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KINGDOM OF CAMBODIA
NATION RELIGION KING

LEASE AGREEMENT

CERTIFIED TRUE COPY
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THIS Lease Agreement is made by ... 02 ... / ... April ... / 2015

Between,

Phillip Bank PLC, a company duly incorporated under the law of Cambodia having registered address at Ground Floor of B-Office Centre, #61-64, Norodom Blvd Corner Street 306, Sangkat Boeung Keng Kang 1, Khan Chamkamorn, Phnom Penh, Cambodia (hereinafter referred to as the "**Lessee**") represented by **Mr. Han Peng Kwang**, General Manager, Nationality Malaysian, holding ID or passport No. A31665168 Issued on 24 December 2013 (Called as Party A).

And,

Orient Media and Technology a company duly incorporated under the law of Cambodia having its registered address at Regency #152A3, St. 516, Sangkat Boeung kok 1, Khan Toul Kork, Phnom Penh, Kingdom of Cambodia (hereinafter referred to as the "**Lessor**") represented by **Mr. Hoeung Kongkeasambath**, General Director, Nationality Khmer, holding ID Card No. 170387280, issued on 13-April-2006,

(Called as Party B).

Both parties entered into the Lease Agreement subject to the following terms and conditions:

1. Leased Space for ATM Housing

Property Type : Vacant space
Address : #152A3, St. 516, Sangkat Boeung kok 1, Khan Toul Kork, Phnom Penh, Kingdom of Cambodia.

Leased spacesize : 1.30m (W) x 2.40m (L) x 2.50m (H).

2. Lease Term

The lease term shall be for a period of 02 years starting from 06-April- 2015 and ending on 05-April- 2017. The lease term is renewable thereafter at the option of the Lessee for a further period of 02 years as shall be mutually agreed and at such rental rate as market value to be mutually agreed.

Party A is given priority to renew and extend period of the lease agreement by informing **Party B** 02 months in advance.

/

3. Rental Fee:

Rental fee is set as the followings:

- a) Initial 02 (Two) years from 06-April- 2015 to 05-April- 2017: **USD 330** (US Dollars Three Hundred Thirty only) per month included electricity and VAT (10%), payable in advance on the 7th day of each month.
- b) This lease can be renewed with another 02 years and rental fee agree by both parties.
- c) **Party B** agrees to provide Lessee with one month grace period (i.e. no rental payment) for the first month (06-April-2015 to 05-May-2015) of the Lease Agreement for installation of Booth and ATM.

4. Security Deposit

Party A agrees to deposit the amount of USD 330 (US Dollar Three Hundred Thirty only) to party B as a Security Deposit. The amount is the equivalent of 1 month rental fee. This shall be deposited for the first 02 years.

If any party does not want to renew for another 02 years, this deposit amount will be set off on as monthly basis in end of the final year of lease (2nd year).

In case both parties agree to renew the lease for another 02 years, the new deposit will be determined by the new rental rate to be agreed upon by both parties at the time of renewal.

5. Rights and obligations

Party A:

- a) **Party A** will be responsible for any payment and other taxes that are related to this ATM installation, repair and maintenance of the ATM at the rental space within the lease term.
- b) **Party A** has the rights to terminate the lease by informing **Party B** for 02 months in advance and the Security deposit will be forfeited to **Party B**.
- c) **Party A** will be responsible for getting permission from the authorities for building the ATM kiosk / housing and the installation of the ATM machine.
- d) **Party A** will be responsible for all damages of property and other equipment that are installed in the leased space.

Party B:

- a) **Party B** will guarantee that the leased space does not belong to government or other third party and that the place can be used to install the ATM. There is no other protesting or conflicts that can destroy the property of party A and its ATM operations.
- b) **Party B** will be responsible for supplying electricity services to **Party A** during the lease term with amount of 448.8KWH/month.
- c) **Party B** has the rights to terminate the lease by informing **Party A** for 02 months in advance and pay a penalty of 01month rental fee to **Party A**.

- d) **Party B** will responsible for paying the annual tax to the government for the leased space and **Party A** will not be responsible for such tax payments. .
- e) **Party B** shall provide related documents and help **Party A** to get permission for the installation of the ATM at the leased space.
- f) **Party B** agrees that only the signboard, banner and advertisement materials of **Party A** can be displayed at the leased space.
- g) **Party B** agrees to allow **Party A** to lease the space without any interruption and disturbance from **Party B** or staff from **Party B** during the leased term.

6. Understanding lease agreement



Both parties have read and understood the meaning and terms and conditions of this lease agreement and we agree to execute all terms and conditions of the lease agreement and to observe the laws of the Kingdom of Cambodia.

This lease agreement shall be made in 2 copies in Khmer and 2copies in English with equal value to the law and to be kept as below:

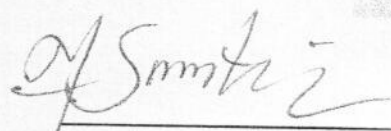
- 1. Party A (1 copy in Khmer and 1 copy in English)
- 2. Party B (1 copy in Khmer and 1 copy in English)

IN WITNESS WHEREOF, **Party A** and **Party B** have agreed to execute this agreement on the date first written above.

Party A,

Name: **Han Peng Kwang**
 Title: General Manager


 In the presence of **Yun Veth**

Party B,




Name: **Hoeung Kongkeasambath**
 Title: General Director

In the presence of