

DATED THIS

DAY OF **25 APR 2024**

BETWEEN

**JOHOR LAND BERHAD**  
(Company No. 12379-K)

AND

**KL PRIMA CONSULT SDN BHD**  
(199501034014 (363216-D))

**TENANCY AGREEMENT**

Prepared by:

LEGAL DEPARTMENT  
JOHOR LAND BERHAD  
Kompleks Mutiara Johor Land  
Jalan Bukit Mutiara, Bandar Dato'Onn  
81100 Johor Bahru,  
Johor

DASBPM/MUL/KPCSB/Suite 10-01/1,540/2024



**IBU PEJABAT  
LEMBAGA HASIL DALAM NEGERI MALAYSIA  
MENARA HASIL  
PERGIARAN RIMBA PERMAI  
CYBER 8, 63000 CYBERJAYA  
SELANGOR DARUL EHSAN**



## SIJIL SETEM

ASAL

### STAMP CERTIFICATE

(Silalahkan sediakan sijil setem ini ke atas surat cara sebagai bukti pembayaran)  
(Please attach this stamp certificate to the instrument as evidence of stamping)

**Cara Bayaran / Payment Method** FPE TRANSACTION  
**No. Adjudikasi / Adjudication No.** L01E7EBC4F8J001  
**Jenis Surat Cara / Type Of Instrument** PERJANJIAN SEWA  
SURAT CARA UTAMA  
**Tarikh Surat Cara / Date Of Instrument** 25/04/2024  
**Bekalan / Consideration** RM 0.00

**Maklumat Pihak Pertama / Penguat / Pembeban / Pengalihan / Penerima / Transferee / Assignee**  
JOHOR LAND BERHAD, (12375-K, 197201003788)

**Maklumat Pihak Kedua / Pembeban / Penerima / Penguat / Penguat / Transferee / Assignee**  
KL PRIMA CONSULT SDN BHD, (383218-D, 198601034974)

**Bukukan Harta / Real Estate Property / Instrument Description**  
BOTE 10-01, LEVEL 10, MENARA JLAND JOHOR BAYHS CITY CENTRE, JALAN TUN ABDUL NAZAR,  
JOHOR BAHRU, 80000, JOHOR



Dengan ini disahkan surat cara ini disetor dan diterbitkan seperti maklumat di atas.  
This is to certify the instrument is stamped and issued as below:

|                                                |                |
|------------------------------------------------|----------------|
| No. Sijil Setem / Stamp Certificate No.        | 001543437-7402 |
| Tarikh Pengerbitan / Issue Date                | 26/04/2024     |
| Duit Setem Diterbitkan / Stamp Issued For      | RM 0.00.00     |
| Pihak / Party                                  | RM 0.00        |
| Penerima / Recipient                           | RM 0.00        |
| Jumlah Diterbitkan / Issued Amount             | RM 0.00.00     |
| Maklumat / Information / Other / Other / Other | Nilai / 27     |



(Penyampul Cara / Stamp)

No. Rekod / Pendaftaran / Transaction / Record No. 000000000000000000000000

Tarikh / Issue / Printed / Date 26/04/2024 09:22:10

Pengeluaran / Issuance / Sijil Setem / Stamp Certificate / Stamp Certificate / Stamp Certificate / Stamp Certificate  
The authenticity of this Stamp Certificate can be verified at stamp.issuance.gov.my or by mobile app  
An official receipt / receipt / receipt / receipt / receipt / receipt / receipt / receipt  
(This is a computer-generated receipt and no signature is required)

THIS TENANCY AGREEMENT is made the day and year stated in Part 1 of the First Schedule.

**BETWEEN**

- 1) The party more particularly described in Part 2 of the First Schedule hereto (hereinafter called "the Landlord" which expression shall where the context so admits include its successors-in-title and permitted assigns and/or its agent of the one part;

**AND**

- 2) The party more particularly described in Part 3 of the First Schedule hereto (hereinafter called "the Tenant") of the other part.

**WHEREAS**

- A) The Landlord is the registered and/or beneficial proprietor of the Land together with the Building erected thereon in accordance with the building plans approved by the Appropriate Authority.
- B) The Landlord has agreed to grant and the Tenant has agreed to take a tenancy of the Demised Premises upon the terms and conditions herein contained (hereinafter called ("the Tenancy").

NOW THIS AGREEMENT WITNESSETH as follows:

**1. INTERPRETATION**

- 1.1 In this Agreement and in any rules and regulations made hereunder or annexed hereto, where the context so admits, the following words and expressions shall have the following meanings:

|                                                          |                                                                                                                                                                                                                                                                                                            |
|----------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Agreement                                                | means this Tenancy Agreement and all annexures, schedules and enclosures annexed thereto;                                                                                                                                                                                                                  |
| Appropriate Authorities                                  | means any governmental, semi or quasi-governmental and/or statutory departments, agencies or any privatized corporation including without limitation, Tenaga Nasional Berhad and the service provider engaged by the Landlord to provide telecommunication service to the Building;                        |
| The Building                                             | means multi-storey office building known as MENARA JLANDI, Johor Bahru, Johor constructed on the Land, in accordance with the approved plans comprising of individual parcels of office premises.                                                                                                          |
| Business Hours                                           | means the opening hours of Demised Premises presently during the days and between the hours specified in Part 18 of the First Schedule until otherwise stipulated by the Landlord;                                                                                                                         |
| Commencement Date of Tenancy, Rental and Service Charges | means the date of commencement of the Tenancy, Rental and Service Charge stipulated in Part 7 of the First Schedule, the Rental and Service Charges shall be payable monthly in advance on/or before the seventh (7 <sup>th</sup> ) day of each and every succeeding month during the Term of the Tenancy; |

|                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|----------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Common Property and Common Parts | <ul style="list-style-type: none"> <li>(i) that portion or portions of the said Land on which the Building stands together with so much of the Building as is excluded from the individual parcels of business and office premises;</li> <li>(ii) foundations columns gardens beams support outer walls lobbies corridors pedestrian mall concourse areas stairways fire escapes entrances exits roof foundations road drive ways foot paths drains culverts;</li> <li>(iii) central and appurtenant installation for services such as power light and cold-water main air-conditioning ducts exhaust ducts provided by the Landlord;</li> <li>(iv) escalators lift toilets tanks pumps motors fans compressors fixture fittings piping ducts and in general all apparatus fittings fixtures and installation provided by the Landlord; and</li> <li>(v) the remainder of the said Land together with any other building standing thereon.</li> </ul> |
| Demised Premises                 | means all that parcel(s) of the office premises within the Building described in Part 4 of the First Schedule and floor plan annexed hereto as <b>Fourth Schedule</b> ;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Deposit                          | means the aggregate of the Security Deposit and the Utilities Deposit payable by the Tenant under <b>Clause 3.1</b> and <b>Clause 3.2</b> ;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Fit-Out Deposit                  | means the sum stipulated in Part 13 of the First Schedule payable by the Tenant to the Landlord as security for the Tenant's due performance of the terms herein contained during the Fit-Out Period;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Fit-Out Fees                     | means the sum stated in Part 21 of the First Schedule which are non-refundable payment payable by the Tenant to the Landlord for water and electricity supplied by the Landlord to the Tenant during the Fit-Out Period and for the removal of waste, debris and unused building materials from the central collection point(s) identified by the Landlord during the Fit-Out Period;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Fit-Out Compliance               | means the regulations, guidelines, specifications and schedules in respect of Fit-Out Works which annexed hereto in the <b>Sixth Schedule B</b> and includes any variations made thereto from time to time;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Gross Rental                     | means the sum of Rental Rate/Monthly Rental and Service Charge payable by the Tenant to the Landlord;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Landlord's Consultant            | means a consultant to be appointed by the Landlord (when necessary) to give advice/opinion or approve the Fit-Out Works required by the Tenant to be carried on the Demised Premises or any other works or repairs to the Demised Premises which attributable by the Tenant.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| License Period                   | means the rental-free period stated in Part 14 of the First Schedule during which the Tenant shall carry out its Fit-Out Works in accordance with the terms herein;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

|                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
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| Fit-Out Works              | means the alterations and fitting-out works carried out by the Tenant in respect of the Demised Premises;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Force Majeure Event        | means damages or delay caused by acts of God, acts or regulations or decrees of any government, natural phenomena (such as earthquake, floods, fires), strikes, riots, wars, ship wrecks, freight, embargoes, diseases, civil commotion or armed conflict, terrorist action or the threat of any of the foregoing, movement control orders, lockdowns, public health emergence, communicable disease outbreak, virulent disease, epidemic or pandemic or any other act or other causes, PROVIDED ALWAYS that they were unforeseeable, unavoidable, insurmountable, non-attributable to and beyond the reasonable control and/or actual control of the Parties and which prevented the total carrying out of any obligation under the contract;               |
| Handover Date              | means the date the Demised Premises is handed over or deemed to have been handed over to the Tenant for carrying out the Fit-Out Works pursuant to <b>Clause 8.1</b> ;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| The Land                   | means the land held under Geran 44587, Lot 14530, Mukim of Bandar Johor, District of Johor Bahru, State of Johor;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Lettable Floor Area        | means the area stated in <b>Part 5 of the First Schedule</b> which is the lettable floor area of the Demised Premises measured from the centre of the walls and shall include the space occupied by any pillars, columns and other structures within the Demised Premises;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Permitted Use              | means the permitted use of the Demised Premises by the Tenant during the Term of the Tenancy described in <b>Part 16 of the First Schedule</b> annexed hereto and which permitted use shall be subject to <b>Clauses 11.6 and 11.32</b> herein;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Rental Rate/Monthly Rental | means the Rental for the Demised Premises as stated in <b>Part 11 of the First Schedule</b> ;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Ringgit Malaysia or "RM"   | means the lawful currency of Malaysia;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Restoration Deposit        | means the sum stated in <b>Part 23 of the First Schedule</b> payable by the Tenant to the Landlord under <b>Clause 11.39</b> ;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Service Charge             | <p>means the sum of money payable by the Tenant to the Landlord Charge in the sum/manner prescribed in <b>Part 12 of the First Schedule</b> hereto towards payment of the Tenant's share of the maintenance of common area and central air-conditioning and common utilities and includes but not limited to;</p> <p>(a) to carry out the cleaning repairs and maintenance so as to maintain in good condition and serviceable repair the lifts, fans, pipes, ducts, drains, equipment, lavatories, water closets, floors, walls and other fixtures and fittings of whatsoever nature of or in the Demised Premises or the said Building including subject to Section (b) below, the air-conditioning unit serving or connected to the Demised Premises;</p> |

|                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|-----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                       | <p>(b) to provide and supply electrical power water and air-conditioning to the Building;</p> <p>(c) to appoint or employ independent contractors, staff and labour for the administration operation and maintenance of the Building;</p> <p>(d) to provide guards and take other security and safety measures for the Building;</p> <p>(e) the provision of a proper lift service at all reasonable times during the Business Hours and to permit the Tenant its employees, servants, agents, visitors and licensees and all other persons authorized by the Tenant (in common with all other persons having a similar right) to use the entrances, exits, foyers, halls, lifts, staircases, passage of the said Building insofar as the same give access to the Demised Premises Provided Always that outside the Business Hours the Tenant's right to use the lifts and entrances may be restricted by the Landlord and access to the Demised Premises and the Building may be permitted upon adequate identification being made to the security guard on duty at the said Building. The Landlord may at any time at its sole discretion for the safety and security of the Tenants or the Tenants or the Building alter, amend or vary the arrangements for access to the Demised Premises and the Building outside Business Hours but shall as far as possible endeavor to give to the Tenant prior notice of any such change;</p> |
| Security Deposit      | means the sum stated in <b>Part 9 of the First Schedule</b> being the equivalent of three (3) months Rental and Service Charge payable by the Tenant to the Landlord as security for the due observance and performance by the Tenant of the Tenant's covenants and conditions herein contained;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Tenancy               | means the tenancy of the Demised Premises by the Landlord to the Tenant referred to in <b>Clause 2</b> ;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Tenant                | means the Tenant described in <b>Part 3 of the First Schedule</b> and includes its successors in-title, heirs or personal representatives and where not repugnant to the context its servants, agents, employees, invitees and licensees;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Term/ Term of Tenancy | means the period of this Tenancy particularized in <b>Part 6 of the First Schedule</b> commencing from the Commencement Date of the Tenancy;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Utilities             | mean water, gas (if any), electricity, telecommunication, sewerage and/or other services/amenities;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Utilities Charges     | means the charges and outgoings incurred by the Tenant for the supply or consumption of the Utilities to or within the Demised Premises;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Utilities Deposit     | means the sum stated in <b>Part 10 of the First Schedule</b> payable by the Tenant to the Landlord as security for the due payment of all Utilities Charges incurred, the amounts shall be reviewable from time to time at the absolute discretion of the Landlord and refundable free of interest at                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

the expiry of the Tenancy after deducting all sums as may be found owing to the Landlord, if any.

- 1.2 Any part of the Demised Premises that faces onto any of the Common Areas shall be regarded as an external part of the Demised Premises notwithstanding that such part of the Common Areas is covered in and 'exterior', 'external' and other words to similar effect shall be construed accordingly.
- 1.3 The expression "the Term" includes any period of holding-over or extension or continuance of the Term whether by statute, common law or agreement.
- 1.4 References to any right of the Landlord to have access to the Demised Premises shall be construed as extending to any mortgagee/chargee of the Building and to all persons authorized by the Landlord and any mortgage/chargee (including agents, professional advisers, contractors, workmen and others).
- 1.5 For the purpose of the Agreement, any act, default or omission of the employees, servants, independent contractors, agents, invitees, licensees, guest and/or any other persons claiming through or under the Tenant shall be taken to be the act, default or omission of the Tenant. Any covenant by the Tenant not to do an act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done by any servant, agent or any other person claiming through or under the Tenant.
- 1.6 The terms "parties" or "party" mean the Landlord and/or the Tenant.
- 1.7 Any references to a specific statute include any statutory extension or modification amendment or re-enactment of such statute and any regulations or orders made under such statute and any general reference to "statute" or "statutes" includes any regulations or orders made under such statute or statutes.
- 1.8 Reference in this Agreement to any clause, sub-clause, paragraph or schedule without further designation shall be construed as a reference to the clause, sub clause, paragraph or schedule to this Agreement so numbered.
- 1.9 Words importing the singular number shall include the plural and the masculine gender shall include the feminine or neuter gender and vice versa and words importing persons shall include companies.
- 1.10 Headings of clauses have been inserted for guidance only and shall be ignored in construing this Agreement.
- 1.11 No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Agreement or any part of it.
- 1.12 The Schedule to this Agreement shall form an essential part of this Agreement and shall be construed accordingly.

## 2. TENANCY

The Landlord hereby grants and the Tenant hereby takes a tenancy of the Demised Premises for the period stated in **Part 6 of the First Schedule** for the conduct of the Permitted Use stated in **Part 16 of the First Schedule** under the trade or business name stated in **Part 17 of the First Schedule** subject to all rights, easements, privileges, restrictions, covenants and stipulations of whatever nature affecting the Demised Premises and upon the terms and conditions hereinafter contained. The Term of the Tenancy shall commence on and is inclusive of the Commencement Date of the Tenancy and shall be subject to the provisions of this Agreement and shall expire on the date set out in **Part 8 of the First Schedule**.

## 3. DEPOSIT

### 3.1 Security Deposit

The Tenant shall pay to the Landlord the Security Deposit the sum as specified in **Part 9 of the First Schedule**. The Security Deposit shall be payable by the Tenant to the Landlord as security for the due observance and performance by the Tenant of the Tenant's covenants and conditions herein contained.

### 3.2 Utilities Deposit

The Tenant shall further pay to the Landlord the Utilities Deposit the sum as specified in **Part 10 of the First Schedule** as security for the due payment of all Utilities Charges incurred and payable by the Tenant in respect of the Demised Premises during the Term of the Tenancy.

[The Security Deposit and the Utilities Deposit shall hereinafter collectively referred to as "the Deposit"].

3.3 Without prejudice to any other rights of the Landlord under this Agreement or at law, if the Tenant shall commit a breach of any of the provisions of this Agreement, the Landlord shall be entitled to set-off the loss or expense of the Landlord occasioned by such breach from the Deposit and thereupon the Tenant shall at the request of the Landlord, deposit with the Landlord within seven (7) days from the date of the Landlord's request an amount equivalent to such sum as may be set-off by the Landlord from the Deposit. Any appropriation by the Landlord shall not waive the Tenant's breach and shall not prejudice any other right of the Landlord arising from such breach.

3.4 So long as the Tenant shall duly observe and perform the Tenant's covenants and conditions herein contained, the Landlord shall within sixty (60) days of the expiry or sooner determination of the Tenancy refund to the Tenant the Deposit, free of interest and less all costs and expenses and/or Utilities Charges payable by the Tenant to the Landlord hereunder and/or payment for making good any breach of this Agreement on the part of Tenant, if any.

3.5 The various deposits and/or the Deposit in the possession of the Landlord may be forfeited and appropriated interchangeably at the discretion of the Landlord against any and all money due from the Tenant pursuant to the terms and conditions herein. Upon a breach by the Tenant of any term of this Agreement, the various deposits and/or Deposit may,

notwithstanding any other provision in this Agreement, be forfeited to the Landlord as liquidated damages in the Landlord's absolute discretion without prejudice to any other remedies which the Landlord may be entitled to in law and/or under the provisions of this Agreement.

- 3.6 The Landlord reserves the right to increase the Utilities Deposit from time to time in proportion to any increase in Utilities Charges consumption by the Tenant based on the Tenant's average consumption for the previous six (6) months or based on such increased deposit that maybe paid by the Landlord to the Appropriate Authorities and the difference payable by the Tenant to the Landlord if applicable, shall forthwith be paid upon notice to do so.
- 3.7 The Deposit shall be maintained at the figures herein provided and shall not without the prior written consent of the Landlord be deemed to be or treated as payment of Rental, set-off or payment towards any arrears of payment due from the Tenant to the Landlord.
- 3.8 The Security Deposit shall be maintained in the amount specified in **Part 9 of the First Schedule** hereto and for the renewed term, the Tenant shall on demand by the Landlord pay to the Landlord such additional sum as may be necessary towards the Security Deposit and that the amount of the Security Deposit shall at all times be equivalent to the sum of three (3) months of Monthly Rental for the renewed term.
- 3.9 If the Landlord assigns or transfers its interest in the Demised Premises, it may pay or transfer to the assignee or transfer the Deposit or the balance of the Deposit then held by it and after doing so shall be discharged from all liability to the Tenant or any other person with respect to the Deposit.

#### **4. RENTAL AND SERVICE CHARGE**

- 4.0 In consideration of the Landlord letting to the Tenant the Demised Premises, the Tenant hereby undertakes without demand, pay to the Landlord (or as the Landlord may direct) the **Rental** in accordance with **Part 11 of the First Schedule**, and the **Service Charge** in accordance with **Part 12 of the First Schedule**, payable by the Tenant during the Term.
- 4.1 The manner in which the Service Charge is utilized by the Landlord shall be in the Landlord's absolute discretion and nothing herein contained shall be construed as conferring upon the Tenant any right to demand any services from the Landlord (other than the air-conditioning supply to the Demised Premises during the Business Hours only and services provided under the terms and conditions of this Agreement) or otherwise to have any say in respect of the conduct, control, management or supervision of the Building and/or the Demised Premises;
- 4.2 In the event that the Service Charge incurred by the Landlord's shall exceed the Service Charge estimated from time to time and at any time by the Landlord, the Tenant shall pay to the Landlord in such manner as the Landlord shall specify and by way of additional Service Charge (increase of Service Charge) after the Landlord has provided to the Tenant documentary proof and details of such increase, such proportion of the amount of the excess as the Demised Premises shall bear in proportion to the total lettable area of the Building within seven (7) days of the date the Landlord notification of such increment.

## **5. ADJUSTMENTS OF FLOOR AREA**

- 5.1 The Lettable Floor Area of the Demised Premises as stated in **Part 5 of the First Schedule** shall be taken to be correct and conclusive. In the event of a dispute by the Tenant, a qualified surveyor ("the Surveyor") shall be appointed by the Landlord at the Tenant's costs and expenses. The findings of the Surveyor shall be referred to as actual lettable floor area ("the Actual Lettable Floor Area") and is binding on both Parties.
- 5.2 In the event of any discrepancy between the Actual Lettable Floor Area and Lettable Floor Area of the Demised Premises as stated in **Part 5 of the First Schedule**, such discrepancy shall not annul or vitiate this Agreement and the Tenant shall not be entitled to any claim or compensation nor shall the Tenant be entitled to withdraw from this Tenancy provided that in the event the Actual Lettable Floor Area of the Demised Premises is in excess of the area herein stated, the Rental calculated shall be adjusted accordingly.

## **6. LATE PAYMENTS PENALTY**

- 6.1 The Tenant shall pay to the Landlord promptly as and when due (with or without demand), without deduction or set-off of any claim by the Tenant against the Landlord whether for nonperformance or breach of the Landlord's obligation hereunder or otherwise all payment required to be paid by the Tenant to the Landlord under the provisions of this Agreement.
- 6.2 Unless otherwise directed in writing by the Landlord, any payment due and payable by the Tenant to the Landlord under the provisions of this Agreement shall be made to the Landlord by way of banker's standing instructions or deposited into the Landlord's account to be notified to the Tenant from time to time.
- 6.3 Without prejudice to any other rights and remedies which the Landlord has against the Tenant, if any money payable by the Tenant to the Landlord under the provisions of this Agreement shall become due and be unpaid, the Tenant shall pay to the Landlord penalty on such overdue sum at the rate of one point five per centum (1.5%) per month, calculated on a daily basis from the date on which such money falls due for payment to the date when such money is actually received by the Landlord.
- 6.4 The Landlord may distrain for any money payable under this Agreement as though such moneys were Rental.
- 6.5 In the event that any Appropriate Authority imposes a sales or service or any similar tax upon any payment payable by the Tenant to the Landlord in relation to the Tenant's use for occupation of the Demised Premises under this Agreement, such sales or service or other similar tax shall be paid by the Tenant in addition to any payments payable by the Tenant hereunder.
- 6.6 Other than for payments made in cash, the Landlord shall be obliged to provide to the Tenant any receipts or acknowledgements of payment for any Rental or other payments to the Landlord.

## **7. UTILITIES**

- 7.1 The Tenant shall pay to the suppliers and/or the Landlord against all charges including connecting charges (if any), deposits, fees and late payment charges for electricity, sewerage, gas, telecommunication, maintenance of grease traps, maintenance of air-handling units, if applicable, waste disposal and other services separately metered to and consumed or used at or in relation to the Demised Premises by the Tenant, its servants and/or agents and/or persons under the control of the Tenant before or after the Commencement Date. For clarity, the details on connection deposit and charges for electric, fibre optic cable and water are stated in Seventh Schedule of this Agreement.
- 7.2 If any of the charges are not metered or assessed separately against the Tenant or the Demised Premises, the Landlord will apportion the charges on the basis that the Tenant will be responsible for that proportion of the charges which the Lettable Floor Area of the Demised Premises bears to the Lettable Floor Area of those parts of the Building covered by the charges. The Tenant shall pay the amount specified in the Landlord's bill within seven (7) days of receipt of the bill.
- 7.3 The Tenant shall pay all Utility Charges consumed in or within the Demised Premises within seven (7) days from the date of billing by the Landlord and in the event that the water, gas and/or electricity utility meter is faulty, then, the Landlord shall apportion to the Tenant the apportioned amount of the Utility Charges payable by the Tenant in respect of the Demised Premises and in this respect the Tenant shall if applicable pay to the Landlord an administrative charges at such sum as shall be stipulated by the Landlord.
- 7.4 For the avoidance of doubt, the Utility Charges shall at the Landlord's absolute discretion include such charges (or any part thereof) payable by the Tenant directly to the suppliers pursuant to Clause 7.1 but of which the Tenant had failed, omitted or neglected to so pay to the respective suppliers when the same became due for payment and/or of which the Landlord had paid the said suppliers on behalf of the Tenant. Notwithstanding anything to the contrary herein contained, the Landlord shall not be obliged to pay on behalf of the Tenant any of the charges payable by the Tenant directly to the respective suppliers pursuant to Clause 7.1.
- 7.5 The Landlord shall not at any time and/or in any manner be held liable or accountable to the Tenant for the non-supply or inadequate supply of the Utilities to the Demised Premises, provided that the Landlord has fulfilled all the necessary to facilitate such supply of the Utilities to the Demised Premises.

## **8. HANDOVER**

- 8.1 Subject to the Tenant having paid all the necessary payments in accordance with this Agreement, this Agreement duly executed by the Tenant and that the Tenant had submitted all necessary designs or detailed plans for the Landlord's approval, the Landlord shall by notice in writing permit the Tenant to take possession of the Demised Premises on an 'as is' basis for the Fit-Out Period upon the terms and conditions set out herein. If the Tenant does not take delivery of the Demised Premises for Fit-Out Works by the expiry of Seven (7) days from the date of the Landlord's notice requesting the Tenant to take delivery of the Demised Premises for Fit-Out Works, the Tenant shall nevertheless be deemed to have taken delivery of the Demised Premises for Fit-Out Works on the expiry of Seven (7) days from the date of the Landlord's notice.

## 9. FIT-OUT DEPOSIT AND FIT-OUT FEES

- 9.1 The Tenant shall pay to the Landlord the Fit-Out Deposit in the sum stated in **Part 13 of the First Schedule** as security for the due observance and performance by the Tenant of the Tenant's covenants and conditions set out in **Clause 10** during the Fit-Out Period and shall further pay to the Landlord the Fit Out Fees in the sum stated in **Part 21 of the First Schedule** for water and electricity supplied by the Landlord to the Tenant during the Fit-Out Period and for the removal of waste, debris and unused building materials from the central collection point(s) identified by the Landlord during the Fit-Out Period.
- 9.2 In the event the Fit-Out Fees is insufficient to pay the utilities and other fees/charges pursuant to **Clause 9.1**, the remaining amount shall be payable to the Landlord by the Tenant within seven (7) days upon receipt the bill of charges from the Landlord. Every notice from the Landlord requesting such payment shall be conclusive.
- 9.3 The Landlord shall issue notice of completion of fit out work ("**the Notice of Completion of Fit Out Work**"), PROVIDED ALWAYS that the Tenant shall have completed the Fit-Out Work and complied with all the requirements set out in **Clause 10** herein, the Fit-Out Deposit or the balance after deducting all sums as may be found owing to the Landlord, (if any) shall be refundable free of interest.

## 10. FIT-OUT WORKS

### 10.1 a) Landlord Approval, Design Approvals

The Tenant shall prior to carrying out the Fit-Out Works shall submit to the Landlord for approval:

- i. The detailed plans showing the proposed internal layout, office signage and office front and the mechanical and electrical drawings for the Demised Premises for the Landlord's prior written consent, approval and endorsement. The Landlord may, at the costs and expense of the Tenants, require further or additional work or items which in the opinion of the Landlord are required as a result of or in connection with the Tenant's Fit Out Works and such further or additional work or items as required by the Landlord shall be deemed to form part of and to be comprised in the Fit Out Works. Unless the Tenant is notified by the Landlord that the submission should be made by the Landlord PROVIDED ALWAYS the Tenant have paid the Landlord all statutory application and processing fees payable to the Appropriate Authorities in respect of the Tenant's Fit-Out Works, the Tenant thereafter has the sole responsibility of submitting the aforesaid drawings/plans to and obtaining the requisite consents/approvals from the Appropriate Authorities. In the interpretation and application of this Clause, the decision of the Landlord's Consultant shall be final and binding upon the Tenant;
- ii. the proposed work schedules of the Tenant and/or its contractors, servants or agents;
- iii. a list of the particulars of the Tenant's contractors, servants or agents carrying out the Fit-Out Works; and
- iv. such other information in respect of the Fit-Out Works as may be required by the Landlord.

- b) in view of the above the Landlord has the right to comment, and/or not to agree with any of the Tenants' submissions where the Landlord deems necessary and fit, and in such event the Tenant shall re-submit the amended requirements as requested by the Landlord under this Agreement or in respect of the Demised Premises promptly as and when due;
- c) In this respect, the Tenant shall be responsible at its own cost for the preparation of all necessary plans and drawings for the Tenant's Fit-Out Works and where necessary procure at its own cost such architectural and/or consultancy services as maybe required to in relation to any amendments, variations and/or clarifications to the plans for purposes of obtaining the requisite approvals and/or permits from the relevant approving authorities;
- d) the Tenant hereby acknowledges and agrees that the Landlord will provide the finishes and services stated in **Column 2 of the Fifth Schedule** and the Tenant agrees to provide and install at the Tenant's own cost and expense, the finishes, fixtures, fittings and services stated in **Column 3 of the Fifth Schedule** and all other work which may be necessary to enable the Tenant to commence trading;
- e) Notwithstanding that the Fit-Out Works is subject to the provisions of this Agreement, the Fit-Out Compliance annexed hereto as **Sixth Schedule B** and the regulations, guidelines, specifications and schedules as may be issued or specified by the Landlord and/or the Tenant's plans and drawings are to be first approved and endorsed by the Landlord, the Landlord shall under no circumstances and shall not in any respect be:
  - i. responsible or liable to the Tenant for any:
    - 1. deficiency, omission, under/over provision or error in such plans and/or drawings;
    - 2. or oversight, neglect or mistake in consenting, endorsing or approving such plans and drawings; or
  - ii. liable to the Tenant for any:
    - 1. loss, damage, cost or expense whatsoever in connection with the rejection of the Tenant's application or delay in obtaining the approval or the Appropriate Authorities; or
    - 2. loss, damage, claim, fine/penalty or proceedings (whether civil, criminal or otherwise) that may be suffered or sustained by the Tenant consequent upon such deficiency, omission, under/over provision, error, oversight, neglect or mistake.

#### **10.2 Execution Of Fit-Out Works**

In carrying out the Fit-Out Works, the Tenant shall observe and comply with the following covenants:

- a) comply with the Fit-Out Compliance and any regulations, guidelines, specifications and schedules issued or specified by the Landlord and the Tenant acknowledges agrees and declares that failure of the Tenant to comply with the same shall constitute a material breach of the terms of this Agreement in the same manners as if the same were contained herein as covenants;

- b) co-ordinate and procure its contractors to co-ordinate their activities with those of the Landlord or the Landlord's contractors or Landlord's Consultants and shall further comply with the instructions of the Landlord at all times;
- c) comply with the relevant consents of the Appropriate Authorities and all statutes, statutory orders and regulations made or deriving validity there under and codes of practice of local authorities affecting the Fit-Out Works and/or the Demised Premises and undertake that the Fit-Out Works are carried out and completed in accordance with the plans and specifications approved by the Appropriate Authorities;
- d) use and procure that its contractors use only non-combustible materials in its Fit-Out Works including for the ceiling of the Demised Premises, if any, the supporting frames and hangers;
- e) keep the Demised Premises clean and tidy and on completion of the Fit-Out Works, remove there from all waste, debris and unused building materials to the central collection point(s) identified by the Landlord, in default of which the Landlord shall be entitled to carry out the same and any costs incurred thereby shall be a debt owing from the Tenant to the Landlord and shall be payable within seven (7) days from the date of the Landlord's demand;
- f) not to penetrate, disturb, damage or interfere with any elements of the structure of the Demised Premises and/or the Building which provide any form of support to the Demised Premises or to any adjoining building/parcel/premises;
- g) bear all costs arising from or incurred in connection to any Fit-Out Works carried out by the Tenant in respect of the Demised Premises;
- h) be solely responsible for the security of the Demised Premises during the Fit-Out Period;
- i) be responsible for and to indemnify the Landlord against all damage or losses occasioned to the Demised Premises or any other part of the Building or any adjacent or neighboring premises or to any person arising from or incurred in connection with any Fit-Out Works carried out by the Tenant in respect of the Demised Premises or caused by any act default, omission or negligence of the Tenant, its servants, agents, licensees, visitors or independent contractors;
- j) maintain or cause its contractor to maintain workmen compensation insurance and/or other insurance as required by law in respect of any claims for personal injury or death of any employees or person located at any time on or in the Demised Premises for the conduct of the Tenant's Fit-Out Works and/or other business;
- k) ensure that the Tenant's contractors and their workmen details are submitted to the Landlord, for record purposes prior to carrying out the Fit-Out Works and that they shall display the Building's permit to work entry pass ("Permit to Work Entry Pass/PTW") prominently on their person(s) at all times within the Demised Premises and/or the Building. The Tenant shall also ensure that no illegal workers shall be employed by the Tenant's contractors as workmen for carrying out the Fit-Out Works; and
- l) complete the Fit-Out Works within the Fit-Out Period or any such extended period as may be allowed by the Landlord at its absolute discretion decide subject to the terms

and conditions as may be imposed by the Landlord and subject further to the payment of Rental and the rights and remedies of the Landlord under this Agreement.

### **10.3 Insurance**

Without prejudice to the Tenant's liabilities to indemnify the Landlord under **Clause 10.9** and without limiting its obligation as contained elsewhere under this Agreement, the Tenant shall at its own cost and expenses effect and maintain or cause its contractor to effect and maintain during the Fit-Out Period and such extended period as may be allowed by the Landlord at its absolute discretion decide for the Tenant to complete its Fit Out Works the following insurance in the joint names of the Landlord and Tenant or contractor as the case may be as its payees with a reputable insurance company acceptable to the Landlord subject always to the Landlord's acceptance and approval of the terms of all the said insurance policies:-

- a) Contractors all risk insurance policy (inclusive of public liability insurance coverage in accordance with the **Third Schedule**);
- b) Workmen Compensation insurance policy.

The Tenant shall prior to carrying out the Fit-Out Works deposit with the Landlord a copy of the valid policies for the above mentioned insurances and the receipts of payment for the premiums.

### **10.4 Use Of Fit-Out Deposit**

in the event the Tenant fails to observe and/or perform any of the covenants contained in **Clause 10.2** and on the Tenant's part to be observed and performed, then and in such case it shall be lawful for the Landlord to deduct from the Fit-Out Deposit and the Deposit, such sum or sums as may be necessary to make good and, satisfy such damages and losses arising from the Tenant's failure as hereinabove stipulated but without prejudice to the right of action of the Landlord against the Tenant in respect of any antecedent breach of any of the covenants on the part of the Tenant to be observed and performed or any claim arising from the Tenant's failure as aforesaid in excess of the Fit-Out Deposit. In the event that the Landlord deducts any amount from the Deposit, the Tenant agrees to deliver to the Landlord within seven (7) days from the date of the Landlord's request an amount equivalent to such sum as may be set-off by the Landlord from the Deposit

### **10.5 Plant And Equipment**

The Tenant acknowledges that the Landlord shall not be obliged to provide to the Tenant and the Tenant shall at the Tenant's cost be solely responsible for all plant, equipment, facilities, labour and materials required for the proper execution and completion of the Tenant's Fit-Out Works and the occupation of the Demised Premises. All equipment brought in by the Tenant's contractors must obtain prior written approval of the Landlord.

### **10.6 Access And Inspection By The Landlord**

Without prejudice to any other right of inspection available to the Landlord pursuant to this Agreement and any other rights and remedies of the Landlord, the Landlord shall together

with the Landlord's representatives, agents, consultants and employees be entitled to enter the Demised Premises at any time during the Fit-Out Period to inspect the Tenant's Fit-Out Works to ascertain the progress of the Tenant's Fit-Out Works and ascertain whether the execution of the Tenant's Fit-Out Works is in compliance with this Agreement and may upon giving fourteen (14) days written notice to the Tenant, carry out any minor works outstanding and/or to rectify any defects or to execute any works which may be required by any Appropriate Authority or to comply with this Agreement Provided That in an emergency or where the nature of the works which the Landlord may wish to carry out pursuant to this Clause are such that in the opinion of the Landlord the said works should be carried out immediately, the Landlord may carry out the said works immediately upon giving written notice to the Tenant. Any such works carried out by the Landlord shall be coordinated with the Tenant's Fit-Out Works.

#### **10.7 Suspension Of The Tenant's Fit-Out Works**

If the Landlord considers it necessary or expedient, the Landlord may by notice to the Tenant, withdraw or suspend the tenancy granted to the Tenant under this Agreement to enter the Demised Premises and/or the Building or part of the Demised Premises and/or the Building as may be necessary to affect the Tenant's Fit-Out Works for such period, in which case:

- a) the Tenant's right to enter into the Demised Premises and/or the Building will be suspended until the Landlord notifies the Tenant that the Demised Premises is again available for the Tenant's Fit-Out Works; and

unless such withdrawal or suspension is attributable to the default under this Agreement by the Tenant, its employees, contractors, servants or agents, the Fit-Out Period will be extended by the period for which the Tenant's rights are suspended under Clause 10.7(a).

#### **10.8 Delays in Certificate Of Fitness (NOT APPLICABLE)**

Without prejudice to any other rights of the Landlord under this Agreement if the issuance of any approval, permit or consent required by the Landlord to enable occupation and the opening of the Building for business is delayed as a result of any act or omission of the Tenant or its employees, consultants, contractors, servants or agents in carrying out the Tenant's Fit-Out Works other than in accordance with this Agreement generally, the Tenant shall be liable for all losses, damages, costs or expenses arising from such delay.

#### **10.9 Indemnity**

The Tenant shall indemnify and keep indemnified the Landlord from and against all actions, claims, demands, losses, damage, costs and expenses which the Landlord, shall or may be or become liable as a consequence of the Tenant's Fit-Out Works or of any acts, omission or negligence of the Tenant, its contractors, agents, servants or invitees during the Fit-Out Period and thereafter.

## **11. COVENANTS BY THE TENANT**

### **11.1 Balance payment under the Letter of Offer**

The Tenant shall upon execution this Tenancy Agreement duly and punctually pay all the balance payment under the Letter of Offer as stated in the **Seventh Schedule** and all other sums payable under this Agreement or in respect of the Demised Premises to the Landlord promptly as and when due.

### **11.2 Payment Of Rental and Service Charge**

The Tenant shall duly and punctually pay the **Rental and Service Charge** in advance on or before seventh (7<sup>th</sup>) day of each month and all other sums payable under this Agreement or in respect of the Demised Premises to the Landlord promptly as and when due.

### **11.3 Increased Outgoings**

The Tenant shall pay to the Landlord within seven (7) days from the date of the Landlord's demand by way of an additional sum over and above the Rental hereby reserved in respect of any increase in municipal or other taxes or assessment or **Syarikat Air Johor** or charge, property tax or quit rent or other impositions of a like nature by whatsoever name called levied and imposed upon or in respect of or attributed to the Building and/or the Demised premises over and above the amount levied and imposed at the commencement of the Tenancy hereby granted, and such additional sum shall be calculated on the basis that the Lettable Floor Area of the Demised Premises bears to the total lettable area of the Building and a certificate issued by the Landlord shall be conclusive of the sum to be paid by Tenant and shall not be subject to any disputes on the part of the Tenant.

### **11.4 Commencement Of Tenancy**

The Tenancy shall commence on the date stipulated in **Part 7 of the First Schedule**.

### **11.5 Use of Demised Premises**

- a) The Tenant shall subject to **Clauses 11.6 and 11.29** herein use the Demised Premises strictly for the purpose of conducting the Tenant's business described and permitted in **Part 16 of the First Schedule** only and under the trade or business name stated in **Part 17 of the First Schedule** only. No change whatsoever in the use of the Demised Premises or in the trade or business name under which such business is carried out or the usage of the space within the Demised Premises shall be effected without the Landlord's prior written approval whose approval shall not be unreasonably withheld. Without prejudice to any of the Landlord's other rights and remedies under this Agreement or otherwise howsoever which the Landlord may have against the Tenant, in the event the Tenant ceases to occupy the Demised Premises for the purpose aforesaid or uses or occupies the Demised Premises for a purpose otherwise than in accordance with the Permitted Use or the Tenant failing to maintain the necessary standards as aforementioned; and
- b) The Tenant warrants that the Tenant has the right to use the trade or business name stated in **Part 17 of the First Schedule** or any other trade or business name used by the

Tenant and the Tenant shall indemnify the Landlord against any infringement of trademark, trademark or any other intellectual property rights which may occur during the conduct of the Tenant's business.

- c) The Tenant shall not permit or suffer anyone to sleep or smoke in the Demised Premises or to use the same or any portion(s) thereof wholly or partly as a dwelling whether temporary or permanent.
- d) The Tenant shall not permit or suffer acts or omissions to be committed or conduct or cause to be conducted its business in any manner that may in the opinion of the Landlord adversely affect the image of the Building as intended by the Landlord or otherwise.
- e) The Tenant shall not use the Demised Premises or the Building or permit the same or any part thereof to be used as laboratory or workshop or for cooking or for the preparation of food or any other purposes whatsoever save and except: i) as stated in **Part 16 of the First Schedule**; and ii) for the usage of microwave at the pantry.
- f) The Tenant shall not change or otherwise alter the size or location of the entrance of the Demised Premises or construct any entrance leading to the Demised Premises from any adjoining premises in the occupation of the Tenant and shall use the Demised Premises separately from the said adjoining premises.

#### **11.6 Prohibited Use**

Notwithstanding anything to the contrary herein contained the Tenant hereby covenants and agrees with the Landlord not to use or permit or suffer the use of the Demised Premises or any part thereof:

- a) for any businesses or trades which emit, accumulate and disseminate or may emit, accumulate and disseminate any unpleasant odour or which accumulate dirt or cause nuisance or annoyance to the general public and the neighboring occupiers;
- b) for any businesses or trades dealing with substances and chemicals of any explosive and dangerous character and their by-products;
- c) as a place for public or private auction;
- d) as funeral parlour or for any businesses or trades in connection with the supply of items or services for funeral and other funeral related occasions;
- e) for any businesses or trades in connection with or related to the supernatural and/or the occult;
- f) for the setting up of places of worship and prayer in respect of any cult, religion or beliefs;
- g) for any religious or political activities;
- h) as a massage parlour or any related activities;

- i) for any forms of social escort agency or related activities;
- j) for any immoral improper offensive or unlawful activities including without limitation the operation of brothels or the sale of pirated goods;
- k) for the storage sale or otherwise of obnoxious goods and dangerous drugs;
- l) in any way committed and/or related with gambling and betting;
- m) for the manufacture distribution sale by wholesale or storage of liquor or tobacco; or
- n) for the conduct of any business or use other than that stated in Part 16 of the First Schedule and under the trade or business other than that stated in Part 17 of the First Schedule.

#### **11.7 Weights, Stresses and Floor Loading**

The Tenant shall not place or permit to be placed upon any floor of the Demised Premises a load in excess of 2.5 kilo Newton per square meter and shall when required by the Landlord distribute any load on any floor of the Demised Premises and/or the Building in accordance with the direction and requirements of the Landlord. In the interpretation and application of this Section the decision of the Landlord's Consultant, engineers, surveyors, architect or shall be final and conclusive and shall be binding upon the Tenant.

#### **11.8 Notice Of Defects**

The Tenant shall give to the Landlord prompt notice in writing of any accident or defect or want of repair or malfunction in any services to or fittings in the Demised Premises and of any circumstances likely to be or cause any danger, risk or hazard to the Demised Premises and/or to the Building or any person therein or results or likely to result in the closure of the Demised Premises.

#### **11.9 Maintenance of Demised Premises**

The Tenant shall during the Term of the Tenancy and so long as the Tenant may remain in possession or occupation of the Demised Premises, maintain, repair and keep the whole of the Demised Premises in good and substantial repair, working order and condition including the flooring interior plaster and other surface material on walls and ceiling windows, shutters, locks, fastenings, window glass, glass shutters, wood and iron works therein, electrical wiring, machinery, plant equipment, water closets, lavatories and conveniences of which the Tenant has exclusive use, fixtures, fittings and things thereto belonging or which at any time during the term of possession or occupation as aforesaid shall be erected therein or thereon or be part thereof [damage by fire, flood, lightning, storm, tempest, act of God, war and reasonable wear and tear only excepted] Provided However that nothing herein contained shall impose any obligation upon the Tenant to do any work of a structural nature except such as may be occasioned by the act, neglect or default of the Tenant and/or its agents or servants or by the use or occupancy of the Demised Premises. Without prejudice to any of the Landlord's rights and remedies herein contained, in the event the Tenant shall fail to do so, the Landlord may enter upon the Demised Premises and may carry out the necessary maintenance and repair works and the cost of doing so shall be

borne by the Tenant and payable by the Tenant to the Landlord within seven (7) days from the date of the Landlord's demand.

#### **11.10 Condition Of Demised Premises On Termination Of Agreement**

- a) The Tenant shall, at the expiration or sooner determination of this Agreement and subject to **Clause 11.21 [c]**, peaceably surrender and yield up unto the Landlord the whole of the Demised Premises and every part thereof inclusive of flooring in its original position together with the fixtures thereto and in good and substantial repair, order and condition in all respects (having regard to their condition at the commencement of this Agreement) and clean and free from rubbish (reasonable wear and tear only excepted) and shall if applicable, paint with two (2) coats of paint of a type to be approved by the Landlord all the inside wood and metal work already painted and the interior including all walls, doors, windows and ceiling of the Demised Premises. The Tenant shall be entitled to remove any fixtures, equipment, goods and chattels belonging to the Tenant including the Tenant's loose furniture provided that an inventory of the fixtures, equipment, goods and chattels to be removed shall be supplied to the Landlord for the Landlord's written approval prior to the removal of the same from the Demised Premises. Unless otherwise directed by the Landlord, the Tenant shall, prior to the expiration or termination of this Agreement remove all the Tenant's fixtures, equipment goods and chattels from the Demised Premises. The Tenant shall provide to the Landlord seven (7) days notice in writing of its intention to commence such removal. In conducting such removal, the Tenant shall comply with the provisions of **Clause 10.2** wherever applicable.
- b) If the Tenant shall fail to observe the covenant in **Clause 11.10 [a]**, the Landlord shall carry out all necessary works and repairs to restore the Demised Premises to a state and condition acceptable to the Landlord and the costs incurred thereby shall be deducted from the Restoration Deposit. Should the Restoration Deposit be inadequate for this purpose, the Tenant shall pay to the Landlord, on demand, all sums due and owing under this Clause within seven (7) days from the date of Landlord demand.

#### **11.11 Subletting Or Assignment**

The Tenant shall not sublet or otherwise part with possession or assign, transfer or otherwise deal with or dispose of the whole or any part of the Demised Premises nor advertise in any way whatsoever of any proposed takeover of business, parting with the Tenancy herein any manner whatsoever without the prior written approval of the Landlord.

#### **11.12 Cleaning Of Demised Premises**

- a) The Tenant shall cause the Demised Premises to be cleaned in a proper and workman like manner including but not limited to cleaning both sides of all windows and window frames in the Demised Premises (save for the windows on the exterior of the Building) including all windows, window frames and glass panels facing the Common Areas and during the whole of the Term of the Tenancy and to be kept clean and free from dirt and rubbish and particularly shall promptly and hygienically dispose of all rubbish, garbage and other discarded materials to the designated garbage disposal points in the Building and shall not allow to accumulate, leave or place in the Demised Premises or

in the Building any rubbish or garbage that will cause, in the opinion of the Landlord, any offensive odours.

- b) The Tenant shall employ or engage cleaners or maids to attend to the cleaning of the Demised Premises more particular described in special conditions annexed hereto as Second Schedule, such cleaners or maids must be persons approved and/or registered with the Landlord and/or the Appropriate Authorities.
- c) The Tenant shall install suitable grease type filters at every wash basin to prevent grease and waste particles from being discharged directly into the drainage system and the Tenant further covenants and agrees that in the event there should be any blockage along the drainage system which is the result of the lack of maintenance and/or negligence of the Tenant, its servants or agents, the Tenant shall bear and pay within seven (7) days from the date of the Landlord's demand all costs and expenses incurred by the Landlord in removing any blockage along the drainage system. The Tenant must conduct a monthly servicing of their internal piping to the Landlord's main sewage pipe. The Tenant must inform the Landlord one (1) week ahead, prior to the servicing by their sewage piping.
- d) The Tenant shall take all reasonable precautions to keep the Demised Premises free of rodents, vermin, insects and pests and in breach whereof it shall be lawful for the Landlord (without prejudice to any other rights or remedies conferred upon the Landlord against the Tenant under any other provisions of this Agreement) to engage such firm of pest exterminators to take such steps as may be necessary to rid the Demised Premises of such rodents, vermin, insects and pests at the sole cost and expense of the Tenant and to engage such firm of pest exterminators to carry out periodic inspection of the Demised Premises.
- e) The Tenant shall participate in the waste and recycling programs implemented by the Landlord.
- f) The Tenant shall provide adequate ventilation subject to the Landlord's approval within the interior of the Demised Premises and shall provide prompt replacement of any defective ventilation equipment. The Tenant must submit the ventilator design for the Landlord's approval.

#### **11.13 Maintenance Of Tenant's Equipment (IF APPLICABLE)**

The Tenant shall keep and maintain in good clean order, repair and condition all fittings, plants, furnishing and equipment belonging to the Tenant, and shall furnish to the Landlord a copy of the maintenance agreement for the maintenance of the said equipment within the Demised Premises. The Tenant further agrees that it shall only engage duly qualified and licensed contractors with the necessary and adequate skills for the maintenance and repair works stated herein. Without prejudice to any of the Landlord's rights and remedies herein contained, in the event the Tenant shall fail to so keep and maintain any of its fittings, plants, furnishings and equipment the Landlord may enter upon the Demised Premises and may carry out the necessary maintenance and replacement works and the cost of doing so shall be borne by the Tenant and payable by the Tenant to the Landlord within seven (7) days from the date of the Landlord's demand.

#### **11.14 Maintenance of Washrooms**

The Tenant shall, if applicable, be responsible at the Tenant's own cost and expense for the cleaning and maintenance of the washrooms, lavatories and other amenities where the same solely service the Demised Premises. Without prejudice to any of the Landlord's rights and remedies herein contained, in the event the Tenant shall fail to do so, the Landlord may carry out the necessary cleaning and maintenance works and the cost of doing so shall be borne by the Tenant and payable by the Tenant to the Landlord within seven (7) days from the date of the Landlord's demand.

#### **11.15 Damage To Common Areas**

The Tenant shall forthwith (with or without demand) make good any breakage defect or damage to the Common Areas or to any adjoining premises or any facility or appurtenances thereof occasioned by misuse or abuse on the part of the Tenant or the Tenant's servants, agents, contractors or sub-contractors or other person claiming through or under the Tenant hereunder or under any rules and regulations of the Landlord made pursuant hereto. Without prejudice to any of the Landlord's rights and remedies herein contained, in the event the Tenant shall fail to do so, the Landlord may carry out the necessary works to make good the said breakages, defect or damage and the cost of doing so shall be borne by the Tenant and payable by the Tenant to the Landlord within seven (7) days from the date of the Landlord's demand.

#### **11.16 Replacement Of Breakages Etc**

The Tenant shall, immediately repair and replace all broken glass including the door and window display area with glass of the same or similar quality and in accordance to the Landlord's specification and all other damaged or broken fittings, fixtures and chattels including but not limited to lighting and electrical equipment (such as lights globes and fluorescent tubes) and plumbing installed on the Demised Premises. Without prejudice to any of the Landlord's rights and remedies herein contained, in the event the Tenant shall fail to do so, the Landlord may enter upon the Demised Premises and may carry out the necessary replacements and the cost of doing so shall be borne by the Tenant and payable by the Tenant to the Landlord within seven (7) days from the date of the Landlord's demand.

#### **11.17 Security Of Demised Premises**

- a) The Tenant shall at all times keep the Demised Premises and any property contained therein safe and guarded against theft, burglary, accident or damage, and the Tenant shall be liable for any loss or damage to the Demised Premises and any property contained therein in the event of a theft or burglary or accident. Without prejudice to any of the Landlord's rights and remedies herein contained in the event that the Landlord is of the opinion that the security of the Demised Premises is not intact or sufficient at any time, the Landlord reserves the right at any time to station a security guard at the Demised Premises at cost and expense of the Tenant which cost and expense shall be payable by the Tenant to the Landlord within seven (7) days from the date of the Landlord's demand.
- b) In the event of any accident casualty, damages, theft or burglary which may have occurred on the Demised Premises, the Tenant shall give the Landlord prompt notice in

writing of the same. Further, the Tenant shall lodge a police report immediately and furnish a copy of such report to the Landlord.

- c) The Tenant shall not without the prior written consent of the Landlord employ security guards to guard the Demised Premises. In the event consent is given, the Tenant shall ensure that the security guards shall comply with all the directions, rules and regulations laid down by the Landlord from time to time. The Landlord shall not be liable for any act omission or negligence of the security guards so appointed by the Tenant and the Tenant shall be entirely responsible for the security of the Demised Premises and all goods and belonging kept therein.

#### **11.18 Key holders**

The Tenant shall ensure that all times the Landlord has written notice of the name, home address and the contact number of at least two (2) key holders of the Demised Premises.

#### **11.19 Compliance With Statutes Etc**

The Tenant shall, from time to time, forthwith comply with all statutes, ordinances, proclamations, orders or regulations present or future affecting or relating to the use of the Demised Premises and with all requirements which may be made or notices or orders which may be given by any governmental, health, licensing, civic or any other authority having jurisdiction or authority over or in respect of the Demised Premises or the user thereof and will keep the Landlord indemnified in respect of all such matters in this paragraph referred to. Provided Always That the Tenant shall be under no liability in respect of any structural alterations the requirements for which was not caused or contributed to by the Tenant's use or occupation of the Demised Premises. Without prejudice to any of the Landlord's rights and remedies herein contained, in the event the Tenant shall fail to do so comply as aforementioned, the Landlord may carry out the necessary works or such other action as maybe required for compliance as aforementioned and the cost of doing so (including but not limited to the Landlord's administration charges in respect of the same at such sum as shall be stipulated by the Landlord) shall be borne by the Tenant and payable by the Tenant to the Landlord within (7) days from the Landlord's demand.

#### **11.20 Signage**

The Tenant shall not affix paint or otherwise exhibit on the Demised Premises or any part thereof any signboard, nameplate, placard, advertisement poster or other thing whatsoever or any iron or other work whether permanent or temporary save that it is hereby agreed that the Tenant shall be entitled to have its name displayed at a place and in such form, character and dimension acceptable to the Landlord the name of the Tenant which it is desirable in the interest of the business of the Tenant to exhibit.

#### **11.21 Alteration and Additions To Demised Premises After the Fit-Out Period**

- a) After the Fit-Out Period, the Tenant shall not without the prior consent of the Landlord make any renovation alteration or addition in or to the Demised Premises or any part thereof and shall in the course of such renovation, alteration or addition made with the consent of the Landlord observe and comply with the provisions of **Clause 10.1 and 10.2**

[where applicable] and the requirements specified by the Landlord and the Appropriate Authorities.

- b) In the event the Tenant fails to comply with the requirements of the Landlord or the Appropriate Authorities as aforesaid or fails to complete or abandons the renovations before completion, the Landlord may, but is not obliged to do so complete such renovations and all monies expended by the Landlord in doing so shall be a debt due and payable by the Tenant to the Landlord within seven (7) days from the date of the Landlord's demand.
- c) The Tenant shall upon determination of the Term hereby created and if required by the Landlord restore at the Tenant's own expenses the Demised Premises to the original state and condition as the Demised Premises was at the commencement of this Agreement (wear and tear excepted).

#### **11.22 Partitioning After the Fit-Out Period**

- a) After the Fit-Out Period, the Tenant shall not, without the consent in writing from the Landlord, install any partitioning and/or any equipment or other installations unless the same are approved by the Landlord and where necessary, by the Appropriate Authorities and any such installation shall be at the Tenant's costs and carried out by such persons nominated or approved by the Landlord and where necessary by the Appropriate Authorities.
- b) Unless otherwise agreed in writing by the parties hereto, all such partitioning and such installation shall remain as the property of the Tenant who shall be responsible for all maintenance thereof and such partitioning and/or installation may and if so required by the Landlord be removed by the Tenant at or immediately prior to the expiration or sooner determination of this Agreement PROVIDED that the Tenant shall upon such removal do no damage to the Demised Premises and shall reinstate the same to the condition they were in prior to such installation.

#### **11.23 Landlord's Right of Entry**

The Landlord itself or by its agent, representatives, consultants, utilities or service providers or employees may at any time upon giving to the Tenant reasonable notice except in case of emergency when no notice shall be required, enter upon the Demised Premises with all necessary materials and equipment to:

- a) view the state of repair thereof and may serve upon the Tenant a notice in writing of any defect for the repair of which the Tenant may be responsible hereunder requiring the Tenant within seven (7) days to repair the same and in default of the Tenant so doing it shall be lawful for the Landlord, its architects, consultants, contractors, workmen and agents to enter upon the Demised Premises for the purposes of effecting the required repairs and any expenses and costs of carrying out such work shall forthwith be payable by the Tenant to the Landlord within seven (7) days from the date of the Landlord's demand;

- b) carry out any repairs, maintenance or other works on the Demised Premises or any of the utilities or services in the Demised Premises or to any improvements erected on any adjoining premises; and
- c) comply with any law affecting the Demised Premises or with the requirements of any notice or other communication served on or notified to the Landlord or the Tenant by any Appropriate Authorities.

#### **11.24 Compliance With Rules And Regulations Fit-Out Works Compliance**

The Tenant shall at all times observe and comply with the rules and regulation of the Building which includes but not limited to the Fit-Out Works Compliance contained in **the Sixth Schedule B** [and as from time to time varied, added to ,deleted or amended] relating to the management and care of the Demised Premises and/or the said Building and the conduct of tenants Provided that no amendment or variation of such rules/regulations or any variation thereof shall be inconsistent with the rights of the Tenant expressed in this Agreement and the Tenant acknowledges agrees and declares that failure of the Tenant to comply with any of such rules and regulations as may from time to time be in force shall constitute a material breach of the terms of this Agreement in the same manners as if the rules and regulations were contained herein as covenants. The Tenant acknowledges that the Landlord shall not be liable for any loss or damage caused by any failure on the part of the Landlord to enforce the rules and regulations against any other person who may be bound by them in the Demised Premises and/or in the Building.

#### **11.25 Warranties And Representation**

The Tenant acknowledge and declares that no promise, representation, warranty or undertaking has been given by or on behalf of the Landlord in respect of the suitability of the Demised Premises or the Building or to the fittings, finishes, condition or state of repair, facilities and amenities of the Demised Premises or the Building or the permitted use to which the Demised Premises may be put pursuant to any requirements of any Appropriate Authority or as to other businesses to be carried on in the Building otherwise than in this Agreement contained. The Tenant shall make its own enquiries in relation to the matters noted above.

#### **11.26 (a) Insurances**

Without limiting its obligations as contained elsewhere under this Agreement, the Tenant will effect and maintain the following policies of insurance with a licensed insurer of good repute:

- [3] a policy insuring the Tenant's fixtures, fittings, partition, equipment and other chattels [on a replacement or reinstatement basis] against theft, fire and allied perils including:
- [1] an extension to include the removal of debris for a reasonable sum; and
- [2] an extension covering all damage to the property of the Tenant arising out of sprinkler discharge or a faulty sprinkler system or water damage of whatsoever nature and any leakage of whatsoever nature;

and incorporating a clause waiving the insurer's right of subrogation against the Landlord PROVIDED ALWAYS that where the insurance shall be in respect of theft, then such insurance shall be effected and maintained in the name of the Tenant as loss payee;

- (ii) insurance in the name of Tenant as loss payee with statutory limits as required by any law and/or employer's liability insurance to provide for payments to the Tenant's employees and any person located at any time on or in the Demised Premises for the purposes of the conduct of the Tenant's business or other works. All such insurance shall be endorsed to indemnify the Landlord against any liability which the Landlord may incur under any such law or any regulation made there under;
- (iii) public liability insurance of such amount not less than the amount as stipulated in Part 22 of the First Schedule hereto with the Landlord named as co-assured and incorporating a clause or endorsement endorsing the Landlord as the payee of any moneys which would be payable under the said insurance policy; and
- (iii) any other risk as mutually agreed by both parties.

Provided Always that the Landlord shall be under no obligation whatsoever to ensure that the Tenant has actually effected such insurance as required under this Clause and failure by the Landlord to so ensure shall not amount to a waiver of this Clause. If at any time the Tenant is entitled to the benefit of any insurance which is effected or maintained in pursuance of this obligation aforesaid or which otherwise is effected or maintained in respect of the Demised Premises, then the Tenant shall apply all monies received by virtue of such insurance in making good the loss, damage or injury in respect of which the same shall have been received. Notwithstanding anything to the contrary herein contained, if any items referred to in this Clause are destroyed or damaged, the Tenant shall at its own cost and expense promptly within One (1) month from the date of such destruction or damage occurring or any extended period as may be mutually agreed upon by the Landlord and the Tenant repair or replace [as appropriate] those items [and in respect of the plate glass, the Tenant shall repair or replace [as appropriate] to the reasonable satisfaction of the Landlord] and so far as application, use the proceeds of the insurance to do so.

#### **(b) Insurers**

All policies of insurance effected or required to be effected by the Tenant hereunder whether in respect of the property or risk either of the Landlord or the Tenant shall be taken out with a reputable insurance company.

#### **(c) Deposit Of Policy, Etc**

The Tenant shall upon Commencement of the Tenancy and/or within seven (7) days notice of request from the Landlord, in respect of any policy of insurance to be effected by the Tenant hereunder deposit a copy of the valid and current policy of such insurance with the Landlord and the receipts of payment for the last premium. Provided Always that the Landlord shall be under no obligation to request for or ensure that such said policy/policies is/are deposited with the Landlord and failure by the Landlord to request for the said policy/policies as required under this Clause shall not amount to a waiver of this Clause.

And the Landlord hereby further covenants that the contents of these insurance policies shall remain confidential and shall not be divulged or disclosed to any third party during or after the expiration of this Agreement.

Provided However that the obligations stated in this Clause herein shall cease to apply to any information coming into public domain other than by breach of any such party of its said obligations hereunder and nothing in this Clause shall prevent the Landlord from disclosing any such information to the extent required in or in connection with legal proceedings arising out of this Agreement or any other matter in relation to the Tenant.

**(d) Tenant To Comply With Insurances**

The Tenant shall at all times be responsible for complying with and abiding by the terms and conditions of the insurances arranged by the Tenant and for the payment of all excesses and premiums which may be contained or payable, as the case may be, within or by the terms of such insurance.

**(e) Landlord May Effect Insurances**

Without prejudice to any of the Landlord's rights and remedies herein contained, if the Tenant fails to effect or to keep current and in force any of the insurances required to be effected and maintained by the Tenant pursuant to this Clause 11.26, the Landlord may (but shall not be obliged to) effect and keep current and in force any such insurance and pay such premiums as maybe necessary for that purpose and may recover as a debt due from the Tenant the amount so paid and may deduct from the Deposit held by the Landlord, all such moneys paid by the Landlord.

**(f) Tenant Not To Void Insurance**

The Tenant will not at any time during the Term of the Tenancy do or permit or suffer to be done any act matter or thing upon the Demised Premises or the Building whereby any insurances in respect of the Demised Premises or the Building may be vitiated or rendered void or voidable (except with the approval in writing of the Landlord) or whereby the rate of premium on any insurance shall be liable to be increased and the Tenant shall make good all damage suffered by the Landlord and to repay the Landlord within seven (7) days from the date of the Landlord's demand all sums paid by the Landlord by way of increased premium and all expenses incurred by the Landlord in or about any renewal of such policy or policies rendered necessary by a breach or non observance of this covenant without prejudice to the other rights of the Landlord.

**(g) Payment Of Additional Premium**

The Tenant will from time to time and when required by notice in writing from the Landlord pay all extra premiums of insurance of the Demised Premises and the contents thereof, if any, be required on account of the extra risk caused by the use to which the Demised Premises are put by the Tenant and approved by the Landlord.

#### **(h) Compliance With Fire Regulations**

The Tenant will comply with insurance sprinkler and/or fire alarm regulations in respect of any partitions which may be erected by the Tenant upon the Demised Premises and the Tenant will pay to the Landlord the cost of any alterations to the sprinklers and/or fire alarm installation which may become necessary by reason of the Tenant's Fit-Out Works or non compliance by the Tenant with the regulations of the General Insurance Association of Malaysia or requirements of the insurer engaged by the Landlord to provide insurance for the Building against fire and any alterations that incurred discharge and energizing of the sprinkler system. The cost for discharging will be borne by the Tenant.

#### **11.27 Indemnities**

- a) The Tenant agrees to use and keep the Demised Premises at the risk of the Tenant and hereby releases to the full extent permitted by law the Landlord in the absence of any negligence on the part of the Landlord, or its servants or agents from all claims and demands of every kind in respect of or resulting from any accident injury occurring in the Building or the Demised Premises and the Tenant expressly agrees that in the absence of any such negligence as aforesaid the Landlord shall have no responsibility or liability or any loss damage or injury suffered by the Tenant (whether to or in respect of the Tenant's person or property or the business conducted by the Tenant) as a result of any breakage, leakage, accident, theft or burglary or any event occurring in the Building or Demised Premises or due to any event of Force Majeure. Any consequential risks from the Tenant's Demised Premises causing liability to the Landlord in other parts of the Building shall be fully indemnified by the Tenants at all times.
- b) The Tenant will and does hereby indemnify and hold harmless the Landlord from and against all actions, claims, demands, loss, damages, costs and expenses for which the Landlord shall or may be or become liable in respect of and to the extent that they arise from:
  - i. the negligence, use, misuse, waste or abuse by the Tenant or any servant, agent, customer or invitee or any other person claiming through or under the Tenant of the water, gas, electricity, oil, lighting and other services and facilities and appurtenances of the Demised Premises or the Building or the Land;
  - ii. overflow or leakage of water (including rain water) or any leakage of whatsoever nature in or from the Demised Premises or from any other premise or area in the said Building or the Land occasioned or caused or contributed to by any act omission, neglect breach or default on the part of the Tenant its servants, agents, customers, invitees or any other person claiming through or under the Tenant;
  - iii. loss, damage or injury from any cause whatsoever to property or person caused or contributed to by the use of the Demised Premises by the Tenant or any servant agent, customer, invitee or other person claiming through or under the Tenant or by any obligations of the Tenant under this Agreement;
  - iv. loss, damage or injury from any cause whatsoever to property or person within or without the Demised Premises or the Building occasioned or

contributed to by any act, omission, neglect, breach or default of the Tenant or any servant, agent, customer, invitee or other person claiming through or under the Tenant; or

- v. any breach or non-observance by the Tenant of the covenants, conditions or other provisions of this Agreement or any of the matters to which this Tenancy is subject to.

The indemnity hereby given shall not be wholly or partially negated or defeated by reason of the state or condition of the Demised Premises or the Building. **11.28 Business Hours**

- a) The Tenant's Business Hours shall be as specified in **Part 18 of the First Schedule**:

- b) Subject to the Landlord's written consent, the Tenant may open the Demised Premises for business outside the days and/or hours specified in **Part 18 of the First Schedule** provided that the Tenant shall be responsible for all costs occasioned by such additional hours including but not limited to any reasonable and proper expenses, charges and outgoings relating to: -

- c)
  - i. Air-conditioning and maintenance;
  - ii. Overtime and for any additional staff required for the security of the Building or for any other reason;
  - iii. clearing of the Common Areas; and any other activity reasonably necessary for the operation of the Building.

The Landlord shall be entitled to charge the Tenant such amount which the Landlord reasonably considers to the extra access and use by the Tenant and such amount shall be payable by the Tenant to the Landlord within seven (7) days from the date of the letter notifying the Tenant of the same.

- d) The Tenant hereby covenants and undertakes with the Landlord that in the interest of all tenants, licensees and invitees of the premises comprised in the Building, it shall strictly comply with the provisions of **Clause 11.28(a)** unless with the written permission of the Landlord not to do so.

#### **11.29 License**

The Tenant shall, at its own cost and expense, procure and obtain all necessary licenses, permits, registration, authorities and approvals (including trade name and licenses for the Tenant's signage and advertisement) and other consents necessary from the Appropriate Authorities for the carrying on of the Permitted Use stipulated in **Part 16 of the First Schedule** (including but not limited to any permits or licenses for the reproduction of photographic or other musical medium) and under the trade or business name stated in **Part 17** of the First Schedule and ensure that all licenses, permits, authorities and approvals are valid for the duration of the Tenancy and whenever necessary, obtain the renewal of such licenses, permits, registration and consents from time to time during the Term of the Tenancy and shall furnish copies of the same to the Landlord PROVIDED ALWAYS that any failure by the Tenant to obtain the relevant licenses for any reason whatsoever shall not operate to frustrate this Agreement or the tenancy created hereunder. Further, the Tenant shall at all times observe and comply with all the terms, conditions and restrictions imposed

by such license, permit or consent. Notwithstanding anything to the contrary herein contained, the Landlord shall not be obliged to assist the Tenant in any manner whatsoever in obtaining or procuring any of the said licenses, permits, registration, authorities, approvals or consents.

#### **11.30 Telecommunication Services**

The Tenant shall install at its own cost and expense all telecommunication facilities as the Tenant may require in such manner that the wires shall not run across the floor or ceiling or along the walls of the Demised Premises so as to be visible in the Demised Premises but shall be concealed and if running along the floor shall be concealed in the appropriate ducts in the under floor trunking provided for the purpose and all such works shall be carried out under the supervision of the Landlord or by a contractor nominated by the Landlord which contractor shall hold the necessary qualification license or permit from the relevant authorities.

#### **11.31 Redecoration (NOT APPLICABLE)**

The Tenant shall redecorate and properly paint, colour and wash the interior of the Demised Premises as shall be reasonably required in order to maintain the same in good and tenable repair and condition immediately prior to the expiration or sooner determination of the Agreement and if the Tenant shall fail to redecorate the Demised Premises as aforesaid, the Landlord may redecorate the Demised Premises and recover from the Tenant the costs of such redecoration together with such Rentals and other amounts which the Landlord would have been entitled to receive from the Tenant had the period within which such redecoration is effected by the Landlord been added to the term of this Agreement.

#### **11.32 Unightly Objects**

- a) The Tenant shall not erect or install or caused to be erected or installed any sign, device, furnishing, ornament or object which is visible from the street or from any other building and which in the opinion of the Landlord, is incongruous or unsightly or may detract from the general appearance of the Building and shall not erect or install or cause to be erected or installed any air-conditioning unit and plant, fan or cooling system whatsoever, antenna, aerial or satellite dish which protrudes out of the external walls of the Building .
- b) Without prejudice to any of the Landlord's rights and remedies herein contained, if the Tenant erect or install or cause to be erected or installed any of the aforementioned items in contravention of **Clause 11.32[a]**, then the Landlord may carry out any necessary works to remove, destroy and/or otherwise dispose of such erection or installation and the cost of doing so shall be borne by the Tenant and payable by the Tenant to the Landlord within seven (7) days from the date of the Landlord's demand. Further the Landlord shall not be obliged to account to the Tenant in respect of such items removed, destroyed and/or otherwise disposed of by the Landlord.

### **11.33 Supervision Of Premises**

- a) The Tenant shall manage and control the Demised Premises so that nothing shall be done to injure the reputation of the Building or offend against any statute or any of the regulations of the licensing or other local or public authority in any way nor to do or to permit or suffer to be done any act or thing which may in any way peril any licence granted or any insurance effected in respect of the Demised Premises or of the Building. In amplification of the aforementioned, the Tenant shall during the Tenancy Agreement be responsible for:
  - i. the efficient supervision of the Demised Premises including the effective control of children, the orderly and safe admission and departure of persons to and from the Demised Premises and the orderly and safe clearance of the Demised Premises in case of emergency;
  - ii. the safety of the Demised Premises and shall not permit or suffer any drunkenness or immoral or disorderly conduct upon the Demised Premises; and
- b) If the Tenant fails to observe and perform any one or more of the stipulations contained in the foregoing provisions of this condition the Landlord may without prejudice to its other rights and remedies under this Agreement or at law:
  - i. charge to and recover from the Tenant any expenses incurred by the Landlord in engaging police constables or other persons to secure such observance and performance; and
  - ii. put to stop any use of Demised Premises in progress and/or close the Demised Premises whether temporarily or otherwise.

### **11.34 Lighting**

The lighting equipment and other electrical equipment of the Demised Premises shall at all times be operated by electricians or other competent persons employed by the Tenant for that purpose and no other person whatsoever shall operate or attempt to operate or interfere with the said equipment. The Tenant shall provide adequate lighting within that interior of the Demised Premises and shall not block, darken, tint or obstruct any of the windows, doors, glass window or lights of the Demised Premises.

### **11.34 Restrictions Against Installation Of Electrical Points**

The Tenant shall not install or extend any electrical sockets, plugs or electrical power points or electrical motor or engine or appliance without the prior written consent of the Landlord and such consent shall not be unreasonable withheld. In the event the Tenant commits a breach of this covenant and as a result of which the Landlord suffers any loss or damage the Tenant will forthwith indemnify the Landlord against all such loss and damage.

### **11.35 Placing of Things and Rubbish Outside Demised Premises**

- a) The Tenant shall not stand, place, deposit, park or expose outside any part of the Demised Premises any materials, articles or things whatever or for any other purpose

or cause any obstruction in the Common Areas. The Tenant shall also not place, deposit or park any rubbish or waste outside any part of the Demised Premises.

- b) Without prejudice to any of the Landlord's rights and remedies herein contained, if the Tenant breaches the provisions of Clause 11.36(a), then the Landlord may carry out the necessary works to remove, destroy and/or otherwise dispose of such materials, articles, rubbish, waste or things whatever and the cost of doing so shall be borne by the Tenant and shall be payable by the Tenant to the Landlord within seven (7) days from the date of the Landlord's demand. Further the Landlord shall not be obliged to account to the Tenant in respect of those materials, articles, rubbish, waste or things whatever removed, destroyed and/or otherwise disposed of by the Landlord.

#### **11.36 Name Of Tenant's Business**

The Tenant shall not in any way use or associate with, in part or in whole or in any abbreviated manner, the name of the Landlord, the name of the manager appointed by the Landlord to manage the Building and/or the names or words "MENARA ILAND" and/or any picture or likeness of the Building or the Demised Premises in the Tenant's business or trading name or in any of the Tenant's logo, documents, text, promotions, advertising, promotional material, premiums, trade mark or other mark sign or emblem and/or for any other purpose (other than as the address and place of the business of the Tenant) whether for the Tenant's trade or otherwise without the prior written approval of the Landlord.

#### **11.37 Notices From Competent Authority**

Upon the receipt of any notice, order, direction or other thing from any competent authority or likely to affect the Demised Premises whether the same shall be served directly on the Tenant or the original or a copy thereof be received from any other person whatsoever the Tenant will so far as such notice, order, direction or other thing or the Act, regulations or other instrument under or by virtue of which it is issued or the provisions hereof require it so to do comply therewith at its own expense and will forthwith deliver to the Landlord a copy of such notice, order, direction or other thing.

#### **11.38 Restoration Deposit**

- a) The Tenant shall pay to the Landlord the sum specified in Part 23 of the First Schedule as security for the due performance by the Tenant to restore the Demised Premises to its original condition at the expiration or sooner determination of this Agreement.
- b) Without prejudice to any other rights of the Landlord under this Agreement or at law, the Landlord shall be entitled to forfeit the Restoration Deposit in its absolute discretion in the event the Tenant failed to restore the Demised Premises to its original condition at the expiration or sooner determination of this Agreement. In the event the Tenant had failed to do so, the Landlord shall be entitled to carry out work to restore the Demised Premises to its original condition and in the event the costs and expenses of such works exceeds the amount of the Restoration Deposit, the Tenant shall pay to the Landlord such shortfall within seven (7) days from the date of the Landlord's demand.
- c) Subject to clause 11.38(b) above and so long as the Tenant shall duly observe and perform the Tenant's covenants in this Agreement to restore the Demised Premises to

its original condition to the satisfaction of the Landlord, the Landlord shall within a reasonable time of the expiry or sooner determination of the Tenancy refund the Restoration Deposit free of interest to the Tenant.

#### **11.39 Mail Box Deposit**

- a) The Tenant shall upon execution of this Agreement deposit with the Landlord the sum specified in **Part 24 of the First Schedule** (hereinafter referred to as the "Mail Box Deposit") as security for the mail box and so long as the Tenant shall duly observe and of the expiry or sooner determination of the Tenancy refund the Mail Box Deposit free of interest to the Tenant. Notwithstanding anything to the contrary herein contained, the amount of the Mail Box Deposit shall be subject to charges at the absolute discretion of the Landlord.
- b) The Tenant hereby covenant that the Tenant shall at all time during the Term of the Tenancy or during such period as the Tenant shall remain in possession or occupation of the mail box after expiry of the Term of the Tenancy, maintains, repair and keep the mail box in good and substantial working order and condition.
- c) In the event the key to the mail box is lost or damaged, then the Tenant shall bear the cost of replacement for each lost or damaged mail box key.

#### **11.40 Upgrading Works (NOT APPLICABLE)**

The Tenant agrees and undertakes to carry out and complete at the Tenant's cost and expense such upgrading works to the Demised Premises as the Landlord may specify and within such period as the Landlord may prescribe. The Tenant shall comply with the provisions of **Clause 10** when carrying out the upgrading works.

#### **11.41 Removal of fittings and furniture, equipment, etc**

The Tenant is not allowed to remove any fittings and furniture, equipment from the Demised Premises unless prior notice is given to the Landlord and upon written approval from the Landlord or its managing agent and the moving of the same must be done under the supervision of a person nominated by the Landlord and at a time approved by the Landlord or its managing agent.

#### **11.42 Audio/ video Equipment**

The Tenant shall not permit to be brought, placed, installed or affixed into or upon the Demised Premises or the Building or any part thereof any radio, gramophones, recorder, television or any other audio/video equipment or other aerials without the prior written consent of the Landlord.

#### **11.43 Tenant's Manpower**

- a) In the event the Tenant shall have engaged foreign workers, the Tenant shall be responsible at all time for obtaining and keeping valid and current all relevant licences, permits approvals for purpose of hiring such workers at the Landlord's premises. Such documents and any change to such licence, and/or permits and/or approvals shall be

furnished to the Landlord upon request in writing for the same and the Tenant shall keep the Landlord informed and furnish the Landlord with the relevant documents in event any changes to any of the Tenant's workers at the Landlord's premises.

- b) The Tenant hereby further undertakes to indemnify the Landlord on a full indemnity basis against all cost (including legal cost) and expenses incurred, loss or damage, fines, penalties, summons and/or claims which the Landlord suffers whether directly or indirectly arising from the Tenant's failure, refusal, and/or neglect to obtain and keep valid and current all and any registration, license, permit and/or consent required by the proper authorities or in accordance with the laws, directives, rules and regulations currently enforced or hereinafter from time to time becoming enforceable by the proper authorities in respect of the Tenant's foreign workers and/or other matters related to the said services.

#### **11.44 Upkeep and Maintenance of Sky Garden Terrace (NOT APPLICABLE)**

The Tenant shall keep and maintain the Sky Garden Terrace and all the plants, shrubs, greenery and other flora thereat in good, neat and clean conditions and shall heed the Landlord, its agents, representatives, employees, consultants, contractors, sub-contractors, gardeners and/or landscaper's advice (if any) regarding the care, maintenance and upkeep of such items, and shall replace any of the said items which may be damaged due to any act, deed, omission, fault or negligence of the Tenant, its agents, employees, invitees, contractors, sub-contractors, workmen, licensees or sub-tenants (IF APPLICABLE) subject to the Tenant's rights to have its personnel present. If so required by the Landlord, the Tenant shall permit the Landlord, its agents, representatives, employees, consultants, contractors, sub-contractors, and all persons authorized by it with or without gardeners, workmen or others and with or without appliances to from time to time enter upon the Sky Garden Terrace to view the state and condition thereof and to carry out any gardening, landscaping and/or other work deemed necessary by the Landlord to maintenance and/or ensure the tidy and uniform appearance or aestheticism of the Sky Garden Terrace.

#### **11.45 The Landscape**

The Tenant shall not disturb/destroy the Landscape of the Building and/or of the Demised Premise.

### **12. LANDLORD'S COVENANTS**

#### **12.1 Quiet Enjoyment Of Demised Premises**

The Landlord shall, subject to the Tenant duly paying the Rental and any other sums payable hereunder and observing and performing its several covenants and stipulations herein contained permit the Tenant to have quiet possession and enjoyment of the Demised Premises during the Term of the Tenancy without any interruption by the Landlord or anyone claiming under or through or in trust for the Landlord save as specifically herein provided.

### **12.2 Insurance**

The Landlord covenants with the Tenant to insure the Building against fire unless such insurance shall be vitiated by an act of the Tenant or by anyone at the Demised Premises expressly or by implication with the Tenant's authority and under the Tenant's control or by any other tenant or occupier of the Building.

### **12.3 Quit Rent**

That subject to the due compliance and observance and/or performance by the Tenant of the terms and conditions contained herein, the Landlord shall for the duration of the Tenancy hereby pay and discharge all quit rent payable in respect of the Building.

## **13. OPTION FOR RENEWAL**

13.1 The Landlord may on the written request of the Tenant made not less than three (3) calendar months before expiration of the Term hereby created and if:

- a) there shall not at the time of such request and also at the time of expiry of this Agreement be any existing breach or non-observance of any of the covenants and conditions herein contained and on the part of the Tenant to be observed or performed or if there have not been any antecedent breach of any of the terms and conditions stated herein in the covenant to pay as stated in **Clauses 3 and 4;**
- b) the Tenant has paid the increase on the Security Deposit, Utilities Deposit or any other deposits or charges; and
- c) the Tenant has made good all the damage caused by the Tenant within or outside the Demised Premises or other parts of the Building;

at the expense of the Tenant grant to the Tenant a tenancy of the Demised Premises for a further term stated in **Part 19 of the First Schedule** from the expiration of the Term hereby created at the revised Rental stipulated in **Part 20 of the First Schedule** and upon covenants and conditions to be determined by the Landlord and with the exception of this provision for renewal and any Rental free period allowed to the Tenant for the Fit-Out Works during the Fit-Out Period.

13.2 All stamping costs and expenses incurred pursuant to **Clause 13.1** shall be borne and paid by the Tenant.

## **14. MANAGEMENT AND OPERATION OF THE BUILDING**

14.1 The Landlord will maintain and keep in repair the Common Areas during the Term of this Agreement inclusive particularly the exterior walls all parking spaces, roads, pavements, gardens, water drainage, lighting, pantry and other common facilities and services PROVIDED THAT the manner in which such areas and facilities shall be maintained and the expenditure thereon shall be at the absolute discretion of the Landlord.

14.2 The Landlord shall have the right from time to time to improve, extend, vary or reduce the Building [excluding the Demised Premises] and/or any manner whatsoever alter or deal with

[the Building excluding the Demised Premises] or any part thereof. The Landlord shall not be held liable for any loss or damage suffered by the Tenant caused by or arising out of repairs, improvements, extensions, variation or reduction works carried out by the Landlord in respect of the Building or any part thereof save and except such loss or damage is due to the negligence of the Landlord, its employees, workers or servants.

14.3 The Landlord may furnish sufficient illumination as the Landlord may in the Landlord's absolute discretion deem to be advantageous to the Tenant and to the Landlord.

14.4 The Landlord may at its discretion restrict access to part or parts of the car parks and may close part or parts of the entrances or exits thereto and any driveways therein and may also restrict access to part or parts of the Common Areas or close temporarily or permanently part or parts of the Building or the Common Areas.

14.5 (a) The Landlord hereby allocates number of car park bay(s) as stipulated in the Seventh Schedule ("Car Park Bay") for its use subjected always to the execution of a separate arrangement or license agreement ("the Car Park License Agreement") between the Landlord or its agent ("the Car Park Operator") and the Tenant and such agreement when executed shall not be deemed or construed as forming part of this Tenancy.

(b) The Tenant shall upon the Tenancy Commencement Date pay the Car Park Operator RM250 only per month ("the Parking Charges") and deposits for the Car Park Bay, Exclusive of any government taxes or service tax levied by the Appropriate Authority which shall be borne and paid by the Tenant.

(c) The Car Park Operator shall be entitled to vary the Parking Charges, deposits and other fees by giving the Tenant One (1) months prior written notice.

14.6 The obligations of the Landlord contained in this Agreement shall be subject to the express condition that whenever the Landlord is required to perform or do any act or thing then in such instance performance of such act or thing shall not be required if it is rendered reasonably or practically impossible by reason of any riot, civil commotion, strike, lock-out, act of God, the public enemy, priority allocation, rationing or the regulation or prohibition of the use of any material, fuel, hours of work or award or by reason of any matter or thing beyond the control of the Landlord. In particular and without prejudice to the generality of the foregoing and not withstanding anything to the contrary herein contained, the Landlord its agents' servants employees and contractors shall not be liable or be in any way responsible to the Tenant or to any of the Tenant's employees, contractors, agents, servants, visitors, invitees or licensees or to any other person nor shall the Tenant have any claim against the Landlord in respect of:

a) any injury, loss or damage which may be suffered by any person or sustained to any property [whether belonging to the Tenant or to others or whether entrusted to the Landlord's officers, servants, employees or agents] in the Building howsoever occurring; or

b) any consequential loss resulting from short circuit of electrical wiring, fire, explosion, falling plaster, steam, gas, electricity, water, rain, overflow of water or leaks from any rain plumbing or other pipe or from the sewerage system or from the piping, wiring and sprinkler system in the Building or from any part of the Building, the said Land, the roof,

street, sub-surface or any other place, or by dampness from the Building or the Demised Premises or any appurtenances being out of repair or any other loss, injury loss or damage howsoever caused in the Demised Premises the Building or the Said Land or due to any event of Force Majeure; or

- c) any injury, loss or damage caused by any construction or other building operations in the neighborhood; or
- d) any injury, loss or damage caused by other tenants or persons in the Building or the Said Land; or
- e) any delay in supplying or for failure to supply or for any limitation, curtailment rationing, restrictions or interruption of service of any water, sewerage, gas, electricity, telephone, telecommunication, air conditioning or other utility serving the Demised Premises and/or the Building or for interruption of use or service of any equipment in connection with the supplying of any of the aforesaid services or any consequences thereof or for any interruption of the use of any facilities, services or equipment within the Building and/or the Demised Premises (including but not limited to the entrances, landings, lifts, escalators, travelators, lobbies, corridors, passages, stairways, water closets and any other services which the Landlord may provide from time to time for tenants and occupiers of and visitors to the Building) by reason of the making of any repairs or maintenance of any installations or apparatus or damage thereto or destruction thereof or howsoever caused by fire, water, riot, act of God, any other event of Force Majeure, the making of any improvements to such services, facilities or equipment other cause beyond the Landlord's control or by reason of mechanical or other defect or breakdown or other inclement conditions, or shortage of manpower, fuel, materials, electricity or water or by reason of any act, omission, default, misconduct or negligence of any servant, employee, agent or contractor of the Landlord in or the performance of any duty relating to the provision of the said services, facilities, equipment or any of them; or
- f) any representations, promises or warranties with respect to the Demised Premises, its appurtenances and/or the Building save except for such representations, promises or warranties as may be contained herein; or
- g) any act, omission or negligence of any porter, attendant or other servants or agents of the Landlord in or about the performance or purported performance of any duty relating to the provision of services or obligations or any of them; or
- h) any diminution or obstruction of the light, air or view by any structure which may be erected on the Land within or adjacent to the Building.

- 14.7 Save that the Demised Premises are let as an office space for use as specified in **Part 16 of the First Schedule** and under the trade or business name stated in **Part 17 of the First Schedule**, the Landlord does not expressly or impliedly warrant that the Demised Premises shall, during the Term, remain suitable or adequate for all or any other use of the Demised Premises by the Tenant (notwithstanding the Landlord may have consented to the same) and all warranties (if any) as to suitability or adequateness of the Demised Premises implied by law are hereby expressly disclaimed.

**14.8 Car Parks and Common Areas:**

- a) The car-parks and Common Areas shall at all times be and remain the property of and in the possession of the Landlord.
- b) The Landlord may at any time and in any manner levy whatever charges or fees as the Landlord deems fit with respect to the usage by the Tenant of the car-parks, and any other parts of the Common Areas.

14.9 All the Common Areas are subject at all times to the exclusive control and management of the Landlord. The Landlord by giving a 30-day written notification to the Tenant may at its sole discretion and at any time establish, vary and enforce reasonable rules and regulations about them and the Tenant agrees to comply with them.

14.10 The Landlord shall have the right to declare certain public holidays as not to be operational hours of the Building or to extend or reduce the Business Hours as the Landlord deems necessary.

**15. DEFAULT AND TERMINATION**

15.1 The Landlord and the Tenant hereby agree that:

- (a) if the Tenant shall have failed to submit or re-submit the requirements under **Clause 10.1** herein for the Landlord and/or the Appropriate Authorities' consents/approvals;
- (b) if the Tenant shall have failed to accept delivery of vacant possession of the Demised Premises for the purpose of carrying out the Fit-Out Works within the time period stipulated by the Landlord; or
- (c) if the Tenant shall have failed to pay the sums referred in **Clause 3** and **Clause 10** within the time stipulated herein; or
- (d) if the Tenant shall have failed to commence Fit-Out Works within seven (7) days from the date of commencement of the Fit-Out Period; or
- (e) if the Tenant fails to complete the Fit-Out Works on or before the expiry of the Fit-Out Period or such extended period as may be allowed by the Landlord at its absolute discretion for the Tenant to complete its Fit-Out Period; or
- (f) if the Rental and/or Service Charge in **Clause 4** hereby shall remain unpaid for a period of fourteen (14) days after the same shall have become due and payable in accordance with the covenants for payment herein contained; or
- (g) if the Tenant commits, permits or suffers to occur any breach or default in the due and punctual observance and performance of the covenants, obligation and provisions of this Agreement or any rule or regulation made hereunder after the Landlord has given fourteen (14) days notice in writing to the Tenant to rectify such breach or default; or

- (h) if an order is made or resolution is effectively passed for the winding up of the Tenant (except for the purposes of reconstruction or amalgamation with the written consent of the Landlord which consent shall not be unreasonably withheld); or
- (i) if the Tenant goes into liquidation or makes assignment for the benefit of or enters into an arrangement or composition with its creditors or has a receiver appointed; or
- (j) if the Tenant is unable to pay its debts within the meaning of the Companies Act, 2016 for the time being in force in Malaysia; or
- (k) if the Tenant is found to be a bankrupt or commits any act of bankruptcy or becomes a bankrupt; or
- (l) if the Tenant dies or becomes insane; or
- (m) if the distress, legal or execution proceedings is levied or commenced against the Tenant by the Landlord or any other party or judgement is entered against the Tenant;

then and in one or more of such events, it shall be lawful for the Landlord at any time to serve a forfeiture notice upon the Tenant pursuant to Section 235 of the National Land Code 1965 and it is hereby mutually agreed that a reasonable time in which to remedy the breach of the subject matter of the forfeiture notice is fourteen (14) days and on the expiration of the period specified in the said forfeiture notice without the breach complained of having been remedied, the Landlord shall forthwith be at liberty to re-enter upon the Demised Premises or any part thereof in the name of the whole and thereupon but without prejudice to the right of action of the Landlord in respect of any breach of the Tenant's covenants and agreements herein contained, this Agreement shall absolutely determine and the Deposit shall be forfeited to the Landlord absolutely and the Landlord shall also be at liberty to enforce at any time thereafter anyone or more of the following remedies:

- (i) to charge interest in accordance with **Clause 6.3** and any other administration charges which may be incurred by the Landlord in respect thereof; and
- (ii) to terminate all services to the Demised Premises including but not limited to the power supply of the lights, water, gas, electricity and air-conditioning.

**15.2** Upon such termination pursuant to the aforesaid **Clause 15.1** or upon the Tenant holding over the Demised Premises after the expiration of the Term of the Tenancy, it shall be lawful for the Landlord at any time thereafter to re-enter upon the Demised Premises and it is further agreed that the Landlord shall forfeit all Deposits paid hereunder, but without prejudice to any action or other remedy which the Landlord has or might or otherwise could have for the recovery of a sum equal to the remainder of the Rental for the whole of the unexpired period of the Term and other loss or damages and arrears as a result of any such event.

**15.3** Upon termination of the Tenancy herein pursuant to **Clause 15.1**, the Tenant shall deliver vacant possession of the Demised Premises to the Landlord in the manner stipulated in

**Clause 11.10 and Clause 11.21(c)** failing which the Tenant shall be deemed to be on the Demised Premises unlawfully.

- 15.4 In the event that the Tenant continues to remain in occupation of the Demised Premises and fails to surrender or yield up unto the Landlord the whole of the Demised Premises or any part thereof or fails to remove all its goods [which expression where hereinafter used shall include personal property of every description] from the Demised Premises after the termination of the Tenancy pursuant to **Clause 15.1 and/or Clause 15.7**, or upon the expiry of the Term of the Tenancy herein stated, the Tenant shall be liable to pay to the Landlord between the date of termination or determination and the date of delivery of vacant possession of the Demised Premises to the Landlord at the rate of two (2) times the amount of the prevailing Rental on a per month basis. All costs and expenses [including legal costs on a solicitor and client basis] incurred by the Landlord in bringing an action for re-possession shall be borne by the Tenant and the Landlord may recover the same from the Tenant forthwith. The Tenant also agrees and undertakes to indemnify the Landlord against all actions, claims, demands, loss, damages, costs and expenses for which the Landlord shall become liable for as a result of the Tenant's failure to surrender the Demised Premises.
- 15.5 On each and every occasion on which the Tenant omits or neglects to pay money or to do or effect anything which the Tenant has herein covenanted to pay do or effect, then it shall be lawful for but not obligatory upon the Landlord [and without prejudice to any rights and powers arising from such default] to pay such money or to do or effect such thing by its architects, consultants, contractors, workmen or agents as if the Landlord were the Tenant and for the purpose of doing or effecting any such thing and the Landlord may recover from the Tenant on demand the amount expenses and costs of such payment doing or effecting forthwith.

**15.6 Removal of Tenant's Property**

- a) Notwithstanding anything to the contrary herein contained and without prejudice to any of the Landlord's other rights and remedies herein contained or otherwise, the Landlord may upon termination of the Tenancy pursuant to the terms and conditions of this Agreement, remove from the Demised Premises any of the Tenant's property and store the same at such location as the Landlord may in its sole discretion determine and at the Tenant's cost. The Landlord will within a reasonable time of such removal notify the Tenant in writing of the removal of the Tenant's property.
- b) In the event that the Tenant has failed to pay the Landlord all monies due to the Landlord pursuant to this Agreement (including but not limited to all expenses of removal and storage) by the date being one (1) month from the date of notice referred to in **Clause 15.6(a)** herein, the Landlord may sell or otherwise deal with that property in such manner and on such conditions as the Landlord may in its absolute discretion determine.
- c) After payment of all expenses from to the proceed of such sale or other dealing, the Landlord may apply the proceed of such sale or other dealing for the payment of any monies due by the Tenant to the Landlord under this Agreement and if there is any surplus, the Landlord will account to the Tenant for that surplus.

### **15.7 Unilateral Termination by Tenant**

In the event the Tenant terminates or attempts to terminate this Agreement before the expiration of the Term granted herein or in the event of its exercise of its option to renew before the expiration of the Term of the renewed Tenancy, then and in such an event the Landlord shall be entitled forthwith to re-enter upon the Demised Premises or any part thereof in the name of the whole and the Landlord shall be entitled to forfeit the Deposit and all the monies paid by the Tenant hereunder and in addition thereto, the Tenant shall forthwith pay to the Landlord a sum equal to the remainder of the Gross Rental for the whole of the unexpired period of the Term granted herein or in the event of the exercise of the option to renew the unexpired period of the Term of the renewed tenancy as agreed liquidated damages but without prejudice to the Landlord's right of action against the Tenant for additional damages for any antecedent breach under this Agreement. Notwithstanding the foregoing, Tenant shall be entitled to find a replacement tenant ("the Replacement Tenant") prior to the termination (subject to the Landlord's approval) to take over the remaining Term or Renewed Term of this Agreement. The Replacement Tenant shall be required to accept the offer for the remaining Term or Renewed Term of this Agreement and all deposits paid by the Tenant shall be treated as paid by the Replacement Tenant.

### **16. DAMAGE TO DEMISED PREMISES**

If during the Term hereby created the Building or any part thereof shall be damaged or destroyed by Force Majeure Event or other cause beyond the control of the Landlord and/or Tenant so as to render the Demised Premises or any part thereof substantially unfit for occupation and use then except where such damage or destruction has been caused by the act or default of the Tenant, its servants, contractors, agents, visitors, invitees or licensees the Rental hereby covenanted to be paid or a fair and just proportion thereof according to the nature and extent of the damage sustained shall be suspended until the Demised Premises shall again be rendered fit for occupation and use and any dispute concerning the amount of Rental to be suspended shall be determined by an independent valuer appointed by the Landlord and the cost and fees whatsoever of the independent valuer shall be borne by the parties hereto equally PROVIDED ALWAYS THAT the Landlord may in its absolute discretion decide that the Demised Premises are so badly damaged that it will demolish and rebuild the Demised Premises instead of repairing the same and in such event the Landlord shall within ninety (90) days after such damage has been sustained give notice in writing to the Tenant of its decision and thereupon this Agreement shall be terminated and the Tenant shall if still in occupation vacate the Demised Premises without compensation from the Landlord save for any antecedent breaches. In the case of damage or destruction as aforesaid the Tenant shall have no claim against the Landlord for delay howsoever caused in repairing and/or rebuilding of the Demised Premises or the Building or any part thereof and nothing herein contained or implied shall be deemed to impose any obligations upon the Landlord to rebuild or reinstate or make fit for occupation the Building and/or the Demised Premises.

### **17. RELOCATION OF DEMISED PREMISES**

- 17.1 If at time during the continuance of the Tenancy, changes to the air-conditioning plant and/or the mechanical and electrical services to and or the design and/or the main structure of the Demised Premises and/or of the Building and/or the pipes, wires, cables or other

apparatus constructed, installed or laid in or under the Demised Premises and/or the Building shall, in the opinion of the Landlord, be further required and, in the opinion of the Landlord the further use of the Demised Premises by the Tenant is not practicable or expedient by reason of the aforesaid changes, then and in any such case, the Landlord shall serve a Relocation Notice of such change[s] upon the Tenant. The Relocation Notice shall specify the location and floor area of the alternative premises and shall provide the particular of the Rental and other charges payable at the relevant rate per square foot of the Net Lettable Floor Area.

- 17.2 In the event the Tenant accepts the alternative premises, the Landlord shall let such alternative premises to the Tenant subject in all respects to the same terms and conditions as are contained in the existing Tenancy save and except for the provisions for the Rental, the Service Charge, other charge and deposits to be calculated based on the new lettable floor area of the alternative premises.
- 17.3 In the event the Tenant rejects or fails to accept the alternative premises within three (3) months from the date of the Relocation Notice, the Tenancy shall be deemed surrendered to the Landlord and the Landlord to have accepted a surrender of the Tenancy and the Landlord shall refund to the Tenant free of interest all of the deposits payable by Tenant under the Tenancy less such sum or sums as may then be due to the Landlord under the Tenancy and the Tenant shall not have any claims whatsoever against the Landlord in respect thereof. For avoidance of doubt, clause 15.7 herein shall not be applicable in the event the Tenancy is surrendered pursuant to this Clause 17.3.

## 18. EASEMENTS

The Landlord hereby grants to the Tenant and its agents, servants, customers and others authorized person by the Tenant in common with the Landlord and all others to whom the Landlord has granted or may hereafter grant the right to use the Common Areas for all proper purpose in connection with the use and enjoyment of the Demised Premises excepting and reserving nevertheless to the Landlord and the tenants and other occupiers of other portions of the Building of which the Demised Premises form part and all other persons entitled thereto:

- 18.1 the free and uninterrupted right to use the pipes for water and drainage and cables for electricity and telephone in, through or under the Demised Premises;
- 18.2 the right to ingress to and from all other portions of the Building over and along all usual entrance and passage ways leading hereto from and over any part of the Demised Premises;
- 18.3 the right of free and uninterrupted passage and running of water and soil in and through the sewers, drains, pipes and channels made or to be made upon, through or under the Demised Premises and the free and uninterrupted use of all gas, electric, telecommunication and other pipes, wires, cables and flues upon, through or under the same;
- 18.4 all rights of light, air and other easements and rights [but without prejudice to those expressly hereinbefore granted to the tenant] now or hereafter belonging to or enjoyed by the Demised Premises from or over any adjacent or neighboring land or building;

- 18.5 notwithstanding **Clause 11.24**, the right at any time during the Term upon the occurrence of any event, which the Landlords shall in its sole and absolute discretion deem as an emergency, to break and enter the Demised Premises;
- 18.6 the right to erect scaffolding for any purpose connected with or related to the Building or the purpose of repairing or cleaning the Building notwithstanding that such scaffolding may temporarily restrict the access to or use and enjoyment of the Demised Premises;
- 18.7 the right at any time without the same constituting an actual or constructive eviction of the Tenant therefore to construct, maintain and operate lighting facilities and landscaping facilities, to change the arrangements, character, use and/or location of entrance, passage ways, doors, doorways, partitions, corridors, landings, staircases, lobbies, lifts, escalators, toilets, landscaping or the Common Areas or any services or apparatus serving the Building, construct building or improvements on the Common Areas, increase or decrease the size of the Common Areas, change the direction and means of access to them in any way or manner which the Landlord may choose and to change the name, number or designation by which the Building is known; and
- 18.8 the full right and liberty to build or rebuild or alter any structures within or adjoining the Building or any adjacent or neighboring land or building in any manner whatsoever and to let the same for any purpose or otherwise deal therewith notwithstanding the same may obstruct, affect or interfere with the amenity of or access to the Demised Premises or the passage of the light or air to the Demised Premises is in any such case thereby diminished or any other liberty, easement, right or advantage belonging to the Tenant is thereby diminished or prejudicially affected.

## **19. SEVERABILITY**

In the event one or more of the provisions contained in this Agreement should prove to be invalid, illegal and/or unenforceable in any respect, such invalidity illegality and/or unenforceability shall not in any way affect and/or impair the remaining provisions contained herein.

## **20. CHANGES IN CONSTITUTION OF TENANT**

- 20.1 Where the Tenant is a corporation the Tenant acknowledges that the Tenancy hereby granted to the Tenant as it is presently constituted by its existing shareholders.
- 20.2 The Tenant agrees and covenants that any of the following matters shall require written notification to the Landlord:
- a) any change in the existing shareholding structure of the Tenant including without limitation, the sale, transfer or assignment of beneficial interests in shares whether for consideration or otherwise; or
  - b) any change of shareholders of the Tenant that materially affect the Tenant's business; or
  - c) any change in the control of the Tenant or voting rights of the existing shareholders and for the purposes of this sub-clause, "control" shall mean the power to appoint or cause to be appointed a majority of the directors of the Tenant or the power to make

or cause to be made, decisions in respect of the business or administration of the Tenant and to give effect to such decisions or cause them to be given effect to.

20.3 The Tenant shall promptly notify the Landlord in writing of any change as stipulated in Clause 20.2

20.4 The Tenant shall make available to the Landlord or its authorised representatives all corporate books or records of the Tenant for inspection at all reasonable times, to ascertain where possible whether there has been a change of control of the Tenant as stipulated in Clause 20.2 and whether the Tenant has complied with the terms and conditions of this Agreement and the rules and regulations in the Sixth Schedule as are for the time being in force

## **21. FINANCING AND/OR OTHER INTERESTS**

### **21.1 Financing**

- a) The Tenant acknowledges that the Landlord has or intends to obtain finance for the maintenance and construction of the Building by any method that the Landlord in its sole and absolute discretion deems fit, including but not limited to:
  - i. granting a charge over the land on which the Building is located to a lender as security; and/or
  - ii. assigning the Landlord's rights under this Agreement; and/or
  - iii. adopting such other suitable methods of raising finance as the Landlord in its sole and absolute discretion sees fit.
- b) The Tenant must co-operate in good faith with the Landlord and execute such documents and take such action as may be reasonably required to give full effect to the provisions of Clause 21.1 (a)

### **21.2 Entitlement To Rental**

- a) If anyone other than the Landlord becomes entitled to receive the Rental and the Service Charge, either by operation of law or otherwise, that person will have the benefit of all covenants and agreements on the part of the Landlord under this Agreement.
- b) The Tenant, at the cost of the Landlord, will enter into whatever reasonable covenants the Landlord requires with that other person to give effect to Clause 21.2 (a).

## **22. GENERAL**

### **22.1 Preservation Of Rights**

Without prejudice to the rights, powers and remedies of the Landlord otherwise under this Agreement any acceptance of Rental or any other payment or payment of interest and/or penalty by the Landlord from the Tenant shall not affect or be deemed to be a waiver of any rights powers and/or remedies of the Landlord herein stated. The rights of the Landlord under this Agreement may be exercised by the Landlord at any time and at the absolute

election of the Landlord- any failure to exercise or any delay in exercising any of such rights shall not operate as a waiver of such rights nor shall the Landlord be considered to be guilty of any delay, laches or acquiescence in such respect. Any defective or partial exercise of any of such rights shall not preclude any other or further exercise of that any other rights and no act or course of conduct or negotiation on the Landlord's part shall in any way preclude it from exercising any such right or constitute a suspension or any variation of any such right.

#### **22.2 Sale Disposal Transfer, Etc**

The Landlord shall at its absolute discretion be at liberty to sell, transfer, dispose off or assign the Demised Premises, whether in whole or in part, to any party or parties during the Term of the Tenancy hereby created.

#### **22.3 Changes To Plans, Etc**

The Landlord shall have the right to make such changes to or deviations from the said plans and/or to the facade of the Building as shall be required by any Appropriate Authority or as shall in the opinion of the Landlord's consultants be deemed necessary.

#### **22.4 Change Of Name**

The Landlord shall have the absolute right to vary, amend and/or modify the name of the Building without giving any reason or notice to the Tenant and the Tenant shall agree to and accept the name so varied, amended and/or modified without any objection whatsoever.

#### **22.5 Waiver**

In addition to Clause 22.1, no waiver by the Landlord of any breach of any covenants, obligation or provision in this Agreement contained or implied shall operate as a waiver of another breach of the same or of any other covenants, obligation or Agreement contained or implied.

#### **22.6 Service of Notices**

- a) Any request or notice or document required to be given or served hereunder or relating to this Agreement shall be in writing duly signed by authorized signatory of the party issuing such request or notice or, in the event of any legal action or proceedings in respect of this Agreement being begun, any writ, summons or other legal process relating to such legal action or proceedings may be affected and shall be sufficient service on a party if:
  - i)(a) If delivered by hand, on the day of delivery; and
  - i)(b) If sent by prepaid registered post, five (5) days after the same shall have been posted.
- b) Notwithstanding anything to the contrary herein contained, any notice or document or in the event of any legal action or proceedings in respect of this Agreement being begun, any writ, summons or other legal proceed relating to such legal action or proceedings required to be given by the Landlord to the Tenant may be served upon the Tenant either personally or by leaving the same at the Demised Premises (whether or not the

Tenant is still occupying the Demised Premises or had absconded) or at his last known place of abode or place of business.

- c) Any change of address by either party shall be communicated to the other by way of written notice.

#### **22.7 Costs Of Agreement**

The Tenant shall pay its costs of preparation and completion of this Agreement together with any stamp duty registration fees. The Tenant shall also be liable for the solicitor and client cost in respect of any legal proceedings instituted by the Landlord against the Tenant in enforcement of any of the provisions of this Agreement.

#### **22.8 No Amendment**

No amendment modification termination or waiver of any of the provisions of this Agreement nor consent to any departure by the Tenant there from shall be effective unless the same shall be in writing and signed or executed by the Landlord and then any such amendment modification termination waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given. No notice to or on the Tenant in any case shall entitle the Tenant to any other or further notice in similar or other circumstances.

#### **22.9 Personal Data Protection Act 2010**

- (a) In the event any Personal Data is disclosed, provided and shared between the parties (including, where applicable, the parties' directors, shareholders, employees, officers, office holders, agents, contact persons, representatives and authorised persons) pursuant to this Agreement, the parties hereby undertake, represent and agree to comply with other applicable legislations and regulations relating to data protection, including but not limited to the Personal Data Protection Act 2010.
- (b) The meaning of Personal Data shall be that as contained in the Personal Data Protection Act 2010.
- (c) The parties further acknowledge and agree that any consent given pursuant to this Agreement in relation to personal data shall survive death, incapacity, bankruptcy or insolvency of any such individual and the termination or expiration of this Agreement for any reason whatsoever.

#### **22.10 Force Majeure Event**

- (a) Force Majeure shall be understood to mean and include damages or delay caused by acts of God, acts or regulations or decrees of any government, natural phenomena (such as earthquakes, floods, fires), strikes, riots, wars, shipwrecks, freight, embargoes, diseases, civil commotion or armed conflict, terrorist action or the threat of any of the foregoing, Movement Control Orders and/or Lockdowns, Public Health Emergence, Communicable Disease Outbreak, Virulent disease, Epidemic or Pandemic or any other act or other causes, PROVIDED ALWAYS that they were unforeseeable, unavoidable, insurmountable, non-attributable to and beyond the reasonable control and/or actual control of the Parties and which prevented the total carrying out of any

obligation under the contract. Provided that the force majeure shall not be a defence or failure on the part of either party to pay any amounts provided herein.

- (b) In the event of force majeure, the party whose performance is delayed or prevented from performance shall notify the other party in writing as soon as possible but in any event within seven (7) days of such force majeure and such notice shall include an estimate of the duration of the delay.
- (c) For the duration of the force majeure, both parties' rights and obligations will be suspended. In the event that the force majeure situation continues for or is expected to last more than six (6) calendar months, either party is entitled to terminate this Agreement by notice in writing to the other party.
- (d) The Parties hereto agree to use commercially reasonable efforts and to cooperate in the good faith to resolve any issue that arises in connection with a suspension of the provision under this Agreement that may be fair and reasonable.

#### **22.11 Anti-Money Laundering Laws**

- (a) At all times during the term of this Agreement, the Parties shall ensure that they are never and would not:
  - (i) engage, directly or indirectly, in a transaction that involves proceeds of any unlawful activity;
  - (ii) acquire, receive, possess, disguise, transfer, convert, exchange, carry, dispose, use, remove from or bring into Malaysia proceeds of any unlawful activity; or
  - (iii) conceal, disguise or impede the establishment of the true nature, origin, location, movement, disposition, title of, rights with respect to, or ownership of, proceeds of any unlawful activity.
- (b) In any event, the Parties shall ensure that this Agreement shall not be used for any purpose that may contravene any legal activities as stipulated under all applicable laws relating to anti-money laundering or combating the financing of terrorism, which may include the Malaysian Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 and any other applicable laws in any jurisdiction.

#### **22.12 Anti-Bribery and Anti-Corruption Laws**

- (a) Each Party represents and warrants to the other Party that neither it nor any of its employees, agents, or other representatives has or will perform any of the following acts, either directly or through a third party, in connection with this Agreement:
  - (i) pay, offer or promise to pay, or authorize the payment of, any money;

- (ii) give or promise to give, or authorize the giving of, any services or anything else of value; or
- (iii) enter into any other transactions, to or with any official or employee of any governmental authority or instrumentality, or of a public international organization, or of any agency or subdivision thereof, or to any political party or official thereof or to any candidate for political office, in each case for the purpose of: (1) influencing any act or decision of that person in his/her official capacity, including a decision to fail to perform his/her official functions with such governmental agency or instrumentality or such public international organization or such political party; (2) inducing such person to use his/her influence with such governmental agency or instrumentality or such public international organization or such political party to affect or influence any act or decision thereof; or (3) securing any improper advantage, for the prevention of fraud, bribery and corruption, racketeering, money laundering or terrorism, and product safety, including all applicable laws relating to anti-bribery, anti-corruption or anti-kickbacks, which may include the Malaysian Anti-Corruption Commission Act 2009 and any other applicable laws in any jurisdiction.

## 23. SPECIAL CONDITIONS

IT IS HEREBY EXPRESSLY AGREED BY THE PARTIES HERETO THAT THE "SPECIAL CONDITIONS" annexed hereinafter in the Second Schedule (if any) 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 23 inclusive aforesaid.

*(The remainder of the page is left intentionally blank)*

IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and year written in Part 1 of the First Schedule.

#### THE LANDLORD

The Common Seal of  
**JOHOR LAND BERHAD**  
(12379-K)

For and on behalf of the abovenamed  
Landlord in the presence of:



**ZAMRI YUSOF**  
NRIC: 700625-03-5789  
DIRECTOR

Director/Authorised Signatory



Director/Secretary/Authorised Signatory

**HASLINDA HTE MOHD NDAH**  
Beliausaha/Secretary  
No. LKSN: LD 0003T  
No. Np: 881212-01-8998

#### THE TENANT

The Common Seal of  
**RL PRIMA CONSULT SDN BHD**  
(199501034014 (363216-D))

For and on behalf of the abovenamed  
Tenant in the presence of:



\*Director/Secretary/Authorised Signatory  
Name: **DATUK DR. ABDUL LATIF MOHD SGM**  
NRIC No.: **Executive Chairman**

**550320-08-6791**  
RL PRIMA CONSULT SDN BHD  
Company No. 199501034014 (363216-D)  
Consulting Engineer  
No. 23-L, Jalan Ceylan 6/27  
Salipon 5, Kota Damansara  
47820 Puchong Jaya, Selangor Darul Ehsan  
Tel: 03-89257618 (A Line) Fax: 03-89257618



\*Witness  
Director/Secretary/Authorised Signatory  
Name: **H. DR. HJ. SALSIN B. SALLEH**  
NRIC No.: **Executive Director**

**606948-01-8971**  
RL PRIMA CONSULT SDN BHD  
Company No. 199501034014 (363216-D)  
Consulting Engineer  
No. 23-L, Jalan Ceylan 6/27  
Salipon 5, Kota Damansara  
47820 Puchong Jaya, Selangor Darul Ehsan  
Tel: 03-89257618 (A Line) Fax: 03-89257618

### FIRST SCHEDULE

| Part | Item                                                    | Particulars                                                                                                                                                                                                                                                                                                 |
|------|---------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1    | Date of this Agreement                                  | <b>25 APR 2024</b>                                                                                                                                                                                                                                                                                          |
| 2    | Name and Address, of Landlord                           | <b>JOHOR LAND BERHAD (11379-K)<br/>KOMPLEKS MUTIARA JOHOR LAND<br/>Jalan Bukit Mutiara, Bandar Dato' Onn<br/>81100 Johor Bahru<br/>Johor Darul Ta'lim</b>                                                                                                                                                   |
| 3    | Name and Address, of Tenant                             | <b>KL PRIMA CONSULT SDN BHD (199501034014 (363216-D))<br/>No. 13-1, Jalan Cecawi 6/13,<br/>Seksyen 6 Kota Damansara,<br/>Petaling Jaya,<br/>47810 Selangor,<br/>Malaysia</b>                                                                                                                                |
| 4    | Demised Premises                                        | <b>SUITE 10-01, LEVEL 10<br/>MENARA LAND<br/>Johor Bahru City Centre (JBCC)<br/>Jalan Tun Abdul Razak<br/>80000, Johor Bahru, Johor</b>                                                                                                                                                                     |
| 5    | Lettable Floor Area                                     | The total area consist of -<br><b>1,540 sq. ft</b>                                                                                                                                                                                                                                                          |
| 6    | Term of Tenancy                                         | <b>Two (2) years from the Commencement Date of Tenancy.</b>                                                                                                                                                                                                                                                 |
| 7    | Commencement Date of Tenancy, Service Charge and Rental | (i) Commencement of Tenancy : <b>1<sup>st</sup> April 2024</b><br>(or any other date to be mutually agreed)<br>(ii) Commencement of Service Charge : <b>1<sup>st</sup> April 2024</b><br>(or any other date to be mutually agreed)<br>(iii) Commencement of Gross Rental : <b>1<sup>st</sup> April 2024</b> |
| 8    | Expiry Date of Tenancy                                  | <b>31<sup>st</sup> March 2026</b>                                                                                                                                                                                                                                                                           |
| 9    | Security Deposit                                        | <b>RM 19,404.00</b>                                                                                                                                                                                                                                                                                         |
| 10   | Utilities Deposit                                       | <b>RM 3,234.00</b>                                                                                                                                                                                                                                                                                          |
| 11   | Rental Rate/Monthly Rental                              | <b>RM 4,158.00</b><br><br><b>RM 2.70 per square foot per month for the Lettable Floor Area</b>                                                                                                                                                                                                              |
| 12   | Service Charge                                          | <b>RM 2,310.00</b><br><b>RM 1.50 per square foot per month for the Lettable Floor Area</b><br><b>excluding water and electricity charges.</b>                                                                                                                                                               |

|    |                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|----|-------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 13 | Fit-Out Deposit                     | RM5,000.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 14 | License Period                      | The License Period shall commence on the Handover Date (1 <sup>st</sup> March 2024) or any other date to be mutually agreed and expiring one (1) month therefrom or any other date to be mutually agreed.                                                                                                                                                                                                                                                                                                    |
| 15 | Rent-Free Period                    | NOT APPLICABLE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 16 | Use of Premises                     | Office                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 17 | Trade or Business Name              | KL PRIMA CONSULT SDN BHD                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 18 | Business Hours                      | Five (5) days a week: Monday to Friday<br>8.00 a.m. to 5.30 p.m.                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 19 | Option to Renew                     | ONE (1) YEAR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 20 | Renewal Rates                       | <u>Second Term</u><br><br>Capped at 20% increase on the rental stipulated in the Principal Term. The Security Deposits (as hereinafter defined) will then be adjusted accordingly consequent to each adjustment of the Gross Rental or part thereof in accordance with the provisions of the Tenant Agreement.                                                                                                                                                                                               |
| 21 | Fit Out Fees                        | RM1,000.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 22 | Limit of Public Liability Insurance | Refer to Third Schedule.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 23 | Restoration Deposit                 | RM5,000.00<br><br>Subject to Clause 10.4 and without prejudice to any other rights of the Landlord under this Agreement, the Landlord shall be entitled to transfer and/or convert the Fit-Out Deposit to Restoration Deposit and thereupon the Tenant shall in the event of a shortfall between the Fit-Out Deposit and Restoration Deposit ("the Shortfall") and upon the request of the Landlord, deposit with the Landlord within seven (7) days from the date of the Landlord's request such shortfall. |
| 24 | Mail Box Deposit                    | RM100.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

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## **SECOND SCHEDULE**

### **SPECIAL CONDITIONS**

#### **1.0 Early Completion of License Period**

In the event the Tenant completes the renovation of fit out works prior to the expiry of the License Period, the following event shall take place:

i. Should the fit-out works is completed before the expiry of the License Period and the Tenant intends to commence business at the Demised Premise, the Tenancy shall commence a day after the completion of the fit out works (for the purpose of this item, the Tenant shall issue a letter to the Landlord). This interim period will be regarded as a distinct temporary tenancy, separate from the official Commencement Date of the tenancy.

ii. the Landlord agrees to provide reasonable services of the buildings (including but not limited to air-conditioning and cleaning of common areas), a charge of RM1.50 per sq ft as Services Charges will be imposed on a daily pro-rated basis, for or in the duration beginning on the date of the intended commencement of the Tenant's business at the Demised Premise until the Commencement Date of Tenancy.

### **THIRD SCHEDULE**

1. The provision of the contractor's All Risk and public liability insurance policy shall include the coverage amounting not less than the quantum categories in accordance to the tenanted areas as follows: -

| <b>Tenanted Areas</b>                   | <b>Amount of Public Liability Coverage (RM)</b> |
|-----------------------------------------|-------------------------------------------------|
| a) For Areas not exceeding 1,000 sq ft  | RM500,000.00 per incident                       |
| b) For Areas 1,001 sq ft to 3,000 sq ft | RM750,000.00 per incident                       |
| c) For Areas exceeding 3,001 sq ft      | RM1,000,000.00 per incident                     |

The above stipulated amount for public liability coverage shall be unlimited to the number of incident(s).

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## FOURTH SCHEDULE

### FLOOR PLAN

The basis of area calculation is from the centre of the walls inclusive of all structure, columns and pillars within the Demised Premises. In the event there shall be any difference between the Lettable Floor Area and the actual area of the Demised Premises ("the Actual Lettable Floor Area") after final survey conducted by a qualified building surveyor (jointly appointed by the Landlord and Tenant upon Tenant's request and at the Tenant's costs and expense), the Tenant shall not be entitled to any claim or compensation nor shall the Tenant be entitled to withdraw from this Tenancy provided that in the event the Actual Lettable Floor Area of the Demised Premises is in excess of the area herein stated, the monthly Rental calculated shall be adjusted accordingly.



SUITE 10-01, LEVEL 10

## FIFTH SCHEDULE

### LANDLORD/TENANT PROVISIONS

| 1) General Construction |                                                                                                                                   |                                                                                                                   |
|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|
|                         | LANDLORD                                                                                                                          | TENANT                                                                                                            |
| Tenant Lease Line       | The line between the Tenant's leased premises and the building common area.                                                       | Tenant Work must be limited to the Tenant's side of the Lease Line.                                               |
| Closure                 | Not provided                                                                                                                      | New Closure must be supplied and installed by Tenant.                                                             |
| Demising wall           | Demising wall will be gypsum board with rockwood finish type construction, built by Landlord, ready to receive Tenant's finishes. | Tenants must finish their side of the demising walls, subject to the Landlord's approval, up to the demising cap. |
| Access panel            | Provided each at main entrance at every level                                                                                     | Not Provided                                                                                                      |
| Bulkheads               | Not Provided                                                                                                                      | All other work which may be necessary to enable the tenant commences trading.                                     |
| a) Floor                | Concrete Finish                                                                                                                   | To provide all finishes and coverings floor finish is 50mm or more above structural floor finish provided         |
| b) Floor Loading        | impose load 2.5 kn/m <sup>2</sup>                                                                                                 | Design load to suite provisions.                                                                                  |
| c) Structural Column    | Plastered                                                                                                                         | As Above                                                                                                          |
| d) Suspended Ceiling    | Plastered Boral board                                                                                                             | Any amendments subject to Landlord's approval                                                                     |
| e) Walls                | Brick work or plaster finish                                                                                                      | All other work which may be necessary to enable the tenant commence business.                                     |

| 2) Services                               |                                                             |                                                                                                                                                                                                                                            |
|-------------------------------------------|-------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| a) Electricity                            | Sufficient power supply for tapping-off at the demised line | All other work which may be necessary to enable the tenant to commence trading.<br><br>Apply to MENARA LAND Centre Management for electricity meter in the Demised Premises and pay the appropriate deposit for the supply of electricity. |
| b) Fiber/Telephone                        | One (1) pair                                                | All other work which may be necessary to enable the tenant to commence business.                                                                                                                                                           |
| c) Air-Conditioning                       | Centralize Air-Conditioning supply                          | Any amendments subject to Landlord's approval                                                                                                                                                                                              |
| d) Lighting                               | -TS Bulbs<br>-Lighting Censor                               | Any amendments subject to Landlord's approval                                                                                                                                                                                              |
| e) Fire-Fighting                          | First layer sprinkler base on open plan concept             | Second layer as per Buraba requirements                                                                                                                                                                                                    |
| f) Sanitary & plumbing                    | Provided for selected Tenants only                          | All other work which may be necessary to enable the Tenant to commence trading.<br><br>Apply to the MENARA LAND Centre Management for water meter in the Demised Premises and pay the the appropriate deposit for the supply of water.     |
| g) Sewerage System and grease interceptor | Not Provided                                                | To provide all discharged lines to grease interceptor if required, and final connection (s) to the main discharge line.                                                                                                                    |

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## **SIXTH SCHEDULE A**

### **RULES AND REGULATIONS OF THE BUILDING**

#### **1. Obstruction Of Common Areas, Sky Lights**

- (a) The walkways, pavement, entrances, passages, courts, corridors, service-way, vestibules, halls, roads, docks, stairways, elevators, hoists, escalators, fire or escape doors or other parts of the Common Areas or any appurtenances or conveniences thereto shall not be obstructed at any time.
- (b) The Tenant shall not in any way cover or obstruct any lights, sky-lights, windows or other means of illuminators of the Common Areas or of the Building generally.

#### **2. Storage of Materials/Substance**

- (a) The Tenants shall not throw or permit to be thrown or to be dropped or to fall any articles or substance whatsoever from or out of the Demised Premises or the Common Areas or any part thereof and shall not place upon any sill ledge or other like part of the Demised Premises or the Common Areas any articles or substance.
- (b) Combustible materials and substances which may give rise to smoke, fumes or obnoxious smells, gases which are injurious to health and explosives of any nature shall not be kept, stored or used in the Demised Premises and the Building.

#### **3. Ceiling and Floor Loading**

- (a) The Tenant shall not bring or permit to remain upon the Demised Premises or any part of the Building any item, fitting, plant or equipment which might overload the structure of any part of the Demised Premises or the Building or which might otherwise cause structural stress or damage to the Demised Premises or the said Building or which might cause or contribute to or constitute a fire hazard or other hazard to the health and safety of any person or property or which might interfere with, overload or damage any services or service systems.
- (b) The Tenant shall not without the written approval of the Landlord to suspend anything from the ceiling of the Demised Premises.
- (c) The Landlord may consult and obtain the advice of an engineer or other person in relation to the loading proposed by the Tenant and the Tenant shall repay to the Landlord on demand the fees of such engineer or other person.

#### **4. Security Of Demised Premises**

- (a) The Tenant will use its best endeavors to protect and keep safe the Demised Premises and any property contained therein.
- (b) The Landlord will provide keys for locks on doors or other openings of the Demised

Premises and the Tenant will return to the Landlord on the determination of the Agreement all such keys and shall not permit the same at any time to come into possession or control of any person other than the Tenant its servants or agents.

- (c) All doors, windows and other openings of the Demised Premises shall be securely fastened on all occasions when the Demised Premises are left unoccupied and the Landlord reserves the right by its agents, caretaker, employees, servants and workmen to enter and fasten the same if left insecurely fastened.
- (d) The Tenant shall not open any windows except for the purposes of cleaning and save during breakdown of the air-conditioning plant.

## 5. Security and Fire Alarms

- (a) The Tenant shall permit the duly authorized employees and agents of the Landlord to enter the Demised Premises upon reasonable notice during the Business Hours accompanied by an employee of the Tenant for the purpose of servicing and maintaining the intruder and fire alarm systems in the Building Provide that the Landlord shall cause as little disturbance as possible and shall make good any damage to the Demised Premises or to any furniture fittings stock or equipment in the Demised Premises caused by such entry.
- (b) The Tenant shall permit the duly authorized employees and agents of the Landlord to have such access to the Demised Premises as may be required in the event of an intruder alarm call.
- (c) The Tenant shall maintain repair and when necessary renew the intruder and fire alarms and ancillary equipment installed in the Demised Premises.
- (d) The Tenant shall provide and install a 10-pound ABC type fire extinguisher for every 50sqm area, strategically located at 23-meter travel distance from the exit points. The fire extinguisher shall be maintained/refilled by unit owner whenever necessary and shall be made available for every inspection.
- (e) The Tenant shall not install or maintain in the Demised Premises any equipment or apparatus which:
  - (i) is intended to be an extension of the intruder alarm or fire alarm systems and to be connected to either such system other than such apparatus or equipment as is compatible with the equipment of such systems and that has been approved by the landlord; or
  - (ii) which may affect the performance of the intruder alarm or fire alarm systems.
- (f) The Tenant shall not make any connection to such systems without the prior written approval of the Landlord.
- (g) The Tenant shall not employ any security guard[s] to guard the Demised Premises or any part of the Building at any time during the Term of the Tenancy without the prior written approval of the Landlord and in the event that the Landlord shall give the said approval, the Landlord shall not be liable for any act, omission or negligence of the security guards[s]

Tenant shall observe and comply with all such directions, and any costs and expenses incurred for such professional services shall be borne by the Tenant.

9. Entry by Landlord

The Tenant shall permit the Landlord, their agents or servants as and when the Landlord deems necessary or desirable to enter upon the Demised Premises or any part thereof for the purpose of making or carrying out repairs, renovations, maintenance, alterations or any other work whatsoever to the Demised Premises or to any part thereof including but not limited to structural alterations, conversions or improvements or other works, laying and fixing and leading through the Demised Premises all such wires and cables for electricity and pipes for water, gas and sewerage as the Landlord may from time to time require to be laid and fixed in and led through the Demised Premises for the general purpose of repairing, removing and replacing all or any of the said wires, cables and pipes and replacing all or any of the said wires, cables and pipes and of attending to air-conditioning equipment Provided Always that the Landlord shall except in the case of urgency for the purpose of protecting the safety of the Demised Premises give to the Tenant reasonable notice of the intention of the Landlord, their agents or servants to be accompanied by a representative of the Tenant.

10. Prohibitions Against Musical/Broadcasting Instrument/Vehicle/Animal

- (a) The Tenant shall not bring or permit any person to bring or leave in or about the Building any bicycle or similar machine or any animal or play or permit any person to ply any musical instrument in or about the Demised Premises
- (b) the Tenant shall not erect or place within or without the Demised Premises any radio or television aerial or antenna or any loudspeakers, screens or similar devices or equipment.
- (c) the Tenant shall not use or permit to be used any radio, gramophone, television or other media or equipment likely to be heard or seen or experienced from outside the Demised Premises (d) The Tenant shall not install or use in or upon the Demised Premises and equipment or apparatus which causes noise or vibration which can be heard or felt in, nearby or outside the Demised Premises.
- (e) The Tenant shall not display any flashing lights in the Demised Premises that can be seen from outside the Demised Premises nor to display any other lighting arrangement that can be seen from outside the Demised Premises if the Landlord shall in its absolute discretion consider such lighting to be undesirable and shall give notice to the Tenant to that effect.

14. Use of the Building's Facilities

The Tenant shall not use or permit nor suffer to be used the facilities in the Demised Premises or the Common Areas including but not limited to the gardens, pantries, lavatories, toilets, sinks, drainage, and other plumbing facilities for any purposes other than those for which they were constructed or provided for and shall not deposit or permit to be deposited therein any sweepings, rubbish or other matter and any damage thereto caused by misuse shall be made good by the Tenant forthwith.

15. Use of Demised Premises

- (a) The Tenant shall not install or erect or display any religious altar or religious item or to burn incense or any religious item or make religious offerings in the Demised Premises or in the Common Areas.
- (b) The Tenant shall not do or omit or suffer to be done or omitted any act matter or thing whatsoever in or upon or about the Demised Premises or the Building or any part thereof which is or shall or may be or grow to the annoyance, nuisance, grievance, damage or disturbance of other lessees or tenants of the Building or persons otherwise lawfully therein or occupiers or owners of any adjacent premises.

16. Lifts

- (a) The Landlord shall not be under any liability to the Tenant or to any other person arising from any inability or failure on the part of the Landlord to operate or maintain any lifts or escalators installed in the Building at any time or times for any reason whatsoever and to the extent to which the Landlord has control over the same the use and operation of such lifts and escalators shall at all times be at the discretion of the Landlord.
- (b) The Tenant shall not convey or carry goods and baggages in the passenger lifts or escalators except in the service/goods lifts and any other lifts designated by the Landlord for such purpose.
- (c) The Tenant shall not deface or cause or permit any damage or deface any part of the lifts or escalators passages, escalators, staircases, landings or other part of the Building while moving any goods or other things whatsoever and shall forthwith repair and make good such damage or defacement or pay the Landlord on demand the costs of making good such damage and/or defacement.
- (d) Any delivery or consignment of goods in bulk having a dimensional height and width greater than 2.1 metres X 1.5 metres respectively and weighing in excess of 1,360 kilograms (including passengers) and which are to be transported via the service/goods lifts and/or any other lifts designated by the Landlord pursuant to rule 21 (b) above for the purpose of conveying or carrying goods and baggages shall be carried out by the Tenant, its servants or agents only before 8.30 a.m. and after 10.00 p.m. or such other hours as may be designated by the Landlord.

23. Fire Regulations And Equipment

The Tenant shall at its own cost and expense provides and installs fire extinguishers at the Demised Premises and such fire extinguishers shall be maintained in accordance with the requirements of the Jabatan Bomba Malaysia.

24. Agreements With Third Party

The Tenant hereby acknowledges and agrees that it shall not involve the Landlord in any agreements entered into by the Tenant with any third party in respect of any supply of goods or services to the Demised Premises.

25. Compliance with Welfare Regulation

The Tenant shall comply with the provisions for the health, safety and welfare of persons employed to work in the Demised Premises laid down by any law in force and any regulations there under for the time being in force.

26. Regulation

The Tenant shall comply with all regulations made by the Landlord from time to time for the management of the building and notification to the Tenant in writing provided that nothing in the regulations shall purport to amend the terms of this Tenancy and in the event of any inconsistency between the terms of this Tenancy and the regulations, the terms of this Tenancy shall prevail.

\*\*\*The rest of this page is left blank intentionally\*\*\*

## SEVENTH SCHEDULE

### LETTER OF OFFER

Our ref : (03) DAS8PM/MUL/KPCS8/Suite 10-01/1,340/2024  
Date : 20<sup>th</sup> February 2024

**KL PRIMA CONSULT SDN BHD** (199501034014 (363216-D))  
No. 13-1, Jalan Cecawi 6/33,  
Seksyen 6 Kota Damansara,  
Petaling Jaya,  
47810 Selangor,  
Malaysia

Dear Sir/Madam,

|                         |                                                                                                    |
|-------------------------|----------------------------------------------------------------------------------------------------|
| <b>RE</b>               | <b>: LETTER OF OFFER FOR TENANCY</b>                                                               |
| <b>Landlord</b>         | <b>: JOHOR LAND BERHAD (12379-K)</b>                                                               |
| <b>Managing Agent</b>   | <b>: DAS8 PROPERTY MANAGEMENT SDN BHD (201001022192 (905962-U))</b>                                |
| <b>Tenant</b>           | <b>: KL PRIMA CONSULT SDN BHD (199501034014 (363216-D))</b>                                        |
| <b>Demised Premises</b> | <b>: SUITE 10-01, LEVEL 10, MENARA JLAND<br/>JOHOR BAHRU CITY CENTRE, 80000 JOHOR BAHRU, JOHOR</b> |

We refer to the above matter and wish to thank you for your interest in our office space at Menara Jland, Johor Bahru City Centre, Johor.

We are pleased to offer you the following terms and conditions for your consideration:

- Landlord/Licensor** : **JOHOR LAND BERHAD (12379-K)**  
Kompleks Mutiara Johor Land  
Jalan Bukit Mutiara  
Bandar Dato' Onn  
81100 Johor Bahru  
Johor Darul Ta'zim
- Tenant/Licensee** : **KL PRIMA CONSULT SDN BHD (199501034014 (363216-D))**  
No. 13-1, Jalan Cecawi 6/33,  
Seksyen 6 Kota Damansara,  
Petaling Jaya,  
47810 Selangor,  
Malaysia
- Demised Premises** : **SUITE 10-01, LEVEL 10  
MENARA JLAND  
Johor Bahru City Centre (JBCC)  
Jalan Tun Abdul Razak  
80000, Johor Bahru, Johor**

- 
4. **Net Lettable Area**
- :- The total area 1,540 sq. ft  
The Floor Plan is attached in Appendix A hereinafter.
  - The above estimated net lettable area ("NLA") will be subject to final on-site measurement.
5. **Term of Tenancy**
- (a) **Principal Term**
    - :- One (1) Term of Two (2) years commencing from Commencement Date of Tenancy (as defined in Item 9).
  - (b) **Renewal Terms**
    - :- Renewal one (1) Term of One (1) year as follows:  
  
**Second Term**  
The Second Term shall commence on the first day after the expiry of the Principal Term and shall expire one (1) year therefrom.  
  
This Renewal Term(s) is subject to the Tenant having paid all the Rental for the period of the Principal Term/Renewal Term(s) hereby reserved and performed the covenants and stipulations on the part of the Tenant to be observed and performed up to the expiration of the Principal Term/Terms(s) hereby granted SUBJECT further to a Renewal Rates as stipulated in Item 6.
6. **Renewal Rates**
- :- **Second Term**  
  
Capped at 20% increase on the rental stipulated in the Principal Term. The Security Deposits (as hereinafter defined) will then be adjusted accordingly consequent to each adjustment of the Gross Rental or part thereof in accordance with the provisions of the Tenant Agreement.

---

**7. Conditions precedent**

The following are conditions precedent for the tenancy (collectively, "Conditions Precedent") :

- i. The Tenant's due execution of the Landlord's Tenancy Agreement to be provided by the Landlord on terms and conditions as mutually agreed between the parties (containing the terms and conditions of this letter of offer) for the tenancy of the Premises ("Tenancy Agreement");
- ii. The Tenant's payment in full in the manner prescribed in the Schedule of Payments stipulated in Appendix D (1) and Appendix D (2) hereinafter prior to the Handover Date;
- iii. Receipt by the Landlord of a certified true copy each of the Tenant's corporate documents (namely, its Memorandum and Articles of Associations, its Forms 8, 9 and 13 (as applicable) and 24 of the Companies Act 1965 ("Act") and its latest Forms 44 and 49 of the Acts, as well as a valid and subsisting Board of Directors' resolutions of the Tenant authorising, inter alia, the Tenant's acceptance and execution of this letter of offer and the Tenant's entry into and execution of the Tenancy Agreement on the terms and subject to the conditions therein;
- iv. Receipt by the Landlord of all such other forms and documents which are required to be delivered by the Tenant pursuant to the provisions of the Tenancy Agreement.

**8. Handover Date**

Handover Date of the Premises for the purposes of the fit-out works shall be on 1<sup>st</sup> March 2024 or any other date to be mutually agreed subject always to the following conditions being fulfilled:

- i. The fulfillment of all the Conditions Precedent to the Licensor's satisfaction; and
- ii. The Licensor's approval being granted in respect of the Licensee's fit-out plans.

For the avoidance of doubt, the Licensee shall be obligated to take up insurance for the fit out works, to pay all utility and data charges incurred by the Licensee in respect of the Premises during the License Period. The Licensee shall be subjected to comply with the Licensee's Fit Out Compliance.

Upon fulfillment all of the above, a joint inspection at the demised premises shall be held between the Licensee, the Licensee's

Contractor together with Licensor's representative and thereafter the Licensee shall be allowed to take possession of the Demised Premises (Notice of Handover).

9. **Commencement Date of Tenancy** : 1<sup>st</sup> April 2024 (or any other date to be mutually agreed)
10. **License Period** : (a) Subject to the Licensee having made payments of the Deposit in accordance with this Letter of Offer and/or the Tenancy Agreement pursuant to Item 19 (2) herein. The Licensor shall on the Handover Date by notice in writing permit the Licensee to take possession of the Property for the fit out of the Demised Premises within the Licence Period in accordance with the terms and conditions of this Letter of Offer and/or the Tenancy Agreement. If the Licensee does not take delivery of the Demised Premises for the Fit Out works, the Licensee shall nevertheless be deemed to have taken delivery of the Property.
- (b) The License Period shall commence on the Handover Date and expiring one (1) month therefrom or any other date to be mutually agreed.
- (c) The Licensee hereby acknowledges and agrees with the Licensor that during the Licence Period the Licensee is a mere licensee of the Licensor upon the terms and conditions as stipulated under this Letter of Offer and/or the Tenancy Agreement pursuant to Item 19 (2) herein and is authorized by the Licensor to enter and take possession of the Property for the sole purpose of carrying out the Fit Out works.
11. **Rent Free Period** : Not Applicable
12. **Commencement Date of Gross Rental** : 1<sup>st</sup> April 2024 (or any other date to be mutually agreed)
13. **Gross Rental Rate (Base Rent and Service Charges)** : Means RM4.20 per sq.ft consisting of Base Rent RM 2.70 per sq.ft and Service Charges RM 1.50 per sq.ft.
14. **Tenant's usage** : The Tenant shall solely and fully bear discharge the following costs itself:

All deposits and charges for the installation, supply, use and consumption of water, gas, electricity, telephone, fax, internet and any other utilities at and/or provided to the Premises. Kindly refer to details of the connection charges prescribed in the "CONNECTION CHARGES" stipulated in Appendix C Electricity

usage by the Tenant within the Premises will be separately metered and the charges thereof will be borne by the Tenant.

The Landlord's charges for the provision of air-conditioning to the Premises outside of the Operation Hours, if the Tenant should request the same – these charges will be based on the Landlord's prevailing rates therefor as determined by the Landlord.

The Tenant's usage shall be payable to the Landlord.

**15. Payments**

- i. 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 D (1)** and **Appendix D (2)** hereinafter prior to the Handover Date.

**16. Car Park Bay(s)**

- i. The Tenant shall be granted the following car parking bays for its use., subject to the Tenant entering into a separate agreement therefore with the relevant car park operator:

**One (1) number of season non reserved car park** – the monthly charge for each season non reserved car park effective and payable by the Tenant to the car park operator as at the Tenancy Commencement Date shall be **RM 250.00 per unit per month**

Any and all deposits required by the car park operator as well together with any other prevailing government taxes, fees, levies etc. imposed on such monthly charges are subject to change at any time at the discretion of the Landlord and/or the car park operator.

**17. Use of Premises**

- i. L. The Premises shall be used by the Tenant for **Office Use only**. The Tenant shall be solely responsible for obtaining and maintaining in full force and effect at all times during the Tenancy Term and any renewal thereof as well throughout the Tenant' occupation of the Premises any and all government and other consents, approvals, licences and permits necessary for the carrying on and conduct of its business at the Premises and for ensuring that all the terms and conditions for such consents, approvals, licences and permits are strictly adhered to.
- ii. The Tenant will fully indemnify the Landlord immediately on demand for any loss or damage whatsoever suffered and/or expense incurred by the Landlord arising from or as a result of any non-compliance with or contravention of item 17(i) by the Tenant.

**18. Fit out works / Renovation Approval, cost and Deposit**

- i. All the Tenant's fit out works / renovation and internal layout plans for the Premises, including mechanical and electrical plans (M&E), sections and signage details, must be submitted to the Landlord for the Landlord's prior written approval and subject to item 7. The Tenant is prohibited from initiating fit out works / renovation without obtaining prior consent from the Landlord. The Tenant bears responsibility for any delays (if it is caused by the Tenant) that may occur during the fit out works / renovation process.
- ii. All internal fit out works / renovation and signage erected on the Premises shall be at the Tenant's own cost and expenses.

The amount of fit out works/ renovation deposit required from the Tenant will be advised in due course, subject to the extent of the Tenant's fit-out works. Such deposits shall be refundable upon completion of the Tenant's fit-out works less any sum due to the Landlord.

**19. General Conditions**

- i. 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;
- ii. The Tenant shall execute the Tenancy Agreement within thirty (30) days from the acceptance of this Letter of Offer or within any extended period to be mutually agreed failing which the Landlord shall be entitled to cancel this Letter of Offer and forfeit all moneys paid to the Landlord by the Tenant and the Landlord shall be entitled to let the Property to any other party without any further notice or reference to the Tenant together with any cultivation or benefit on the Property.
- iii. A cancellation fee equivalent to amount of Booking Fees shall be forfeited by the Landlord in the event the Tenant wish to cancel this offer after acceptance has been made.

**20. Governing Law**

- i. This letter of offer shall be governed by and construed in all respects in accordance with the laws of Malaysia.

**21. Special Conditions**

- i. 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 item 3 to 20 aforesaid.

## Appendix A

### FLOOR PLAN

The basis of area calculation is from the centre of the walls inclusive of all structure, columns and pillars within the Demised Premises. In the event there shall be any difference between the Lettable Floor Area and the actual area of the Demised Premises ("the Actual Lettable Floor Area") after final survey conducted by a qualified building surveyor (jointly appointed by the Landlord and Tenant upon Tenant's request and at the Tenant's costs and expense), the Tenant shall not be entitled to any claim or compensation nor shall the Tenant be entitled to withdraw from this Tenancy provided that in the event the Actual Lettable Floor Area of the Demised Premises is in excess of the area herein stated, the monthly rental calculated shall be adjusted accordingly.



**SUITE 10-01, LEVEL 10**

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Appendix B

SPECIAL CONDITIONS

**1.0 Early Completion of License Period**

In the event the Tenant completes the renovation of fit out works prior to the expiry of the License Period, the following event shall take place:

i. Should the fit-out works is completed before the expiry of the License Period and the Tenant intends to commence business at the Demised Premise, the Tenancy shall commence a day after the completion of the fit out works.

(for the purpose of this item, the Tenant shall issue a letter to the Landlord). This interim period will be regarded as a distinct temporary tenancy, separate from the official Commencement Date of the tenancy.

ii. the Landlord agrees to provide reasonable services of the buildings (including but not limited to air-conditioning and cleaning of common areas), a charge of RM1.50 per sq. ft. will be imposed on a daily pro-rated basis, for or in the duration beginning on the date of the intended commencement of the Tenant's business at the Demised Premise until the Commencement Date of Tenancy.

Appendix C

**CONNECTION DEPOSIT AND CHARGES**

|   | ITEMS                                              | DETAILS               | AMOUNT                                                                               | DESCRIPTIONS                                                                                                                                                                                                                              |
|---|----------------------------------------------------|-----------------------|--------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A | Electric<br>(1 unit of DB-60A<br>3Phase)           | Supply<br>Deposit     | RM 2,000.00                                                                          | <i>Payment for electric connection by the Landlord to the Tenant during the Tenancy Period. Refundable free of interest at the expiry of the Tenancy after deducting all sums as may be found owing to the Landlord, if any.</i>          |
|   |                                                    | Connection<br>Charges | RM 1,700.00                                                                          | <i>A non-refundable payment for electric connection by the Landlord to the Tenant during the Tenancy Period.</i>                                                                                                                          |
| B | Fibre Optic Cable<br>(1 Pair Fibre<br>Optic Cable) | Connection<br>Deposit | RM 1,000.00                                                                          | <i>Payment for fibre optic cable connection by the Landlord to the Tenant during the Tenancy Period. Refundable free of interest at the expiry of the Tenancy after deducting all sums as may be found owing to the Landlord, if any.</i> |
|   |                                                    | Connection<br>Charges | RM 800.00                                                                            | <i>A non-refundable payment for fibre optic cable connection by the Landlord to the Tenant during the Tenancy Period.</i>                                                                                                                 |
| C | Water                                              | Supply<br>Deposit     | RM 500.00                                                                            | <i>Payment for water supply by the Landlord to the Tenant during the Tenancy Period. Refundable free of interest at the expiry or termination of the Tenancy after deducting all sums as may be found owing to the Landlord, if any.</i>  |
|   | <b>TOTAL</b>                                       |                       | <b>RM 6,000.00</b> to be paid to the Landlord's upon execution of Tenancy Agreement. |                                                                                                                                                                                                                                           |

**Note:** Any additional special request other than the above list would be subjected to item no. 6.0 – Procedure For Utilities Application, Tenant's Fit Out Compliance, Menara Rand.

Appendix D(1)

**SCHEDULE OF PAYMENTS**

|   | ITEMS           | AMOUNT                                                                                                                                                                             | DESCRIPTIONS                                                                                                                                                                                                                 |
|---|-----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A | Rental          | RM 4,158.00<br><br>(RM2.70 X<br>1,540 sq ft)                                                                                                                                       | <i>Rental for the first month of the tenancy is payable in advance and thereafter payable monthly in advance on or before the 7<sup>th</sup> day of each and every succeeding month during the term of tenancy.</i>          |
| B | Service Charges | RM 2,310.00<br><br>(RM1.50 X<br>1,540 sq ft)                                                                                                                                       | <i>Service Charges for the first month of tenancy is payable in advance and thereafter payable monthly in advance on or before the 7<sup>th</sup> day of each and every succeeding month during the term of the tenancy.</i> |
| C | TOTAL           | RM 6,468.00 as Booking Fees to be paid upon acceptance of this Letter of Offer which shall be forfeited in the event the Tenancy Agreement is not executed pursuant to Item 19 (3) |                                                                                                                                                                                                                              |

**Appendix D (2)**

**SCHEDULE OF PAYMENTS**

|   | ITEMS                          | AMOUNT                                                                                                                                 | DESCRIPTIONS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|---|--------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A | Security Deposit               | RM 19,404.00                                                                                                                           | A sum equivalent to three (3) months Rental and three (3) months Service Charges, as security for the due observance and performance by the Tenant of the Tenant's covenants and refundable free of interest at the expiry of the Tenancy after deducting all sums as may be found owing to the Landlord, if any.                                                                                                                                                                                                                                                                                                                    |
| B | Utilities Deposit              | RM 1,234.00                                                                                                                            | A sum equivalent to half (0.5) month rental and half (0.5) month service Charge as security for the due payment of all Utilities Charges incurred, the amounts shall be reviewable from time to time at the absolute discretion of the Landlord and refundable free of interest at the expiry of the Tenancy after deducting all sums as may be found owing to the Landlord, if any.                                                                                                                                                                                                                                                 |
| C | Fit-Out Fees                   | RM 1,000.00                                                                                                                            | A non-refundable payment for water and electricity supplied by the Landlord to the Tenant during the Licence Period.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| D | Fit-Out Deposit                | RM 5,000.00                                                                                                                            | As security for the due observance and performance by the Tenant during the Licence Period. The Landlord shall be entitled to transfer and/or convert the Fit-Out Deposit to Restoration Deposit and thereupon the Tenant shall in the event of a shortfall between the Fit-Out Deposit and Restoration Deposit ("the Shortfall") and upon the request of the Landlord, deposit with the Landlord within seven (7) days from the date of the Landlord's request such shortfall. This deposit is refundable free of interest at the expiration of the tenancy after deducting all sums as may be found owing to the Landlord, if any. |
| E | Admin Fees                     | RM 500.00                                                                                                                              | Our cost and disbursement in administering the process.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| F | Stamp Duty                     | RM 638.00                                                                                                                              | All costs and expenses in relation to the Tenancy shall be borne by the Tenant.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| G | Mail Box Deposit               | RM 100.00                                                                                                                              | For the use of our allocated mailbox during the term of Tenancy, and refundable free of interest at the expiration of the Tenancy after deducting all sums as may be found owing to the Landlord, if any.                                                                                                                                                                                                                                                                                                                                                                                                                            |
| H | Connection Deposit and Charges | RM 6,000.00                                                                                                                            | As per Appendix C                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|   | <b>TOTAL</b>                   | RM 35,876.00 for Balance Payment make in favour of JOHOR LAND BERHAD to be paid to the Landlord's upon execution of Tenancy Agreement. |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |

We trust that the offer is acceptable to you and would appreciate if you could indicate your acceptance by signing and returning to us the Duplicate copy of the Letter of Acceptance within fourteen (14) calendar days from the date hereof together with the Booking Fees, failing which our offer shall automatically lapse and cancelled unless an extension has been allowed by us.

Payment made via Electronic Fund Transfer (EFT) / Telegraphic Transfer (TT) can be made to the following bank account details;

Account Name : JOHOR LAND BERHAD  
Bank Name : BANK MUAMALAT MALAYSIA BERHAD  
Bank Account Number : 01010002866719  
Swift Code (BMMBMYKL)  
Bank Code (01244/51249)

Please do not hesitate to contact Lukman Bin Mohd Rauf at 017-7111431 should you have any further inquiries.

We look forward to receive your favorable reply.

Thank you.

Yours faithfully,

for and on behalf of JOHOR LAND BERHAD (17379-K)



YAKOP BIN HARON

Acting Head of Company

## ACKNOWLEDGEMENT OF ACCEPTANCE

Our ref: [03] DASBPM/MIL/KPCSR/Suite 10-01/L-540/2024

**JOHOR LAND BERHAD (12379-K)**

Kompleks Mullara Johor Land  
Jalan Bukit Mutiara  
Bandar Dato' Onn  
81100 Johor Bahru  
Johor Darul Ta'zim

Dear Sir/Madam,

|                  |                                                                                            |
|------------------|--------------------------------------------------------------------------------------------|
| RE               | : LETTER OF OFFER FOR TENANCY                                                              |
| Landlord         | : JOHOR LAND BERHAD [197101000788 (12379-K)]                                               |
| Managing Agent   | : DASB PROPERTY MANAGEMENT SDN BHD [201001022193 (905963-U)]                               |
| Tenant           | : KL PRIMA CONSULT SDN BHD [199501034014 (363216-D)]                                       |
| Demised Premises | : SUITE 10-01, LEVEL 10, MENARA JLAND<br>JOHOR BAHRU CITY CENTRE, 80000 JOHOR BAHRU, JOHOR |

I/We, KL PRIMA CONSULT SDN BHD [199501034014(363216-D)] hereby confirm that I/We, unconditionally accept your offer stated above and I/We unconditionally agree to accept and be bound by the aforesaid terms and such conditions and provisions imposed by JOHOR LAND BERHAD (12379-K)

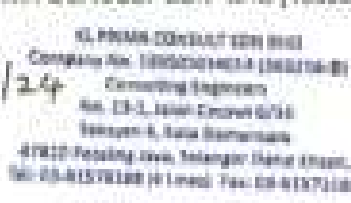
I/We confirm that this Letter of Offer shall be the binding contract between JOHOR LAND BERHAD (12379-K) and ourselves and we undertake to sign the Tenancy Agreement which shall be prepared by Landlord.

I/We enclose herewith our RM 6,468.00 (Cash/Cheque no. CMB 523735) issued in favor of JOHOR LAND BERHAD (12379-K) being payment of the Booking Fees as specifically provided in Appendix D (1) of the Letter of Offer.

Pending to the execution of the Tenancy Agreement, I/we agree that the Tenancy hereby created shall be bound by the terms and conditions as set out in the Letter of Offer.

We hereby acknowledge that we have read and understood the contents of this Letter of Offer and we further warrant that we have sought independent legal advice in relation to this matter and acknowledge the obligations arising therefrom.

We hereby further declare and confirm that no warranties, promises, representations, collateral agreements have been made to us and if, which is denied, that any such warranties, promises, representations or collateral agreements were made they have now lapsed and are superseded by this Letter of Offer.

|                      |                                                                                                                            |
|----------------------|----------------------------------------------------------------------------------------------------------------------------|
| Signed By            | :  NURUL H. D. ABDUL LATIF BIN MOHD SOM |
| For and on behalf of | : KL PRIMA CONSULT SDN BHD [199501034014(363216-D)]                                                                        |
| Co-Stamp             | :                                       |
| Date                 | : 21/2/24                                                                                                                  |

KL PRIMA CONSULT SDN BHD  
Company No. 199501034014 (363216-D)  
Company Secretary  
No. 13-1, Jalan Duta 6/14  
Taman 6, Raja Botani  
47810 Ponggol, Selangor Darul Ehsan,  
Tel: 03-81578188 (P) Fax: 03-81571188