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Our ref : (257)ART/KOMTAR/JBCC/LOO/202b/1,947/2023/nd

Date : 21 November 2023

AL BAGUS FOOD AND BEVERAGE SDN BHD
202301006973 (1500894-P)
E98-4, Jalan Lengkongan,
Kampung Baru Cina,
81000 Kulai Johor.

Attention: Mr. Chong Chee Siong

Dear Sir,

LETTER OF OFFER FOR TENANCY

DEMISED PREMISES: LOT NO. 202b, SECOND FLOOR, KOMTAR JBCC, JOHOR BAHRU, JOHOR

We refer to the above matter and wish to thank you for your interest in KOMTAR JBCC, Johor Bahru.

On behalf of AmanahRaya Trustees Berhad (as Trustee for and on behalf of Al-Salām Real Estate Investment Trust), we are pleased to offer you a tenancy of the abovementioned premises ("the Tenancy"), subject to the following terms and conditions which are not intended to be exhaustive:

1. **Landlord** : **AMANAHRAYA TRUSTEES BERHAD (200701008892 (766894-T))**
(as Trustee for and on behalf of Al-Salām Real Estate Investment Trust)
2ND FLOOR, WISMA AMANAHRAYA II,
NO.21, JALAN AMPANG,
50100 KUALA LUMPUR.
2. **Tenant** : **AL BAGUS FOOD AND BEVERAGE SDN BHD**
202301006973 (1500894-P)
E98-4, Jalan Lengkongan,
Kampung Baru Cina,
81000 Kulai Johor.
3. **Demised Premises** : Lot No. **202b, SECOND FLOOR,**
KOMTAR JBCC, Johor Bahru, Johor
4. **Lettable Floor Area** : The total area consist of:-
1,947 sq ft.

The **Floor Plan** is attached in **Appendix A** hereinafter.

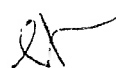


5. **Rental** : Year 1 – Base Rent of **RM4.00** per square foot per month OR 8% monthly gross sales turnover (Whichever is higher)
- Year 2 – Base Rent of **RM4.00** per square foot per month OR 8% monthly gross sales turnover (Whichever is higher)
- Year 3 – Base Rent of **RM4.00** per square foot per month OR 8% monthly gross sales turnover (Whichever is higher)
6. **Service and Promotional Charges** : **RM2.50** per square foot per month for the Lettable Floor Area excluding water and electricity charges (including in Gross Rent).
7. **Term of Tenancy** : **Three (3) years** from the Commencement Date of Tenancy.
- Option to Renew: -**
- Another Two (2) term of Three (3) years each**
Subject always to revised monthly rental which shall be above the existing monthly rental sum (Year 3).
8. **Trade Name** : **MARRYBROWN**
9. **Permitted Use** : The Demised Premises shall be utilized strictly for the operation of a Fast Food Restaurant under the trade name of Marrybrown only.
10. **Fit Out Period (Free Rental)** : **Three months (3 months)** from the date thereof
11. **Handover Date** : **15th DECEMBER 2023**

Prior to handover of the Demised Premises, the tenant shall:-

- a) execute the Tenancy Agreement;
- b) submit three (3) sets of fit out & M&E drawings together with a 3D concept of shop front design and internal view arrangement for the Landlord's written consent, endorsement and approval;
- c) attend the pre-construction meeting and properly compile the fit out documentation to enable the tenant to work on site upon the requirements in Clause 11 (b) approved by Landlord; and
- d) pay to the Landlord any payments due and/or payable under this Letter of Offer.

Upon fulfillment all of the above, a joint inspection at the Demised Premises shall be held between the Tenant, the Tenant's Contractor together with Landlord's representative and thereafter the Tenant shall be allowed to take possession of the Demised Premises (Notice of Handover) and to execute the fit out works on site immediately.



12. **Commencement Date** : a) Tenancy : **15TH MARCH 2024**
(expiry 14TH March 2027)
- b) Business : **15TH MARCH 2024**
- c) Service Charge : **15TH MARCH 2024**
- d) Rental : **15TH MARCH 2024**
13. **Payments** : The Tenant undertake to pay to the Landlord the amount(s) stated and in the manner prescribed in the **Schedule of Payments** stipulated in **Appendix C** upon acceptance of the Letter of Offer hereinafter prior to the handover.
14. **General Conditions** : a) Upon acceptance of this Letter of Offer, any earlier offers, warranties, promises, representation, collateral agreements that have been made orally or otherwise in the course of the pre-contractual negotiation that have not now been included in this letter shall hereafter be superseded and cancelled;
- b) The Tenant agreed to execute the Tenancy Agreement within two (2) weeks from the date of notification from the Landlord or its authorized representatives that such documents are ready for execution and shall pay the balance payments accordingly;
- c) The Tenant agrees not to disclose to any third party any information in respect of, arising from or in connection with the terms, conditions and provisions of this Tenancy whether contained in this Tenancy or subsequent correspondence or otherwise, unless such disclosure is required by law or with the Landlord's prior written consent. Without prejudice to the above, if the rental rates are disclosed by any party including any third party, the Landlord reserves the right to terminate the agreement or any other remedies allowed by law;
- d) The tenant shall adhere to the house rules or any regulations given by the Management, failing which the tenant may be penalize;
- e) A cancellation fee equivalent to amount of one (1) month Rental and Service Charge/Promotional Charges shall be forfeited by the Landlord in the event the Tenant wish to cancel this offer after acceptance has been made;



15. **Special Conditions** : It is hereby expressly agreed by the parties hereto that the "**SPECIAL CONDITIONS**" as annexed in **Appendix B** hereto shall form part of this agreement and that should there be an inconsistent or repugnant term or terms, the term or terms contained and inserted in the 'special conditions" herein referred shall prevail over the same contained in Clauses 1 to 14 aforesaid.

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