

Dated this day of 20

BETWEEN

TDM PLANTATION SDN. BHD.
(Registration No.: 198301015286 (110679-W))
("Management Company")

AND

Name : 1

2

NRIC No./ : 1
Passport No. (Country)

2

("Sub- Lessee")

MANAGEMENT AGREEMENT

This **MANAGEMENT AGREEMENT** is made on the day of **20**

BETWEEN

- (1) The Party whose name and particulars are set out in **Item 1 of the Schedule** hereto ("**Sub-lessee**") and where the context so permits, include his/her respective estate, heirs, personal representatives and successors-in-title;

AND

- (2) **TDM PLANTATION SDN. BHD. (Registration No.: 198301015286 (110679-W))** a company incorporated under the law of Malaysia and having its registered address at Level 5, Bangunan UMNO Terengganu, Lot 3224, Jalan Masjid Abidin, 20100 Kuala Terengganu, Terengganu ("**Management Company**") and where context so permits shall include its successors- in-title and permitted assigns from time to time.

RECITALS

- (A) By a sub-lease agreement of even date ("**Sub-lease Agreement**") made between **KUMPULAN LADANG-LADANG TRENGGANU SDN. BHD. (Registration No.: 197201001372 (13017-V)) ("Lessee")** (a related company of TDM Berhad (Registration No.: 196501000477 (6265-P)) with its registered address at Level 5, Bangunan UMNO Terengganu, Lot 3224, Jalan Masjid Abidin, 20100 Kuala Terengganu, Terengganu, within the definition of section 7 of the Companies Act 2016) and the Sub-lessee, the Lessee has agreed to sub-lease and the Sub-lessee has agreed to accept the lease of the **Said Lot** (as defined in the Sub-lease Agreement), upon the terms and conditions contained therein.
- (B) It is a condition of the Sub-lease Agreement that simultaneously with the execution of the Sub-lease Agreement, the Sub-lessee shall enter into this Agreement in relation to the management and upkeep of the Said Lot and the oil palms thereon together with the harvesting, processing, marketing and sale the oil palm crops from the Said Lot.
- (C) Further, the Sub-lessee shall upon the execution of the Sub-Lease Agreement, he/she shall give to the Management Company the exclusive, free and uninterrupted possession, management and control of the Said Lot for the entire Sub-lease Period so that the Management Company could manage the Said Lot and other lots comprised under the lease land as one economic unit.
- (D) In furtherance thereof, the Sub-lessee has agreed to appoint the Management Company to provide the Management Services (as set out in herein) pertaining to the Said Lot and the Management Company has agreed to provide the Management Services, subject to the terms and conditions of this Agreement.

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definition

In this Agreement, the following words and expression shall have the meanings ascribed to them below unless the context otherwise requires:

“Accumulated Profit During Initial Period”	has the meaning as ascribed in the Sub-lease Agreement;
“Agreement”	means this Agreement and any supplemental agreement as may be executed and be in force from time to time;
“Allocated Administration Cost”	has the meaning as ascribed to it in Clause 4.1 hereof;
“Confidential Information”	has the meaning as ascribed to it in Clause 12.1 hereof;
“CPO”	means crude palm oil;
“Dispute”	has the meaning as ascribed to it in Clause 11.1 hereof;
“Effective Date”	has the meaning as ascribed in the Sub-lease Agreement;
“Execution Date”	means the date of execution of this Agreement;
“FFB”	means fresh fruit bunches;
“Force Majeure”	means the occurrence of any one or more of the following events which are beyond the reasonable control of the parties: Explosion, lightning, fire, storm, tempest, flood, landslide, earth movement, civil commotion, earthquake, tsunami, terrorism, riot, disorder, enemy action, war, strikes, lockouts, inclement weather, shortage of building materials or labour, epidemic, pandemic or any other Acts of God or inevitable accidents or unforeseen events or the delay by or default on the part of any appropriate authority provided always the aforesaid circumstances: (i) the Party could not reasonably have provided against such event before entering into this Agreement; and (ii) the Party cannot reasonably overcome such event;

“Initial Management Agreement”	means the initial management agreement entered between the Sub-lessee and Trengganu Development and Management Company Ltd (presently known as TDM Berhad)
“Lessee ”	means KUMPULAN LADANG-LADANG TRENGGANU SDN. BHD. (Registration No. 197201001372 (13017-V)) with its registered address at Level 5, Bangunan UMNO Terengganu, Lot 3224, Jalan Masjid Abidin, 20100 Kuala Terengganu, Terengganu, which expression shall include its successors-in-title and permitted assigns from time to time;
“Management Fee”	has the meaning as ascribed to it in Clause 4.1 hereof;
“Management Period”	has the meaning as ascribed to it in Clause 2.2 hereof;
“Management Services”	means the services to be provided by the Management Company to the sub-lessee for the management of the Said Lot as set out in Clause 3;
“National Land Code”	means the National Land Code,1965 as amended(Act 56) and any rules, regulations, rulings, guides or guidelines made thereunder, as amended, modified or revised from time to time by Parliament or any appropriate authority;
“Parties”	means collectively the Sub-lessee and the Management Company and “Party” shall refer to either of them, as the context may require;
“Planted Area”	means of the areas of the Said Lot which has been planted with including but not limited to oil palms or any other crops and related activities by the Management Company;
“Premium”	has the meaning ascribed to it in the Sub-lease Agreement;
“Profit Distribution”	has the meaning as ascribed to it in Clause 6.1 hereof;
“Replanting Cost”	has the meaning as defined in the Sub-lease Agreement;
“Replanting Period”	has the meaning as defined in the Sub-lease Agreement;

“Said Lot”	has the meaning as defined in the Sub-lease Agreement;
“Sub-lease Period”	means the term of the sub-lease as per Sub-lease Agreement executed between the Lessee and the Sub-Lessee;
“Second Term Sub-lease”	has the meaning ascribed to it in the Sub-lease Agreement;
“Sub-lease”	means the sub-lease under section 221 of the National Land Code of the Said Lot that is granted by the Lessee to the Sub-lessee pursuant to the Sub- lease Agreement;
“Sub-lease Agreement”	has the meaning as ascribed to it in Recital (A) hereof;
“Sub-lease Scheme”	has the meaning as defined in the Sub-lease Agreement;
“Sub-lease Scheme Account”	means the Statement of Income and Expenditure for the Financial Year ended of respective year during the Sub-lease Period; and
“Third Parties”	has the meaning as ascribed to it in Clause 12.5(a) hereof.

1.2 Interpretation

In this Agreement except to the extent that the context otherwise requires:-

- (a) words importing the singular include the plural and vice versa;
- (b) words denoting any gender shall include all genders;
- (c) words denoting individuals shall include corporations and vice versa;
- (d) any reference to a Clause is to the relevant clause to this Agreement and any reference to sub-clauses, paragraphs and sub-paragraphs as may be appropriate;
- (e) any reference to this Agreement or any of the provisions hereof includes all amendments and modifications made to this Agreement from time to time in force;
- (f) any reference to any legislation or any provisions of any legislation shall include any statutory modification or re-enactment of, or any legislative provision substituted for such legislation and statutory instruments issued under such legislation or provisions;
- (g) references to any document or agreement shall be deemed to include references to such document or agreement as amended, novated, supplemented, varied or replaced from time to time;

- (h) a reference to an “**agreement**” other than this Agreement includes an undertaking, deed, concession, treaty, agreement, or legally enforceable arrangement or understanding whether or not in writing;
- (i) where any word or expression is defined in this Agreement, the definition shall extend to all grammatical variations and cognate expressions of the word or expression so defined;
- (j) any technical term not specifically defined in this Agreement shall be construed in accordance with the usage or definition commonly accepted by those in that profession or industry;
- (k) any reference to a “**business day**” is to a day other than Friday and Saturday and any other day which is declared by the Federal Government and the State Government as a public holiday for the Federation and the States of Terengganu respectively, and any reference to a “**day**”, “**week**”, “**month**”, or “**year**” is to that day, week, month or year in accordance with Gregorian calendar;
- (l) a period of days from the happening of an event or the doing of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not a business day the period shall include the day next following which is a business day; and
- (m) a “**month**” is a reference to a period starting on one day in a calendar month and ending one date before the numerically corresponding day in the next calendar month (and reference to “**months**” shall be construed accordingly). If there is no numerically corresponding day in the month in which that period ends that period shall end on the last day in that later month.

1.3 Time Period

Wherever there shall appear any reference to a time which or a date by which an act should be done or agreement reached or consent given, such reference shall be deemed to be read as if including the expression “or any period or date, as the case may be, agreed between the Parties from time to time”.

1.4 Headings

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

2. APPOINTMENT OF THE MANAGEMENT COMPANY

2.1 Appointment

The Sub-lessee hereby appoints the Management Company to provide Management Services (the scope of which are as set out in Clause 3) in relation to the Said Lot, and the Management Company hereby agrees to accept such appointment, upon the terms and conditions of this Agreement.

For the avoidance of doubt, the Management Company in its sole and absolute discretion shall have the right to appoint any third party to manage the Said Lot.

2.2 Management Period

The Management Company shall provide the Management Services for a term commencing from the Effective Date until the expiry of the Sub-lease Period ("**Management Period**") unless earlier determined in accordance with the terms of this Agreement.

2.3 Possession, Control and Management

Upon execution of this Agreement, the Management Company shall have possession of the Said Lot and managed the Said Lot in accordance with the terms and conditions contains herein.

3. SCOPE OF MANAGEMENT SERVICES

Subject to the terms and conditions of this Agreement, the Management Company shall provide the following services (collectively "**Management Services**"), in relation to the Said Lot throughout the Management Period:-

- (a) to manage operation of the Said Lot, including the plantation in accordance to the normal and usual oil palm estate management practice in Malaysia;
- (b) to build, construct and keep in repair all access and other road, bridges, drainage and irrigation systems, storehouses, labourer's quarters and other quarters necessary for the proper maintenance and upkeep, cropping, harvesting and management of the entire development and shall construct and equip an adequate factory for the extraction and processing of palm oil, and such factory is completed and ready for operation by the time the first FFB are harvested;
- (c) in accordance with the normal and usual palm oil estate management practice in Malaysia and in a good and husband like manner carry out such periodic manuring, weeding, clearing, pruning and other works necessary to preserve, maintain and improve the yield of FFB and shall replant and replace with similar or better quality oil palm seedlings any of the oil palms dying, decayed, diseased, uneconomical and/or unprofitable;

- (d) to ensure all FFB harvested from the Said Lot shall be properly treated and processed in the said factory and the Management Company shall in a businesslike and efficient manner market and sell the CPO;
- (e) to conduct the services in the best interests of the Sub-lessee on sound commercial profit-making principles;
- (f) any other services incidental and may be required of the Management Company in the management of oil palm plantation and the sale of the FFB derived therefrom; and
- (g) Notwithstanding to the contrary of the above, management services may include but without limitation to plantation and cultivation of oil palms or any other crops and other related activities upon the terms and conditions herein.

4. MANAGEMENT FEE

4.1 Consideration

In consideration of the Management Services to be provided by the Management Company :

- (a) Effective from the expiry date of the Second Term Sub-lease until 31st December, 2020 :
 - (i) the Management Company shall have the exclusive rights and sole discretion to deduct all current cost and expenses of the maintenance, upkeep, management, harvesting, processing, marketing and sale incurred by the Management Company in respect of the said Lot at cost including reasonable depreciation (if any) of the Management Company's capital assets employed therein ;
 - (ii) the net profits after the deduction aforementioned and any relevant payments made prior to any appropriations for income tax, the Management Company shall be entitled to a management fee of ten per cent (10%) of such net profits and the balance thereof shall belong to and be distributed by the Management Company to all the sub-lessees of the Said Lot in the proportion as shall be determined at the sole discretion of the Management Company.
- (b) Effective from 1st January, 2021 until the expiry of the Sub-lease Period the Management Company shall have the exclusive rights and sole discretion:
 - (i) to charge any **direct cost** incurred related to expenses pertaining to the Sub-Lease Scheme (as defined in the Sub-lease Agreement). For the purpose of this clause, "direct cost" shall consist of staff cost, administration cost, legal cost, and the relevant taxes as incurred by the Management Company and any other related cost incurred by the Management Company;

- (ii) to charge the **Allocated Administration Cost** incurred by the Management company by percentage basis of Planted Area of estate under Sub-lease Scheme.

4.2 Review of Management Fee

The Management Fee may be reviewed from time to time of the Management Period at the option of the Management Company by giving a written notice to the Sub- lessee.

5. REPLANTING COST

5.1 Payment of the Replanting Cost

- (a) For the purpose of Replanting Programme, the Sub-lessee agrees to pay the replanting cost at the rate as set out in **Item 2 of the Schedule** hereto and as stipulated in Sub-lease Agreement ("**Replanting Cost**") in the following manner:

The payment is made for the purpose of Replanting Cost for the first two (2) years of the Sub-lease Period, for year 2021 and year 2022. Starting from year 2021, the Replanting Cost for year 2023 onwards will be deducted from the annual audited profit of the year of the Said Lot on rolling basis. The Replanting Cost will be deducted until year 2038. In the event the Replanting Cost is increased due to any reason whatsoever, the Replanting Cost shall be adjusted accordingly against the future audited profit of the Said Lot.

- (b) The payment of the Replanting Cost is for the entire Replanting Period.

5.2 Payment of the Replanting Cost from the Accumulated Profit During Initial Period

- (a) The Sub-lessee agrees that the Accumulated Profit During Initial Period shall be utilised towards the payment of the Replanting Cost.
- (b) The Sub-lessee shall procure the Management Company to pay the Accumulated Profit During Initial Period to the Lessee for the purpose in Clause 5.2(a).
- (c) In the event the amount of the Replanting Cost is greater than the Accumulated Profit During Initial Period, the Sub-lessee undertakes that he/she/it shall pay the shortfall to the Lessee.

6. ANNUAL PROFIT DISTRIBUTION

6.1 Payment of Profit Distribution

- (a) Effective from 1st January, 2020, the Sub-lessee shall be entitled to an annual profit distribution from the net profits after tax in respect of the Said Lot ("**Profit Distribution**").

- (b) Payment of an annual profit distribution for the period commencing from the date of commencement of the Sub-lease which falls immediately after the expiry of the Second Term Sub-lease until 31st December 2019 (“**Accumulated Profit During Initial Period**”) shall be based on the provisions in the Initial Management Agreement.
- (c) The payment of the Profit Distribution shall be made by the Management Company to the Sub-lessee in two (2) tranches in the following manners:-
 - (i) after the half-year ending of the Sub-lease Scheme Account has been approved by the board of directors of the Management Company; and
 - (ii) after the audited financial statements for the year ending of the Sub-lease Scheme have been approved by its board of directors.

6.2 Accumulated Profit During Initial Period

- (a) The Sub-lessee irrevocably agrees and authorises the Management Company to utilise the **Accumulated Profit During Initial Period** towards the payment of the Premium and the Replanting Cost to the Lessee under the Sub-Lease Agreement on its/his/her behalf.
- (b) In the event the amount of the Premium payable is lesser than the Accumulated Profit During Initial Period, the Sub-lessee shall be entitled to the balance of the Accumulated Profit During Initial Period after payment of the Premium and the Replanting Cost and tax (if any).

6.3 Entitlement

- (a) The Management Company shall not recognise nor be bound by any equitable claim or interest in the Said Lot. Accordingly, the only person entitled to the Profit Distribution is the person registered as the Sub-lessee and except as ordered by the Court of Malaysia.
- (b) It is expressly agreed that unless and until the Management Company has received a written notice from the Sub-lessee of the registered transfer of the sub-lease of the Said Lot, the Profit Distribution shall only be paid to the Sub- lessee and the Management Company shall not be liable in any way whatsoever to any registered transferee of the Sub-lessee.

7. COVENANTS AND UNDERTAKINGS

7.1 The Management Company’s Undertakings

The Management Company hereby agrees and undertakes that:-

- (a) it will conduct the Management Services and its obligation as stipulated in this Agreement in a proper and husband like manner and in due diligence and efficiency and in accordance with sound standards practices, and will serve the best interest of the Said Lot and Sub-lessee;

- (b) it will perform all its obligations, covenants and undertakings under this Agreement in a proper manner and sound business-like manner; and
- (c) it will manage the Said Lot at its best endeavors to ensure that both Parties will enjoy common benefits and mutual profits derived from the Said Lot.

7.2 Sub-lessee's Undertakings

The Sub-lessee hereby agrees and undertakes that:-

- (a) it shall not in any way interfere with the management and control of the Said Lot or with the processing, marketing or sale of the CPO therefrom by the Management Company; and
- (b) it shall accept the exclusive and uninterrupted possession and control and management of the Said Lot by the Management Company throughout the Management Period.
- (c) (if it is a company or cooperative or society) to deliver to Lessee, prior to or contemporaneously with delivery of this Agreement duly executed by the Sub-lessee, a certified true copy of the Sub-lessee's Board of Directors' Resolution and Minutes of Meeting, whichever applicable confirming and authorizing the execution of this Agreement and the Sub-lessee's authorized representative(s) to execute this Agreement on behalf of the Sub-lessee or any other relevant and related documents for such purpose.

8. ACCOUNTS

- (a) During the Management Period, annual audited financial statement shall be prepared by a qualified auditor or firm of auditors.
- (b) The Management Company shall extract the annual audited financial statement into the Sub-lease Scheme Account during the Management Period.
- (c) The Sub-lease Scheme Account shall be furnished to the Sub-lessee twice a year during the Management Period in accordance with the manner in Clause 6.1(c) herein.

9. REPRESENTATIONS AND WARRANTIES

9.1 Representation and Warranties by the Management Company

The Management Company hereby represents and warrants to the Sub-lessee that:-

- (a) it is duly incorporated and validly existing under its incorporation laws and has the power and authority to enter into, exercise its rights and perform its obligations under this Agreement and has taken all necessary action to authorize the execution, delivery and performance of this Agreement in accordance with its terms;

- (b) it has necessary expertise and human resources in carrying out any obligations and duties for the Management Services incurred under this Agreement;
- (c) the execution, delivery and performance of this Agreement does not and will not violate any provision of any existing laws and regulations of Malaysia or of the Constitution of the Management Company or of any agreement, documents, contract or other undertaking to which the Management Company is a party or which is binding upon it or its assets and will not (save as contemplated hereby) result in the creation or imposition of any charge or any other lien encumbrance whatsoever on any of its assets; and
- (d) all representation, warranties, covenants undertakings and agreements made or given by the Management Company herein shall be fully complied with by the Management Company until such time as it shall have fulfilled all of its obligations towards the Sub-lessee under this Agreement.

9.2 Representation and Warranties by the Sub-lessee

The Sub-lessee hereby represents and warrants to the Management Company that:-

- (a) (if it is a company or cooperative or society) it is duly incorporated and validly existing under the laws and has the power and authority to enter into, exercise its rights and perform its obligations under this Agreement;
- (b) (if it is a company or cooperative or society) it is conducting its business activities and operations in compliance with all applicable laws, requirements and policies;
- (c) all acts and/or things required of the Sub-lessee to be done, in order to enable them to lawfully enter into, exercise their rights and perform its obligations under this Agreement have been taken, fulfilled and done;
- (d) (if it is a company or cooperative or society) the execution, delivery and performance of this Agreement will not violate the provisions of:-
 - (i) its constitutions;
 - (ii) any applicable law, requirement and/or policy and the Sub-lessee shall ensure that all such law, requirement and/or policy have been fully complied with and satisfied; and
 - (iii) any contract, undertaking and/or instrument to which it is a party or which is binding upon it;
- (e) (if it is a company or cooperative or society) no steps have been or are being taken to appoint a liquidator, receiver or manager (or any other similar officer) over or to wind up (or for any analogous process in respect of) its operations or any of its assets;

- (f) he or she is not a bankrupt and there is no bankruptcy proceeding being threatened or commenced against him;
- (g) to the best of the knowledge and belief of the Sub-lessee, there are no proceedings before any court of competent jurisdiction, tribunal, the relevant regulatory authority, government agency and/or administrative body, current, pending or threatened, affecting or against it, which in each case, if determined would materially and adversely affect its financial condition or operations taken as a whole, or impair its rights to carry on its business or its ability to observe and perform its obligations under this Agreement; and
- (h) the contents of all documents and/or all information supplied in writing by the Sub-lessee to the Management Company during the course of negotiation leading to the execution of this Agreement were, when given, true, accurate and complete in all material respects and there is no fact or matter which has not been disclosed or which on the basis of utmost good faith ought to be disclosed, in writing, to the Management Company, which renders any such document and/or information untrue, inaccurate, incomplete or misleading at the Execution Date.

9.3 Reliance on representations and warranties

Each Party acknowledges that the other Party has entered into this Agreement in reliance of its representations, warranties and undertakings as contained under this Agreement that they are and will be true and correct throughout the Management Period. In the case where any of the said representations and warranties being untrue or incorrect, the relevant Party shall immediately notify the other in writing of the same.

10. TERMINATION

10.1 Termination of the Sub-lease Agreement

- (a) This Agreement shall be terminated henceforth in the event of the termination of the Sub-lease Agreement in accordance to the terms and conditions therein.
- (b) The Parties agree that the Management Company shall not be liable to the Sub-lessee for any loss, damages, costs, expenses incurred by the Sub-lessee or any breach of this Agreement for which the same has been caused directly or indirectly pursuant to the termination of this Agreement by virtue of Clause 10.1(a).

10.2 Breach by the Sub-lessee

On the occurrence of any of the events stated hereunder:-

- (i) the Sub-lessee is an adjudicated bankrupt;
- (ii) the Sub-lessee breaches any of the terms and conditions of this Agreement (including but not limited to the Sub-lessee's representations and warranties) or fails to perform or observe any

undertaking, obligation or agreement expressed or implied in this Agreement;

- (iii) a breach or default by the Sub-lessee of any covenant or other term or condition contained in the Sub-lease Agreement and shall, at the option of the Management Company, be considered a default in this Agreement,

and Provided That the Management Company shall have complied with the terms and conditions of this Agreement, the Management Company shall be entitled at its discretion to elect any of the following and in any such cases as elected by the Management Company:-

- (aa) to seek remedy of specific performance and all other relief against the Sub-lessee; and/or
- (bb) to terminate this Agreement without liability on its part by notice in writing to the Sub-lessee and claim damages against the Sub-lessee for breach of contract.

Thereafter, the Management Company shall be free to deal with the Said Lot in any manner as it shall deem fit at its discretion.

10.3 Breach by the Management Company

In the event the Management Company breaches any of the terms and conditions of this Agreement or intentionally fails to perform or observe any undertaking, obligation or agreement expressed or implied in this Agreement and Provided That the Sub-lessee shall have fully complied with the terms and conditions of this Agreement, the Sub-lessee shall be entitled at its discretion to elect any of the following:-

- (i) to seek the remedy of specific performance and all other reliefs thereunder against the Management Company; and/or
- (ii) to terminate this Agreement without liability on its part by notice in writing to the Management Company and claim damages against the Management Company for breach of contract.

10.4 Termination of this Agreement shall not affect the rights and liabilities of the Parties which have accrued as at the date of termination.

11. DISPUTE RESOLUTION

11.1 Mutual consultation

- (a) Any matter, dispute or claim between the Parties in respect of any matter arising out of or in relation to this Agreement, including any question regarding the interpretation, breach, termination or validity of this Agreement (collectively "**Dispute**") shall be settled, insofar as it is possible, by mutual consultation and consent between the authorised representatives of the Parties.

- (b) If the Dispute could not be resolved by the mutual consultation by the Parties within twenty one (21) business days after the date of their consultation made pursuant to Clause 11.1(a), any Party may refer the Dispute through the courts in Malaysia pursuant to Clause 11.2.

11.2 Court Proceeding

Unless otherwise agreed by the Parties, the Parties may commence court proceeding if no solution can be arrived at in between the Parties for any dispute or claim arising out of or in connection with or under this Agreement in the manner as stated in Clause 11.1 above, and the Parties hereby further agree that the service of any writ or summons or any legal process in respect of any action arising out of or connected with this Agreement may be effected by forwarding a copy of the writ or summons and statement of claim or other legal process in accordance with the terms of this Agreement.

12. CONFIDENTIALITY

12.1 Confidential Information

Each Party agrees that all communications, correspondences, information, data and material of whatsoever nature including supplied to or received by one Party from the other Party relating to this Agreement and the Sub-lease Agreement ("**Confidential Information**") constitutes the confidential property of the disclosing party. Except as expressly permitted herein, the receiving party will hold in confidence and not disclose the Confidential Information and shall similarly bind its professional advisers, directors, company secretary, agents, consultants, and/or employees.

12.2 Permitted disclosure

- (a) The Confidential Information may be disclosed by the receiving party to any governmental or other authority or other regulatory body to such extent as is necessary for the purposes contemplated by this or as is required by the Listing Requirement of the Main Board of Bursa Malaysia Securities Berhad or by law or other regulations as may be binding on the Parties.
- (b) The Confidential Information may be used by the receiving party for any purpose or disclosed by the receiving party to any other person or company to the extent that:-
 - (i) it is at the date hereof or hereafter becomes public knowledge through no fault of the receiving party provided in doing so, the receiving party shall not disclose the Confidential Information which is not public knowledge;
 - (ii) it can be shown by the receiving party to the reasonable satisfaction of the disclosing party to have been known to the receiving party prior to its being disclosed by the disclosing party to the receiving party; and

- (iii) it is received without restriction from another person or organisation lawfully in possession of such information and lawfully empowered to disclose the Confidential Information.

12.3 Safeguard

- (a) The receiving party shall hold in confidence and not disclose the Confidential Information and shall similarly bind its professional advisers, directors, company secretary, agents, consultants, and/or employees or any third party and through the exercise of precautions with the highest standard of care to prevent any such disclosure.
- (b) The receiving party shall keep the Confidential Information in a secure environment and shall not without the disclosing party's written approval:-
 - (i) print, copy, publish, sell, circulate, distribute, announce, issue a press release, publicly disseminate or/and record any of the Confidential Information (including without limitation its copy, photograph, notes, sound, reproduction, extract or any translation, précis or paraphrase) to any persons; or
 - (ii) attempt to print, copy, publish, sell, circulate, distribute, announce, issue a press release, publicly disseminate or/and record any of the Confidential Information (including without limitation its copy, photograph, notes, sound, reproduction, extract or any translation, précis or paraphrase) to any persons; or
 - (iii) offer to print, copy, publish, sell, circulate, distribute, announce, issue a press release, publicly disseminate or/and record any of the Confidential Information (including without limitation its copy, photograph, notes, sound, reproduction, extract or any translation, précis or paraphrase) to any persons.

12.4 Survival

The provisions of this Clause 12 shall survive the termination of this Agreement.

12.5 Personal Data Protection

- (a) The Lessee may request the Sub-lessee to provide Personal Data of the Sub-lessee and that of other individuals including, but not limited to, the Sub-lessee' employees, agents or directors ("**Third Party**") in the course of the Sub- lessee's dealings or transactions with the Lessee (if any) provided that the Personal Data requested is in relation to meeting the Lessee' obligations under this Agreement.
- (b) In respect of personal data of any Third Party, the Sub-lessee warrants that the Sub-lessee has full legal authority and has complied with the Personal Data Protection Act 2010 (as amended and/or re-enacted and/or succeeded and/or replaced from time to time) by obtaining the relevant consent from the Third Party to furnish his or her Personal Data to the Lessee and for the Lessee to process such personal data.

- (c) For the purpose of this clause, “Personal Data” and “processing” (or “process” as the context requires) shall have the same meaning ascribed to it respectively under the Personal Data Protection Act 2010.

13. NOTICES

13.1 Notice

- (a) Any notice, demand, request, correspondence and/or communication permitted, required and/or authorised to be given by any Party to the other pursuant to this Agreement shall be given in writing by either the following means of communication:-

- (i) by facsimile transmission, which shall be deemed to have been duly served on the date of transmission as evidenced by a fax transmission report;
- (ii) by hand, which shall be deemed to have been duly served at the time of delivery and duly acknowledged receipt; and/or;
- (iii) by pre-paid registered post or courier, which shall be deemed to have been duly served on the tenth (10th) working day after such notice, demand, request, correspondence and/or communication is posted or couriered, and that the same has not been returned to the sender.

- (b) Particulars of the Parties are as follows:-

The Sub-lessee

As per details provided in Schedule hereto.

Management Company

TDM PLANTATION SDN. BHD.
(Registration No.: 198301015286 (110679-W))

Level 5, Bangunan UMNO Terengganu
Lot 3224, Jalan Masjid Abidin
20100 Kuala Terengganu
Terengganu.

Telephone No. : 09 – 620 4800 / 09 – 622 8000
Facsimile No. ; 09 – 620 4805
Attention ; Sub-lease Unit of TDM Berhad

- (c) Service of any legal proceeding concerning or arising out of or in relation to this Agreement shall be effected by any Party by causing the document in question to be delivered to the other Party at its address as stated in Clause 13.1(b), or such other address as the Parties may notify to each other in writing from time to time.

13.2 Notification of change

It shall be a duty of the Parties to notify the other if there is a change of address by giving a written notice within fourteen (14) days from the date of such change.

14. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the Parties and supersedes and cancels in all respects all previous representations, warranties, agreements and undertakings (whether in writing or verbal) made between the Parties in respect of the subject matter herein and matters related thereto.

15. MODIFICATION, VARIATION AND AMENDMENT

This Agreement may be modified, varied and/or amended by way of a supplemental agreement executed between the Parties or by way of a letter, exchanged between and signed by the duly authorised representatives of the Parties. Such modification, variation and/or amendment shall be deemed to become effective and the relevant provisions of this Agreement shall be deemed to have been modified, varied and/or amended accordingly, and shall be read and construed as if such modification, variation and amendment have been incorporated in and have formed part of this Agreement at the time of execution thereof.

16. COUNTERPART & ELECTRONIC SIGNATURES

- (a) This Management Agreement may be executed in one (1) or more counterparts, each of which when so executed shall be deemed to be an original copy of this Agreement, and all of which, when taken together, shall be deemed to constitute one (1) and the same instrument.
- (b) (If the Sub-lessee is an individual) This Management Agreement may be executed by way Electronic signatures which shall be in compliance with the Electronic Commercial Act 2006 and/or Digital Signature Act 1997 as amended from time to time, or other applicable law will be deemed original signatures for purposes of this Agreement.

For avoidance of doubt, whereby the signature to be adopted by the Parties is in pursuant to Clause 16 (b), delivery of an executed signature page of a counterpart in Adobe™ Portable Document Format (PDF) sent by electronic mail shall take effect as delivery of an executed counterpart of this Agreement, the signature shall have the same legal validity and enforceability as manually executed signature to the fullest extent permitted by applicable law and it shall constitute Parties' acceptance of and agreement to the terms of this Agreement and that this Agreement will legally bind the Parties thereafter. This clause shall not be applicable where the Sub-lessee is a company or cooperative or society.

If either method is adopted without prejudice to the validity of such agreement, each Party shall provide the other Parties with the original of such page as soon as reasonably practicable thereafter.

17. FURTHER ACTS AND DEEDS

The Parties shall execute, do and procure all other necessary persons, if any, to execute and do all acts and/or things as may be required to give full effect to the terms of this Agreement.

18. SEVERABILITY

18.1 Severance of invalid provision

If any of the provisions of this Agreement is found to be void or unenforceable, in whole or in part, under any applicable law, regulation, requirement and/or policy, which are effective and applicable during the subsistence of this Agreement, such provision shall be deemed to be separable from this Agreement and shall be construed as if such invalid or unenforceable provision had never been formed part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by any invalid provision or by its severance from this Agreement.

18.2 Substitution of invalid provision

Notwithstanding the foregoing, the Parties shall thereupon negotiate in good faith in order to agree upon the terms of a new provision to substitute the provision so found to be invalid, void or unenforceable.

19. BINDING EFFECT

This Agreement shall inure for the benefit of and be binding upon the Parties and their respective heirs, executors, administrators, successors in title, permitted transferees and assigns, as the case may be.

20. WAIVER

Knowledge or acquiescence by any Party, of or in any breach of any terms of this Agreement, shall not operate as or be deemed to be a waiver of such breach of such term, and notwithstanding such knowledge or acquiescence, such Party shall be entitled to exercise its rights under this Agreement and under the laws of Malaysia and to require strict performance by the other Party of such term. Any waiver by any Party of a breach of a term of this Agreement on the part of the other Party shall not constitute a precedent as to any subsequent breach on the part of such other Party.

21. EXCLUSIVITY

During the Management Period, the Management Company shall be the exclusive provider of the Management Services. The Sub-lessee shall not seek or accept similar services from any other third party unless the prior written approval is obtained from the Management Company.

22. NO PARTNERSHIP OR JOINT VENTURE

Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute any party the agent of another party, nor authorize any party to make or enter into any commitments for or on behalf of any other party.

23. TIME IS OF THE ESSENCE

Any time, date or period mentioned in any provision of this Agreement may be extended by mutual agreement between the Parties but as regards to any time, date or period originally fixed and not extended or any time, date or period so extended as aforesaid, shall be of the essence of this Agreement.

24. ASSIGNMENT AND TRANSFER

The Management Company may assign its rights under this Agreement by giving a notice of its intention to the Sub-lessee.

25. COSTS AND EXPENSES

Each Party shall bear its own legal costs, charges and expenses incurred in connection with the negotiations, preparation and finalisation of this Agreement and the transactions herein contemplated and the stamp duty payable thereon shall be borne by the Sub-lessee.

26. GOVERNING LAW

The law applicable for this Agreement is the law of Malaysia and the Parties hereby agree to irrevocably submit to the exclusive jurisdiction of the courts in Malaysia in all matters connected with the obligations and liabilities of the Parties hereto under or arising out of this Agreement, and that the service of a writ of summons, statement of claim or any legal process in respect of any such action or proceedings may be effected on the Party concerned by forwarding a copy of the writ of summons, statement of claim or other legal process by prepaid registered post to its address as herein mentioned or in such manner or mode as the relevant court of competent jurisdiction may order or direct.

27. FORCE MAJEURE

27.1 Notification Of Force Majeure

If any event of Force Majeure occurs, which renders a Party unable to perform or fulfill any of its obligations hereunder, the Party so affected shall immediately on becoming aware of such event of Force Majeure notify the other Party in writing of the occurrence of the same giving full details thereof and subsequently of the cessation of the event of Force Majeure and shall take all reasonable measures to notify any non-performance or non-fulfilment of its obligations under this Agreement.

27.2 Determination of Force Majeure

None of the Parties shall be entitled to rely upon the provisions of Clause 27 if the Parties reasonably determine that an event of Force Majeure has not occurred.

27.3 Termination By Force Majeure

If a Party is prevented from carrying out the whole or a substantial part of its obligations by reason of an event of Force Majeure and such disability lasts for a continuous period of six (6) months or the Parties consider such event of Force Majeure to be of such severity and to be continuing for such a period of time that it effectively frustrates the original intention of this Agreement, this Agreement may be terminated by either Party by giving thirty (30) days' written notice to the other Party. The termination of this Agreement shall not affect the rights and liabilities of the Parties which may have accrued as at the termination date in any manner whatsoever.

27.4 Delay

If the Party affected by an event of Force Majeure has taken all reasonable measures to remove the cause of its inability to fulfill the terms of this Agreement with the minimum of delay, it shall not be liable for any delay by it in performing its obligations under this Agreement to the extent that such delay has been caused by one or more event of Force Majeure and if the Parties do not agree as to such arrangement the dispute shall be referred to Clause 11.1 above.

28. CANCELLATION OF PRIOR AGREEMENT

- (a) Notwithstanding anything to the contrary contained herein, the Lessee and the Sub-lessee agree that any prior agreements relating to the subject matter contained in this Agreement, including any Sub-lease Agreement and Management Agreement, are deemed null and void and unenforceable, and the Sub-lessee shall have no further rights thereunder (if applicable).
- (b) In pursuant to the above, the Sub-lessee shall return to the Lessee all copies of the cancelled Sub-lease Agreement and Management Agreement (if applicable).

[End of Clause]

IN WITNESS WHEREOF this Agreement has been duly executed on the day and year stated above:

The Sub-lessee

Individual

***SIGNED** by the Sub-lessee)
in the presence of:)

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

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

OR

Cooperative/Society

SIGNED by the Sub-lessee)
for and/or on behalf of)
)
)
in the presence of:)

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

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

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

OR

Company

***THE COMMON SEAL** of the Sub-lessee)
was hereunto affixed)
in the presence of:)

.....
Director
Name:
NRIC No.:

.....
Director /Company Secretary
Name:
NRIC No.:

The Management Company

***THE COMMON SEAL** of the Management Company)
TDM PLANTATION SDN. BHD.)
(Registration No.: 198301015286 (110679-W)))
was duly affected in a manner authorized)
by its Constitution)
in the presence of:)

.....
Director
Name: **CHE ALIAS BIN HAMID**
NRIC No.: **660602-11-5299**

.....
Director
Name: **MOHD NORDDIN BIN ABD JALIL**
NRIC No.: **570120-11-5043**

SCHEDULE

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

Item	Subject Matter	Particulars
1	Sub-lessee	Name : NRIC No/ Passport No/ Company No : Address : Telephone No : Management Company's File Reference No : Said Lot : QTR : Lot No. : Oil Palm Holding No.: Lot Area :
2	Replanting Cost	Ringgit Malaysia One Thousand Four Hundred Twenty Two and Forty Cent (RM1,422.40) only per acre

[End of Schedule]