Dated this 1st July day of 2018

EASTVILLE PRESTIGE

(COMPANY NO CA0221201-W)

AND

PAY EDGE

(COMPANY NO. CA01988554-U)

TENANCY AGREEMENT

LHDNMLHDNMLHDN
00357
MALAYSIA
RM848.00
10.06.2019
1101600011
PEJABAT SETEM
SHAH ALAM
PENALTI
RM 84.60
0164K9J008A0

TENANCY AGREEMENT

THIS AGREEMENT is made on the day and year set out in ***Section 1 of the First Schedule.***

Perakuan di bawah Sek. 48
Akta Setem 1949
Disetem dibawah Seksyen 47A (1)
Penalti sebanyak RM 84.60
Dijelaskan/diremitkan sepenuhnya.
Timb. Pemungut Duti Setem, Shah Alam
LHDN/B.01/2/42/68-143
10 JUN 2019

Between

EASTVILLE PRESTIGE (COMPANY NO (CA0221201-W), a company incorporated in Malaysia under the Companies Act, 1965 and having its business address at **LOT 17192, KM 13, Jalan Kuantan – Kemaman, Sg Karang Balok ,26100 , Kuantan, Pahang** (hereinafter referred to as the "**Landlord**") of the one part;

And

PAY EDGE (COMPANY NO. CA01988554-U), a company incorporated in Malaysia under the Companies Act, 1965 and having its registered address at **No 32, 32/143E Indah Residence , Kemuning Utama, 40400 Shah Alam.** (hereinafter referred to as the "**Tenant**") of the other part.

WHEREBY IT IS AGREED as follows: -

1. Demised Premises

1.1. The Landlord is the beneficial owner of all that premises described in ***Section 3 of the First Schedule*** (hereinafter called "the Demised Premises").

1.2. The Landlord is desirous of granting to the Tenant and the Tenant is desirous of taking a tenancy of the Demised Premises (hereinafter called "the Tenancy") from the Landlord for the consideration and upon the terms and conditions as hereinafter contained.

2. Period Of Tenancy

The Tenancy is for a fixed term set out in **Section 4** of the First Schedule (hereinafter called "the Term") commencing on the day and year set out in **Section 5** of the First Schedule (hereinafter called "the Commencement Date") and expiring on the day and year set out in ***Section 6*** of the First Schedule (hereinafter called "the Expiration Date").

3. <u>Rental</u>

(a) The Tenancy is subject to a monthly rental set out in ***Section 7 of the First Schedule*** (hereinafter called "the Monthly Rental").

(b) The first monthly rental shall be made in advance prior to the commencement of this Tenancy or upon execution of this Agreement, whichever is earlier AND the subsequent payments thereafter shall be made in advance on or before the seventh (7^{th}) day of each and every succeeding calendar month.

THE TENANT HEREBY COVENANTS WITH THE LANDLORD as follows: -

4) <u>Deposits</u>

4.1(a) Prior to the commencement of this Tenancy or upon execution of this Agreement, whichever is earlier, the Tenant shall pay to the Landlord the sum set out in **Section 8** of the First Schedule as rental deposit (hereinafter called the "Rental Deposit") and the sum set out in **Section 9** of the First Schedule as utility deposit (hereinafter called "the Utility Deposit").

(b) The Rental Deposit and the Utility Deposit are to be held by the Landlord during the term of the Tenancy as deposit for the due performance and observance by the Tenant of the terms and conditions herein this Agreement AND SUBJECT THERETO to be refunded by the Landlord to the Tenant, without any interest, upon the expiration of the Tenancy less such sums as may be due and payable by the Tenant to the Landlord in respect of any breaches by the Tenant and under any of the provision of this Agreement.

(c) The aforesaid Security and Utilities Deposits (hereinafter collectively referred to as "**Deposits**") shall not be set-off or be treated as payment of or towards account of any arrears of rent or for payment of any charges of electricity or water consumed at the Demised Premises.

4.2. Use

The Demised Premises shall be used by the Tenant solely and exclusively for the purpose(s) set out in ***Section 10 of the First Schedule***.

4.3. Payment of Other Outgoings

(i) To pay to the Landlord upon demand all charges for electricity and water used and consumed at the Demised Premises, all charges in

respect of sewerage and refuge collections and all charges for telephone calls made from and internet services connected to the Demised Premises during the term of the tenancy hereby granted and any period of holding over.

(ii) To furnish the Landlord with a copy of all the bills and receipts of payment monthly or at such intervals as the bills are received from the relevant authorities and/or utilities companies 7 days upon payment of the same.

(iii) If the tenant fail or refuse to pay the electricity or water bill promptly in a monthly basis, the "landlord" will unconditionally terminate such service or utilities without further reference to the tenant;

4.4. Compliance with Statutory Provisions, Bye-laws etc.

(i) To observe and comply and cause all the Tenant's agents, servants, employees, licensees and invitees to observe and comply with all State and Federal statutes, laws, bye-laws, rules, regulations, notices or requirements affecting the Demised Premises which are now in force or which may hereafter be enacted in particular to the use of the Demised Premises and to keep the Landlord indemnified in respect of the same during tenancy period.

(ii) To ensure that the Tenant, its employees, servants, agents, invitees or licensees shall comply with all security procedure(s) relating to the Demised Premises that may be set out by the Landlord from time to time.

(iii) To ensure that the Tenant, its employees, servants, agents, invitees or licensees shall comply with all security procedure(s) relating to the Demised Premises that may be set out by the Landlord from time to time.The landlord undertake to upgrade and keep the fire fighting equipments and all other related equipments in operating the hotel business including but not limited to the same up to date if the same is required before and/or during tenancy period.

4.5. Security and safety

To be solely responsible at the Tenant's cost and expense for the security and safety (especially safety from fire) of the Demised Premises and the Tenant's fixtures and goods stored therein as well as other property and chattels of the Tenant. The Landlord shall not be liable for any loss or damage of any personal property or accidents or injuries sustained by any users invited by the Tenant directly or indirectly to the Demised Premises.

The landlord must ensure that the fixtures of security and safety (especially safety from fire) of the Demised Premises is in good condition and in accordance with required standards at the time of execution of this agreement and handing over the premises. Tenant undertakes to maintain the safety and security of the Demised Premises during the tenancy period.

4.6. Landlord's Right of Entry

To permit the Landlord its agents or workmen the Landlord with prior notice may from time to time require to enter upon and examine the condition of the Demised Premises and/or to do structural or external repairs and/or renovations to the Demised Premises as the Landlord deems fit and/or to lay, fix or lead through the Demised Premises any wires and cables for electricity, telephone, computer and/or air conditioning and pipes for water, gas and sewerage as the Landlord may from time to time require to be laid, fixed or led PROVIDED ALWAYS that the Landlord shall use its reasonable endeavours in the exercise of the rights granted herein not to interfere with the reasonable use of the Demised Premises by the Tenant.

4.7. Making Good of Any Damage

Should any damage be done by the Tenant, its agents, servants, visitors, invitees, licensees or independent contractors to the Demised Premises or any part thereof, to repair forthwith and make good such damage.

4.8. Upkeep and Maintenance

(i) To upkeep and maintain at all times at the Tenant's own cost and expense, the façade and/or the front, windows and entrances of the Demised Premises in clear and presentable appearance, well-lit and to a standard stipulated by the Landlord from time to time.

(ii) To upkeep and maintain at all times at the Tenant's own cost and expense, the entire interior of the Demised Premises including but not limited to lifts, air-conditioning, doors, windows, floors, ceilings, walls, locks, fastening, electrical wiring, power and light, fittings, cables, pipes, ducts, vents any water closets, lavatories in and upon the Demised Premises in clean, good and tenantable condition and repair (fair wear and tear included), to clean the window / glass panes and to replace all the above with replacements of the same or equivalent quality as and when they are damages, soiled or rendered unserviceable, including but not limited to blown or fused lights, bulbs and/or fluorescent tubes, broken glass, plumbing and/or drainage in or upon the Demised Premises at all times throughout the term of the tenancy herein.

(iii) To give notice forthwith of any major wear and tear that may occur to the Demised Premises, whereupon the Landlord shall inspect and assess the cause of such wear and tear and decide the liability as to whom shall bear such cost of repair and damage.

(iv) For the avoidance of doubt, the day to day housekeeping and hotel maintenance for the Demised Premises, including but not limited to the daily or routine maintenance of rooms, electrical appliances, fixtures and fittings, cutlery, hotel equipment, telephones, common areas, gardens, lawn, mechanical and electrical repairs shall the sole responsibility of the Tenant at its own cost and expense.

4.9. Storage

Not to keep or permit to be kept on the Demised Premises or any part thereof any materials the keeping of which may contravene any local ordinance, statute, regulations or bye-laws or in respect of which an increased rate of insurance is usually required and in particular not to store arms ammunition or unlawful goods, gunpowder, saltpetre, kerosene and/or any explosive or combustible substance whatsoever and/or any items which are banned in Malaysia.

4.10. Fire Fighting Equipment

At least once in every twelve (12) months to cause any fire-fighting equipment in the Demised Premises to be inspected by a competent person/contractor approved by the Landlord and to keep the same serviced and in efficient working order at all times after the expiry of the warranty period for such equipment. The landlord must ensure during handover the premise that the fixtures of security and safety (especially safety from fire) of the Demised Premises is in good condition and in accordance with required safety standards and complies the safety measures by authorities .Tenant should maintain the safety and security of the Demised Premises.

4.11. Use of Lift and/or Passageways

(i) Not to load, off-load or unload any goods, machineries, equipment, item or things whatsoever save and except where such is reserved within the load limit permitted under the lift specifications.

(ii) Not to place leave or cause to be placed or left any refuse, furniture, parcels or other goods or things of any type which may obstruct or are likely to obstruct the entrance, hall, lobby, staircases, corridors, passages, lifts, escalators or landings to the Demised Premises and other common areas in the Demised Premises.

4.12. Avoidance of Insurance Policy

Not to do or permit or suffer to be done anything whereby the policy or policies of insurance on the Demised Premises against damage by fire may become void or voidable. The landlord must ensure that the fixtures of security and safety (especially safety from fire) of the Demised Premises is in good condition and in accordance with required standards and complies the safety measures by authorities. The landlord must ensure that the building is covered by sufficient fire insurance. (ii) the landlord at the landlord's own costs and expenses, take out and maintain and cause to be taken out and maintained adequate insurance for fire and obtain required permit and approval from relevant department for the same . Any loss and/or damage to persons and/or property sustained arising out of the omission of landlord shall be borne by landlord and to indemnify the tenant against all loss and damage whatsoever occasioned to the Demised Premises.

4.13. Application for Permission of User

(i) By mutual consent and subject to discussion, Tenant to apply at the Tenant's own cost to the relevant authorities for licence, permit or other relevant permission of user of the Demised Premises for the operating of its business and provide a copy of such licences, permits etc. to the Landlord. PROVIDED ALWAYS that failure by the Tenant to obtain permission for such user or refusal by the relevant authorities to give the relevant consent for any reason whatsoever shall not suspend the commencement of nor frustrate or affect the tenancy herein or the obligations of the Tenant herein contained in any way whatsoever, and not to commit or omit to do any act or thing in the operation of the Tenant's business at the Demised Premises which may infringe any terms or conditions of such permission of user or by any act or omission commit any breach or contravene any law, regulation, bye-law, rules or orders for the time being and from time to time in force pertaining or applicable to the Tenant's business.

(ii) The Tenant hereby further agrees that during the tenancy period the Tenant shall be responsible and liable for any fines and penalty

during tenancy that may be incurred or imposed as a result of the Tenant's breach and the Tenant hereby indemnifies and shall at all times keep indemnified the Landlord against any action, claims, demands, proceedings and any costs, expenses and damages suffered or to be suffered as a result of any such breach or as a result of cancellation or withdrawal of such permission of user.

4.14. Prohibition against Assignment and Sub-Letting etc.

Not to assign sublet or otherwise part with the possession of the Demised Premises or any part thereof, without the prior written consent of the Landlord.

4.15. Restriction of User

(i) To only use the Demised Premises strictly for the lawful hotel business and on other activities involving hotel business.

(ii) Not to use or permit the Demised Premises or any part thereof for any illegal, unlawful, immoral purpose or for any other purpose which may adversely affect the interest or image of the Landlord and not do any act or thing which may be or become a nuisance or annoyance to or in any way interfere with the quiet occupation and comfort of the Landlord, including but not limited to, any sale by private or public auction, any gambling or gaming activities and in particular not to permit for carrying on any illegal, immoral, offensive or dangerous trade business or occupation or any religious or funeral services or rites or ceremony or any political activities.

4.16. Insurances

To, at the Tenant's own costs and expenses, take out and maintain and cause to be taken out and maintained adequate insurance with such insurance company and upon such terms and conditions as may be approved by the Landlord, to cover any liability: -

(i) for the death or injury to any person or loss and/or damage to persons and/or property sustained arising out of the renovation works or otherwise whilst in, upon or about the Demised Premises. Such policy shall also indemnify the Landlord against action, suits, claims and demands of any kind arising from the use by the Tenant its/his invitees or licensees of the Demised Premises;

and to produce to the Landlord on demand the policies referred to above as well as the receipts for payment of premium by the Tenant in respect thereof.

4.17. Restoration

(i) At the expiration or sooner determination of this tenancy and at the Tenant's own cost and expense, to restore and repair the Demised Premises (other than the improvements thereon which are expressly agreed upon by the Landlord to be retained) with all items, equipment, fixtures and fittings of the Landlord (other than the Tenant's fixtures) and additions thereto in clean, good and tenantable repair and condition. For this purpose, the Tenant shall arrange for a joint inspection of the Demised Premises (which shall be arranged through prior appointment) with the Landlord's personnel at the Demised Premises (hereinafter called "**the Landlord's Representative**") and upon joint inspection thereof to perform all reinstatement and/or repair works and in particular to replace at the Tenant's own cost and expense any Landlord's items, equipment, fixtures and fittings (including but not limited to all lifts, air-conditioning, doors, windows, floors, ceilings, walls, locks, fastening, electrical wiring, power and light, fittings, cables, pipes, ducts, vents any water closets, lavatories in and upon the Demised Premises or any part thereof) which have been permanently marked or damaged by the Tenant during tenancy period in any way with items of a similar character and of equal value before the delivery of vacant possession of the Demised Premises to the Landlord.

(ii) At the expiration or sooner determination of this tenancy, to peacefully and quietly yield up the Demised Premises and deliver vacant possession to the Landlord in accordance with the covenants herein contained.

4.18. To keep Demised Premises free from Pests etc.

To take all reasonable precautions to keep the Demised Premises clean at all times and free of rodents, vermin, insects, pests and animals.

4.19. Tenant's Indemnity

To be responsible for and to indemnify the Landlord against all loss and damage whatsoever occasioned to the Demised Premises or any adjacent or neighbouring premises or to any person caused by any act, default, omission or negligence of the Tenant or its employees, servants, agents, invitees, licensees or independent contractors of the Tenant and to pay and make good to the Landlord all and every loss and damage whatsoever incurred or sustained by the Landlord as a consequence of every breach or non-observance of the Tenant's covenants herein contained and to indemnify the Landlord and the Landlord's estate and effects from and against all actions claims liability costs and expenses thereby arising. The landlord shall be liable for any loss or damages occurred prior to tenancy and shall indemnify tenant from all actions claims liability costs and expenses thereby arising.

5. THE LANDLORD HEREBY COVENANTS WITH THE TENANT as follows: -

5.1 Rates and Taxes etc.

Except insofar as the same are payable by the Tenant under the terms hereof, to pay and discharge all existing and future rates taxes assessments and outgoings payable in respect of the Demised Premises. The landlord to pay all quit rents, rates, assessments and other outgoings from time to time due and payable in respect of the Demised Premises other than those herein covenanted to be paid by the Tenant; and

The landlord shall settle all the outstanding taxes with Customs , land authorities ,local council or any other local authorities if any prior to handing over the building to tenant for tenancy purpose. The tenant shall not liable for any outstanding taxes including but not limited to SST , GST prior to tenancy and which is registered on landlord's name/company/bussiness name .

5.2 Main Structure

To keep in good repair the main structure walls and roofs of the Demised Premises and during the continuance of this tenancy whenever the Landlord deems necessary to paint the exterior of the Demised Premises.

5.3 Fire Insurance

(i) To insure and keep insured at all times during the term hereof the Demised Premises against loss or damage by fire and to make all payments necessary for that purpose provided always .

The landlord must ensure that the fixtures of security and safety (especially safety from fire) of the Demised Premises is in good condition, and in accordance with required standards and complies the safety measures by authorities.

(ii) the landlord at the landlord's own costs and expenses, take out and maintain and cause to be taken out and maintained adequate insurance for fire and obtain required permit and approval from relevant department for the same . Any loss and/or damage to persons and/or property sustained arising out of the omission of landlord shall be borne by landlord and to indemnify the tenant against all loss and damage whatsoever occasioned to the Demised Premises.

5.4 Quiet Enjoyment

That so long as the Tenant shall pay the rent and service charges hereby reserved and perform and observe the several agreements stipulations and covenants on its part herein contained, the Tenant shall peaceably hold and enjoy the Demised Premises during the said term of this tenancy without any interruption by the Landlord or any persons lawfully claiming through or under the Landlord.

6. PROVIDED ALWAYS AND IT IS HEREBY AGREED BETWEEN THE PARTIES HERETO as follows: -

6.1 Option for Renewal

If the Tenant shall be desirous of continuing the tenancy hereby created for a further term of two (2) years (***Section 11 of the First Schedule***) after the expiration of the current term hereby granted, the Tenant shall not less than six (6) months before the date of such expiration give to the Landlord a notice in writing of such its desire of continuing the tenancy and PROVIDED THAT the Tenant pays the Monthly Rentals hereby reserved and all other monies payable under this Agreement and performs all the stipulations and covenants herein contained, including having paid any increased deposit(s) as may be required by the Landlord, then the Landlord shall let the Demised Premises to the Tenant for a further term of two (2) years from the expiration of the first time at such revised rent to be mutually agreed upon by both parties but in any event not less than a five percent (5%) increase to the Month Rental hereby reserved, and which renewed tenancy shall be subject in all other respects to the same terms and stipulations as are herein contained mutatis mutandis except for Clause 3, Clause 4.

6A. Other Provisions, Covenants, Stipulations, Etc.

In addition to and without prejudice to any provisions contained herein, the Tenancy shall also be subject to the additional provisions, covenants, undertakings, stipulations and conditions (if any) set out in ***Schedule 2*** hereto

7. Provisos

(i) If: -

(a) the Monthly Rental or any part thereof or any monies payable under this Agreement shall be in arrears and unpaid at any time for seven (7) days after becoming due whether formally demanded or not; or

(b) any of the other covenants stipulations or agreements on the part of the Tenant herein contained shall not be performed or observed; or

(c) the Tenant or other person or persons in whom for the time being the term hereby created shall be vested shall have a receiving order made against it/him/them or shall become bankrupt; or

(d) upon the liquidation or winding up of the Tenant other than for reconstruction or amalgamation; or

(e) the Tenant shall make any assignment for the benefit of or enter into any arrangement with its/his creditors; or

(f) the Tenant shall permit any execution to be levied on the Demised Premises;

then and in any such cases it shall be lawful for the Landlord at any time thereafter to serve a forfeiture notice upon the Tenant pursuant to Section 235 of the National Land Code, 1965 requiring the Tenant to remedy the breach the subject matter of the said notice at the Tenant's cost and expense and it is hereby mutually agreed that a reasonable time in which to remedy the breach the subject matter of the said forfeiture notice is fourteen (14) days except in the case of non-payment of rent when fourteen (14) days shall be deemed a reasonable time.

(ii) On expiration of the period specified in the said forfeiture notice without the breach complained of having been remedied, the Landlord shall be at liberty to re-enter upon the Demised Premises or any part thereof in the name of the whole and forfeit the deposit as referred to in Clause 0.1 and in addition thereto, the Tenant shall on demand pay to the Landlord the sum equivalent to the rent for the remaining unexpired term granted herein, and thereupon this tenancy shall absolutely determine but without prejudice to the rights or remedies which may then have accrued to the Landlord in respect of any antecedent breach by the Tenant of any of such covenants and undertakings herein contained and/or without prejudice to any other rights or remedies in law.

8. Suspension of Rent

(i) If at any time during the term of the tenancy herein the Demised Premises or any part thereof shall be destroyed or damaged so as to become unfit for occupation or use by fire, tempest, earthquake, earth movement, landslide or other inevitable cause except when such destruction or damage shall have been caused by any act, omission or default of the Tenant or its/his servants, agents, visitors, licensees or independent contractors whereby payment of the policy monies under any policy of insurance shall be refused then the rent hereby reserved or a fair and just proportion thereof according to the nature and extent of the damage sustained shall be suspended and ceased to be payable until the Demised Premises or any part thereof shall have been again rendered fit for habitation and use.

(ii) The Landlord shall not be bound or compelled to rebuild or reinstate the same unless the Landlord in its discretion thinks fit to do so.

9. MISCELLANEOUS

9.1 Legal Costs

All costs for the preparation of this Agreement shall be borne and paid by the Tenant who shall also bear and pay all stamp fees payable in respect of this Agreement.

9.2 The Landlord shall also indemnify the tenant against any action, suits, claims and demands of any kind arising from the use by the landlord its/his invitees or licensees of the Demised Premises prior to the tenancy period and shall take full responsibility in such kind of action, suits and legal actions ;

9.3 Notices

Any notice to be given under this Agreement shall be in writing and shall be sufficiently served on the party addressed to if delivered personally or sent to the said party by registered post addressed to the party at the party's address herein stated or to the party's last known address and any notice sent aforesaid shall be deemed to have been received, in the case of a notice delivered personally, upon receipt thereof, and in the case of a notice sent by registered post, on the third (3rd) day after the date of posting.

9.4 Reservation of Rights

The Landlord reserves to itself all rights of light air support and other easements and the right to break and enter into the Demised Premises in case of an emergency or during fire drills authorised by the Landlord and also the right to enter into the Demised Premises after reasonable notice to the Tenant in order to record monthly electricity and water meter reading and use or deal with such premises adjoining or near the Demised Premises in such manner as the Landlord may in its absolute discretion think fit notwithstanding that by so doing the access of light or air to the Demised Premises or any other liberty easement, right or advantage belonging to the Tenant may thereby be diminished or interfered with or prejudicially affected (but not so as to interfere unreasonably with the Tenant's use and enjoyment of the Demised Premises).

9.5 National Land Code

To the extent only that the same is included or varied by the terms conditions and stipulations and agreements contained in this Agreement the implied agreements on the part of the Landlord and the Tenant set out in Sections 231 and 232 of the National Land Code, 1965 shall apply to this Agreement except insofar as the same is included in this Agreement, shall not apply.

9.6 Headings

The headings and subheadings appearing in this Agreement are inserted only as a matter of convenience and in no way define limit construe or describe the scope or intent of the section or clauses of this Agreement nor in any way affect this Agreement.

9.7 Interpretation and construction

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

(a) words denoting one gender include all other genders and words denoting the singular include the plural and vice versa;

(b) words denoting persons include corporations, and vice versa;

(c) where a word or phrase is given a defined meaning in this Agreement any other part of speech or other grammatical form in respect of such word or phrase has a corresponding meaning;

(d) any reference to a statutory provision includes any modification, consolidation or re-enactment thereof for the time being in force, and all statutory instruments or orders made pursuant thereto;

(e) any reference to "**pay**", or cognate expressions, includes payments made in cash, personal cheques or by way of bank drafts (drawn on a bank licenced to carry on banking business under the provisions of the Banking and Financial Institutions Act, 1989) or effected through inter-bank transfers to the account of the payee, and the words "**Ringgit Malaysia**" and the abbreviation "**RM**" mean the lawful currency of Malaysia;

(f) any reference to "**writing**", or cognate expressions, includes any communication effected by electronic mail, telex, cable, facsimile transmission or other comparable means;

(g) any reference to a "**day**", "**week**", "**month**" or "**year**" is to that day, week, month or year in accordance with the Gregorian calendar; and

(h) if any period of time is specified from a given day, or the day of a given act or event, it is to be calculated exclusive of that day and if any period of time falls on a day, which is not a business day, then that period is to be deemed to only expire on the next business day.

10. Time

Time whenever mentioned herein shall be deemed to be of the essence of this Agreement.

11. Amendment

This Agreement may be modified, amended or surrendered only by an instrument in writing duly executed by the Landlord and the Tenant with mutual consent of parties.

12. Entire Agreement

This Agreement constitutes the entire agreement between the parties hereto and supersede and cancel any prior agreements, negotiations and understandings with respect to the subject matter hereof, whether written or oral.

13. Invalidity of Provisions

If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this tenancy, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this tenancy shall be valid and be enforced to the fullest extent permitted by law.

14. Governing Law and Jurisdiction

The tenancy and this Agreement shall be governed by and interpreted in accordance with the laws of Malaysia and the parties submit to the exclusive jurisdiction of the Courts of Malaysia.

15. Severability

In the event any provisions of this Agreement and/or its conditions be illegal or not enforceable under the laws of Malaysia it/they shall be considered severable and the Agreement and its conditions shall remain in full force and effect and be binding upon the parties as though the said provision/provisions had never been included.

16. Indulgence

Any indulgence given by either of the parties hereto shall not constitute a waiver of or prejudice their respective rights herein contained.

- End of Page -

IN WITNESS WHEREOF the parties hereto have hereunto executed this Agreement the day and year first above written.

The Landlord

SIGNED by)

as Authorised Signatory for and on behalf of)

EASTVILLE PRESTIGE (COMPANY NO CA0221201-W))

in the presence of:-

Eastville Prestige (CA-0221201-W)
LOT 17192, KM JALAN KUANTAN
KEMAMAN, SG KARANG, BALOK,
26100, KUANTAN, PAHANG

Director of **EASTVILLE PRESTIGE**

Name : **HASNISHAH BIN IDRIS**

NRIC No : **610113-11-5153**

The Tenant

SIGNED by)

as Authorised Signatory for and on behalf of)

PAY EDGE)

(COMPANY NO. CA01988554-U)

)

Was hereunto affixed in the presence of:-)

PAY EDGE
No.32, 33/143E, Indah Residence 2,
Kemuning Utama, Kota Kemuning,
40400 Shah Alam, Selangor
TEL/FAX: 03-5166 4824

Director of **PAY EDGE**

Nama:**KUMARESAN A/L THIRUNAVAKARASU**

IC No: 770805-14-5233

FIRST SCHEDULE

(This Schedule shall form an integral part of this Agreement)

Section	Particulars	
Section 1	Date of Agreement	1 JULY 2018
Section 2	Particulars of landlord	**EASTVILLE PRESTIGE** **(COMPANY NO (CA0221201-W)**
Section 3	Demised Premises	Eastville Residence LOT 17192, KM 13, Jalan Kuantan – Kemaman, Sg Karang Balok ,26100 , Kuantan, Pahang
Section 4	Term of Tenancy	Three (3) Years
Section 5	Date of Commencement	1st July, 2018
Section 6	Date of Expiration	30th June 2021
Section 7	Monthly Rental	1.July 2018- December 2018: Ringgit Malaysia Nine Thousand Only (RM9,000)
Section 8	Rental Deposit	Ringgit Malaysia Eighteen Thousand (RM 18,000) Only.
Section 9	Utility Deposit	Ringgit Malaysia Nine Thousand (RM **9,000.00**) only.

Eastville Prestige (CA-0221201-W)
LOT 17192, KM JALAN KUANTAN
KEMAMAN, SG KARANG, BALOK,
26100, KUANTAN, PAHANG

Section 10	Use of Demised Premises	For Hotel Business **USE ONLY**.
Section 11	Renewal Term	Three (2) years .

Prestige (CA-0221201-W)
LOT 17192, KM JALAN KUANTAN
KEMAMAN, SG KARANG, BALOK,
26100, KUANTAN, PAHANG

SECOND SCHEDULE

(This Schedule shall form an integral part of this Agreement)

Other Provisions, Covenants, Stipulations, Etc.

[Clause 6A]

The Landlord undertakes to take the building insurance and required and/or relevant insurance for the attached assets and fixtures of the premise prior to handing over the premise to tenant. The tenant will also invest on his own towards improvising the premise for its betterment without violating any rules and with approval by landlord. The assets and fixtures that installed by tenant shall be purchased by Landlord base on the market value and/ or it is subject to any other option that tenant propose in the end of the termination period.

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