



Subang SkyPark Sdn Bhd (764895-A)
(A member of WCT Group)

Our Ref : SSSB/LD/COVERLETTER/G20/ZULAN SAMUDERA/250724/0128/SR

Date : 25 July 2024

ROSLAN BIN MOHD HARUN

[Trading under the name and style of ZULAN SAMUDERA ENTERPRISE 201203188503(KC0011026-W)]

(Trading as Zulan Samudera)

No. A-19, Lorong Dahlia 2/1,

Taman Dahlia Indah,

08000 Sungai Petani Kedah.

By Email / Courier

Attention: Roslan bin Mohd Harun, Manager

Dear Sirs,

Execution of License Agreement for Licensed Area Lot No G20, Ground Floor, SkyPark Terminal

With regards to the above matter, we are pleased to enclose herewith two (2) copies each of our License Agreement dated 25 July 2024 for your execution.

We would appreciate if you could revert to us on the following by 1 August 2024: -

- 1) **One (1)** set of the duly signed License Agreement (original);
- 2) Declaration of Merchandise Mix Form;
- 3) Acknowledged and signed PDPA Form;
- 4) Completed Contact List Form;
- 5) Tenant's Corporate / Statutory Documents as stipulated in Clause 33 in the License Agreement;
- 6) Total amount of RM14,000.00 in favour of **SUBANG SKYPARK SDN. BHD.** being payment for the deposits and other payments;
- 7) Total amount of RM300.00 in favour of **SUBANG SKYPARK SDN. BHD.** being payment for stamp duty of License Agreement for the Licensed Area;

Please note that upon receipt of your payment either by banker's cheque or your company's cheque for the amount stated in the License Agreement, this shall then constitute a full acceptance of our offer, failing which the offer will be null and void.

Your kind attention of the above is appreciated.

Thank you.

Yours faithfully,

for and on behalf of

SUBANG SKYPARK SDN. BHD.

FOONG KHAR MUN

General Manager

Managed by:



Subang SkyPark Sdn Bhd (764895-A)
(A member of WCT Group)

Our Ref: SSSB/LD/LA/G20/ZULAN SAMUDERA/250724/0117/SR

Date: 25 July 2024

ROSLAN BIN MOHD HARUN

[Trading under the name and style of ZULAN SAMUDERA ENTERPRISE 201203188503(KC0011026-W)]

(Trading as **Zulan Samudera**)

No. A-19, Lorong Dahlia 2/1,

Taman Dahlia Indah,

08000 Sungai Petani Kedah.

By Post / Email

Attention: Roslan bin Mohd Harun, Manager

Dear Sir,

RE	: LICENSE AGREEMENT
LICENSE AREA	: LOT G20, GROUND FLOOR, SKYPARK TERMINAL
LICENSOR	: SUBANG SKYPARK SDN BHD
LICENSEE	: ROSLAN BIN MOHD HARUN [Trading under the name and style of ZULAN SAMUDERA ENTERPRISE 201203188503(KC0011026-W)]

We are pleased to grant you a license of the above mentioned Licensed Area subject to and upon the following terms and conditions:-

1	Licensee	: ROSLAN BIN MOHD HARUN [Trading under the name and style of ZULAN SAMUDERA ENTERPRISE 201203188503(KC0011026-W)] <u>Principal Place of Business</u> No. A-19, Lorong Dahlia 2/1, Taman Dahlia Indah, 08000 Sungai Petani Kedah.
2	Licensed Area	: Lot G20, Ground Floor of SkyPark Terminal Sultan Abdul Aziz Shah Airport ("Building") measuring approximately 328.12 sq ft and more particularly outlined in RED in the proposed floor plan attached hereto as Schedule 1. The layout, location, orientation, measurement and area of the Licensed Area are subject to changes at the absolute discretion of the Licensor and any changes shall not annul this License nor be subject to any claim for damages.
3	License Period	: A period of One (1) Year commencing on and from the Commencement Date stated in Clause 4 below and expiring on the Expiry Date dated in Clause 6 below.

Managed by:



4	License Commencement Date	:	1 September 2024
5	Rent Commencement Date	:	1 October 2024
6	Expiry Date	:	31 August 2025
7	Option to Renew	:	One (1) year
8	Permitted Use	:	The Licensed Area shall be utilized strictly for the purpose of retailing of selling Malay mixed rice, local food and beverages under the trade name of <u>"Zulan Samudera"</u> The Licensee is required to specify the percentage of each product retailed in the Licensed Area. Any changes in the usage of the Licensed Area of the merchandise mix shall at all times be subject to the Licensor's approval in writing.
9	License Fee	:	Ringgit Malaysia Three Thousand and Five Hundred [RM3,500.00] only per month @ approximately RM10.67 per square foot payable monthly in advance.
10	Percentage Rent	:	10 % of the Monthly Gross Sales, payable monthly in arrears if such sum is higher than the Monthly License Fee. For purpose of this Clause: "Gross Sales" shall mean all gross revenue and income received or receivable from all merchandise or services sold including merchandising from concessionaires or other parties and all business of an nature whatsoever conducted in, at from or upon the Licensed Area or in any way derived from any business activity of the Licensee hereon during the relevant months' throughout the License Period and shall exclude GST collected by the Licensee on behalf of government agencies for services rendered by the Licensee; and "Monthly Gross Sales" means the Gross Sales for a calendar month during the License Period.
11	Sales Report	:	(a) Monthly Sales Report The Licensee shall on or before the seventh (7th) days of each of the succeeding month, submit to the Licensor, its appointees or nominees its duly tabulated and certified sales transaction records in the form and substance prescribed by the Licensor of the immediate preceding month ("Monthly Sales Report"), failing which the Licensee shall in addition to other payments to be made to the Licensor under this License Agreement, be liable to pay to the Licensor agreed liquidated damages of Ringgit Malaysia Five Hundred (RM500.00) for each day that the Monthly Sales Report is not submitted to the Licensor.

Licensor	Licensee
	

			(b) Statement of Annual Gross Sales At the end of each calendar year or incomplete calendar year, as the case may be, the Licensee shall submit to the Licensor a statement for the Annual Gross Sales showing the Monthly Gross Sales for each calendar year or incomplete calendar year, as the case may be, duly audited and certified without qualification by a firm of independent licensed auditors within seven (7) days after the audited and certified Annual Gross Sales statement shall become available but in any event, shall not be later than three (3) months after each calendar year. “Gross Sales” means all gross revenue and income received or receivable for all merchandise or services sold including merchandising from concessionaires or other parties and all business of any nature whatsoever conducted in, at, from or upon the Licensed Area or in any way derived from any business activity of the Licensee thereon during the relevant years’ throughout the License Period and shall exclude any Taxes collected by the Licensee on behalf of the appropriate authority in relation to services rendered and/or goods sold by the Licensee. “Taxes” means any and all service taxes, goods and services taxes and other value added taxes, duties or levies as may be levied, charged or imposed by the appropriate authority in relation to a Taxable Supply. “Taxable Supply” means a taxable supply as defined by the relevant legislation which may include the License Fee and other payments or outgoings payable by the Licensee to the Licensor under, pursuant to and/or in connection with this Agreement.
12	Business Hours	:	07.00am to 10.00pm, seven (7) days a week including public holidays.
13	Security Deposit	:	Ringgit Malaysia Ten Thousand Five Hundred [RM10,500.00] only to be paid upon the acceptance and execution of this License Agreement and as security for the due, observance and performance by the Licensee of the Licensee’s covenants and condition herein. The Security Deposit shall not be utilised to set off against any payment due to be paid by the Licensee to the Licensor hereunder.
14	Utilities Deposit	:	Not applicable
15	Utilities Charges	:	All charges for the supply, consumption and usage of water, electricity, tele-communications and any other utilities where applicable to and in relation to the Licensed Area and all application, installation and connection (or re-connection) charges in relation to such utilities, shall be borne and paid by the Licensee
16	Indemnity	:	The Licensee shall indemnify and keep indemnified the Licensor from and against all actions, claims, demands, losses, damages, costs and expenses which the Licensor shall or may be or become liable as consequences of any acts, omission or negligence of the Licensee, its contractors, agents, servants or invitees during the License Period.

Licensor	Licensee
	

17	Security of the Licensed Area	:	The Licensee shall be solely and absolutely responsible for the security and safety of the Licensed Area and of the items, stocks and things located therein the Licensed Area which belong to or within the control of the Licensee.
18	Cleaning of Licensed Area	:	The Licensee shall at all times ensure that the Licensed Area is kept clean and free from dust and particularly shall promptly dispose of all rubbish, garbage and other discarded materials to the designated garbage disposal points at the Building.
19	Rate of Agreed Liquidated Damages for Late Opening, Early Closure and/or Not Operating for Business	:	Ringgit Malaysia Two Hundred [RM200.00] only per hour or part thereof of default.
20	Liquidated Damages on Licensee's Default/Breach If Licenser Elects Not To Terminate	:	Without prejudice to any other rights and remedies under the License Agreement and at law including the Licenser's right of termination, the Licensee shall, in addition to the payment of the License Fee from the Commencement Date, in the event:- (a) <u>The Licensee fails to Commence Business</u> be liable to pay to the Licenser liquidated damages at the rate of Ringgit Malaysia One Thousand [RM1,000.00] only for each day or part thereof that the Licensed Area is not open for business from the Commencement Date mentioned in Clause 4 until the actual day the Licensee commences business at the Licensed Area; and (b) <u>The Licensee carries on business at the Licensed Area without the Licenser's inspection and/or approval and/or completion of rectification works specified by the Licenser</u> be liable to pay to the Licenser liquidated damages at the rate of Ringgit Malaysia One Thousand [RM1,000.00] only for each day or part thereof that the Licensee carries on business at the Licensed Area without the Licenser's inspection and/or approval and/or completion of rectification works specified by the Licenser.
21	Special Condition(s)	:	(a) (i) notwithstanding the location and floor area of Licensed Area specified in Clause 2 above, in the event relocation of the Licensed Area to a new location/premise in the Building is required, which in the Licenser's opinion, will be in the commercial interest or larger benefit to the Building, or if it is due to the requirement of any relevant authority, the Licenser shall be entitled at its absolute discretion, to relocate the Licensed Area to another location/area in the Building by giving a one (1) month prior written notice to the Licensee ("Relocation Notice"), without having to account for any loss and damage suffered by the Licensee due to such relocation. The parties agree that the License Fee of the new premise will be revised in accordance with the existing market rate of

Licenser	Licensee
	

		such new premise. Other terms and conditions are to remain the same contained herein. (ii) The Relocation Notice shall specify the location and area of the alternative area and shall provide the particulars of the license fee, deposits and other charges payable at the relevant rate per square feet of the area thereof. The Licensee may reject the alternative area by notifying the Licensor of the same in writing within one (1) month notice from the date of the Relocation Notice, provided that if the Licensee fails, refuses and/or neglects to accept or reject the Licensor's offer upon expiry of the said one (1) month, then the Licensee shall be deemed to have rejected the said offer, in which event the License herein shall be deemed surrendered to the Licensor and the Security Deposit which shall have been paid to the Licensor shall be refunded to the Licensee free of interest less such sum(s) as may be due to the Licensor and thereafter neither party shall have any claims or actions whatsoever against the other save for any antecedent breaches. (b) To apply and obtain at the cost of expense of the Licensee all necessary licenses, permits, registration, authorities, approvals and other consents necessary from the appropriate Authorities for the carrying on of the Permitted Use upon the Licensed Area and ensure that all licenses, permits, authorities, approvals and consents are valid for the duration of the License and shall furnish copies of the same to the Licensor. The Licensee shall at all times observe and perform and shall cause its agents and servants to observe and perform all the terms, conditions, restrictions, rules and regulations imposed by the Appropriate Authorities. The Licensee shall also bear all costs and take all necessary actions to apply, submit drawings and pay all fees and charges (including but not limited to any penalties, charges, fines or impositions of any nature as may be charged/levied by the Appropriate Authorities) to the Appropriate Authorities to obtain the necessary approvals. (c) By the expiration or the earlier determination of the License herein and at the Licensee's own costs and expenses, unless otherwise required by the Licensor in writing to the Licensee, to restore the Licensed Area and all items equipment fixtures and fittings therein belonging to the Licensor to its original state and condition and in clean, good and tenantable repair and condition, to remove any signboard name-plate placard advertisement notice poster or thing whatsoever erected, painted, displayed, affixed or exhibited at upon to or within the Licensed Area or otherwise by the Licensee and to remove from the Licensed Area the Licensee's Goods and all other items equipment fixtures and fittings of any description (save for those belonging to the Licensor and those which the Licensor agrees to allow the Licensee to leave behind). The Licensee shall, prior to restoring the Licensed Area, at the Licensee's own costs and expenses and in the manner required by the Licensor, erect and maintain hoarding with hoarding visual as approved and/or as may be provided by the Licensor around the external perimeter of the Licensed Area. Upon completion of the restoration of the Licensed Area to the satisfaction of
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Licensor	Licensee
	

			the Licensor, the Licensee agrees that, unless otherwise directed or required by the Licensor, the said hoarding shall not be removed by the Licensee and the Licensor shall be entitled to dispose off or deal with the said hoarding at its absolute discretion without being liable to the Licensee for any cost and expense in respect of the said hoarding. (d) The Date of Handover of possession of the Licensed Area by the Licensor to the Licensee for the purpose of the fit out works shall be 1 September 2024.
22	Confidentiality	:	The Licensee and/or its agents, servants, invitees, licensees and contractors shall keep with complete secrecy all information relating to the License including but not limiting to the terms and conditions of this License Agreement, the subject matter and/or any variation thereof and/or information whatsoever concerning the rate of license fee and shall not reveal or disclose to any party any such information. This restriction shall continue to apply after the termination of this License Agreement without limit in point in time but shall cease to apply to information or knowledge which may come into public domain.
23	Assignment / Novation	:	(i) The Licensor may freely assign, novate, transfer or grant any license of all or any of its rights, benefits, title and interest in this License Agreement and in and to the Licensed Area and the Building to any third party or parties. (ii) The Licensee shall not assign or transfer any of its rights, benefits, title and interest, or grant any interest, in this License Agreement and the Licensed Area to any third parties.
24	Unilateral Termination by Licensee	:	In the event the Licensee terminates or attempts to terminate the License herein at any time before the expiration of the License Period, as the case may be, whether or not the License herein shall have commenced, then and in such an event the Licensor shall be entitled to forthwith re-enter upon the License Area or any part thereof in the name of the whole or to recover vacant possession by legal proceedings, and all such Deposits and any other monies as shall have been paid by the Licensee under or pursuant to this License Agreement shall be forfeited absolutely to the Licensor or (at the Licensor's discretion) set off against sums due and owing or payable to the Licensor or for which the Licensee is liable to, and in addition thereto, the Licensee shall forthwith pay to the Licensor a sum equal to the Licensee Fee for the whole of the term, as the case may be, or the unexpired period thereof, as the case may be, but without prejudice to such other rights powers and remedies which the Licensor may have against the Licensee for any loss or damage as may be incurred or suffered by the Licensor for any antecedent breaches by Licensee.
25	Termination by Licensor	:	The Licensor shall be entitled to forthwith revoke the License or terminate this License Agreement by notice in writing to the Licensee in the event:- (a) the licensee fails to pay the License Fee whether in whole or in part, within the time stipulated in this License Agreement and fails to remedy

Licensor	Licensee
	

			the failure within seven (7) days of service or deemed service of a notice by the Licensor requiring the Licensee to remedy such failure; (b) the Licensee commits a breach of this Agreement (other than a failure to pay the License Fee) and fails to remedy the breach within fourteen (14) days of service or deemed service of a notice by the Licensor requiring the Licensee to remedy the same; (c) the Licensee: - goes into liquidation, including provisional liquidation, within or outside Malaysia; - is wound up or dissolved or a petition or application is presented or made for its winding up or dissolution, within or outside Malaysia; or - has a receiver, manager, administrator and/or controller externally appointed, within or outside Malaysia; or (d) the Licensee vacates the Licensed Area (other than with the prior written consent of the Licensor) In the event this License Agreement is terminated or the License is revoked pursuant to the foregoing paragraph, the Licensor shall be entitled to forthwith re-enter upon the License Area or any part thereof in the name of the whole or to recover vacant possession by legal proceedings, and all such Deposits and any other monies as shall have been paid by the Licensee under or pursuant to this License Agreement shall be forfeited absolutely to the Licensor or (at the Licensor's discretion) set off against sums due and owing or payable to the Licensor or for which the Licensee is liable to, and in addition thereto, the Licensee shall forthwith pay to the Licensor a sum equal to the License Fee for the unexpired period of the License Period. The Licensee shall have no right of claim against the Licensor for any loss, costs, compensation, damages or any other payment as a result of such termination or revocation. Notwithstanding any provision herein to the contrary, the Licensor shall be entitled to terminate this License Agreement for any reason whatsoever by prior notice in writing of no less than fourteen (14) days to the Licensee.
26	Refund	:	Upon expiry of this License, the Licensee shall nominate ZULAN SAMUDERA ENTERPRISE 201203188503(KC0011026-W) to be the payee of the Refund of Deposit less all necessary outstanding License Fee, damages, charges as claimed by the Licensor.
27	Licensee's Statutory Documents To Be Provided To The Licensor	:	Certified true copies of: <u>Where the Tenant is a company:-</u> - Constitution; - Latest Return of Allotment lodged with the Registrar of Companies ("ROC") pursuant to Section 78 of the Companies Act 2016 ("CA2016"); - Latest Notification of Change of Registered Office lodged with ROC pursuant to Section 46(3) of CA2016; - Latest Notification of Particulars and Change in the Register of Directors, Managers and Secretaries lodged with ROC pursuant to Section 58 of CA2016; and - Board of Directors' Resolution authorising the Tenant to take up the tenancy of the Demised Premises and to execute the Tenancy Agreement.

Licensor	Licensee
	

		<u>Where the Tenant is a sole proprietorship/partnership:-</u> (a) Business Registration Certificate; (b) National registration identity card(s) of Tenant/all partners or where Tenant/partner(s) is a foreigner, valid passport(s).
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To accept this License Agreement, please sign the Acceptance and Agreement portion provided below and return one (1) original copy of this License Agreement to us **within seven (7) days** from the date of this License Agreement together with the following:-

(a) cheques for the following payments:-

- (i) Payment of **Ringgit Malaysia Fourteen Thousand (RM14,000.00)** only being the payment of Security Deposits and one (1) month Advance License Fee made payable to **SUBANG SKYPARK SDN. BHD.;**
- (ii) Payment of **Ringgit Malaysia Three Hundred (RM300.00)** only being the payment of the stamp duty applicable for the License Agreement made payable to **SUBANG SKYPARK SDN. BHD.;**

(b) documents mentioned in Clause 27 if you are a locally incorporated company.

Failing which this License Agreement shall forthwith lapse and be null and void.

Yours faithfully,
SUBANG SKYPARK SDN BHD



FOONG KHAR MUN
General Manager

Licensor	Licensee
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ACCEPTANCE AND AGREEMENT

We, **ROSLAN BIN MOHD HARUN** [Trading under the name and style of **ZULAN SAMUDERA ENTERPRISE** (Company No. **201203188503(KC0011026-)**) hereby confirm our acceptance and agreement to the terms and conditions contained in this License Agreement and agree to be bound by them.

Date :

Yours faithfully
For and on behalf of

DIRECTOR / AUTHORISED SIGNATORY

Name :

NRIC No :

Address :

DIRECTOR / SECRETARY

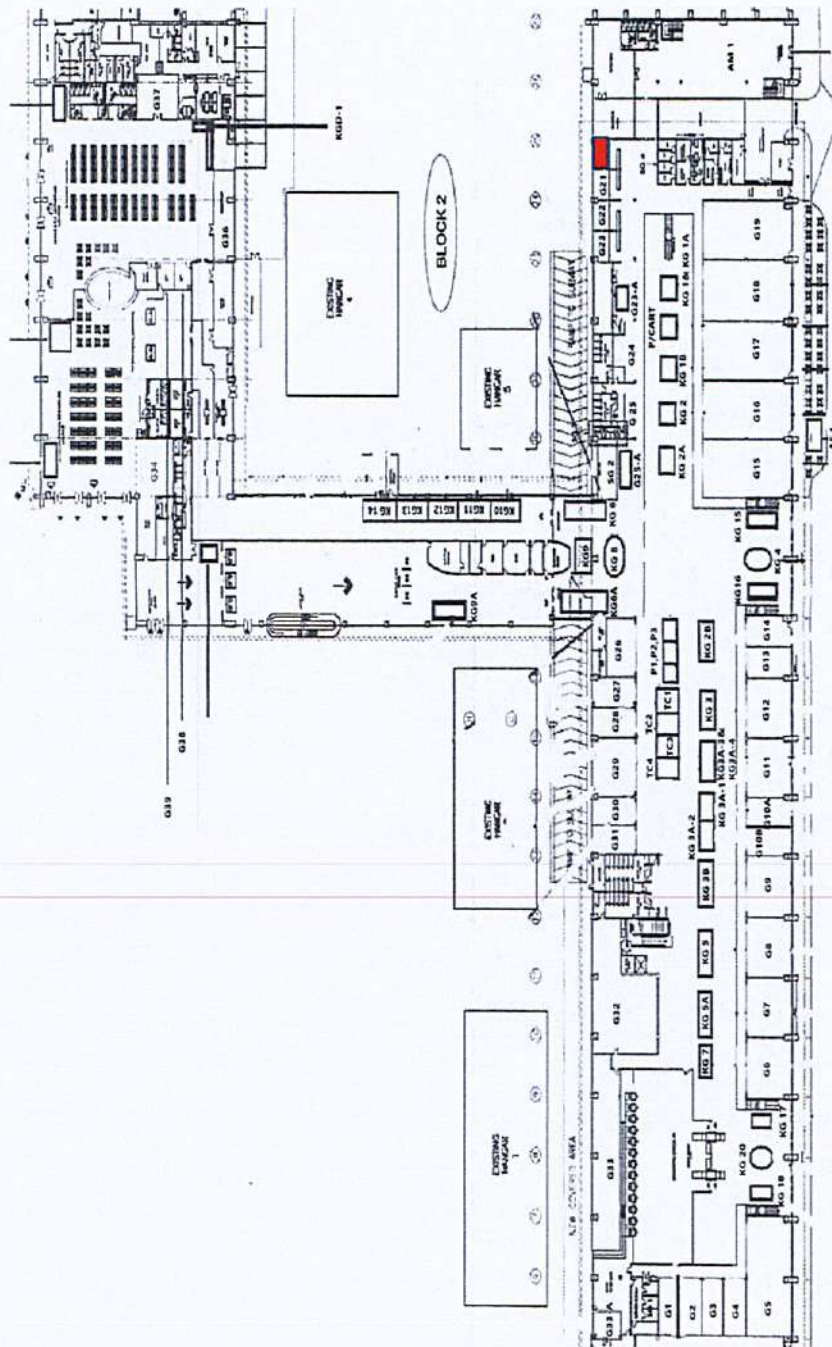
Name :

NRIC No :

Address :

Licensor	Licensee
	

SCHEDULE 1 LAYOUT



Licenser	Licensee
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