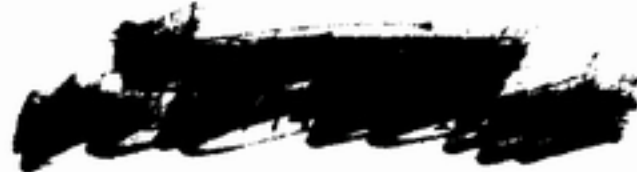


DATED THE 26TH DAY OF APRIL, 2002

BETWEEN

**FIVESTAR DEVELOPMENT (PUCHONG) SDN BHD
(Company No. 368625-V)**

AND



**SUPPLEMENTAL AGREEMENT
LOT NO. 192**

**MESSRS. JAL & LIM
Advocates & Solicitors
Peti #3 5th Floor, East Block
Wisma Selangor Dredging
142-B, Jalan Ampang,
50450 Kuala Lumpur**

**Tel no. : 03-21611218
Fax no. : 03-21616218**

(Ref file : LHB/02/FDPSB/LSF/PH016)

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT is made day and the year stated in Section 1 of the First Schedule hereto

Between

THE COMPANY which is incorporated in Malaysia whose particulars are as described in Section 2 of the First Schedule (hereinafter called "the Vendor") of the one part;

And

THE PARTY more particularly described in Section 3 of the First Schedule (hereinafter called "the Purchaser") of the other part.

WHEREAS

1. The Vendor is the beneficial and registered proprietor of all that piece of land as described in Section 4 of the First Schedule (hereinafter referred to as "the said Land").
2. The Vendor is developing the said Land as a housing and commercial development known as "Puchong Hartamas" or such other name as may be approved by the Authority (hereinafter referred to as "Puchong Hartamas"). Phase 1 of Puchong Hartamas comprises of three hundred and eighteen (318) units of double-storey terrace residential houses (hereinafter referred to as "the said Project").
3. The said Land is presently charged to Southern Bank Berhad (5303-W), of Level 3, Menara Southern Bank, 83 Medan Setia 1, Plaza Damansara, Bukit Damansara, 50490 Kuala Lumpur [security agent for Southern Bank Berhad and United Overseas Bank (Malaysia) Bhd. (271809K)] ("the existing Chargees").
4. By virtue of the Sale and Purchase Agreement of the even date entered into between the Vendor and the Purchaser (hereinafter referred to as "the Sale Agreement"), the Vendor has agreed to sell and the Purchaser has agreed to purchase all that plot of land together with a double-storey terrace house to be constructed thereon, as described in Section 5 of the First Schedule (hereinafter referred to as "the said Lot").
5. In consideration of the Vendor agreeing to provide the facilities (hereinafter referred to as "the Facilities") and services (hereinafter referred to as "the Services") as stipulated in the Second Schedule hereto, the Purchaser hereby agrees to be bound by the provisions of this Agreement subject to the terms and conditions hereinafter set out.
6. This Agreement is supplemental to the Sale Agreement.

NOW IT IS HEREBY AGREED as follows:-

1. **PURCHASER'S COVENANTS AND OBLIGATIONS**
 - 1.1 The Purchaser hereby covenants and agrees with the Vendor and jointly and severally with other owners of the other lots comprised in the said Project to be bound by the covenants and to observe any restriction as set out hereunder.
 - 1.2 The Purchaser hereby further covenants and undertakes with the Vendor that in the event of any subsequent sale or transfer of the said Lot by the Purchaser to a third party (hereinafter referred to as "the New Purchaser" including all subsequent purchasers), the Purchaser shall ensure and make it a

condition of such sale or transfer that the New Purchaser shall likewise covenant and undertake to be bound by the covenants and conditions contained herein.

1.3. For the period of eighteen (18) months commencing from the date vacant possession of the said Lot shall have been delivered or deemed delivered to the Purchaser whichever is earlier (hereinafter referred to as "the Service Period"), the Purchaser shall pay to the Vendor the Service Charge for the Services provided by the Vendor in the following manner :

- (a) three (3) months deposit as stated in Section 6(a) of the First Schedule hereto;
- (b) three (3) months advance payment as stated in Section 6(b) of the First Schedule hereto;

thereafter the Purchaser shall pay to the Vendor the Service Charge in advance every three (3) months PROVIDED ALWAYS that the Vendor shall be entitled at any time and from time to time at its absolute discretion by notice in writing to the Purchaser to increase the Service Charge payable by the Purchaser in respect of the said Lot.

1.4 During the Service Period, the Purchaser shall pay to the Vendor such proportion of the costs and expenses incurred for the upkeep and maintenance of the Facilities.

1.5 From the date of the establishment of the Resident Management Committee (hereinafter referred to as "the Committee"), the Purchaser shall pay to the Committee all charges payable herein for the Services and the Facilities subsequent to the Service Period together with an advance payment as the Sinking Fund (hereinafter referred to as "the Sinking Fund") for the upkeep and maintenance of the Facilities at such sum to be determined at the absolute discretion of the Committee PROVIDED ALWAYS that the Committee shall be entitled at any time and from time to time at its absolute discretion by notice in writing to the Purchaser to increase the charges payable and Sinking Fund payable by the Purchaser in respect of the said Lot.

2. SERVICES

2.1 In consideration of the Service Charge payable by the Purchaser to the Vendor, the Vendor shall provide the Purchaser the Services as stipulated in the Second Schedule.

2.2 To facilitate the administration, management and maintenance of the Services, and to enable the Vendor to discharge its duties and obligations hereunder the Purchaser hereby expressly agrees and consents that the Vendor shall be empowered to enter into contracts with any party or parties for valuable consideration for the management of the Services and the maintenance of the Facilities.

2.3 The Vendor shall at any time during the Service Period have the absolute right and liberty to completely assign its obligation to any other party person or corporation or to appoint an agent, to provide and maintain the Services and/or the Facilities and upon such assignment or appointment as aforesaid, the Purchaser shall thereafter deal with the assignee or agent in respect of all matters pertaining to the Services / the Facilities and shall pay all the Service Charge referred herein to the assignee or agent, as the case may be.

3. COVENANTS BY THE VENDOR WITH THE PURCHASER

3.1 Subject to the performance and observance by the Purchaser of the provisions of the Sale Agreement and this Agreement, the Vendor hereby agrees to be bound by the covenants and assume the duties in providing the Facilities and the Services set out hereunder during the Service Period.

3.2 The Vendor may perform such other functions as it deems necessary for the discharge of its duties hereunder.

4. **CERTIFICATE CONCLUSIVE EVIDENCE**

- 4.1 A certificate issued by the Vendor or its assignee shall be final and conclusive and binding on the Purchaser as to the amount of the Service Charge and the contribution to the costs and expenses incurred for the upkeep and maintenance of the Facilities.

5. **DEFAULT**

- 5.1 In the event that the Purchaser shall default in the payment of the Service Charge and/or other moneys payable pursuant hereto or any part thereof on the due date thereof, the Vendor shall be entitled to impose interest on such unpaid amount thereof calculated at the rate stipulated in Section 7 of the First Schedule hereto from the due date thereof to the date of actual payment thereof on a day to day basis and all solicitors costs and expenses incurred herein shall be borne by the Purchaser.

6. **THE RESIDENTS MANAGEMENT COMMITTEE**

- 6.1 The Vendor shall provide the Services during the Service Period only, thereafter the Services and the Facilities shall be taken over by the Residents Management Committee (hereinafter referred to as "the Committee").
- 6.2 The Committee shall be established at least three (3) months before the expiry of the Service Period and shall be in such form or legal entity as the Vendor deems fit under the circumstances.
- 6.3 The Purchaser together with all other owners of the other lots in the said Project shall become members of the Committee.
- 6.4 Upon expiry of the Service Period :
- (a) the duties and functions of the Vendor as set out in this Agreement shall be taken over and assumed by the Committee forthwith, except for the rights and benefits heretofore accrued or herein specifically reserved to the Vendor;
 - (b) the Vendor shall pass the deposit paid by the Purchaser, less such sum as may be due and payable by the Purchaser to the Vendor, to the Committee and deliver to the Committee all correspondences contracts or documents of title in respect of any asset or property purchased by the Vendor for the purpose of providing the Services and the Facilities;
 - (c) the Purchaser shall thereafter pay to the Committee the Service Charge, the Sinking Fund and/or such other moneys or charges for the Services and the Facilities.

7. **PURCHASER'S CONSENT FOR REFINANCING BY VENDOR**

7.1 **Consent for Restructuring / Refinancing**

Notwithstanding that the said Land is currently charged to the existing Chargees as security for a banking facilities granted to the Vendor, the Purchaser acknowledges that he is aware that the Vendor may restructure the existing banking facilities or refinance the said Land and as a result of which the Vendor may create new charge over the said Land in favour of any financier(s). For the purposes of Clause 2 of the Sale Agreement, the Purchaser hereby expressly agrees and consents that the Vendor may create a new charge(s) over the said Land in favour of any financier(s) without any further reference to the Purchaser or the Purchaser's Financier.

7.2 Parcel Free from Encumbrances upon Vacant Possession

The Vendor hereby undertakes that the said Lot shall be free from encumbrances immediately prior to the handing over of vacant possession of the said Lot to the Purchaser.

8. PROHIBITION AGAINST ENTRY OF CAVEATS

8.1 The Purchaser and/or his permitted assigns and/or his successors-in-title or personal representatives and/or his Financier who is financing the purchase of the said Lot shall not lodge any caveat or cause any caveat to be lodged on the said Land or any portion or portions thereof without the written consent of the Vendor first had and obtained. If the Purchaser breaches this obligation the Vendor shall be entitled to terminate this Agreement in accordance with the terms of the Sale Agreement and further fully indemnify the Vendor for any losses, damages and costs that the Vendor may suffer as a result thereof.

9. MISCELLANEOUS

9.1 Stamp duties

The Purchaser shall bear all stamp duty and expenses in respect of and/or incidental to this Agreement.

9.2 Time

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

9.3 Headings

The headings of each of the provisions herein contained are inserted merely for convenience of reference and shall be ignored in the interpretation and construction of any of the provisions herein contained.

9.3 Any notice required to be given under this Agreement shall be in writing and shall be sufficiently served on the Vendor if delivered or forwarded by prepaid registered letter addressed to its abovementioned address and shall be sufficiently served on the Purchaser if delivered or forwarded by prepaid registered letter addressed to him at his address abovementioned or at his last known address. Any notice sent by the registered post shall be deemed to have been duly served on the date following the date on which the notice was so posted.

9.4 This Agreement shall be binding upon the successors-in-title and assigns of the Vendor and upon the heirs personal representatives or successors-in-title and permitted assigns of the Purchaser.

9.5 The laws of Malaysia shall govern this Agreement and all parties hereto shall submit to the jurisdiction of the High Court of Malaya in Kuala Lumpur.

9.6 Words importing the masculine gender shall include the feminine and neuter gender and vice versa.

9.7 Words importing the singular number shall include the plural number and vice versa.

9.8 The invalidity or unenforceability of any provisions herein shall not affect the validity of the other provisions hereof.

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THE SECOND SCHEDULE

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

THE FACILITIES

1. Perimeter fencing around the said Project comprising the said Lot with a single entry /exit point [subject to the approval of the Authority].
2. Two (2) access cards for owner of each lot for the purposes of entry into the said Project. Additional and/or replacement card(s) may be purchased at a cost not exceeding RM50.00 each.
3. The guardhouse.

THE SERVICES

1. Security personnel providing 24 hours security services to the said Project.
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