

Dated this 15 day of August 2022

BETWEEN

AXIS A1 PROPERTIES CO., LTD

..... the LANDLORD

AND

FOWLER NATHAN SACHEVERELL FRANCIS

..... the TENANT

TENANCY AGREEMENT

THIS AGREEMENT is made on 15 day of August, Two Thousand and Twenty-Two (2022) between,

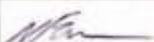
- (A) **AXIS AI Properties Co., Ltd (ROC: 00033808)** (hereinafter referred to as the "Landlord") of address of the other part.
- (B) **FOWLER NATHAN FOWLER SACHEVERELL (Identity/Passport No.: 125360222)** (hereinafter referred to as the "Tenant") of address of the other part.

WHEREAS

- (i) The Landlord is the registered owner of an apartment known as 1A, #0703 Axis residences, Chombok, St Duong Ngeap III, Phnom Penh (hereinafter referred to as the "**Premises**").
- (ii) The Landlord had entered into a Rental Agreement with **AXIS AI Properties CO., LTD** (hereinafter referred to as the "**Managing Agent**") and the Landlord has appointed the Managing Agent to execute all documents in connection with the subletting and general management of the Premises.
- (iii) The Tenant had expressed its desires to lease the Premises from the Landlord, subject to the terms and conditions below.


NOW IT IS HEREBY AGREED AS FOLLOWS:

1. The Landlord agrees to let and the Tenant agrees to take the Premises known as 1A #0703 (hereinafter referred to as the "**Premises**") for a term of for a term of **(12) months** commencing from the day of 15 August 2022 and ending on the day of 14 August 2023 (hereinafter referred to as the "**Term**") at the monthly rent of **Four Hundred And Thirty-Six Dollars And Thirty-Six Cents (USD\$436.36)** (hereinafter referred to as the monthly "**Rent**") and such Rent shall be inclusive of the services mentioned in Schedule 1. However, such Rent **shall be subject to 10% VAT** or applicable prevailing VAT rate that is payable by the Tenant. The Tenant is obliged to make payment of the monthly Rent, by way of electronic mean on the 1st day of each calendar month in advance unless otherwise stated.
2. The Tenant shall upon signing the acceptance shall pay a deposit of **(USD480)** being security for due observance and performance by the Tenant of the terms and conditions herein, and for any claim by the Landlord in relation to this agreement. The deposit shall be refunded to the Tenant without interest within 30 days after the Tenant have duly delivered to the Landlord vacant possession of the Premises in accordance with clause 3(h) upon the termination of this agreement subject to forfeiture for breach of any of the conditions or stipulations herein contained or an appropriate deduction in respect of any such breach.
3. In the event that the Tenant wishes to renew this Agreement for a further fixed term of 1 year(s) after the expiration of the Term, the Tenant shall make this request in writing to the Landlord or the Managing Agent one (1) month before the date of expiry of this Tenancy.

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4. The Tenant hereby covenants with the Landlord as follows:-

- (a) To pay all charges related to this Premises such as water (if any), electricity, telephone (local and overseas) service, municipal. The Tenant is liable to pay the above-mentioned charges on time, which accrued during the Term. Any outstanding charges and bills, accrued during the Term, are solely responsible by the Tenant and all outstanding payments and charges, accrued during the Term and arrive after the Term, are to be cleared in full payment by the Tenant at the end of the Term.
- (b) In the event that the Tenant does not pay the Rent or any other sums owing to the Landlord under this Agreement within 15 days after the due date (whether or not formally demanded), the Tenant shall pay the interest based on 1.5% per month of the late payment amount from the day such monies fall due for payment until the sum is paid to, or accepted by, the Landlord.
- (c) In the event that the Tenant does not pay the Rent or any other sums owing to the Landlord under this Agreement within 30 days after the due date (whether or not formally demanded), the Landlord shall reserve the right to cut off the electricity and water supply till the outstanding amount is settled within 7 days, failing which the Landlord shall terminate this Agreement and the Security Deposit shall be forfeited.
- (d) To use the Premises for the sole purpose of a residence and not to sublet, transfer, sell, or mortgage the Premises or part of the Premises.
- (e) Not to do or permit to be done upon the Premises or any part thereof anything which may be unlawful, illegal or immoral.
- (f) Not to bring, store, sell or permit to be brought or store on the Premises or any part thereof any goods which are of a dangerous obnoxious inflammable or hazardous nature or goods which are classified as Narcotics and illegal drugs as fined by the Government of the Kingdom of Cambodia. The Tenant is solely responsible for any consequence arises thereof from committing the above mentioned acts.
- (g) To be responsible for any mishap such as fire, explosion, act of God, flood, windstorm, or other causes beyond the Landlord's control and to indemnify the Landlord from and against all claims, actions, proceedings, demands, cost, expenses, liabilities, damage occasioned to the Premises or any adjacent or neighboring premises or injury caused to any person by any act or the said mishap, default or negligence of the Tenant or the servants, agents, licensees or invitees, guests of the Tenant. The Tenant shall bear sole responsibility for any legal action arises thereof or as imposed by the Government, on own expense of the Tenant.
- (h) To replace window panes, locks, keys, electric bulbs and tubes which are broken or damaged during the Term.
- (i) To keep the interior of the Premises, sanitary and water apparatus, doors, windows, floor tiles and walls in good and tenable condition, fair wear and tear and Act of God exempted, throughout this Term and to replace the same with new ones solely on the expense of the Tenant if damaged or lost or broken to yield up the same in good order and condition at the termination of the Term as if the same were delivered to the Tenant at the commencement of this agreement.
- (j) The Tenant agrees to take responsibility for minor repairs or replacement of fittings of the Premises up to a maximum sum of USD\$1000.00.
- (k) The main electricity and generator usage are capped at USD\$150 and the Tenant shall be responsible for any amount that exceed USD\$150.
- (l) Not to make or permit to be made any alterations structural or otherwise to the Premises without the prior consent of the Landlord in writing. If consent of the Landlord is obtained or granted, upon the expiry of the said term the Tenant have to return the



Premises to its original condition at the Tenant's own expense prior to the expiration of the Term.

- (m) Not to fix nails, screws or any sharp fixtures on the brick surface on any part of the walls within the Premises. The Tenant shall restore any walls and surfaces where nails, screws and fixtures are installed by the Tenant to their original state and condition at the Tenant's expense prior to the expiration of the Term.
 - (n) To permit the Landlord and/or their representative agent or servant with or without workmen or others to enter upon the Premises at all reasonable times by prior appointment (except in the case of emergency where no appointment is required)
5. The Landlord hereby covenants with the Tenant as follows:-
- (a) The Landlord grants the Tenant free use of the Premises for residential purpose and shall respect the privacy of the Tenant.
 - (b) The Landlord shall provide the Premises fully furnished as stated in Schedule 1.
 - (c) The Landlord is responsible to maintain in good and tenantable repair and condition the structural parts of the Premises, except damage due to the negligence or abuse by the Tenant.
6. In the event the government authority or any military authority ceased the use of the Premises, and notice has been served on either the Landlord or the Tenant, then either party may give notice to determine this Agreement and in which event the period for the notice to quit shall be such period as stated in the notice as served by the government authority or the military authority. No claim for any loss against each party and/or the refund of the Rent for the unused Term shall be entertained for such determination of this agreement.
7. Without prejudice to the rights of the Landlord at Law and in equity, in the event the Tenant purports to terminate this Tenancy for any reason prior to expiry of the Term, (i) the Landlord shall be entitled forfeit the Security Deposit and any other fees that the Landlord may incur due to this breach of this Agreement by the Tenant, at the time of the purported termination of the Tenancy by the Tenant. Provided nothing herein shall be construed to impose or imply any obligation on the Landlord to accept the Tenant's purported termination of this Tenancy.
8. The Tenant shall during the three (3) months immediately preceding the expiry or termination of the Term allow the Landlord and/or its authorized person to view the Premises at reasonable times upon prior appointment with the Tenant.
9. The Tenant shall also return the Premises in good and tenantable condition, with all the Household items intact as per Schedule 1, to the Landlord by 1700 hrs on the last day of the Term herein or any earlier day upon earlier expiry of this Tenancy, upon a joint inspection held between the Landlord and the Tenant on that same day.
10. Unless otherwise required by law or regulation, the Tenant shall not disclose or permit the disclosure of or use or permit the use of any information, discussions, negotiations and documentation obtained from the Landlord as a result of or the connection with the Tenancy Agreement implementation thereof, including but not limited to such information concerning the Landlord's business and affairs, and the services and rates provided hereunder, to any person, firm or corporation or any other agent.
11. This tenancy shall be governed by and construed in accordance with the laws of the Kingdom of Cambodia.

