

TENANCY AGREEMENT

THIS TENANCY AGREEMENT is made on the _____

BETWEEN

LABUAN LIBERTY PORT MANAGEMENT Sdn Bhd W2, Liberty Port Labuan P.O.Box 81858, (Company no. 468085-T). A company incorporated and registered in Malaysia with its address at W-2 Labuan Liberty Port W.P Labuan (hereinafter referred to as "the Landlord" which expression shall include their successors in title representative and assigns) of the other part.

AND

SYAWAJA SDN BHD (Company No. 1307245-T), a company incorporated and registered in Malaysia under the Companies Act, 1965 and having its registered office at B-5-07, Neo Damansara Perdana, 47820 Petaling Jaya, Selangor Malaysia (hereinafter referred to as " the Tenant" which expression shall include their successors in title representatives and assigns) of the other part.

WHEREAS :-

1. The Landlord are the beneficial owners of all that Two Story Light Industrial Warehouse more particularly referred to and described as **Lot 10, O & G SEC, Lazenda Warehouse at Jalan Patau - Patau, Federal Territory of Labuan** (hereinafter referred to as " the said property")
2. The Landlord has agreed to let and tenant to take said property with total area as specifies as **Ground Floor – 3,800 sq ft and first Floor – 3,300 sq ft** subject to the terms and conditions hereinafter contained.

WHEREBY IT IS MUTUALLY AGREED as follow:-

1. RENTAL

The Landlord shall let and the tenant shall take said property the terms of **TWO YEARS** commencing from **15th August , 2019 and expiring on the 14th day of August 2021** of a fixed monthly rental of **FIVE THOUSAND ONLY (RM5,000.00)**

2. PAYMENT OF DEPOSIT

The first month rental payment of **RM5,000.00** together with 2 months deposit, in the sum of **RINGGIT MALAYSIA TEN THOUSAND ONLY (RM 10,000.00)** (hereinafter referred to as " the said deposit") bringing a total sum of **RINGGIT MALAYSIA FIFTEEN THOUSAND ONLY (RM 15,000.00)** shall be paid upon signing of this Agreement (the receipt of which is hereby

acknowledge by the landlord) and thereafter the subsequent monthly rental shall be direct credit to:

LABUAN LIBERTY PORT MANAGEMENT SDN. BHD

BANKER : PUBLIC BANK BERHAD ACCOUNT NO : 3065874402

On or before the seventh (7th) day of each succeeding calendar month and the relevant pay-in-slip shall be by facsimile to 085-419841.

3. REFUND OF DEPOSIT

The said deposit of RM 10,000.00 shall be refunded to the tenant free of interest within four (4) calendar weeks after the expiration of this Tenancy PROVIDED THAT the tenant shall have observed and performed the terms and conditions herein and the said deposit shall not be utilized to off-set the last two (2) months rental.

4. SUSPENSION DUE TO FIRE

(a) if at any time during the currency of the said property shall be destroyed or damaged by fire or the tempest or for any others cause so as to become unfit for habitation and use , then the rent hereby reserved or a fair and just proportion thereof according to the nature and extent of the damage sustained shall be suspended and ceased to be payable until the said property shall be rendered fit for habitation and use.

(b) if the said property shall be rendered unfit for habitation and use for any cause for a period exceeding SIXTY(60) days the tenant shall be at liberty to terminate this tenancy by giving one (1) month notice in writing to the landlord.

5. PRIORITY TO RENEW TERM OF YEARS

In the event that the landlord shall not require the said property for their own use at the expiration of this tenancy priority shall be given to the tenant to renew the same for further term of years subject to the terms and conditions that may be agreed upon by the parties hereto.

The tenant shall give to the Landlord THREE (3) months written notice of their intention of taking a further terms.

6. FIXTURES

The tenant may at their own costs and expensed install any fittings fixtures furniture and equipment in the said property and at the end of the tenancy shall remove any of the fixtures in the said property.

7. PREMATURE TERMINATION

7.1 The landlord may prematurely determine this tenancy PROVIDED that the landlord shall have permitted and allowed the tenant to occupy the said property for a period of at least two(2) years , and there after the landlord is desirous of prematurely determining this tenancy the landlord shall serve three (3) months rental in advance.

7.2 the tenant may prematurely determine this tenancy , PROVIDED that the tenant shall have occupied the said warehouse for at least a period of two (2) year and thereafter if the tenant is desirous of prematurely determining this tenancy the tenant shall serve three (3) months prior notice.

8. TENANT'S COVENANT

The tenant hereby covenants with the Landlord as follows:-

(a) PAYMENT OF RENTAL

To pay the said rent at the time and in the manner here in before mentioned punctually and without any deduction what so ever.

b) PAYMENT FOR SERVICE

To promptly pay all chargers for water, telephone and electricity supplied to and consumed at the said property during tenancy.

(c) INSPECTION OF THE SAID PROPERTY

To permit the landlord at all times to enter the said property for the purpose of examining the state and conditions thereof.

(d) UNLAWFUL USE OF THE SAID PROPERTY

Not to use or permit to be used the said property or any part thereof for any unlawful or illegal or immoral purpose.

(e) INDEMNITY

To indemnity the landlord against all actions claims cost and expenses arising out of any act or omission on the part of the tenant during this tenancy.

The landlord do not accept liability for any loss, damage or injury (fatal or otherwise) howsoever caused or suffered by the tenant or their servants, agents, employees in the execution of their duties under the tenancy . The tenant shall hold the landlord harmless from any injury or death to any person in the said property.

(f) **STRUCTURAL ALTERNATION**

Not without the consent in writing of the landlord to make or permit or suffer to be made by structure alteration or addition to the said property.

(g) **RENOVATIONS, MODIFICATIONS OR ALTERATIONS**

In order to bring the said property up to the standard required for occupation by the tenant, the tenant may make renovation, modification or alterations without affecting the structure of the said property at their own costs and expenses and the event of such renovation, modifications or alterations being made in pursuance of this covenant, upon the expiration of the terms of this tenancy, the tenant shall not remove and or dismantle any of the partition renovations works, wiring, power points in the said property.

(h) **NO SUBLETING AND ASSIGNMENT**

Not to assign, sub let , underlet or part with possession of the said property or part thereof without the prior written consent of the landlord, whose consent shall not be unreasonably withheld.

(i) **PAYMENT OF TAXES AND OTHER ASSIGMENT**

To pay for taxes and other impositions in respect of the tenant business doing currency of this tenancy and to apply for proper and appropriate licenses/ approval from any relevant appropriate authorities.

(j) **INSURANCE**

To obtain and maintain in full force and effect throughout the terms of this tenancy an insurance policy or policies covering the tenant against all physical loss and damage to any third party and to all property of the tenant.

(k) **TO KEEP CLEAN**

To keep the interior of the said property , the furniture , the flooring and interior plaster other surface material on walls and ceiling and the landlord's fixture thereon including windows , door, glass, shutters , lock, fastening , electric wire installation and fitting and electrical filaments for light and power and fire protection system light bulbs and other fixtures and additions thereto in good tenantable repair and clean condition , reasonable items and any part tear bring excepted and shall replace or repair any of the aforesaid items and any par of the said property if broken or damaged due to malicious negligent or careless acts, or omission of the tenant.

(i) **REMOVAL OF FIXTURES**

Not to remove any fixtures of the landlord in the said property . In the event of there being any damage done to the flooring wall or others parts of the structure of the said property caused by the

tenant by their removing their own furniture , such damages shall be made good by the tenant and in default of which the landlord shall be entitled to cause such damages to be made good, the cost of which shall be on the tenant's account and recoverable as a common debt owed to the landlord by the tenant.

(m) SURRENDER OF LANDLORD'S FIXTURES

At the expiration or sooner determination of the said term to peaceably surrender and yield up to the Landlord the said Property together with all the landlord's fixtures in good and tenantable repair and condition (except the Tenant's furniture) together with all improvements done in the said Property.

(n) WALLS & CEILINGS

The tenant shall not make hole(s) on the concrete and plywood walls and ceilings without the consent of the Landlord in writing.

(o) TENANCY DAMAGES

The Tenant shall make good all tenancy damages accrued during this Tenancy before the expiry date failing which the Landlord should be at liberty to deduct from the rental deposit for the cost.

9. LANDLORD'S COVENANT

The landlord hereby covenants with the Tenant as follows :-

(a) WARRANTY

Warrants that they are the Landlord of the said Property and the Landlord are the registered proprietors of the said Property.

(b) PEACEFUL ENJOYMENT

To ensure that the Tenant paying the said rent hereby reserved and observing and performing all their obligations under this Tenancy shall peacefully hold and enjoy the possession and use of the said Property during the term hereby granted without any lawful interruption hindrance molestation or disturbance from or by the Landlord or the Landlord or any person rightfully claiming through under or in trust for them.

(c) INCREASE OF RENTAL

Not to increase the said monthly rental during the currency of this Tenancy.

(d) WRITTEN CONSENT

Not to unreasonably withhold any written consent as may be requested by the Tenant where such consent is required as herein stipulated.

(e) **STRUCTURAL REPAIRS**

To keep the exterior and the whole structure of the said Property in good repair throughout the term hereby granted provided the cause is by normal wear and tear and not by accidental damages.

Subject to the above, to be responsible for all structural repair and maintenance, including the roof and wall of the said Property at their own cost and expenses during this Tenancy and on failing which within seven (7) days after behind notified in writing by the Landlord shall allow the Tenant to do the work in question and the cost and expenses incurred thereof by the Tenant shall be deducted from the monthly rent.

(f) **RATES, MAINTENANCE AND CHARGES**

To pay all municipal and state rates taxes chargers, maintenance assessments and outgoing in respect of the demised premises EXCEPT charges for gas, water and electricity supplied and consumed at the said property during this Tenancy.

(g) **INSURANCE**

To insure the said Property against loss by fire or damage by any reason to rebuild and reinstate the same as speedily as possible and shall solely be responsible for all premiums on the policy (except the Tenant's properties).

(h) **DETERMINATION OF TENANCY**

Not to prematurely determine the Tenancy hereby created EXCEPT on the following conditions:-

(i) in the event that the Tenant shall be in default of the monthly rental read in conjunction with clause 11, infra, or

(ii) in the event that the Tenant shall contravene any of the clauses contained herein, then the Landlord shall be at liberty to prematurely determine this Tenancy by giving to the Tenant One (1) month's prior notice in writing. The Deposit paid under Clause 2, supra shall be refunded to the Tenant as contained in Clause 3, supra.

10. **ARREARS OF RENT**

Provided always and it is hereby expressly agreed that if the rent hereby reserved or any part thereof shall remain unpaid for twenty one (21) days after becoming payable after a demand in writing has been sent to the Tenant or to the said Property, the Landlord shall at any time thereafter be at liberty to reenter upon the said Property or any part thereof and lock up without need of Court Order and thereupon this Tenancy shall absolutely

determine without prejudice to the rights of action in respect in of any breach of the covenants herein contained.

It is hereby agreed and declared by the Tenant that in the event of any default on their part, the Landlord shall be at liberty to enter the said Property and seized possession of the Tenant's property without need of a court order and thereafter this Tenancy shall be deemed absolutely determine. The Tenant shall not make any claim against the Landlord for such action as the case may be.

11. **TIME OF ESSENCE**

Time whenever mentioned herein shall be the essence.

12. **LANDLORD'S INDULGENCE**

Any indulgence by the Landlord to the Tenant, acceptance of any rent due and payable and the Landlord forfeiting the said deposit shall not operate as a waiver or at all the Landlord's right to claim damages against the Tenant for any antecedent breach of the terms and conditions contained herein

13. **NOTICE**

- (a) any notice request or demand to be served by either part hereto to the other party under the provisions of this Tenancy shall be in writing and shall be deemed to be sufficiently served if it is given by the party by registered post addressed to the party served at their address herein before mentioned and in such a case it shall be deemed to have been received at the when such registered letter would letter would in the ordinary course by delivered, or if it is given by the party dispatched by hand to the party to be served.
- (b) . any consent, approval, determination, authority or notice required to be given by the parties hereto shall be in writing and shall be deemed to be sufficiently served it is handed personally to and by each of the parties hereto or if left or sent by registered to their last known address.

14. **STAMP DUTY**

Any stamp duty, registration and duplicate fees incurred in connection with this Tenancy shall by the parties hereto.

15. **INTERPREATION**

In this Tenancy, unless there be something in the subject of context inconsistent therewith words importing the singular number or the masculine gender only include the plural number of the feminine gender and words importing persons include corporation and expression " the Tenant" include their respective executors, administrators in title and assigns.

IN THE WITNESSETH WHEREOF the parties hereof have hereof set their hands and seals the day and year first above written.

For and on behalf of

LABUAN LIBERTY PORT MANAGEMENT SDN BHD
(Co. no. 468085 – T)

(" the Landlord")

In the presence of :-


Datin Sri Dato' Norsiah Abdullah
Executive Director

For and on behalf of

BLASTONE ASIA SDN. BHD

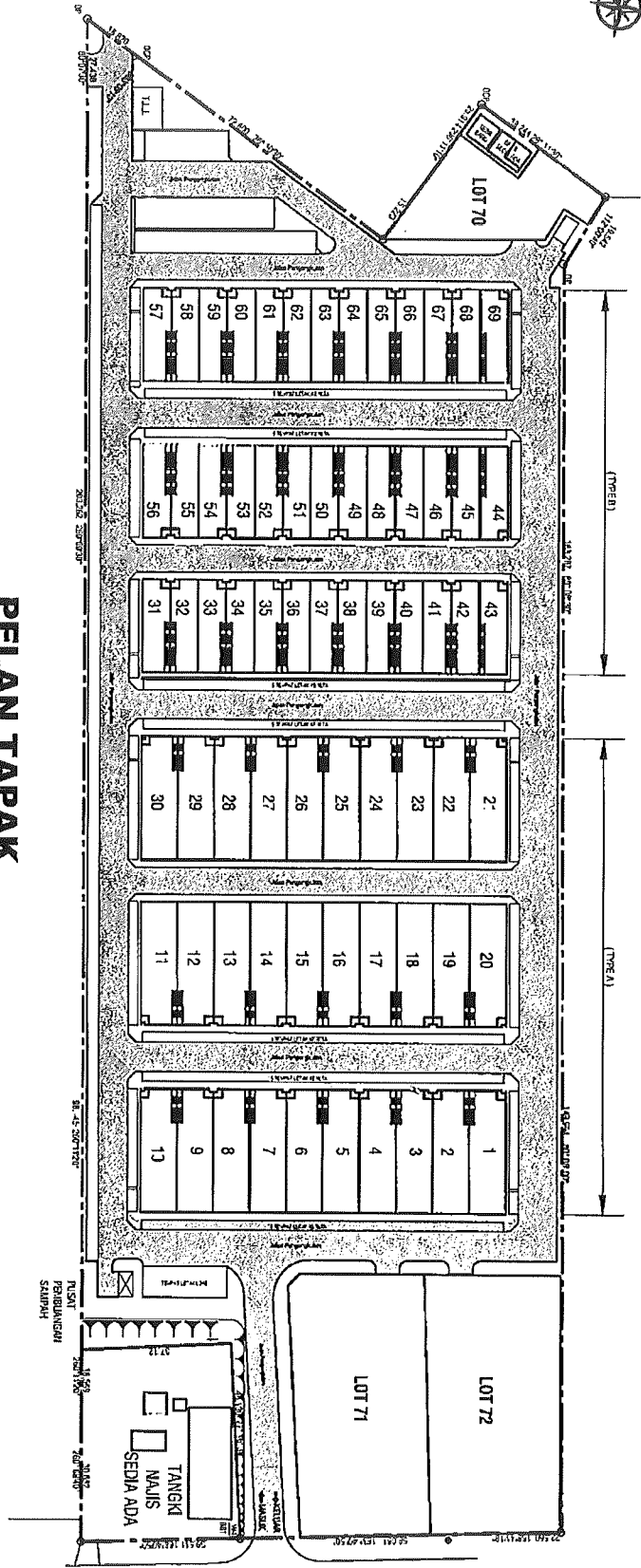
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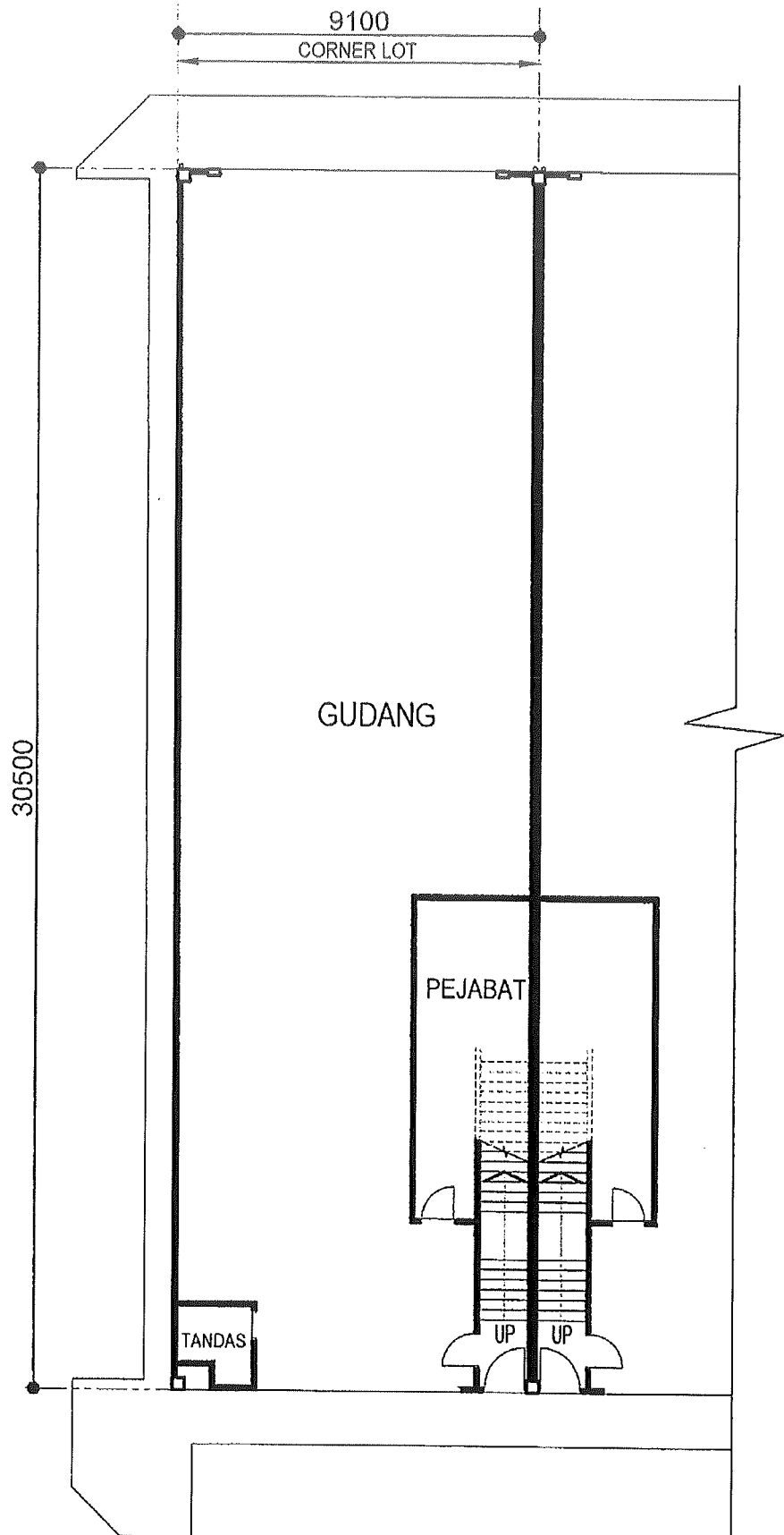
("the Tenant")

In the presence of:-

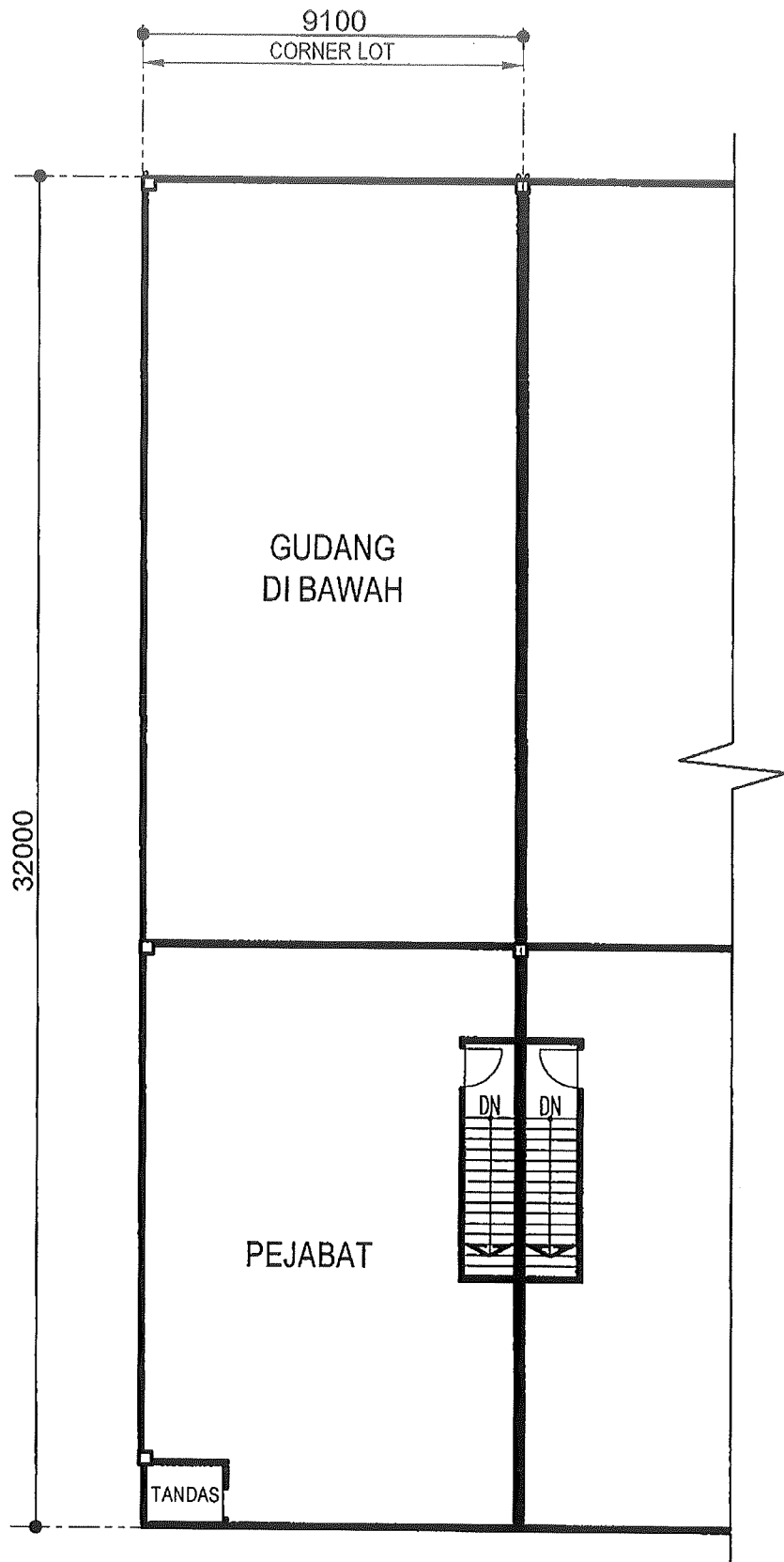


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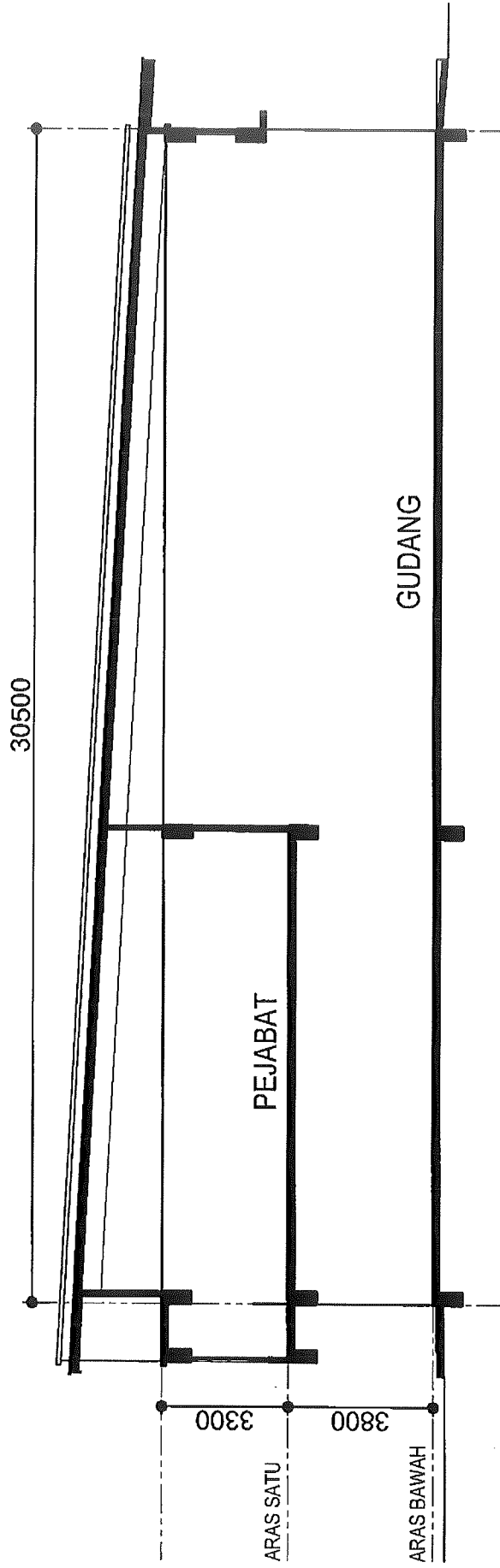




**GROUND FLOOR PLAN
TYPE A
(CORNER LOT - LEFT)**



**FIRST FLOOR PLAN
TYPE A
(CORNER LOT - LEFT)**



**SECTION
TYPE A
(CORNER LOT - LEFT)**

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