

DATED THIS 24 FEBRUARY 2025

BETWEEN

A. D. TRENDS SDN. BHD.
('Vendor')

AND

YAN TAT TECHNOLOGY SDN. BHD.
('Purchaser')

SALE AND PURCHASE AGREEMENT

H.S.(D) 44123, No. PT 37828, Mukim Kajang,
Daerah Ulu Langat, Negeri Selangor

Vendor's Solicitor:

**YEE HOW & TAN,
ADVOCATES AND SOLICITORS**
NO. 279C, 3RD FLOOR,
JALAN PERKASA 1,
TAMAN MALURI,
55100 KUALA LUMPUR

File Ref: C.SPA.20547(02/25).CK(J)

Purchaser's Solicitor:

**SKRINE
ADVOCATES & SOLICITORS**
8TH FLOOR
WISMA UOA DAMANSARA
50, JALAN DUNGUN
DAMANSARA HEIGHTS
50490 KUALA LUMPUR

File Ref: TSC/LYW/22503160



KERAJAAN MALAYSIA

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

**SIJIL SETEM**

ASAL

STAMP CERTIFICATE

(Sila lekatkan sijil setem ini ke atas surat cara sebagai bukti penyeteman)
 Please attach this stamp certificate to the instrument as evidence of stamping

Cara Bayaran *Payment Method*

FPX TRANSACTIONS

No. Adjudikasi *Adjudication No.*

G01FB25BF8XF023

Jenis Surat Cara

SALE AND PURCHASE AGREEMENT

Type Of Instrument

SURAT CARA UTAMA

Tarikh Surat Cara

24/02/2025

*Date Of Instrument***Balasan** *Consideration*

RM 0.00

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

A.D. TRENDS SDN. BHD., (305349-P, 199401019670)

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

YAN TAT TECHNOLOGY SDN. BHD, (1593279-V, 202401047433)

Butiran Harta / Suratcara *Property / Instrument Description*

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:

No. Sijil Setem <i>Stamp Certificate No.</i>	F0232A251573270
Tarikh Penyeteman <i>Date of Stamping</i>	26/02/2025
Duti Setem Dikenakan <i>Amount of Stamp Duty</i>	RM 10.00
Penalti <i>Penalty</i>	RM 0.00
Pelarasan <i>Adjustment</i>	RM 0.00
Jumlah Dibayar <i>Total Amount Paid</i>	RM 10.00
Indorsemen <i>Indorsement (Akta Setem 1949)</i>	Seksyen 37

LEMBAGA HASIL DALAM NEGERI

Pemungut Duti Setem

No. Kelulusan Perbendaharaan *Treasury Approval No.* : KK/BSKK/10/600-2/1/2(60)Tarikh Cetak *Printed Date* : 26/02/2025 10:02:15

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

--- tamat/end ---

SALE AND PURCHASE AGREEMENT

This **AGREEMENT** is made the day and year stated in **Part I of Schedule 1** hereto

BETWEEN

The **VENDOR** whose name and particulars are stated in **Part II of Schedule 1** hereto (hereinafter referred to as "**the Vendor**") of the one part,

AND

The **PURCHASER** whose name and particulars are stated in **Part III of Schedule 1** hereto (hereinafter referred to as "**the Purchaser**") of the other part.

RECITALS:-

- (a) The Vendor is the sole registered and beneficial owner of the Property, the particulars of which are stated in **Part IV of Schedule 1** hereto (hereinafter referred to as "**the Property**").
- (b) The Property is subject to the Restriction in Interest, Category of Land Use, Express Condition(s), Existing Charge and Existing Caveat as described in **Part V of Schedule 1** hereto.
- (c) By a Tenancy Agreement dated the 7th day of July, 2022 (hereinafter referred to as "**the Tenancy Agreement**") entered into between the Vendor as the landlord and Denshi Maruwa Industries (M) Sdn. Bhd. (Registration No. 199301009084 [263821-T]) (hereinafter referred to as "**the Tenant**"), the Vendor has granted the tenancy of the Property to the Tenant under and upon the terms and conditions of the Tenancy Agreement (hereinafter referred to as "**the Tenancy**"). The Tenancy is for a term of three (3) years, commencing from the 3rd day of August 2022 until the 2nd day of August 2025, for a monthly rental of Ringgit Malaysia One Hundred and Seventy Thousand (RM170,000.00) only (hereinafter referred to as "**the Monthly Rental**"). The Vendor has also received a sum of Ringgit Malaysia One Million and Twenty Thousand (RM1,020,000.00) only as security deposit pursuant to the Tenancy Agreement (hereinafter referred to as "**the Security Deposit**"). A stamped copy of the Tenancy Agreement is attached hereto and marked as "**Annexure A**".
- (d) For the purpose of this Agreement, the Purchaser is represented by the party described in **PART VI of Schedule 1** hereto as his solicitors (hereinafter referred to as "**the Purchaser's Solicitors**").
- (e) The Vendor has appointed the party described in **Part VII of Schedule 1** hereto as his solicitors (hereinafter referred to as "**the Vendor's Solicitors**").
- (f) The party whose name and particulars described in **Part VIII of Schedule 1** hereto shall hereinafter be referred to as "**the Stakeholder**".
- (g) The Purchaser may apply to a licensed banker or other financial institution (hereinafter referred to as "**the Purchaser's Financier**") for a loan (hereinafter referred to as "**the Loan**") to complete the purchase of the Property.
- (h) Subject to the fulfilment of the Condition Precedent (as defined herein), the Vendor has agreed to sell to the Purchaser and the Purchaser has agreed to purchase from the Vendor the Property at the Purchase Price (as defined herein), free from Encumbrances (as defined herein) on an as is where is basis with legal possession and subject to the Restrictions in Interest, the Category of Land Use and the Express Condition endorsed in the issue document of title to the Property (hereinafter referred to as "**the Title**") subject to the terms and conditions hereinafter contained.

NOW THIS AGREEMENT WITNESSETH as follows: -

1. AGREEMENT FOR SALE AND PURCHASE OF THE PROPERTY

The Vendor hereby agrees to sell to the Purchaser and the Purchaser hereby agrees to purchase the Property on an as is where is basis from the Vendor, free from Encumbrances with legal possession of the Property on the Completion Date and subject to the Restrictions in Interest, the Category of Land Use and the Express Condition in the Title, for the consideration stated in **Part IX of Schedule 1** hereto (hereinafter referred to as "**the Purchase Price**") and upon the terms and conditions hereinafter contained.

2. PAYMENT OF PURCHASE PRICE

2.1. The payment for the Purchase Price by the Purchaser in respect of the Property shall be made as follows:

2.1.1. The deposit sum stated in **Part X of Schedule 1** hereto (hereinafter referred to as "**the Deposit**") shall be paid in the manner stipulated therein; and

2.1.2. The sum stated in **Part XI of Schedule 1** hereto being the balance purchase price (hereinafter referred to as "**the Balance Purchase Price**") shall be paid by the Purchaser or the Purchaser's Financier to the Stakeholder within the time stated in **Part XII of Schedule 1** hereto (hereinafter referred to as "**the Completion Period**") and the last day of the Completion Period is hereinafter referred as "**the Completion Date**") in the following manner:

(a) firstly, the Redemption Sum to the Existing Chargee; and

(b) subject to Clause 7, the Purchaser shall pay or cause to be paid the Balance Purchase Price less the Redemption Sum to the Stakeholder.

In the event the Purchaser shall fail to pay the Balance Purchase Price or any part thereof within the Completion Period the Vendor shall automatically and without any requirement of any prior notice grant to the Purchaser such extension of time as stated in **Part XIII of Schedule 1** hereto (hereinafter referred to as "**the Extended Completion Period**") and the last day of the Extended Completion Period is hereinafter referred as "**the Extended Completion Date**") PROVIDED THAT the Purchaser shall pay to the Vendor interest at the rate stated in **Part XIV of Schedule 1** hereto on the Balance Purchase Price then outstanding calculated from the first (1st) day of the Extended Completion Period until the date of full payment to the Stakeholder which is a date within the Extended Completion Period (hereinafter referred to as "**the Late Payment Interest**"). The date upon which the Stakeholder are in receipt of the Balance Purchase Price and the Late Payment Interest, if any, shall be hereinafter referred to as "**the Actual Completion Date**".

2.2. All payments towards the Purchase Price, Late Payment Interest (if any) and the apportionment of outgoings shall be by way of banker's draft or cashier's order, Inter Bank Giro Transfer, RENTAS or cheques drawn on a reputable financial institution in Malaysia provided that any payment by cheques shall be subject to due clearance. For purpose of clarification, in the case of payment being made by client's account cheque, bank draft or cashier's order, the time of depositing the same with the Stakeholder shall be deemed to be the time of payment provided that the cheque is good for payment when presented to the bank for clearance.

2.3. Where the payment shall be made by Inter Bank Giro Transfer, Wire Transfer, Telegraphic Transfer and/or RENTAS, the date upon which the Stakeholder shall be in receipt of a written notification from the Purchaser's Financier's Solicitors or the Purchaser's Solicitors (which shall be accompanied with a copy of the transaction slip or proof of payment within two (2) Working Days) confirming that the payment has been transferred to the account of the Stakeholder OR the date up on which the payment so transferred shall be made accessible to the Stakeholder to immediate available, freely transferable, cleared funds, whichever shall be the earlier, shall be taken as the date of payment.

2.4. For the avoidance of doubt, the Vendor acknowledges, agrees and confirms that any payment and remittance made by the Purchaser and/or the Purchaser's Financier to the Stakeholder and the Existing Chargee towards settlement of the Balance Purchase Price and/or the Redemption Sum shall be towards account of the Balance Purchase Price, and shall be deemed payment to the Vendor although it is not immediately payable to the Vendor for purposes of ascertaining the completion of this Agreement and the payment obligations of the Purchaser under this Agreement is deemed validly and sufficiently fulfilled and discharged.

3. CONDITIONS PRECEDENT

- 3.1. Notwithstanding anything to the contrary contained in this Agreement, the sale and purchase of the Property is conditional upon the following conditions precedent being fulfilled within three (3) months from the date of the Purchaser's Solicitor's receipt of the Consent Letter and the Letter of No Objection in accordance with Clause 3.2 (hereinafter referred to as "**the Conditional Period**"):-

3.1.1. Consent to Acquire

The Purchaser's Solicitors' receipt of the written approval of the State Authority to acquire the Property from the Vendor, due to the Purchaser being a foreign company pursuant to Section 433B of the National Land Code [Act 828] (hereinafter referred to as "**NLC**"), upon terms and conditions acceptable to the Purchaser (if any) (hereinafter referred to as "**the Foreign Approval**"); and

3.1.2. Purchaser's Shareholders' approval

The Purchaser (and its holding companies, where applicable) having obtained shareholders' approvals in relation to the acquisition of the Property (hereinafter referred to as "**the Purchaser's Shareholders' Approvals**").

- 3.2. The Parties hereby agrees and covenants to expeditiously take all steps and use his best endeavours to do all things as may be required to fulfil the conditions precedent above. The Vendor shall upon its receipt of the consent letter from the Existing Chargee ("**Consent Letter**") and the letter of no objection from the Existing Caveator ("**Letter of No Objection**") addressed to the relevant land registry and deliver or cause to be delivered the original copy of the same to the Purchaser's Solicitors to enable the Purchaser's Solicitors to submit the application for the Foreign Approval.
- 3.3. In the event the Foreign Approval is granted subject to any condition that materially or adversely affects the Purchaser ("**Adverse Condition**") within the Conditional Period, then the Purchaser shall be entitled to decide whether to appeal against the Adverse Condition ("**Appeal**") and the Purchaser shall at its own cost and expense follow up with the State Authority on the Appeal within the Conditional Period. In the event the Appeal is rejected, the Purchaser is entitled to decide whether to terminate or proceed with this Agreement by written notice to the Vendor. If the Purchaser decides to terminate this Agreement, Clause 3.5(a) shall apply.
- 3.4. This Agreement shall become unconditional upon (i) the Purchaser's Solicitors' receipt of the Foreign Approval; and (ii) the Purchaser's receipt of the Purchaser's Shareholders' Approvals, whichever is the later, within the Conditional Period and such date is to be notified by the Purchaser's Solicitors to the Vendor's Solicitors (hereinafter referred to as "**the Unconditional Date**").
- 3.5. In the event that any of the conditions precedent under Clause 3.1 above cannot be obtained within the Conditional Period and/or any Appeal under Clause 3.3 is rejected upon expiry of the Conditional Period, the Purchaser shall be entitled to terminate this Agreement by written notice to the Vendor, whereupon the following consequences shall ensue:-
- (a) Rejection of Appeal under Clause 3.3 – the Vendor shall refund or cause to be refunded the Deposit in full to the Purchaser, free of interest within fourteen (14) days of the Vendor's receipt of the termination notice by the Purchaser or the Purchaser's Solicitors and in default thereof the Vendor shall pay the Late Refund Interest (as defined below) from the expiry of the said fourteen (14) days until the date of full refund together with the Late Refund Interest to the Purchaser by the Vendor;
 - (b) Non-fulfilment of Condition Precedent under Clause 3.1.1 – the Vendor shall be entitled to forfeit a sum of Ringgit Malaysia Four Hundred and Thirty Seven Thousand and Five Hundred (RM437,500.00) only and thereafter, the balance of the Deposit or any part thereof paid by the Purchaser hereof shall be refunded or cause to be refunded by the Vendor to the Purchaser free of interest within fourteen (14) days of the Vendor's receipt of the termination notice by the Purchaser or the Purchaser's Solicitors and in default thereof the Vendor shall pay interest at the

rate of Eight per centum (8%) per annum (hereinafter referred to as “the Late Refund Interest”) from the expiry of the said fourteen (14) days until the date of full refund together with the Late Refund Interest to the Purchaser by the Vendor;

- (c) Non-fulfilment of Condition Precedent under Clause 3.1.2 - the Vendor shall be entitled to forfeit a sum of Ringgit Malaysia Four Million Three Hundred Seventy-Five Thousand (RM4,375,000.00) only and thereafter, the balance of the monies paid by the Purchaser, if any, shall be refunded or cause to be refunded by the Vendor to the Purchaser free of interest within fourteen (14) days of the Vendor's receipt of the termination notice by the Purchaser or the Purchaser's Solicitors and in default thereof the Vendor shall pay Late Refund Interest from the expiry of the said fourteen (14) days until the date of full refund together with the Late Refund Interest to the Purchaser by the Vendor; and
- (d) thereafter this Agreement shall cease to be of any further force and effect and each of the Parties shall have no claim whatsoever against the other, save as provided in Clauses 12.5.1 and 12.5.2.

4. DEPOSIT OF DOCUMENTS

- 4.1. After the Vendor's execution of this Agreement and not later than five (5) Working Days from the date of the Vendor's Solicitors' receipt of the duly stamped copy of this Agreement, the Vendor shall deposit with the Purchaser's Solicitors the following documents and information (“Vendor's deliverables”):-

- 4.1.1. a certified true copy of the Title to the Property together with its plans;
- 4.1.2. the photocopy of all approved building plans for the Property which is No. Pelan MDHL 1/P/25/94, Nombor Pelan MPKj 1TP/446/96 and Nombor Pelan MPKj 1/TPK/11/2005 and the building together with all relevant issued Certificate of Fitness for Occupation dated 23.12.1996, 29.8.1998 and 27.8.2007/ Certificate of Completion and Compliance (as the case may be);
- 4.1.3. two (2) copies of the Memorandum of Transfer (as defined herein) duly executed by the Vendor in favour of the Purchaser;
- 4.1.4. the Vendor's Income Tax Reference number or tax identification number of the Vendor, together with its income tax filing branch of the Inland Revenue Board;
- 4.1.5. three (3) certified true copies each of the current duly paid quit rent and assessment receipts;
- 4.1.6. a copy of the current fire insurance certificate in respect of the Property;
- 4.1.7. three (3) copies each of the Vendor's form 24, 44, 49 & M&A (or such other corresponding documents under the Companies Act 2016), all certified to be true by the Vendor's company secretary;
- 4.1.8. three (3) copies each of the Vendor's Members' and Directors' resolutions, authorising *inter alia* the disposal of the Property, the execution of this Agreement and all other documents relating thereto (including the Memorandum of Transfer), and the affixation of the common seal of the Vendor on the application form for the Foreign Approval, the Memorandum of Transfer and all relevant documents, all certified to be true by the Vendor's company secretary;
- 4.1.9. three (3) certified true copies of the identity card (in clear coloured copies) of the Vendor's signatories of the Memorandum of Transfer, all in such format as may be required by the relevant land registry for purpose of registration of the Memorandum of Transfer;
- 4.1.10. the Vendor's Solicitor's letter to the Purchaser's Solicitor, to confirm the details of the Vendor's Solicitor's client's account for payment to them of the Purchase Price in this Agreement; and
- 4.1.11. the duly affirmed and executed Form of Declaration in support of the application of the Foreign Approval.

- 4.2. After the Purchaser's execution of this Agreement and not later than five (5) Working Days from the date of the Purchaser's receipt of the duly stamped copy of the Agreement, the Purchaser shall deposit with the Purchaser's Solicitors the followings documents:-
- 4.2.1. three (3) copies each of the Purchaser's latest Constitution or the Memorandum and Articles of Association, the current Certificate of Incorporation of Private Company which indicates its latest registration number and the Application for Registration of a Company under Section 14 of the Companies Act 2016 [**Act 777**], all certified to be true by the Purchaser's company secretary;
- 4.2.2. three (3) certified true copies of the Purchaser's Members' and Directors' resolutions authorising *inter alia* the purchase of the Property, the execution of this Agreement and all other documents relating thereto;
- 4.2.3. three (3) certified true copies of the passport and/or identity card (in clear coloured copies) of the Purchaser's signatories of the Memorandum of Transfer;
- 4.2.4. the Purchaser's Income Tax number or tax identification number of the Purchaser; and
- 4.2.5. the application form of the Foreign Approval duly executed by the Purchaser.
- 4.3. For the avoidance of doubt, and provided that the Conditions Precedent have been fulfilled, any excess days or delay in the Vendor or the Vendor's Solicitors delivering any other document as may be required by the appropriate authorities and requested by from the Vendor, and which such document is received by the Purchaser's Solicitor after expiry of five (5) Working Days from the Vendor's Solicitors' receipt of the written request from the Purchaser's Solicitor, shall be automatically added to the Completion Period and the Extended Completion Period, as the case may be, free from interest.
- 4.4. It is hereby agreed between the Parties hereto that:-
- 4.4.1. in the event that the Purchaser shall have obtained a Loan from the Purchaser's Financier to complete the purchase of the Property, the Purchaser shall:-
- (a) pay the difference between the Loan and the Balance Purchase Price (hereinafter referred to as **"the Differential Sum"**) to the Stakeholder within the Completion Period or the Extended Completion Period, as the case may be; and
- (b) obtain a written undertaking from the Purchaser's Financier's in favour of the Vendor, to release the Loan to the Existing Chargee and/or the Stakeholder (hereinafter referred to as **"the Purchaser's Financier's Undertaking"**) towards payment of the Balance Purchase Price, within the Completion Period or the Extended Completion Period as the case may be.
- 4.4.2. the Vendor hereby agrees that upon request by the Purchaser's Solicitors or the Purchaser's Financier's Solicitors, the Vendor shall deliver a written undertaking (hereinafter referred to as **"the Vendor's Undertaking"**) to the Purchaser's Financier's Solicitors to undertake to refund the Loan released by the Purchaser's Financier in the event that the Memorandum of Transfer in favour of the Purchaser cannot be registered for any reason whatsoever, within seven (7) days from the Vendor's Solicitors' receipt of the written request for the same by the Purchaser's Financier's Solicitors or the Purchaser's Solicitors or within seven (7)) days of the Unconditional Date, whichever shall be the later, failing which, the Completion Period shall be extended by such number of days of delay in obtaining the Vendor's Undertaking without payment of any Late Payment Interest to the Vendor.
- 4.4.3. The Vendor shall execute and provide the conveyancing and banking practice confirmations and/or the duly affirmed and stamped statutory declaration from the Vendor that the Vendor is not wound up and no winding up proceedings has been instituted against the Vendor (hereinafter referred to as **"Statutory Declaration"**) together with the requisite documents to perfect the registration of the Memorandum of Transfer in favour of the Purchaser, including, but not limited to the current duly paid quit rent and assessment receipts (where not already delivered pursuant

to Clause 4.1 above) and deliver the same to the Purchaser's Financier's Solicitors within seven (7) days of receipt by the Vendor's Solicitors of a written request for the same by the Purchaser's Financier's Solicitors or the Purchaser's Solicitors or within seven (7) days from the Unconditional Date, whichever shall be the later, to facilitate the release of the Loan towards payment of the Balance Purchase Price. Where the Vendor shall fail to deliver the requisite confirmation/Statutory Declaration within the aforesaid seven (7) days, then in such event the Completion Period shall be extended by such number of days of delay in obtaining the Statutory Declaration, confirmation and/or such requisite documents without payment of any Late Payment Interest to the Vendor.

- 4.4.4. For the purpose of obtaining the Biometric Confirmation Letter from the relevant land registry for purposes of registration of the Memorandum of Transfer, the Purchaser's Solicitors shall deliver a photocopy of the stamped Memorandum of Transfer (together with the notice of assessment and stamp certificate) and such other documents required by the relevant land registry ("**Requisite Biometric Documents**") after the Unconditional Date provided that the Redemption Sum shall have been settled in full and in any event, within five (5) working days of the Redemption Sum having been settled in full, failing which the period stipulated in Clause 6.7, shall be extended in favour of the Vendor for the same number of working days and days (as the case may be) of delay in delivering the Requisite Biometric Documents.

5. MEMORANDUM OF TRANSFER

5.1. Upon the execution of this Agreement:

- 5.1.1. the Vendor shall execute a valid and registrable transfer in Form 14A of the NLC to be executed by the Vendor in favour of the Purchaser in respect of the Property (hereinafter referred to as "**the Memorandum of Transfer**") and deposit (or cause to be deposited) the same with the Purchaser's Solicitors together with the certified true copy of the current duly paid quit rent and assessment receipts and all other documents. The Purchaser's Solicitors are hereby authorised by the Parties hereto to submit the Memorandum of Transfer for adjudication and stamping of the Memorandum of Transfer at the Stamp Office.
- 5.1.2. If required by the Stamp Office and/or the Department of Valuation (JPPH) and/or any governmental body/agency, the Vendor shall provide them access to the Property and permit any survey by them of the Property, at the date and time to be agreed by the Parties.
- 5.1.3. In the event the Purchaser does not obtain the Loan, the Purchaser's Solicitors are hereby authorised to present the duly adjudicated and stamped Memorandum of Transfer for registration at the relevant land office / land registry upon the Stakeholder's receipt of the full Balance Purchase Price and Late Payment Interest (if any).
- 5.1.4. In the event that the Purchaser applies for and obtains the Loan from the Purchaser's Financier to facilitate the purchase of the Property, the Purchaser's Solicitors are hereby authorised by the Parties to forward the duly adjudicated and stamped Memorandum of Transfer to the Purchaser's Financier or the Purchaser's Financier's Solicitors for presentation of the same at the relevant land office / land registry PROVIDED THAT the Vendor's Solicitors have received the Differential Sum and the Purchaser's Financier's Undertaking.
- 5.1.5. The Parties hereby covenant and undertake with each other to execute all documents and do all reasonable acts and use their best endeavours to procure the registration of the Memorandum of Transfer at the relevant land registry / land office.
- 5.1.6. In the event this Agreement is terminated, the Purchaser's Solicitors shall return the Memorandum of Transfer to the Vendor for cancellation unless the same is required to be returned to the Stamp Office for refund of the stamp duty paid by the Purchaser.

6. REDEMPTION FROM EXISTING CHARGE

- 6.1. The Vendor shall procure the Existing Chargee to deliver to the Purchaser's Financier's Solicitors a written confirmation of the redemption sum due and payable in respect of the Property (hereinafter referred to as "**the Redemption Sum**") together with an undertaking to release the Discharge Documents (as defined herein) upon settlement of the Redemption Sum and also an undertaking to refund the

redemption sum so released to the Existing Chargee in the event the Discharge of Charge cannot be registered for any reason whatsoever (hereinafter collectively referred to as "**the Redemption Statement cum Undertaking**"). Where the Purchaser is desirous of obtaining a loan to finance the purchase of the Property the Vendor shall obtain the Redemption Statement cum Undertaking from the Existing Chargee upon the Purchaser's Loan having been approved and upon being notified of the particulars of the Purchaser's Loan.

- 6.2. Where the Existing Chargee shall fail to deliver the requisite Redemption Statement cum Undertaking within fourteen (14) days of the Vendor's Solicitors receipt of the written request for the same, or within fourteen (14) days of the Unconditional Date, whichever shall be the later, by the Purchaser's Solicitors or the Purchaser's Financier's Solicitors, then in such event the Completion Period shall be extended by such number of days of delay in obtaining the redemption statement/undertaking as the case may be, without payment of any Late Payment Interest to the Vendor.
- 6.3. In the event the Redemption Sum shall exceed the Balance Purchase Price, the Vendor shall forthwith deposit the difference between the Redemption Sum and the Balance Purchase Price (hereinafter referred to as "**the Shortfall Sum**") with the Vendor's Solicitors as stakeholder within fourteen (14) days of receipt of a written request from the Vendor's Solicitors or the Purchaser's Solicitors, to enable the Property to be redeemed, and inform the Purchaser's Solicitor of the same. Where the Vendor shall fail to deposit the Shortfall Sum with the Vendor's Solicitor within fourteen (14) days of receipt by the Vendor's Solicitors of the Redemption Statement cum Undertaking, then in such event the Completion Period shall be extended by such number of days of delay until the Vendor duly deposits the Shortfall Sum to the Vendor's Solicitors without payment of any Late Payment Interest to the Vendor.
- 6.4. The Vendor's Solicitors shall be authorised by the Parties hereto to utilise the Balance Purchase Price or part thereof as the case may be and the Shortfall Sum, if any, to redeem the Property from the Existing Chargee.
- 6.5. Upon payment of the Redemption Sum to the Existing Chargee:
 - 6.5.1. the Vendor shall cause or procure the Existing Chargee to deliver the Original Title, the duplicate stamped copy of the Existing Charge and the duly executed and registrable discharge of charge in Form 16N of the NLC ("**Discharge of Charge**") and all security documents and the valid and registrable Withdrawal of Private Caveat in Form 19G of NLC, duly executed by the Existing Chargee, to withdraw the Existing Private Caveat ("**Caveat Withdrawal**") to the Vendor or the Vendor's Solicitors;
 - 6.5.2. the Vendor shall deliver the original biometric confirmation letter issued by the relevant land registry to the Purchaser's Solicitors or the Purchaser's Financier's Solicitors, as the case may be; and
 - 6.5.3. the Vendor shall pay the requisite stamp duties and registration fee (including penalty if any) for or relating to the Discharge of Charge, to the Purchaser's Solicitors or the Purchaser's Financier's Solicitors, as the case may be.

(hereinafter collectively referred to as ("**the Discharge Documents**")

- 6.6. The Redemption Sum paid to the Existing Chargee shall for all intents and purposes be deemed to be paid to the Vendor and shall form and constitute part of the Purchase Price.
- 6.7. Where the Vendor's Solicitors shall fail to deliver the Discharge Documents to the Purchaser's Solicitors Vendor or the Vendor's Solicitors, within fourteen (14) days of receipt by the Existing Chargee of the Redemption Sum or within five (5) Working Days of receipt by the Vendor's Solicitors of the Balance Purchase Price together with the Late Payment Interest, whichever shall be the later, then in such event the Completion Period or the Extended Completion Period shall be extended by such number of days of delay in obtaining the Discharge Documents as the case may be, without payment of any Late Payment Interest to the Vendor and the Purchaser shall not be obliged to pay any Late Payment Interest on the Balance Purchase Price.

7. RELEASE OF MONIES TO VENDOR

- 7.1. The Parties hereby authorise the Stakeholder to deal with the Purchase Price upon receipt thereof and release the same to the Vendor in the following manner:-

- 7.1.1. the Deposit at any time after the Unconditional Date;
- 7.1.2. to retain from the Balance Purchase Price an amount sufficient for the settlement of any outstanding of the Outgoings in respect of the Property that is due to the appropriate authorities on the Vendor's part;
- 7.1.3. to retain from the Balance Purchase Price for the settlement of any interest payable by the Vendor to the Purchaser pursuant to the provisions of this Agreement, where applicable; and
- 7.1.4. the Balance Purchase Price to the Vendor after the expiry of seven (7) Working Days from the date of presentation of the Memorandum of Transfer for registration at the relevant land registry OR upon the Purchaser's Solicitors' receipt from the relevant land registry of the original Title registered in favour of the Purchaser, PROVIDED ALWAYS that the Purchaser's Solicitor shall have first received all documents set out in this Agreement as to be delivered or caused to be delivered by the Vendor prior to the Completion Date, the conditions stated in **PART XV of Schedule 1** and Clause 10 hereto shall have been complied with.

8. REAL PROPERTY GAINS TAX ACT 1976

- 8.1. The Vendor and the Purchaser hereby agree, covenant, declare and undertake to notify the Director General of Inland Revenue (hereinafter referred to as "**DGIR**") of the sale and purchase of the Property herein within sixty (60) days of the date of the Foreign Approval, in the prescribed form, in accordance with the provisions of the Real Property Gains Tax Act, 1976 [Act 169] (hereinafter referred to as "**the Act**").
- 8.2. Each Party shall do all acts, execute all letters, documents or instruments, file all returns and furnish and supply all information to the DGIR as may be necessary under the provisions of the Act.
- 8.3. The Vendor hereby undertakes to pay and settle all real property gains tax, any increase and/or penalty/fine which may be assessed and/or imposed and payable under the Act in respect of the gains arising out of the disposal of the Property and the Vendor hereby further undertakes and covenants to indemnify and keep indemnified the Purchaser and its estate and effects against all claims, losses, damages, fines, penalties, demands, proceedings, tax, liabilities costs and expenses arising therefrom.
- 8.4. With effect from 1st January 2015 and in compliance with Section 21B of the Act, the Purchaser's Solicitors are hereby authorised to remit a sum of Ringgit Malaysia One Million Three Hundred Twelve Thousand and Five Hundred (RM1,312,500.00) only, equivalent to three per centum (3%) of the Purchase Price (hereinafter referred to as "**the CKHT Sum**") deposited with them pursuant to **PART X of Schedule 1** to the DGIR being payment for the Real Property Gains Tax payable by the Vendor under the provisions of the Act (hereinafter referred to as "**the Tax**") within thirty (30) days of the Unconditional Date.
- 8.5. The Purchaser's Solicitors are hereby authorised by the Parties hereto make payment of the CKHT Sum or any portion thereof to the DGIR in the manner as directed by the DGIR as stipulated in the Act PROVIDED ALWAYS THAT if the CKHT Sum is not sufficient to meet the tax due then the Vendor shall and hereby agrees and undertakes to pay directly to the DGIR the difference between such tax due immediately upon receipt of a written notice of the amount of tax payable from the DGIR and further agree covenant and undertake to keep the Purchaser fully indemnified against the same including any penalty or fine for late payment or non-payment thereof.
- 8.6. Notwithstanding anything stated herein this clause, in the event that any new laws, by-laws rules and/or regulations shall be passed, the Parties shall be bound and shall comply with such new laws, by-laws rules and/or regulations and the Vendor shall pay or shall be exempted to pay the Tax at such rate as may be determined by the Government of Malaysia and the Vendor hereby further agrees covenants and

undertakes to keep the Purchaser fully indemnified against the aforesaid tax liabilities including but not limited to all actions proceedings costs and demand in respect thereto.

- 8.7. Notwithstanding with the provisions herein, the Vendor shall indemnify and keep the Purchaser indemnified against all actions, proceedings and demands resulting from any delay and/or failure by the Vendor to comply with the provisions of the Act and/or any statutory modification or re-enactment thereof that may be in force.
- 8.8. The Parties further agree and confirm that the CKHT Sum shall form part of any amount required to be refunded by the Vendor to the Purchaser in the event of termination of this Agreement if the CKHT Sum has been paid to the DGIR. Notwithstanding any provision herein to the contrary, it is hereby expressly agreed that the Vendor shall refund the full Deposit notwithstanding that the Vendor only received the Deposit less the CKHT Sum.

9. NOVATION OF TENANCY

- 9.1. Simultaneous with the Vendor's execution of this Agreement, the Vendor shall execute and cause to be delivered the novation agreement to be executed by the Vendor, the Tenant and the Purchaser, to novate the Tenancy to the Purchaser, in the format as annexed hereto as **Schedule 2 ("Novation Agreement")** to the Purchaser's Solicitor together with this Agreement (executed by the Vendor).
- 9.2. The Vendor shall not without the prior written consent of the Purchaser (which consent must not be unreasonably withheld):
 - 9.2.1. vary any terms of the Tenancy or Tenancy Agreement;
 - 9.2.2. grant indulgence, waiver or forbearance to the Tenant;
 - 9.2.3. enter into or agree on any settlement with the Tenant; or
 - 9.2.4. terminate the Tenancy (save for non-payment of Monthly Rental, where prior written consent of the Purchaser is not required).
- 9.3. The Vendor shall until the Completion Date, inform the Purchaser of any default, or threatened or potential default by the Tenant.

10. LEGAL POSSESSION AND TENANCY

- 10.1. Upon the Actual Completion Date:-
 - 10.1.1. Tenancy / Legal Possession :-
 - (a) Legal possession of the Property free from Encumbrances shall be deemed delivered to the Purchaser;
 - (b) the Purchaser shall be entitled to all Monthly Rental payable under the Tenancy Agreement commencing on the next day following the Actual Completion Date and the Monthly Rental for the month of the Completion Date will be apportioned as at the Actual Completion Date;
 - (c) the Vendor shall within five (5) Working Days after the receipt of the Balance Purchase Price and Late Payment Interest (if any), by the Stakeholder pay to the Purchaser the Security Deposit (as defined in the Tenancy Agreement) and the apportioned Monthly Rental to which the Purchaser is entitled under the Tenancy Agreement without any set-off, deductions for moneys due and/or owing by the Tenant (hereinafter collectively referred to as "**the Tenancy Monies**"), failing which the Vendor shall pay interest at the rate of Eight per centum (8%) per annum from the expiry of the said five (5) Working Days until the date of full payment of the Tenancy Monies together with the interest to the Purchaser by the Vendor; and
 - (d) the Vendor shall within five (5) Working Days from the Actual Completion Date provide to the Purchaser copies of all utilities bills for water, electricity and sewerage.

- 10.2. The Vendor hereby indemnifies and keeps the Purchaser fully indemnified to its satisfaction against any and all liabilities, actions, proceedings, judgments, demands, claims, injunctions, caveats, Encumbrances, orders, costs (including legal costs and fees), losses and damages, either arising from, pursuant to, in respect of, or due or attributable to any breach of any obligation, representation, warranty or covenant of the Vendor under the Tenancy Agreement. The indemnity under this clause shall survive completion of this Agreement.
- 10.3. The Parties hereto agree that the risk in the Property shall pass to the Purchaser on the Actual Completion Date.

11. APPORTIONMENT OF OUTGOINGS

- 11.1. The quit rent and assessments borne by the Vendor (hereinafter referred to as "**the Outgoings**") up to the Actual Completion Date and shall be apportioned pursuant to Clause 11.2 below and the amount due on such apportionment shall be paid by the Party from whom it is due to the other forthwith.
- 11.2. It is hereby agreed between the Parties hereto that the Outgoings for the period up to and including the Actual Completion Date, shall be borne by the Vendor and the Purchaser shall be liable for the Outgoings for the period thereafter. The Vendor shall provide all receipts of payments for all Outgoings to the Purchaser's Solicitors together with the apportionment calculation as referred in Clause 11.1 not less than five (5) Working Days before the Actual Completion Date PROVIDED ALWAYS that the Purchaser's Solicitors shall have notified the Vendor's Solicitors in writing in not less than seven (7) Working Days before the date of Actual Completion Date, of the proposed date of settlement of the Balance Purchase Price together with Late Payment Interest (if any).
- 11.3. The Vendor hereby irrevocably agrees to indemnify and keep the Purchaser indemnified against all loss, damages, fines, and penalties arising from any late payments of the Outgoings due and payable by the Vendor pertaining to the Property prior to the Actual Completion Date.
- 11.4. The Purchaser hereto hereby covenant and undertake to do all such acts and things as may be required to inform all the relevant authorities and utilities departments of the change of ownership of the Property within fourteen (14) days of the Actual Completion Date and to pay all costs and expenses arising therefrom or in connection therewith and the Purchaser shall keep the Vendor fully indemnified in respect of all penalties and damages which may arise as a result of the non-performance of any of the foregoing matters. The Parties further agree and declare that it is not the obligation or duties of the Purchaser's Solicitors or Vendor's Solicitors to perform this matter.

12. TERMINATION and DEFAULT

12.1. Vendor's Default

- 12.1.1. It is hereby agreed by the Parties herein that the Purchaser shall be entitled to either (i) seek the remedy of specific performance against the Vendor and/or all reliefs flowing therefrom, or (ii) termination of this Agreement by written notice to the Vendor, if
- (a) the Vendor shall fail neglect or refuse to complete the sale herein and the Purchaser shall have performed and observed its obligations and liabilities hereinunder on its part to be performed and observed; and/or
 - (b) the Vendor commits a breach of any of its representations, warranties, covenants, undertakings or obligations which is:
 - (i) not capable of remedy; or
 - (ii) capable of remedy but is not remedied or caused to be remedied by the Vendor within ten (10) Working Days (or such further period agreed by the Purchaser in writing) from the date of the Vendor's receipt of the Purchaser's written notice requiring the same to be remedied.
- 12.1.2. In the event that the Purchaser elects to terminate this Agreement under Clause 12.1.1, then the Vendor shall, within fourteen (14) days of the Vendor's Solicitors' receipt of the written

notice thereof, deposit with the Vendor's Solicitors all sums paid pursuant to this Agreement free of interest and in addition thereto, deposit a further sum which is equivalent to the Deposit, as agreed liquidated damages (hereinafter collectively referred to as "**the Payment**"). The Purchaser shall within fourteen (14) Working Days of the confirmation from the Vendor's Solicitors receipt of the Payment by the Vendor thereof:-

- (a) return to the Vendor the Memorandum of Transfer, the Discharge Documents and all whatsoever documents forwarded pursuant to this Agreement, all with the Vendor's interest therein the Property remaining intact, provided where the Memorandum of Transfer has been adjudicated and stamped, the Purchaser shall be entitled to retain and surrender the Memorandum of Transfer to the relevant Authority for the purpose of cancellation and refund of stamp duty paid;
- (b) in the event that the legal possession of the Property have already been delivered to the Purchaser, the Purchaser shall first have return the legal possession of the Property to the Vendor together with the Security Deposit (as defined in the Tenancy Agreement) and the apportioned Monthly Rental as at the date of receipt by the Purchaser's Solicitors of the confirmation from the Vendor's Solicitors' receipt of the Payment by the Vendor without any set-off, deductions for moneys due and/or owing by the Tenant (hereinafter collectively referred to as "**the Tenancy Monies**") (subject to the Tenancy and to such category of land use, restriction in interest, express condition(s) and encumbrances as described in **Part V of Schedule 1** hereto if not already discharged);
- (c) provide evidential documentation that any private caveat lodged by the Purchaser and/or the Purchaser's Financier on the Property shall have been removed/withdrawn at the Purchaser's own cost and expense; and
- (d) provide all requisite documents and declaration to enable the Vendor to apply for the refund of the payment of the CKHT Sum.

whereupon this Agreement shall be terminated and rendered null and void and the Parties hereto shall have no claim whatsoever in respect of and arising out of this Agreement save as provided in Clauses 12.5.1 and 12.5.2.

- 12.1.3. In the event that the Vendor shall fail to deposit the Payment with the Vendor's Solicitors within fourteen (14) days from the date of receipt of the notice of termination by the Vendor's Solicitor's and/or where the Vendor's Solicitors shall fail to release the Payment within Three (3) Working Days from the date of receipt by the Vendor's Solicitors of all documents stated in Clauses 12.1.2(a), 12.1.2(b), 12.1.2(c) and 12.1.2(d) above, the Vendor shall be liable to pay Late Refund Interest on such sum as are overdue calculated from the date immediately after the expiry of the timeline stated herein to the date of full refund together with the Late Refund Interest.

12.2. Default by Purchaser

- 12.2.1. In the event that the Purchaser fails to pay the Balance Purchase Price hereof within the Extended Completion Period for any reason whatsoever OR in the event the Purchaser is wound up, then the Vendor shall be entitled by notice in writing to the Purchaser to terminate this Agreement and forfeit absolutely the Deposit as agreed liquidated damages and shall within fourteen (14) days from the Vendor's notice in writing, deposit with the Vendor's Solicitors all other monies paid towards the Purchase Price pursuant to this Agreement, if any (hereinafter referred to as "**the Refund**"). The Purchaser shall within fourteen (14) Working Days of the confirmation from the Vendor's Solicitors of the receipt of the Refund by the Vendor thereof comply with its obligations pursuant to Clauses 12.1.2(a), 12.1.2(b), 12.1.2(c) and 12.1.2(d) above. Thereafter this Agreement shall become null and void and be of no further effect and neither Party hereto shall have any further claims action or proceeding against the other in respect of or arising out of this Agreement save as provided in Clauses 12.5.1 and 12.5.2 and the Vendor shall be at liberty to sell or otherwise to dispose of the Property at such price and in such manner to such person or persons as the Vendor shall think fit.

- 12.2.2. In the event that the Vendor shall fail to deposit the Refund with the Vendor's Solicitors pursuant to Clause 12.2.1; and/or the Vendor's Solicitors shall fail to refund and pay to the Purchaser the Refund within THREE (3) Working Days from the date of the Vendor's Solicitor's receipt of all documents stated in Clause 12.1.2(a), 12.1.2(b), 12.1.2(c) and 12.1.2(d) above, the Vendor shall be liable to pay Late Refund Interest on such sum as are overdue calculated from the date immediately after the expiry of the timeline stated herein to the date of full refund together with the Late Refund Interest.

12.3. Non-registration of Transfer

- 12.3.1. Both parties hereby undertake to do all acts and things, execute and sign further documents if and when necessary to procure and/or ensure registration of the Purchaser as registered proprietor of the Property free from all Encumbrances.
- 12.3.2. In the event that the Transfer cannot be registered by the relevant land registry due to any reason not attributable to either Party hereto and such cause or reason cannot be or is not rectified, remedied and/or overcome within two (2) months (or such other period as agreed by the Parties in writing) from the date of the Purchaser's receipt of a notice of such non-acceptance or rejection or non-registration PROVIDED ALWAYS that all avenues pursuant to Clause 12.3.1 above has been utilised and exercised by both Parties to ensure and procure registration, any Party shall be entitled to terminate this Agreement by written notice to the other Party, then the Vendor shall, within fourteen (14) days of the Vendor's Solicitors' receipt of the written notice thereof, deposit with the Vendor's Solicitors all sums paid pursuant to this Agreement free of interest (hereinafter referred to as "**the NT Refund**"). The Purchaser shall within fourteen (14) Working Days of the confirmation from the Vendor's Solicitors' receipt of the NT Refund by the Vendor thereof comply with its obligations pursuant to Clauses 12.1.2(a), 12.1.2(b), 12.1.2(c) and 12.1.2(d) above. Thereafter, this Agreement shall become null and void and be of no further effect and neither Party hereto shall have any further claims action or proceeding against the other in respect of or arising out of this Agreement save as provided in Clauses 12.5.1 and 12.5.2 and the Vendor shall be at liberty to sell or otherwise to dispose of the Property at such price and in such manner to such person or persons as the Vendor shall think fit.
- 12.3.3. In the event that the Vendor shall fail to deposit the NT Refund with the Vendor's Solicitors pursuant to Clause 12.3.2; and/or the Vendor's Solicitors shall fail to refund and pay to the Purchaser the NT Refund within THREE (3) Working Days from the date of the Vendor's Solicitor's receipt of all documents stated in Clauses 12.1.2(a), 12.1.2(b), 12.1.2(c) and 12.1.2(d) above, the Vendor shall be liable to pay Late Refund Interest on such sum as are overdue calculated from the date immediately after the expiry of the timeline stated herein to the date of full refund together with the Late Refund Interest.

12.4. Other encumbrances

In the event the transfer of the said Property (or any thereof) in favour of the Purchaser cannot be registered by reason of any caveat prohibitory order or other obstacles or encumbrances not caused by the Purchaser or the Purchaser's Financier, it shall be the duty and responsibility of the Vendor, who shall use its best endeavour to remove or cause to be removed immediately at his own cost and expense such caveat prohibitory order or other encumbrances so as to enable the Purchaser to be registered as the proprietor of the said Property PROVIDED ALWAYS that, without prejudice to the Purchaser's rights under this Agreement (in particular, Clause 12.1), the Completion Period shall be extended free of interest by such number of days until the Vendor shall have caused the removal of such caveat prohibitory order or other obstacles or encumbrances.

12.5. Consequences of Termination

- 12.5.1. Upon the lawful termination of this Agreement, neither Party shall have any further obligation under this Agreement to the other Party, other than:
- (a) the respective Parties' obligations which are to be performed upon such termination;

- (b) any obligation which is expressed to survive such termination; and
- (c) any rights or obligations which have accrued to any Party in respect of any breach of any provision of this Agreement prior to such termination.

12.5.2. The Vendor hereby authorises the Stakeholder to refund to the Purchaser any monies received by them under this Agreement pursuant to the terms of this Agreement, whether as stakeholder or for the Vendor's account as part of the Purchase Price, which monies the Vendor is obliged to refund upon the termination of this Agreement.

13. POWER TO CAVEAT

13.1. The Vendor hereby consents and repeat its prior consent to permit the Purchaser at its own costs and expenses to present and register a private caveat over the Property for the purpose of protecting the Purchaser's interest in the Property and prohibiting any dealings by the Vendor in the Property prior to the completion or lawful termination of this Agreement, as the case may be PROVIDED always that the Purchaser shall simultaneously execute and deposit with the Purchaser's Solicitors the withdrawal of private caveat in Form 19G of the NLC and the requisite registration fee and the Purchaser's Solicitors shall be authorised to present the said withdraw form at the relevant land registry to withdraw the private caveat upon lawful termination pursuant to the provisions of this Agreement at the Purchaser's costs and expenses.

14. GOVERNMENT ACQUISITION

14.1. The Vendor hereby warrants and undertakes to the Purchaser that as at the date of execution of this Agreement there has not been any acquisition of the Property or any part thereof and that the same is not subject to acquisition or intended acquisition by any governmental statutory urban or municipal authority and that no advertisement in the Government Gazette of such intentions has been published pursuant to either Section 4 or Section 8 of the Land Acquisition Act, 1960 [Act 486].

14.2. In the event of all or any of the fact representations and warranties described in Clause 14.1 shall be false or untrue in any respects the Purchaser shall be entitled to terminate this Agreement whereupon the Vendor shall forthwith refund all whatsoever monies paid by the Purchase pursuant to this Agreement.

14.3. In the event that the Property or any part thereof is subject to intended acquisition whether by notification or any publication in the gazette or prior to or after the date of this Agreement but before the presentation of Memorandum of Transfer in favour of the Purchaser, the Vendor shall immediately give notice to the Purchaser of such notification or publication, whereupon the Purchaser shall be entitled by notice to elect to terminate this Agreement or to complete the purchase of the Property.

14.4. In the event that the Purchaser elects to terminate the sale and purchase herein, the Vendor shall refund all monies (including but not limited to the Deposit) paid by the Purchaser to the Vendor where the obligations of the Parties under Clauses 12.3.2 and 12.3.3 shall be applicable *mutatis mutandis*.

14.5. In the event that the Purchaser elects to complete the purchase of the Property, the Parties hereto is not entitled to any reduction or increase of the Purchase Price PROVIDED ALWAYS that the Vendor shall upon receipt of full payment of the Purchase Price, the Late Payment Interest (if any) and all apportionment of Outgoings, immediately serve notice upon such authority of the Purchaser's interest in the Property under the terms and conditions of this Agreement and thereafter the Purchaser shall be absolutely entitled to receive the whole of the benefit of any arrangement made or the compensation (if any) awarded by the Government or such other competent acquiring authority in respect of the acquisition and to appear and attend all enquiries and hearings either in the name of the Vendor or the Purchaser and the Vendor shall do all acts and things and execute and sign all documents to enable the Purchaser to procure such arrangement or compensation.

15. PROPERTY DESTROYED

15.1. In the event that the Property is destroyed by fire, flood, earthquake, bad weather, force majeure or other causes before the Completion Date, the Purchasers shall be entitled at its absolute discretion to terminate this Agreement by notice in writing to the Vendor whereupon the Vendor shall within fourteen (14) days from the date of such notice refund to the Purchaser all monies (including but not limited to

the Deposit) paid herein to the Vendor by the Purchaser and/or the Purchasers' Financier and the obligations of the Parties under Clauses 12.3.2 and 12.3.3 shall be applicable *mutatis mutandis*.

16. WINDING UP

16.1. The Purchaser shall be entitled to terminate this Agreement upon the occurrence of all or any of the following events where it shall be deemed that the Vendor has defaulted in this Agreement :-

16.1.1. where there is any winding up petition presented or threatened in writing to be presented nor winding up proceedings instituted or threatened in writing against the Vendor;

16.1.2. where the Vendor entered into liquidation (whether voluntary or compulsory) or enter into any composition or arrangement with or for the benefit of the creditors of the Vendor or allow any judgement against the Vendor to remain unsatisfied for a period of twenty-one (21) days;

16.1.3. where the register document of title kept by the relevant land registry is damaged, missing or could not be located or where any prohibitory orders, caveats or other prohibitions are found to exist such as would prevent the Memorandum of Transfer in favour of the Purchaser from being registered; and

16.1.4. where the Existing Chargee has commenced foreclosure proceedings against the Vendor or any order for sale having been obtained from the Land Administrator or the Court;

16.2. However and not in derogation of the Purchaser's right under Clause 16.1, where the Vendor has breached Clauses 16.1.1, 16.1.2, 16.1.3 and/or 16.1.4 above, the Purchaser shall be entitled to exercise its rights under Clause 12.1, in addition and without prejudice to its rights and remedies under laws.

17. SPECIAL CONDITIONS

17.1. The Special Conditions as stated in **PART XVI of Schedule 1** hereto shall be construed to form and be part of this Agreement and in the event of conflict between the Special Conditions and this Agreement the Special Conditions shall prevail.

18. VENDOR'S WARRANTIES AND REPRESENTATIONS

18.1. The Vendor hereby declares and represents to the Purchaser as follows:-

18.1.1. all provisions of Recitals (a) to (c) are true, correct and accurate;

18.1.2. save where disclosed herein, the Vendor has not entered into any agreement with any person, firm or company to sell the Property or any part thereof or granted any lease, option, license, easement or any other right whatsoever over or in respect of the Property or any part thereof to any person, firm or company;

18.1.3. upon execution of this Agreement, the Vendor (including its directors, employees, attorneys and authorised persons) will not sell, transfer, charge, assign, license, pledge, lease, agree to lease, let or part with possession of the Property or any part thereof without the consent of the Purchaser;

18.1.4. the Vendor is the beneficial owner of the Property and have full power and authority to sell and transfer the Property and able to pass good title thereto and have not disposed of or encumbered the Property in any way prior to the date of this Agreement;

18.1.5. to the best of the Vendor's knowledge, there is no winding up petition presented or threatened in writing to be presented nor winding up proceedings instituted or threatened in writing against the Vendor nor has the Vendor entered into liquidation (whether voluntary or compulsory) or any composition or arrangement with or for the benefit of its creditors, and no order has been made or effective resolution passed for the winding up of the Vendor nor proceedings instituted or meeting(s) called with a view to obtaining any such order or to pass any such resolution as at the date hereof;

- 18.1.6. to the best of the Vendor's knowledge there are no outstanding notices, orders, requirements or schemes of any Federal State Local Government or Authority or statutory body which will or may impede, affect, restrict, obstruct, prejudicially or adversely affect the present or continued use by the Vendor or the Purchaser or successors in title of the Property or any part thereof or which may subject to the Vendor or the Purchaser or successors in title to the Property to any onerous charge or liability;
- 18.1.7. there are no pending suit legal proceeding or claims from any person or body against the Vendor with any ownership, title, claim, demand, interest, benefit or right whatsoever to the Property, and no power of attorney has been or shall be granted to any person or body which may affect in any way the Vendor's title or rights to dispose of the Property to the Purchaser;
- 18.1.8. all quit rent and assessments in respect of the Property as at the date of this Agreement have been duly paid and kept up to date or will be fully settled by the Vendor up to the Completion Period;
- 18.1.9. the Vendor is a company duly incorporated and validly existing under the laws of Malaysia, and is free at liberty, and has the full and sole legal right, power and legal capacity to sell and transfer the Property to the Purchaser, to enter into, execute and deliver this Agreement and to perform all its obligations under this Agreement, and this Agreement is at all times valid, binding and enforceable on the Vendor and that in so doing the Vendor will not contravene any law nor breach any contractual obligation on the Vendor's part;
- 18.1.10. the Vendor shall not deal with or enter or permit any Encumbrances on the Property in any way after the date of this Agreement and shall not at any time hereafter do or suffer to be done or commit any act matter or thing in or in respect of the Property which may render the Property or any part liable to forfeiture or attachment or which may contravene the provisions of any existing legislation or requirements up to the Completion Period or the Extended Completion Period, as the case may be;
- 18.1.11. the Vendor has not applied for necessary permissions and approvals in respect of all alterations, extensions, demolitions, additions and/or renovations carried out in or to the Property and has not carried out, constructed or built any extensions, renovations, alterations and upgrading works within the Property;
- 18.1.12. all conditions, restrictions, category of land use, laws, by-laws, rules, regulations, orders, notices and requirements of the Appropriate Authority affecting the Property have been disclosed in writing to the Purchaser, and have been and shall be duly complied (or caused to be complied) with by the Vendor, and the Vendor has not done or suffered to be done, or omitted to do any act, matter or thing in relation to the Property which may render the Property subject or liable to forfeiture, attachment or reversion to any appropriate authority, or which may contravene any of such conditions, restrictions, category of land use, laws, by-laws, rules, regulations, orders, notices and requirements;
- 18.1.13. no application has been or will be made for any change, alteration or amendment to the category of land use, condition of title, restriction in interest, zoning or permitted use of the Property, and there is no notice from any appropriate authority of such change or intended change nor any existing, proposed or contemplated plan or notice to widen, modify or realign any street or road contiguous to the Property;
- 18.1.14. no application has been or will be made for any subdivision, amalgamation, partition, surrender or re-alienation of the Property;
- 18.1.15. the Vendor is not aware and has no knowledge of any contamination or pollution, or notice, claim, demand, complaint, action, suit or proceedings relating to any violation or breach of any environmental laws, or any presence, release, discharge, emission or exposure to hazardous items, relating to or affecting the Property or any part thereof;

- 18.1.16. the Vendor shall indemnify the Purchaser against all fines and penalties in respect of the Property arising prior to the date of delivery of vacant possession of the Property to the Purchaser or the Completion Period or the Extended Completion Period, whichever date is the later, arising from the Vendor's default or omission;
- 18.1.17. there are no persons who may have any rights to the Property save and except those which have been disclosed to the Purchaser in this Agreement; and
- 18.1.18. the Vendor is not aware and has no knowledge of any facts (other than those which have already been disclosed in this Agreement) which ought reasonably to be disclosed to the Purchaser, or if disclosed to the Purchaser, might reasonably affect the Purchaser's decision to purchase the Property and/or enter into this Agreement.
- 18.2. The Purchaser hereby warrants and represents to the Vendor as follows:-
- 18.2.1. to the best of the Purchaser's knowledge, there is no winding up petition presented or threatened in writing against the Purchaser, nor has the Purchaser entered into liquidation (whether voluntary or compulsory) or any composition or arrangement with or for the benefit of its creditors as at the date hereof;
- 18.2.2. there are no pending suit legal proceedings or claims against the Purchaser which may affect in any way the Purchaser's ability to complete the purchase of the Property; and
- 18.2.3. the Purchaser has the legal capacity to enter into this Agreement and that in so doing the Purchaser will not contravene any law nor breach any contractual obligation on the Purchaser's part.
- 18.3. The truth and correctness of the matters stated in the representation and warranties as set out in Clause 18.1 and Clause 18.2 (as the case may be) shall form the basis of the Vendor's commitment to sell the Property and the Purchaser's commitment to purchase the Property respectively in accordance with the provisions of this Agreement and the Parties may treat the same as material conditions of this Agreement. Each Party declares and represents to the other Party that all warranties and representations given by each such Party herein above and in this Agreement are true in all respects and shall continue to be so to the end of the Completion Period or the Extended Completion Period.
- 18.4. In the event any representations, warranties, covenants or undertakings contained in Clause 18.1 or Clause 18.2 (as the case may be) which if rectifiable, is not rectified by the defaulting Party within FOURTEEN (14) DAYS of receipt of a written notice from the non-defaulting Party, the non-defaulting Party shall be entitled to exercise its rights under Clause 12.1 or Clause 12.2 (as the case may be). .

19. COSTS

19.1. *Solicitors' Costs*

Each Party shall bear its own Solicitors' costs of, and incidental to, the preparation of this Agreement.

19.2. *The Purchaser*

The Purchaser shall bear the registration fees for the Foreign Approval, the stamp duty for the Memorandum of Transfer and all costs and expenses pertaining to the entry or withdrawal of private caveat entered by the Purchaser and/or the Purchaser's Financier.

19.3. *The Vendor*

The Vendor shall bear all the legal fees, stamp duty, registration and other fees and costs relating to and incidental the preparation and registration of the Discharge of Charge on the Property and the Caveat Withdrawal.

20. TIME

- 20.1. Time whenever mentioned herein shall be deemed to be and treated as of the essence of this Agreement.

21. SUCCESSORS BOUND

21.1. This Agreement shall be binding upon the respective heirs, executors, administrators, legal representatives, successors in title, nominees and permitted assigns of the Parties hereto.

22. NOTICES

22.1. Any notice, request or demand requiring to be served by either Party hereto to the other under the provisions of this Agreement shall be in writing, in the English language and shall be deemed to be sufficiently served upon and received by the addressee:-

22.1.1. if it is given by post in a registered letter with postage prepaid addressed to the other Party to be served at its address hereinbefore mentioned or as either Party may notify to the other Party from time to time, or to either Party's solicitors and in such a case it shall be deemed (whether actually delivered or not) to have been served at the time when such registered letter would in the ordinary course of post be delivered; or

22.1.2. if it is given by hand to the other Party to be served at its address hereinbefore mentioned or as either Party may notify to the other Party from time to time, or to either Party's solicitors, then it shall be deemed to have been received at the time of delivery; or

22.1.3. if it is sent by e-mail, a copy of the e-mail that was sent together with an electronic time stamp of the delivery of that e-mail.

22.2. Any notice pertaining to the termination of this Agreement to be served by either Party hereto to the other Party shall be in writing and shall be deemed to be sufficiently served in accordance with Clause 22.1.1 and 22.1.2 above.

22.3. Any change of address of either Party shall be communicated to the other Party in writing.

23. COUNTERPARTS EXECUTION

This Agreement may be executed in any number of counterparts, and by the Parties on separate counterparts, but shall not be effective until each Party has executed at least one (1) counterpart. Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute but one (1) and the same instrument. The Parties agree to execute this Agreement in counterparts after 4:30pm MYT on a Working Day.

24. DEFINITIONS

24.1. Wheresoever used in this Agreement unless the contents shall otherwise so require the following expressions shall have the following meanings:

24.1.1. "**Day**" shall mean a calendar day;

24.1.2. "**Encumbrances**" shall mean all or any encumbrance, or any restriction which prohibits the passing of the legal, registered and/or beneficial title of any Property to the Purchaser, the Purchaser's use and enjoyment of, or the right to deal with any Property (including the interests therein, and the rights and ownership thereof), including without limitation to charges, mortgages, assignments, title retention, trust arrangements, lease, tenancy (other than the Tenancy), licence, options, right of first refusal, caveats (whether private, trust, lien-holder's or registrar's), lien, debenture, pledges, squatters, prohibitory/attachment orders, easements, equities, restraints, rights, liabilities, interests, claims, demands, actions, injunctions, orders, litigations, arbitrations, proceedings and any other security arrangement whatsoever nature and/or any agreement to create any of the foregoing howsoever created or arising, and "**Encumbrance**" shall be construed accordingly;

24.1.3. "**Parties**" shall mean collectively, the Vendor and the Purchaser, and "**Party**" shall mean either the Vendor or the Purchaser;

24.1.4. "**Working Day**" shall mean a day except a Saturday, Sunday or public holiday (gazetted or ungazetted and whether scheduled or unscheduled) on which financial institutions licensed

under the Financial Services Act 2013 [Act 758] and/or the Islamic Financial Services Act 2013 [Act 759] are open for business in Wilayah Persekutuan Kuala Lumpur; and

24.1.5. "Month" shall mean a calendar month.

25. INTERPRETATION

In this Agreement unless there is something in the subject or context inconsistent with such construction or unless it is otherwise expressly provided:-

- 23.1 The expressions "the Vendor" and "the Purchaser" include the respective successors in title, personal representatives and permitted assigns of the Vendor and the Purchaser and where two or more persons are included in any of the aforesaid expressions this Agreement binds such persons jointly and severally;
- 23.2 Words importing the masculine gender shall be deemed to include the feminine and neuter genders;
- 23.3 Words importing the singular number only include the plural and vice versa;
- 23.4 Words denoting persons shall include corporations, and vice versa;
- 23.5 For the purpose of calculating any period of time stipulated herein, or when an act is required to be done within a specified period after or from a specified date, the period is inclusive of the day on which the event happens or the act or thing is done;
- 23.6 A period of days from the happening of an event or the doing of any act or thing is done and if the last day of the period is a weekly holiday or public holiday or not a working day ("an excluded day"), the period shall include the next following day which is not an excluded day; and
- 23.7 The expression "Ringgit Malaysia" and the Abbreviation of "RM" shall mean the lawful currency of Malaysia.
- 23.8 Any reference to "pay", or cognate expressions, includes payments made in cash or by way of cheques, cashier's orders or banker's drafts upon clearance (drawn on a bank licensed to carry on banking business under the provisions of the Financial Services Act 2013 [Act 758] and/or the Islamic Financial Services Act 2013 [Act 759]) when cleared or effected through inter-bank transfers to the account of the payee, giving the payee access to immediate available, freely transferable, cleared funds.

26. MISCELLANEOUS

26.1. **Survival of Obligations**

Notwithstanding the completion of the sale and purchase of the Property hereunder, the terms and conditions of this Agreement shall remain in full force and effect insofar as the same are intended to subsist.

Notwithstanding any provision herein to the contrary, any indemnity given hereunder by one Party to the other Party shall survive the completion of the transaction contemplated hereunder.

26.2. **Confidentiality**

The Parties hereto shall keep confidential all information obtained in connection with this Agreement and the proposed transaction except where such disclosure (including the public display of this Agreement) is required by (i) any applicable laws, regulations or statutory requirements; (ii) any regulatory, governmental or supervisory authority having jurisdiction over the disclosing party; or (iii) the rules, regulations, codes or guidelines (whether or not having the force of law) of any of the authorities mentioned in (i) and (ii) above.

26.3. **Anti-Money Laundering Provision**

The Purchaser covenants warrants, represents, and undertakes that all monies paid or to be paid to the

account of the Purchase Price herein comes from lawful sources and does not breach the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 [Act 163] or any similar or applicable act, law, regulation or regulatory requirement applying in the jurisdiction where the monies are derived. In the event that the Purchaser is in breach of this clause, the Vendor shall be entitled to exercise the Vendor's right under Clause 12 of this Agreement.

26.4. Entire Agreement

This Agreement constitutes the whole agreement between the Parties hereto and supersedes and cancels in all respects all previous letters, expectations, understandings, communications, representations, correspondence, email correspondence undertaking, agreement if any, whether written or oral, between them in respect of the subject matter and it is expressly declared that no variations shall be effective unless made by the Parties hereto in writing.

26.5. Knowledge or acquiescence

Knowledge or acquiescence of either Party hereto of or in any breach of any of the terms, conditions or covenants herein contained shall not operate as or to be deemed to be a waiver of such terms, 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 acquire strict performance by the other Party of the terms and conditions herein.

26.6. Invalidity and severability

Any term, condition, stipulation, provision, covenant or undertaking in this Agreement which is illegal void prohibited or unenforceable shall be ineffective to the extent of such illegality, voidness, prohibition or unenforceable, without invalidating the remaining provisions hereof, and such illegality, voidness, prohibition or unenforceability shall not invalidate or render illegal, void or unenforceable any other term, condition, stipulation, provision, covenant or undertaking herein contained, and the Parties shall negotiate and agree in good faith on a substitute provision which is valid and enforceable and achieve to the greatest extent possible the economic, legal and commercial objectives of such illegal, void, invalid, prohibited or unenforceable provision.

26.7. Table of contents and headings

The table of contents, headings and sub-headings in this Agreement are inserted merely for convenience of reference only and shall be ignored in the construction and interpretation of any of the provisions herein contained.

26.8. Recitals and schedules

The recitals and schedules of and to this Agreement shall have the effect and be construed as an integral part of this Agreement.

26.9. Governing Laws

This Agreement is governed by and construed in accordance with the laws of Malaysia and the Parties irrevocably submit to the exclusive jurisdiction of the courts of Malaysia.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

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

VENDOR

The common seal of the VENDOR
A. D. TRENDS SDN. BHD.
(Registration No. : 199401019670 [305349-P])
was hereto affixed
in the presence of

]
]
]
]
]
]
]





Director
Name : LO KEE LENG
NRIC No. : 530506-10-5319



Director/Secretary
Name : CHIA MIOW CHONG
NRIC No. : 580410-10-5352

PURCHASER

Signed for and on behalf of the PURCHASER
YAN TAT TECHNOLOGY SDN. BHD.
(Registration No. 202401047433 (1593279-V))
in the presence of

]
]
]
]
]
]
]

(signed in counterpart)

Witness

Director
Name : CHAN YAN WING
Passport No. : HJ2349246

PURCHASER

Signed for and on behalf of the PURCHASER]
YAN TAT TECHNOLOGY SDN. BHD.]
(Registration No. 202401047433 (1593279-V))]
in the presence of LAI HAU YIN]
(Passport No. : HJ2246303)]
]

Witness

Director

Name : CHAN YAN WING
Passport No. : HJ2349246

SALE AND PURCHASE AGREEMENT

SCHEDULE 1	
<i>(which is to be taken read and construed as an essential part of this Agreement)</i>	
PART I	<u>DATE OF AGREEMENT</u> 24 FEB 2025
PART II	<u>VENDOR'S NAME AND PARTICULARS</u> A. D. TRENDS SDN. BHD. (Registration No. 199401019670 [305349-P]) a company registered in and under the laws of Malaysia and having its <u>registered address</u> at:- Wisma Goshen, 2 nd Floor, 60 @ 62, Jalan SS22/21 Damansara Jaya, 47400 Petaling Jaya, Selangor and a <u>place of business</u> at:- No. 9, Jalan 2/118C, Desa Tun Razak, 56000 Kuala Lumpur
PART III	<u>PURCHASER'S NAME AND PARTICULARS</u> YAN TAT TECHNOLOGY SDN. BHD. (Registration No. 202401047433 (1593279-V)) a company registered in and under the laws of Malaysia and having its <u>registered address</u> at:- 183A, 1.5 miles Jalan Kapar 41400 Klang Selangor and having its mailing address at: Room 809, Kwong Sang Hong Centre, 151-153 Hoi Bun Road, Kwun Tong, Kowloon, Hong Kong Email: harrylai@yantat.com Attention to: MR. LAI HAU YIN

SCHEDULE 1	
<i>(which is to be taken read and construed as an essential part of this Agreement)</i>	
PART IV	<p><u>THE PROPERTY</u></p> <p>All that piece of industrial freehold land held under individual title No. H.S.(D) 44123, No. PT 37828, Mukim Kajang, Daerah Ulu Langat, Negeri Selangor with an area measuring approximately 19,823 square metres together with a unit of one (1) storey factory with two (2) storey office and two (2) units of two (2) storey factory erected thereon and bearing the postal address of PT 5755-2, Jalan Sg. Chua, Kaw. Perusahaan Bukit Angkat, 43000 Kajang, Selangor.</p>
PART V	<p><u>RESTRICTION IN INTEREST & ENCUMBRANCES</u></p> <p><u>Restriction in interest</u> NIL</p> <p><u>Category of Land Use</u> "Industri"</p> <p><u>Express condition(s)</u> "Perusahaan"</p> <p><u>Existing Charge</u> Registered Charge created by ALLIANCE BANK MALAYSIA BERHAD (Registration No. 198201008390) (88103-W) Presentation No. 001SC77497/2022 registered on 27.07.2022 (hereinafter referred to as "the Existing Chargee")</p> <p><u>Existing Caveat</u> Registered Private Caveat lodged by ALLIANCE BANK MALAYSIA BERHAD (Registration No. 198201008390) (88103-W) Presentation No. 001B21306/2022 registered on 11.05.2022 (hereinafter referred to as "the Existing Caveator")</p>
PART VI	<p><u>NAME AND PARTICULARS OF THE PURCHASER'S SOLICITORS</u></p> <p>MESSRS. SKRINE Advocates and Solicitors of Level 8, Wisma UOA Damansara 50 Jalan Dungun Damansara Heights 50490 Kuala Lumpur</p>
PART VII	<p><u>NAME AND PARTICULARS OF THE VENDOR'S SOLICITORS</u></p> <p>MESSRS. YEE HOW & TAN, Advocates and Solicitors of No. 279C, 3rd Floor, Jalan Perkasa 1, Taman Maluri, 55100 Kuala Lumpur.</p>

SCHEDULE 1	
<i>(which is to be taken read and construed as an essential part of this Agreement)</i>	
PART VIII	<p><u>NAME AND PARTICULARS OF STAKEHOLDER</u></p> <p>Messrs. Yee How & Tan, Advocates and Solicitors of No. 279C, 3rd Floor, Jalan Perkasa 1, Taman Maluri, 55100 Kuala Lumpur.</p>
PART IX	<p><u>PURCHASE PRICE</u></p> <p>Ringgit Malaysia Forty Three Million Seven Hundred and Fifty Thousand (RM43,750,000.00) only.</p>
PART X	<p><u>DEPOSIT</u></p> <p>The sum of Ringgit Malaysia Four Million Three Hundred and Seventy Five Thousand (RM4,375,000.00) only, equivalent to ten per centum (10%) of the Purchase Price, shall be paid in the following manner, the receipt of which the Vendor hereby acknowledges:-</p> <p>(a) the sum of Ringgit Malaysia Eight Hundred and Seventy Five Thousand (RM875,000.00) only, equivalent to two per centum (2%) of the Purchase Price ("the Earnest Deposit") has been paid by the Purchaser to the Vendor's Solicitors as stakeholders prior to the execution of this Agreement; and</p> <p>(b) the sum of Ringgit Malaysia Three Million Five Hundred Thousand (RM3,500,000.00) only, equivalent to eight per centum (8%) of the Purchase Price ("Balance Deposit"), to be paid by the Purchaser to the Vendor's Solicitors as stakeholders, upon the execution of this Agreement in the following manner:</p> <p>i. the CKHT Sum to the Vendor's Solicitors as stakeholders, who shall be authorised to release the same to the Purchaser's Solicitors within three (3) Working Days from the Unconditional Date to be dealt with the same in accordance with Clause 8; and</p> <p>ii. the sum of Ringgit Malaysia Two Million One Hundred Eighty Seven Thousand and Five Hundred (RM2,187,500.00) only, equivalent to five per centum (5%) of the Purchase Price ("Remaining Deposit") to the Stakeholder, who shall only be authorized to release the Remaining Deposit to the Vendor after the Unconditional Date.</p> <p>The Earnest Deposit and the Balance Deposit shall in the event of completion of this Agreement be treated as part payment of the Purchase Price.</p>
PART XI	<p><u>BALANCE PURCHASE PRICE</u></p> <p>Ringgit Malaysia Thirty Nine Million Three Hundred and Seventy Five Thousand (RM39,375,000.00) only, equivalent to ninety percent (90%) of the Purchase Price.</p>
PART XII	<p><u>COMPLETION PERIOD</u></p> <p>Three (3) months from the Unconditional Date.</p>

SCHEDULE 1	
<i>(which is to be taken read and construed as an essential part of this Agreement)</i>	
PART XIII	<u>EXTENDED COMPLETION PERIOD</u> One (1) month from the expiry of the Completion Period
PART XIV	<u>INTEREST RATE</u> Eight per centum (8%) per annum
PART XV	<u>CONDITIONS FOR RELEASE OF BALANCE PURCHASE PRICE</u> The Vendor shall have delivered legal possession of the Property in accordance with the terms and conditions of this Agreement.
PART XVI	<u>SPECIAL CONDITIONS</u> NIL

SCHEDULE 2

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

NOVATION AGREEMENT

THIS NOVATION AGREEMENT is made on

BETWEEN:

- I. **A. D. TRENDS SDN. BHD. (Registration No. 199401019670 (305349-P))**, a company incorporated in Malaysia with its registered address at Wisma Goshen, 2nd Floor, 60 @ 62, Jalan SS22/21, Damansara Jaya, 47400 Petaling Jaya, Selangor and its place of business at No. 9, Jalan 2/118C, Desa Tun Razak, 56000 Kuala Lumpur ("**Outgoing Landlord**");

AND

- II. **YAN TAT TECHNOLOGY SDN. BHD. (Registration No. 202401047433 (1593279-V))**, a company incorporated in Malaysia with its registered address at 183A, 1.5 miles, Jalan Kapar, 41400 Klang, Selangor ("**Incoming Landlord**");

AND

- III. **DENSHI MARUWA INDUSTRIES (M) SDN. BHD. (Registration No. 199301009084 (263821-T))**, a company incorporated in Malaysia with its place of business at Lot 5755-2, Kidamai Industrial Estate, 43000 Kajang, Selangor ("**Tenant**");

("Parties" shall mean the Outgoing Landlord, the Incoming Landlord and the Tenant collectively, and "Party" shall mean any one of them).

WHEREAS:

- A. The Outgoing Landlord is the sole registered and beneficial owner of all that piece of industrial freehold land held under individual title No. H.S.(D) 44123, No. PT 37828, Mukim Kajang, Daerah Ulu Langat, Negeri Selangor with an area measuring approximately 19,823 square metres together with a unit of one (1) storey factory with two (2) storey office and two (2) units of two (2) storey factory erected thereon and bearing the postal address of PT 5755-2, Jalan Sg. Chua, Kaw. Perusahaan Bukit Angkat, 43000 Kajang, Selangor ("**Demised Premises**").
- B. The Outgoing Landlord has entered into a tenancy agreement dated 7 July 2022 with the Tenant ("**Tenancy Agreement**") whereby the Outgoing Landlord granted and the Tenant took a tenancy of the Demised Premises upon the terms and conditions contained therein.
- C. By the Sale and Purchase Agreement dated _____ between the Outgoing Landlord and the Incoming Landlord, the Outgoing Landlord has agreed to sell and the Incoming Landlord has agreed to purchase the Demised Premises subject to the terms and conditions contained therein ("**SPA**").
- D. Pursuant to the completion of the SPA in accordance with the terms therein, the Outgoing Landlord desires to transfer all its rights, title, interests and benefits under the Tenancy Agreement to the Incoming Landlord upon the terms and conditions hereinafter contained.

NOW THE PARTIES HEREBY AGREE AS FOLLOWS:

1. INTERPRETATION

The meaning assigned to each term defined herein is equally applicable to both the singular and the plural forms of such term and vice versa. The terms "hereof", "herein" and "herewith", and words of similar import, unless otherwise stated, are construed to refer to this Agreement as a whole and not to any particular provision of this Agreement. When a reference is made in this Agreement to a Recital or Clause, such reference is to a Recital or Clause of this Agreement unless otherwise specified. The words "include", "includes" and "including" when used in this Agreement are deemed to be followed by the words "without limitation", unless otherwise specified. A reference to any Party includes such Party's predecessors, successors, and permitted assigns. Any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any Party by

virtue of the authorship of this Agreement does not apply to the construction and interpretation hereof.

2. NOVATION

- 2.1 The Parties hereby agree that with effect from the date of this Novation Agreement ("**Effective Date**"), the Tenancy Agreement is novated in favour of the Incoming Landlord.
- 2.2 In consideration of the mutual covenants and undertakings herein contained, on and with effect from the Effective Date, all rights, title, interests, benefits and obligations of the Outgoing Landlord under the Tenancy Agreement shall be novated to the Incoming Landlord as if the Incoming Landlord is a party to the Tenancy Agreement in lieu of the Outgoing Landlord. The Outgoing Landlord shall have no rights, title, interest, benefit or claim of whatsoever nature whether legal equitable or otherwise under the Tenancy Agreement, and shall indemnify the Incoming Landlord and keep the Incoming Landlord indemnified from and against any and all claims, demands, actions, damages, losses, costs and liabilities which the Incoming Landlord may suffer or incur, or is brought or taken against the Incoming Landlord arising from, caused by, or due or attributable to any breach, default, failure, omission, negligence or wrongful act of the Outgoing Landlord of all or any of the covenants, responsibilities, obligations, terms and conditions under the Tenancy Agreement before the Effective Date.
- 2.3 On and with effect from the Effective Date, the Tenant (i) releases and discharges the Outgoing Landlord from all obligations, covenants, claims, demands and liabilities whatsoever in respect of and under the Tenancy Agreement, (ii) accepts and acknowledges the Incoming Landlord's rights, title, interests, benefits, and performance of its obligations under the Tenancy Agreement in lieu of the Outgoing Landlord, and (iii) agrees to continue to be fully bound by, and observe and comply with the Tenancy Agreement in every way as if the Incoming Landlord is named in the Tenancy Agreement as a party thereto in place of the Outgoing Landlord, and shall punctually pay to the Incoming Landlord all rentals and sums payable by the Tenant.
- 2.4 With effect from the Effective Date, the Security Deposit paid by the Tenant to the Outgoing Landlord and held by the Outgoing Landlord in accordance with the Tenancy Agreement shall be transferred to the Incoming Landlord.

3. REPRESENTATIONS

Each Party represents to the others that it has the power to enter into this Agreement and has taken all necessary actions to authorise its execution, entry, delivery and performance of this Agreement.

4. GENERAL PROVISIONS

- 4.1 Each Party shall bear its own solicitors' costs. The Incoming Landlord shall bear the stamp duty payable on this Agreement.
- 4.2 The Parties hereto shall keep confidential all information obtained in connection with this Agreement and the proposed transaction except where such disclosure (including the public display of this Agreement) is required by (i) any applicable laws, regulations or statutory requirements; (ii) any regulatory, governmental or supervisory authority having jurisdiction over the disclosing party; or (iii) the rules, regulations, codes or guidelines (whether or not having the force of law) of any of the authorities mentioned in (i) and (ii) above.
- 4.3 This Agreement shall be governed by and construed in accordance with the laws of Malaysia, without regard to the conflicts of law provisions.
- 4.4 This Agreement shall be binding upon the respective liquidators, receivers and successors-in-title and assigns (as the case may be) of the parties hereto.
- 4.5 Each of the provisions of this Agreement is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, void and/or illegal the enforceability of the remaining provisions hereof shall not in any way be affected or impaired hereby.

- 4.6 This Agreement may be executed in any number of counterparts, and by the Parties on separate counterparts, but shall not be effective until each Party has executed at least one counterpart. Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute but one and the same instrument.

(the remaining of this page is intentionally left blank)

IN WITNESS WHEREOF the Parties have hereunto executed this Agreement on the date first above written.

Outgoing Landlord

Signed for and on behalf of)
A. D. TRENDS SDN. BHD.)
(Registration No. 199401019670 (305349-P)))
in the presence of:)

.....
Witness

.....
Name:
NRIC No.:
Designation:

Incoming Landlord

Signed for and on behalf of)
YAN TAT TECHNOLOGY SDN. BHD.)
(Registration No. 202401047433 (1593279-V)))
in the presence of:) *(signed in counterparts)*

.....
Witness

.....
Name: CHAN YAN WING
Passport No.: HJ2349246
Designation: Director

Tenant

Signed for and on behalf of)
DENSHI MARUWA INDUSTRIES (M) SDN. BHD.)
(Registration No. 199301009084 (263821-T)))
in the presence of:)

.....
Witness

.....
Name:
Passport/NRIC No.:
Designation:

Incoming Landlord

Signed for and on behalf of)
YAN TAT TECHNOLOGY SDN. BHD.)
(Registration No. 202401047433 (1593279-V)))
in the presence of:)

.....
Witness

.....
Name: CHAN YAN WING
Passport No.: HJ2349246
Designation: Director

ANNEXURE A

(which is to be taken read and construed as an essential part of this Agreement)
Tenancy Agreement dated 7th July 2022

ORIGINAL

TENANCY AGREEMENT

BETWEEN

A. D. TRENDS SDN. BHD.

(Registration No. 199401019670 [305349-P])

["the Landlord"]

AND

DENSHI MARUWA INDUSTRIES (M) SDN. BHD.

(Registration No. : 199301009084 [263821-T])

["the Tenant"]

DATED THIS

07 JUL 2022



KERAJAAN MALAYSIA

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

**SIJIL SETEM**

ASAL

STAMP CERTIFICATE

(Sila lekatkan sijil setem ini ke atas surat cara sebagai bukti penyeteman)
 Please attach this stamp certificate to the instrument as evidence of stamping

Cara Bayaran *Payment Method*

CEK ANAK GUAM

No. Adjudikasi *Adjudication No.*

L01C7C01A9XB028

Jenis Surat Cara

PERJANJIAN SEWA

Type Of Instrument

SURAT CARA UTAMA

Tarikh Surat Cara

07/07/2022

*Date Of Instrument***Balasan** *Consideration*

RM 0.00

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

A.D. TRENDS SDN. BHD., NO SYARIKAT 305349-P

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

DENSHI MARUWA INDUSTRIES (M) SDN. BHD., NO SYARIKAT 263821-T

Butiran Harta / Suratcara *Property / Instrument Description*

PT 5755-2 JALAN SG. CHUA, KAW. PERUSAHAAN BUKIT ANGKAT, KAJANG, 43000, SELANGOR



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:

No. Sijil Setem <i>Stamp Certificate No.</i>	B0280A223298503
Tarikh Penyeteman <i>Date of Stamping</i>	20/07/2022
Duti Setem Dikenakan <i>Amount of Stamp Duty</i>	RM 16,302.00
Penalti <i>Penalty</i>	RM 0.00
Pelarasan <i>Adjustment</i>	RM 0.00
Jumlah Dibayar <i>Total Amount Paid</i>	RM 16,302.00
Indorsemen <i>Indorsement (Akta Setem 1949)</i>	Seksyen 37 Butiran 49

Pemungut Duti Setem

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

Tarikh Cetak *Printed Date* : 20/07/2022 03:02:40

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

THIS AGREEMENT is made this

day of **07 JUL 2022**, 2022.

BETWEEN

The party identified in **SCHEDULE 1, Part 1** hereto ("**Landlord**") of the first part;

AND

The party identified in **SCHEDULE 1, Part 2** hereto ("**Tenant**") of the second part.

RECITALS:

1. The Landlord is the registered and beneficial owner of a freehold land held under Title No. H.S.(D) 44123, No. PT 37828, Mukim Kajang, Daerah Ulu Langat, Negeri Selangor with an area measuring approximately 19823 square metres and bearing the postal address of *PT 5755-2, Jalan Sg. Chua, Kaw. Perusahaan Bukit Angkat, 43000 Kajang, Selangor and erected thereon One (1) storey factory with two (2) storey office and two (2) units of two (2) storey factory* hereinafter referred to as ("**the Premises**").
2. The Tenant is in the business of manufacturing flexible printed circuit board and any trade related thereto and is currently carrying out such manufacturing works in the Premises ("**the Tenant's Trade**").

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. AGREEMENT FOR TENANCY

Subject to the terms and conditions of this Agreement, the Landlord hereby agrees to grant and the Tenant hereby agrees to take a fixed term tenancy of the Premises on a "as-is-where-is basis" for the period set out in **SCHEDULE 1, Part 4** hereto ("**Fixed Term**").

2. COMMENCEMENT & EXPIRATION OF FIXED TERM

This tenancy shall be a Fixed Term tenancy and shall commence from the date set out in **SCHEDULE 1, Part 5** hereto ("**Commencement Date**") and shall expire on the date set out in **SCHEDULE 1, Part 6** hereto ("**Expiry Date**").

3. DEPOSIT

The Tenant has paid the following deposits :

3.1. Security Deposit

The sum set out in **SCHEDULE 1, Part 7** hereto ("**Security Deposit**"), to be applied by the Landlord in the event of breach or non-compliance by the Tenant of the terms and conditions of this Agreement.

3.2. Use of Deposit

The deposit paid by Tenant shall under no circumstances be treated as rent, set off or treated as payment towards arrears of any payment due from the Tenant to the Landlord.

If the Tenant fails duly and punctually to observe and perform its obligations under this

Agreement, then the Landlord may in its discretion, provided always that the Notice to Remedy pursuant to Clause 8 hereunder shall have been served and such notice has expired, then the Landlord may at any time appropriate and apply so much of the Security Deposit as it thinks necessary to compensate it for loss or damage sustained or suffered because of such breach by the Tenant ("**Appropriation & Application**") in which event the Tenant shall within seven (7) days deposit with the Landlord an amount equivalent to the sum appropriated by the Landlord from the relevant deposits. Any Appropriation and Application by the Landlord shall not waive the Tenant's breach and shall not prejudice any other right of the Landlord arising from such breach.

For the avoidance of doubt, the Landlord shall be entitled at all times to seek recovery of all such losses, damages, costs and/or expenses not fully satisfied by the Appropriation & Application of the Deposit.

3.2A **Increase of Security Deposit**

Upon renewal of this Tenancy the Security Deposit shall be increased accordingly to reflect the increase in the Monthly Rental automatically and the Tenant shall deposit such increase to the Landlord upon the renewal of this Tenancy.

3.3 **Refund of the Security Deposit**

Upon the expiration, termination or sooner determination (howsoever occurring) of the Fixed Term or the Renewal Terms (as the case maybe) and after fourteen (14) working days of the Tenant shall have redelivered vacant possession of the Premises to the Landlord according to the terms and conditions of this Agreement (including but not limited to reinstatement of the Premises to their original conditions, fair wear and tear excepted, the Landlord shall refund the Security Deposit or the balance thereof (if any) after Appropriation & Application (as the case may be) to the Tenant free of interest.

3.4 **Utility**

In the event of non-payment of any money due to the proper authorities in respect of sewerage, Indah Water Konsortium, gas, water and electricity and any other utilities consumed at and/or provided to the Premises ("**Utilities**"), the Landlord shall be entitled to utilize Security Deposit to settle any outstanding utility payment where such utilization shall be deemed as **Appropriation & Application** in which event the Tenant shall within seven (7) days deposit with the Landlord an amount equivalent to the sum appropriated by the Landlord from the relevant deposits.

3.4.1 **Remit bills**

The Tenant shall remit true copies of the relevant bills or statements issued by the proper authorities for the Utilities for the three (3) preceding months upon the Landlord requesting for copies of the same.

3.5 **Additional Claims**

Notwithstanding anything to the contrary herein stated, any deposits collected by the Landlord pursuant to the terms and conditions herein shall not prejudice the Landlord's right to seek recovery against the Tenant for all sums, expenses, damages, losses and/or costs incurred by the Landlord but not sufficiently covered by the Security Deposit.

4. **MONTHLY RENTAL**

4.1 The monthly rental shall be the sum set out in **SCHEDULE 1, Part 8** hereto ("**Monthly Rental**") and shall be payable in advance on or before the 7th day of each calendar month by

the Tenant to the Landlord promptly without any notice or formal demand whatsoever.

Such Monthly Rental shall be paid by auto transfer/direct credit to the Landlord's account below on the days and in the manner aforesaid :-

Bank :
Account Holder :
Account Number :

- 4.2 The Tenant shall duly and punctually pay to the Landlord the Rent hereby reserved and all other sums payable under this Agreement in respect of the Premises in the manner aforesaid and on the days due without any demand or deduction whatsoever whether for the alleged breach of the Landlord's covenant or otherwise.
- 4.3 The Tenant shall be liable to pay Goods and Services Tax and/or any similar tax imposed by the government of Malaysia in respect of the Monthly Rental, as and when the same become payable and as applicable.

5. USAGE OF PREMISES

5.1. Tenant's Trade

Subject to Clause 5.2 below, the Tenant shall use the Premises for the Tenant's Trade only and not for any other trade business, purpose or operation whatsoever and no change whatsoever shall be affected to the Tenant's Trade without prior written consent of the Landlord.

5.2. Trades not permitted

The Tenant shall not use or cause or permit to be used the Premises or any part thereof for the carrying on of any of the following trades or businesses:

- (a) any business which is illegal, unlawful or immoral or which may become a nuisance or give reasonable cause of complaints from the general public or any of the occupiers of the surrounding vicinity of the Premises;
- (b) any business or trades which involves gambling or betting in any form;
- (c) a place for public or private auction;
- (d) massage parlour;
- (e) funeral parlour and/or any trade involving and connected with the sale of coffins, caskets and tombstones or any exhibition/display of the same;
- (f) any business or trade which involves the practice of any religious ceremony, funeral rites or any products or goods relating thereto;
- (g) games and amusement centres including but not limited to pinball machines and/or billiards saloon, karaoke lounge, pub etc.;
- (h) leaving it vacant or unoccupied;
- (i) any business or trade dealing with substances and chemicals of an explosive and dangerous character and their by-products, obnoxious goods and dangerous drugs which is contrary to the existing laws;

- (j) any business or trade which emits, accumulates and disseminates any unpleasant odour or which accumulates dirt which would be a nuisance or annoyance to adjacent owners or occupiers or the general public;
- (k) any other business, which is offensive or detrimental to the nature or character of the Building; and/or
- (l) any trade or business that contravenes the laws and constitution of Malaysia.

Should there be any contravention of the above laws, the Tenant shall be fully responsible and answerable to the local authority for whatsoever offences committed by the Tenant, and the Landlord shall be indemnified against any of the above act.

6. TENANT'S COVENANT

The Tenant hereby covenants, promises and agrees with the Landlord that the Tenant shall observe, comply with and do all of the following at the Tenant's sole cost and expense promptly without fail or formal demand whatsoever:

6.1. Monthly Rental

The Tenant shall punctually pay to the Landlord without any delay the Monthly Rental and all other money promptly in accordance with the terms and conditions of this Agreement.

6.2. Utilities (water, electricity, telephone, internet, IWK etc)

The Tenant shall punctually pay to the proper authorities without delay, upon receipt of any notice, bill or statement being rendered to the Tenant by the proper authorities, all deposits and charges for supply and provision of services and Utilities utilized and consumed by the Tenant at the Premises.

6.3. Compliance with Laws, etc.

The Tenant shall observe and comply with all by-laws, laws, enactments, directives, rules and regulations currently enforced or to be enforced by the proper authorities.

6.4. Maintenance & repair

Save where specifically provided for otherwise the Tenant shall be responsible and liable for the following:

6.4.1. Maintenance

The Tenant shall keep the interior of the Premises, the flooring and interior plaster or other surface material on walls and ceilings, the Landlord's fixtures and fittings therein including doors, windows, glass, shutters, locks, fastenings, electric wiring, installations and fittings for light and power and all electrical components and other fixtures and additions thereto including the M & E parts of the Premises (fair wear and tear excepted) in good and tenantable repair and clean condition and to replace or repair any of the aforesaid items and any part of the Premises and the Landlord's fixtures and fittings therein which shall be broken or damaged due to the negligence or careless acts or omissions of the Tenant, its agents, employees or customers and further that if any damage or injury is caused to the Landlord or any person whomsoever directly and indirectly, through the said damaged condition of any part of the Premises (including flooring, walls, ceilings, doors, windows and the Landlord's Fixtures and Fittings) unless such damage is attributable to the Landlord or its contractors or employees or its other tenants, the Tenant shall be wholly responsible

and shall fully indemnify the Landlord against all claims, actions and legal proceedings whatsoever made against the Landlord by any person(s) in respect thereof on a solicitor and client basis.

6.4.2 Repairs

The Tenant shall be responsible for the repair and/or replacement of all damage or loss howsoever caused to the Premises (fair wear and tear excepted) with replacements of equivalent quality, including but not limited to blown or fused lights, bulbs and/or fluorescent tubes.

6.4.3 Qualified personnel

Provided that the Tenant shall ensure that all agents, employees and personnel undertaking and effecting the abovementioned maintenance, service and/or replacements shall be properly qualified and experienced personnel.

6.5. Alterations & damage

6.5.1 The Tenant shall not do, suffer to be done, permit, make or allow any material alteration, construction, renovation or removal whatsoever (hereinafter to be collectively called as "**Renovations**") to the structure of Premises including plumbing or drainage systems of the Premises and/or to build or caused to be build/construct thereupon the Premises any further building/structure of any kind, without the prior written consent of the Landlord.

6.5.2 At the expiry of this Agreement, the Tenant shall at its own costs and expenses restore the Premises to the original conditions (fair wear and tear excepted) (including but not limited to the damage caused by the installation and/or removal of the Tenant's Assets).

6.6. No dangerous materials

The Tenant shall not bring, keep or store any substance or material in breach of any law or by-laws currently enforced or to be enforced by the proper authorities on the Premises.

6.7. Insurable risk

The Tenant shall not do, suffer to be done, permit, make or allow anything which may render any of the insurance policy or any part thereof taken by the Landlord to be void or whereby the premium for such policies to be increased.

6.8. Tenant's insurance & safe keeping of the Premises

The Tenant shall be responsible at all times for the safe keeping, general security, repair, servicing, maintenance, replacement of the Tenant's chattels, fixtures, fittings, goods and property including the property of the Tenant's customers, agents or invitees.

The Tenant shall be responsible and liable for the taking out of all such necessary insurance policies to cover the abovementioned.

6.9. Flooding of Premises

Not to cause, permit or suffer to be caused any blockage, damage or flooding to the drains, pipes, sewerage system and/or toilets of the Premises.

6.10. Aerials, signs and advertisement

The Tenant shall not erect any pole, mast or wire (whether in connection with telegraphic, telephonic, radio or television communication or otherwise) on the Premises.

6.11. No Assignment Of the Premises / Sublet of the Premises

6.11.1 The Tenant shall not assign, or howsoever part with possession of the Premises thereof in any manner or guise whatsoever to any other party without the prior written consent of the Landlord.

6.11.2 The Tenant may sublet the Premises or any part thereof without the written consent of the Landlord PROVIDED ALWAYS that the sub-tenant shall always in the event the Tenant subletting or parting with actual or legal possession or use the Premises or any part thereof, the Tenant shall ensure that all its sub-tenants shall be bound by the terms of this Agreement and the Tenant shall not to build or caused to be build/construct thereupon the Premises any further building/structure of any kind, without the prior written consent of the Landlord for the purposes of such sub-letting.

6.12. Use

The Tenant shall not use or suffer to be used the Premises for any other purpose save as the Tenant's Trade or of any unlawful or immoral purpose or any other purpose which may adversely affect the reputation of the Premises or the Landlord.

6.13. No nuisance

The Tenant shall not use or permit any activity in the Premises or any part thereof or permit the Premises to be used for carrying on any business, trade, purpose and/or operations whatsoever other than for the Tenant's Trade or to be used in such manner as may be or become a nuisance or annoyance to or in any way interfere with the quiet occupation and comfort of the neighboring occupants of the Premises.

6.14. To notify Landlord

The Tenant shall immediately notify in writing, remit or dispatch (as the case may be) to the Landlord any and all fines, letters, notices or penalties issued or to be imposed by the proper authorities with respect to the tenancy granted by this Agreement and/or the Tenant's occupation in the Premises.

6.15. Licenses

The Tenant shall, at its sole cost and expense, obtain and maintain and ensure compliance with conditions imposed in connection with all necessary approvals, licenses and permits from the Appropriate Authority for the carrying out of the Tenant's Trade in the Premises and exhibit in the Premises all such notices, certificates, licenses and/or permits paying all fees, duties and/or impositions levied by the Appropriate Authority and to produce on demand by the Landlord, all the requisite approvals, licenses, certificates and permits and evidence of payment of all fees, duties and impositions.

6.16. Animals

The Tenant shall ensure that no pets and/or animals shall be kept and/or brought into the Premises without the consent of the Landlord.

6.17. No Auction

The Tenant shall not carry out any auction whatsoever on the Premises.

6.18. Tenant's liability

6.18.1. Liability

The Tenant shall be responsible and liable for all fines, penalties, losses, damages, costs and expenses (including personal injury and death) howsoever occasioned by, arising from or incidental to any act, omission, default and/or negligence on the part of the Tenant, the Tenant's invitees, contractors, licensees or permitted assignees caused to the Landlord in relation to the Premises ("**Loss & Damage**"). For that purposes, the Tenant shall ensure the Premises is covered by adequate public liability insurance policy.

6.18.2. Indemnity

Further to any claims of indemnity hereinbefore mentioned, the Tenant hereby expressly agrees and undertakes to indemnify and keep the Landlord so indemnified from and against:-

- (a) all claims, demands, writs, summonses, actions, suits, proceedings, judgments, orders decrees, damages, costs, losses and expenses of any nature whatsoever and by whomsoever which the Landlord may suffer or incur in connection with loss of life, personal injury and/or damage to person or property arising from or out of any occurrences in, upon or at the Premises or the use of the Premises or any part thereof by the Tenant or by any of the Tenant's employees, sub-tenants, concessionaires, independent contractors, agents invitees or licensees; and
- (b) all loss and damage to the Premises, and to all property therein caused directly or indirectly by the Tenant or the Tenant's employees, sub-tenants, concessionaires, independent contractors, agents, invitees or licensees and in particular but without limiting the generality of the foregoing caused directly or indirectly by use or misuse, waste or abuse of water, gas or electricity or faulty fittings of fixtures.

6.19. Landlord's right to enter

6.19.1. To ensure Tenant's compliance with covenants

The parties hereby agree that in the event the Tenant shall after receipt of fourteen (14) days written notice from the Landlord fail, refuse or neglect to comply with any one or more of the Tenant's Covenants herein, the Landlord shall be entitled but not obliged to enter the Premises to effect the rectification, remedial, repair or replacement works identified in the written notice.

6.19.2. General inspection & viewing

The Tenant shall after the receipt of a seven (7) days written notice permit the Landlord to enter the Premises during working hours to view and inspect the Premises.

Provided that three (3) months prior to the Expiry Date, the Tenant shall permit the Landlord to view the Premises together with intending purchasers, tenants or licensees.

6.20 Yield Up and Delivery of Vacant Possession

The Tenant shall upon the expiration or sooner determination of the Tenancy hereby created peacefully and quietly yields up and delivers vacant possession of the Premises back to the Landlord in the original state and condition (fair wear and tear excepted) when vacant possession was first delivered to the Tenant.

6.21 Restoration of the Premises

The Tenant shall at its own cost and expense restore the Premises to its original state or position (fair wear and tear excepted) at the expiry or sooner determination of the period of the Tenancy including removing any lettering, moulding, sign or writing or painting or the name or business of the Tenant from the Premises and all internal partitions, fixtures and installation of the Tenant as are required by the Landlord to their original state to the reasonable satisfaction of the Landlord (unless otherwise required by the Landlord to be retained in the Premises) failing which the Landlord shall be at liberty to carry out such restoration and the costs and expenses thereof shall be borne by the Tenant and payable by the Tenant to the Landlord whether upon demand or otherwise. In the event such restoration shall not be completed upon the expiry of the Tenancy, the Tenant shall pay to the Landlord a penalty for such extra days taken at a sum equivalent pro-rated on a daily basis based on the current monthly rental.

6.22 Failure to Vacate

If the Tenant on the expiration or sooner determination of the Tenancy fails to yield and vacate the Premises as aforesaid, the Tenant shall pay as agreed liquidated damages and not as penalty to the Landlord a sum equivalent to a sum to be pro-rated on a daily basis based on the current monthly rental for each day's delay thereto 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 Tenancy and the Tenant shall in addition reimburse and indemnify the Landlord against all other losses and damages suffered by the Landlord as a result of the Tenant holding over the Premises after the expiration or sooner determination of the Tenancy hereby granted.

6.24 Common Law

Notwithstanding anything to the contrary contained in this Tenancy, the enforcement of any clauses herein shall not in anyway prejudice the rights of the Landlord under the common law.

6.25 Tenant's Additional Covenants

The Tenant hereby covenants with the Landlord the following;

- (a) pay for any and all claims, judgments, losses, liabilities, costs (inclusive of all legal fees on a solicitor client basis), expenses and damages of any nature whatsoever arising out of the Tenant's breach of any of the terms contained herein;
- (b) to pay forthwith upon notification all legal fees and expenses (on a solicitor client basis) arising from any action by the Landlord to commence distress or eviction proceedings, including the cost of notices of demand issued by the Landlord's solicitor. Such fees shall be payable over and above and notwithstanding such costs or damages provided under any law, by-law, rule or regulation, including the Distress Act 1951, whether such action is commenced ex-parte or inter-partes;

- (c) that for the purposes of Clause 6.25(b) above, such payment for cost and expenses shall become due within twenty four (24) hours of written notification thereof by the Landlord. Such notification shall be deemed correct in respect of the amount of fees and expenses incurred and deemed accepted by the Tenant as conclusive of the amount of legal fees and expenses due to the Landlord. All arrears in rental shall also be paid in full within twenty four (24) hours of such notification together with the payment for cost and expenses;
- (d) that if the Tenant shall fail to pay the cost and expenses within the stipulated time, the Landlord shall be at liberty to appropriate and treat so much of any remittance made by the Tenant towards payment of the said costs and expenses;

that any acceptance by the Landlord of any payment in full or in part by the Tenant in respect of cost and expenses or arrears in Rent shall not waive the Landlord's right to proceed with distress or execution proceedings against the Tenant as the case may be for breach of this Agreement by the Tenant.

7. LANDLORD'S COVENANTS

The Landlord hereby covenant with the Tenant as follows:

7.1. Pay rates & Assessments

Subject to Clause 6.3 above, the Landlord shall ensure that all and future rates, taxes, assessments, payable with respect to the Premises shall be fully discharged.

7.2. Insurance

To insure and keep insured at all times during the Fixed Term or Renewable Term (defined below) as the case may be, the Premises against loss, destruction or damage by fire, storm or tempest and to make all payments necessary for that purpose PROVIDED ALWAYS that the provisions of this covenant shall not require the Landlord to insure against loss, destruction or damage by any means whatsoever, of the Tenant's goods in the Premises or the Premises.

7.3. Quiet enjoyment

So long as the Tenant shall pay the Monthly Rental and shall duly perform, comply and observe all of the terms, conditions and covenants of this Agreement, the Landlord shall allow the Tenant to peaceably hold and enjoy the Premises during the Fixed Term or the Renewed Terms without any interruption by the Landlord or any person lawfully claiming through or under the Landlord.

7.4. Allow Tenant to remove fixtures

Upon the expiration of this tenancy by effluxion of time or termination, the Landlord shall permit the Tenant to remove all fixtures on the Premises installed by the Tenant.

Provided where in the removal of the Tenant's fixtures from the Premises, the Tenant shall make good and repair any damages arising from or incidental to the removal of the Tenant's fixtures from the Premises and yield up the Premises pursuant to Clauses 6.20, 6.21 and 6.22 above.

7.5 Option to Purchase

- 7.5.1 It is hereby agreed by the parties that the Landlord shall grant a first option to the Tenant to

purchase the Premises in the event the Landlord is desirous of selling, assigning or howsoever disposing of the Premises to any intended purchaser during the continuance of the Fixed Term or any of the Renewal Term of the Tenancy (whichever is applicable) by giving the Tenant a written notice of their intention to do so and the offer of the purchase price from the Tenant shall be the same as the purchase price offered by the intended purchaser. The Tenant may exercise the option by giving a notice in writing within fourteen (14) days from the date of receipt of the written notification from the Landlord.

- 7.5.2 In the event the Tenant does not exercise the option in Clause 7.5.1 above within the time stipulated, the Landlord shall be allowed to sell, assign or dispose the Premises to the intended purchaser without further reference to the Tenant and in such an event, the Landlord covenants, undertakes and agrees that such sale, assignment and/or disposal shall be subject to this Tenancy and shall procure the intended purchaser to continue with the terms and conditions of this Tenancy Agreement and the Landlord shall also a written notice of the completion of sale, assignment and/or disposal to the intended purchaser.

8. DEFAULT

8.1. Event of Default

The Landlord and the Tenant hereby agree that:-

- (a) if the Monthly Rental, the rent for the 1st. Renewal Term or the rent for the 2nd. Renewal Term, as the case may be, hereby reserved or any part thereof shall be unpaid for a period of fourteen (14) days after any of the same shall have become due and payable in accordance with the covenants for payment herein contained (although no formal or legal demand shall have been made therefore); or
- (b) if the Tenant commits, permits or suffers to occur any breach or default in the due and punctual observance and performance of any of the covenants, obligations and provisions of this Tenancy; or
- (c) if the Tenant uses or permits or suffers the Premises for a use different from that stated herein without prior consent from the Landlord; or
- (d) if an order is made or resolution is effectively passed for the winding up of the Tenant (except for the purpose of reconstruction or amalgamation); or
- (e) if the Tenant becomes bankrupt or goes into liquidation or makes an assignment for the benefit of or enters into an arrangement or compositions with its creditors; or
- (f) if a petition to wind up the Tenant has been filed in court; or
- (g) if any distress or execution proceeding is levied against the Tenant and the same is not satisfied or discharged by the Tenant within fourteen (14) days thereof; or
- (h) if the Tenant breaches any of the Building's Rules & Regulations.

then the Landlord shall serve a notice in writing to the Tenant requiring the Tenant to remedy the breach within fourteen (14) days ("**Notice to Remedy**").

Upon expiry of the Notice to Remedy without the breach complained of being remedied by the Tenant, the Landlord shall be at liberty to enforce at any time thereafter any one or more of the following remedies:-

- (i) to re-enter upon the Premises or any part thereof in the name of the whole at any time

(and even if any previous right of re-entry has been waived) and thereupon this tenancy shall absolutely determine without prejudice to any rights or remedies which may have accrued to the Landlord against the Tenant or to the Tenant against the Landlord in respect of any breach of covenants or other terms of this tenancy (including the breach in respect of which the re-entry is made).;

- (ii) the Landlord is not required to serve a notice to re-enter upon the Premises for non-payment of the Monthly Rent;
- (iii) to charge interest at the rate of one per centum (1%) per month on simple interest upon the late payment of any sum(s) due from the Tenant to the Landlord, which interest shall be calculated on a day to day basis from the due date until date of full and final settlement (before as well as after judgment, if any is obtained in respect thereof);
- (iv) to cut off all supply of gas, water, electricity and air-conditioning to the Premises in the event the Tenant fails to quit within fourteen (14) days from the date of notice of termination by the Landlord to the Tenant; and/or
- (v) to claim for the full Monthly Rental, the rent for the 1st. Renewal Term and/or the rent for the 2nd Renewal Term Tenant, for the unexpired term of the Fixed Term, 1st Renewal Term and 2nd Renewal Term collectively and calculated up to the end of the 2nd Renewal Term; and/or
- (vi) to use and take any other action the Landlord deems fit to recover all monies due and owing to the Landlord and the cost and expense (including that of a solicitor and client basis) of all such actions taken shall be borne by the Tenant.

8.2 Exercise of Remedies

- 8.2.1 The Landlord shall be at liberty to exercise any one or more of the remedies under Clause 8.1 at its sole and absolute discretion in any manner it deems fit after the expiry of the Notice to Remedy without the breach complained of being remedied by the Tenant as above . Any action taken by the Landlord to exercise any one or more of the above remedies shall not prejudice or affect any other remedies, claims or rights which it may have under the other terms hereof.
- 8.2.2 In the event the Tenancy is determined pursuant to Clause 8.1, the Tenant shall forthwith pay to the Landlord a sum equal to the applicable Monthly Rental, the Second Term Monthly Rent and/or the Third Term Monthly Rent, as the case may be, for the duration of the unexpired period of the applicable term up to the end of the 2nd Renewal Term as agreed liquidated damages.

8.3 Landlord to Re-Enter Demised Premises

- 8.3.1 Subject to the terms of this Tenancy, if this tenancy shall come to an end whether by effluxion of time or otherwise and the Tenant fails to remove all its goods (whichever expression where hereinafter used shall include personal property of every description) from the Premises, then and in any of the said cases, it shall be lawful and the Tenant expressly authorises the Landlord but without obligation thereto, to enter the Premises to sell or otherwise dispose of all goods of the Tenant in the Premises at such time or times and at such price or prices as the Landlord shall think fit.
- 8.3.2 Without prejudice to the other rights and remedies of the Landlord, the Landlord shall be entitled to apply the net proceeds of sale in the following order:

- (a) the costs and expenses incurred by the Landlord (on a solicitor and client basis);
- (b) the arrears of the relevant rate of Monthly Rent and the interest due and payable by the Tenant to the Landlord under this Tenancy;
- (c) all other sums of monies due and payable by the Tenant to the Landlord under this Tenancy;
- (d) all other sums of monies due and payable by the Tenant to the Appropriate Authority under this Tenancy; and
- (e) the balance (if any) shall be paid over to the Tenant free of interest.

9. TERMINATION

- 9.1. If the Tenant is unable to continue with the Tenancy up until the expiry of the Term by reason of poor business performance or other reasonable reasons as the Landlord in its sole and absolute discretion deems fit and proper, the Tenant shall notify the Landlord in writing (hereinafter referred to as the "**Pre-Termination Notice**") PROVIDED ALWAYS that the Pre-Termination Notice shall not be construed as the Tenant's unilateral rights to early termination of this Tenancy prior to the expiry of the Term of this Tenancy.
- 9.2. Upon receipt of the Pre-Termination Notice from the Tenant, without prejudice to the Landlord's rights under this Agreement or at law, the Landlord may in its sole and absolute discretion, considers the Tenant's request for premature termination of this Tenancy prior to the expiry of the Term, subject to the following:
 - (a) the Tenant continues to be bound by this Agreement;
 - (b) the Tenant shall, within fourteen (14) days from the date of the Pre-Termination Notice, restore and reinstate the Premises to its original state and condition before handing over the Premises to the Landlord and in accordance with Clauses 6.20, 6.21 and 6.22 respectively;
 - (c) the Tenant shall promptly settle all monies due and owing to the Landlord pursuant to this Agreement;
 - (d) the Tenant shall, within fourteen (14) days from the date of the Pre-Termination Notice, account and pay to the Landlord the Monthly Rental, the rent for the 1st Renewal Term and/or the rent for the 2nd Renewal Term, as the case may be, for the duration of the unexpired period of the Fixed Term, 1st Renewal Term and 2nd Renewal Term collectively and calculated up to the end of the 2nd Renewal Term;
 - (e) upon the receipt of the payment above together with the delivery of possession of the Premises to the Landlord in accordance with the terms herein, the parties shall be discharged of future obligations under this Agreement PROVIDED ALWAYS that the Landlord's rights and remedies against the Tenant for any antecedent breaches under this Agreement shall not be affected but the Tenant shall have no claim whatsoever against the Landlord for any antecedent breaches.

thereafter, the Landlord shall refund the Security Deposit pursuant to Clause 3 of this Agreement.

10. FIRE

10.1. Damages by Fire & Other Causes

In the event the Premises or any part thereof shall at any time during the Fixed Term or the 1st or 2nd Renewal Term be materially destroyed or damages by fire, lightning, riot, civil commotion, tempest, war or other cause including negligence of the Landlord, its agents, servants or employees ("**Event**") and PROVIDED ALWAYS that the destruction or damage sustained shall not have been caused by an act, default or negligence of the Tenant, the Tenant's family, dependants, invitees, contractors, licensees and/or assignees, the Landlord shall appoint a consultant in accordance with Clause 13.2 below to assess the destruction or damage caused to the Premises, which consultant shall determine:

- 11.1.1. Whether the destruction or damage is such that it renders the Premises unfit for occupation and use, in which case the monthly rental shall be suspended for so long as the Premises shall remain unfit for occupation and use; or
- 11.1.2. Where the destruction or damage does not render the Premises unfit for occupation and use, the extent of damage in relation to the Premises as a whole, in which case the monthly rental payable shall be proportionately reduced for so long as the Premises shall not be rebuilt or be reinstated into the condition prior to the Event.

10.2. Landlord's decision

The Landlord shall have three (3) months from the date of the Event in which to decide whether to be rebuild or reinstate the Premises, provided always that:

- 11.2.1 In the event the Landlord shall decide not to rebuild or reinstate the Premises, then its tenancy shall be deemed determined forthwith and neither party shall have any claim against the other save and except with respect of any antecedent breach or default (if any) and Clause 10 above shall apply; or
- 11.2.2 In the event the Landlord shall decide to rebuild or reinstate, the parties hereby agree that Clause 11.1.1. or 11.1.2. above (as the case may be) shall continue to apply until such time the Premises is restored to its condition prior to the Event.
- 11.2.3. All decision in this respect shall be by written notice from the Landlord to the Tenant.

11. ACQUISITION

The parties hereby agree that in the event that the Premises are acquired by the relevant authorities for whatsoever reason or purpose before the expiration of the term herein granted the Tenant shall within three (3) months from the date of notice by the Landlord yield up peaceably the Premises and deliver vacant possession of the same to the Landlord without any compensation whatsoever and in accordance with Clause 6.20, 6.21 and 6.22 and thereafter, the Landlord shall refund the Security Deposit pursuant and in accordance to Clause 3 of this Agreement and thereafter the tenancy shall absolutely determine but without prejudice to the right of action of the Landlord in respect of any antecedent breach of the conditions on the part of the Tenant.

12. AUTOMATIC RENEWAL UPON EXPIRY OF THE FIXED TERM

12.1. Automatic Renewal

Upon expiry of the Fixed Term, this tenancy shall be automatically renewed for a period of three (3) years at the monthly rental set out in **SCHEDULE 1, Part 9** hereto ("**1st Renewal**")

Term")

- 12.2. The tenancy will be automatically further extended for another three (3) years upon expiry of the 1st Renewal Term at the agreed monthly rental set out in **SCHEDULE 1, Part 9** hereto ("2nd Renewal Term").

12.3. **Payment of increased Deposits**

The tenant shall have made payment of all that increased Security Deposit at the beginning of the 1st Renewal Term and 2nd Renewal Term respectively.

13. EXERCISED OF DISCRETION

13.1. **Landlord's decisions and consents**

The Landlord shall be entitled absolutely without question, to exercise any discretion and/or liberty wheresoever accorded to the Landlord pursuant to the terms and conditions of this Agreement and may grant or refuse or decline any request for consent made by the Tenant without assigning any reason whatsoever thereto.

Provided Always that any consent and/or approval to be obtained by the Tenant herein shall not be unreasonably withheld by the Landlord.

13.2. **Consultant**

The Landlord may, at its absolute discretion without any prior reference to the Tenant, seek the advice, opinion or view of an independent, and professionally qualified third-party prior to the exercising of its discretion, the making of any decision and/or granting or refusing such request the consent by the Tenant, in which event the Landlord shall bear the costs and fees of the services of such third-party. The parties hereby agree that the decision of such third party shall be final and binding on the parties.

14. MISCELLANEOUS

14.1. **Special Conditions**

The Tenant hereby agrees that in addition to the terms and conditions herein, this Agreement shall further be subject to the Special Conditions (if any) set out in **SCHEDULE 1, Part 10** hereto and in the event of any conflict, discrepancies or inconsistencies, the Special Conditions shall prevail for the purposes of the intention and the enforcement of this Agreement.

14.2. **Costs**

The Tenant shall bear all stamp duty payable, disbursements and/or any other charges arising from or incidental to stamping this Agreement. Each party to bear its own solicitors' fees and costs.

14.3. **Notice**

Any and all notices and/or demands to be issued and/or served pursuant to this Agreement shall be in writing and sent to the other party by Registered Post or by hand to the address herein contained.

Where the service is effected by posting, the notice and/or demand shall be deemed to be properly served with five (5) days of posting (which posting shall be evidenced by proof of posting) regardless of whether the notice and/or demand shall have been actually received by the recipient.

14.4 **Force Majuere**

In the event of the Premises or any part thereof shall at any time during the Fixed Term or renewal hereby created be destroyed or damaged and/or the Tenant is hindered or delayed or prevented from conducting its business operation at the Premises by acts of God, floods, storms, and any other natural disaster, acts of war, civil commotion, malicious damage, strikes or fire, which is beyond the reasonable control of the Tenant(s) and due to no fault of the Tenant(s), the monthly rental payable under this Agreement shall be suspended until the Premises shall again be rendered fit for occupation and use again.

14.4. **Time**

Time wherever mentioned in this Agreement shall be of the essence.

14.5. **Successors**

This Agreement shall be binding on the legal representatives, successors in title and heirs of the parties hereto.

14.6. **No waiver**

Save where specifically so specified and granted in writing any delay, indulgence, forbearance and/or time given by the Landlord shall not howsoever constitute or be deemed to be a waiver of any rights herein contained.

14.7. **Definitions**

The following words, phrases and expressions shall have meanings assigned as follows:

- 14.7.1. **"Landlord"** means the registered and/or beneficial owner of the Premises.
- 14.7.2. **"Law"** means the laws of Malaysia, including all by-laws, rules, regulations and procedures and amendments which may be enacted from time to time which are required to be complied with and are relevant and applicable to the context of the clause, sub-clause or provision where the expression appears.
- 14.7.3. **"Ringgit Malaysia"** or the abbreviation **"RM"** means the lawful currency of Malaysia.
- 14.7.4. **"Tenant"** means and includes the servants, employees and/or agents of the Tenant.

Provided always that the meaning prescribed above shall apply equally to all grammatical variations and cognate expressions of the words and phrases identified above.

14.8. **Interpretation**

- 14.8.1. Words denoting the singular shall include the plural and vice versa.
- 14.8.2. Words denoting the masculine gender shall include the feminine and neuter genders.
- 14.8.3. This Agreement shall be read and interpreted together with all **SCHEDULE, ANNEXURES** and **SPECIAL CONDITIONS** (if any) attached hereto.

- 14.8.4. The headings and sub-headings in this Agreement are inserted for convenience only and are to be ignored in the construction and/or interpretation of this Agreement.

THE REMAINING OF THIS PAGE IS DELIBERATELY LEFT BLANK


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

Signed by]
the Landlord]
in the presence of]



Director
LO KEE LENG
NRIC No. 530506-10-5319

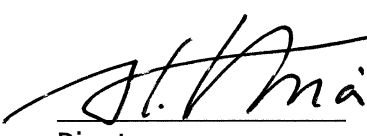
A.D. TRENDS SDN BHD (305949-07)
7, Jalan 2/116C, Desa Tun Razak,
56000 Kuala Lumpur.
Tel: 03-9173 1889 (H/L)
Fax: 03-9173 1886



CAROLINE KONG LI LENG
PEGUAMBELA & PEGUAMCARA
(ADVOCATE & SOLICITOR)
KUALA LUMPUR
(BC/K/677)

Signed by]
the Tenant]
in the presence of]

DENSHI MARUWA INDUSTRIES (M) SDN BHD
(Co. Reg. No: 263821-T)
Lot 5755-2, Kawasan Perindustrian Kidamal,
Sungai Chua, 43000 Kajang, Selangor D.E.
Tel: 603-87371077/87346313 Fax: 603-87371022



Director
SUNAO NAKASHIMA
Passport No: TZ1089745



SEK SUET MING
(BC/S/375)
Advocate & Solicitor

This is the execution page of the Tenancy Agreement between A. D. TRENDS SDN. BHD. and DENSHI MARUWA INDUSTRIES (M) SDN. BHD.

SCHEDULE 1

(which shall be read and interpreted as an integral part of this Agreement)

Part	Reference	Description
1.	Landlord	<p>A. D. TRENDS SDN. BHD. (Registration No. 199401019670 [305349-P]) a company registered in and under the laws of Malaysia</p> <p>and having its registered address at:- Wisma Goshen, 2nd Floor, 60 @ 62, Jalan SS22/21 Damansara Jaya, 47400 Petaling Jaya, Selangor</p> <p>and a place of business at:- No. 7, Jalan 2/118C, Desa Tun Razak, 56000 Kuala Lumpur</p>
2.	Tenant	<p>DENSHI MARUWA INDUSTRIES (M) SDN. BHD. (Registration No. : 199301009084 [263821-T]) a company registered in and under the laws of Malaysia</p> <p>and having its registered address at:- Lot 5755, Kidamai Industrial Estate, 43000 Kajang, Selangor</p> <p>and a place of business at:- Lot 5755-2, Kidamai Industrial Estate, 43000 Kajang, Selangor</p>
3.	Tenant's Trade	Manufacturing flexible printed circuit board and any trade related thereto
4.	Fixed Term	Three (3) years
5.	Commencement Date	03 AUG 2022

6.	Expiry Date	Three (3) years from the Commencement Date
7.	Security Deposit	Ringgit Malaysia One Million And Twenty Thousand (RM1,020,000.00) only (Equivalent to Six [6] Months Rental)
8.	Monthly Rental	Ringgit Malaysia One Hundred And Seventy Thousand (RM170,000.00) only
9.	Renewal Terms	<p>9.1 automatic renewal of further Three (3) years without any requirement for oral or written notice at an agreed monthly rental of Ringgit Malaysia One Hundred Eighty Seven Thousand (RM187,000.00) only ("1st Renewal Term"); and</p> <p>9.2 automatic renewal of another Three (3) years without any requirement for oral or written notice upon expiry of the 1st Renewal Term at an agreed monthly rental of Ringgit Malaysia Two Hundred and Five Thousand and Seven Hundred (RM205,700.00) only ("2nd Renewal Term")</p>
9.	Special Conditions	<p>i) Tenant to provide a copy of the Director's resolutions approving the terms and conditions of this Tenancy Agreement.</p> <p>ii) The Tenant shall continue to use its own name for the supply of utilities (water, electricity, telephone, internet etc) to the Premises.</p>

