



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



SIJIL SETEM

ASAL

STAMP CERTIFICATE

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 Please attach this stamp certificate to the instrument as evidence of stamping

Cara Bayaran *Payment Method* FPX TRANSACTIONS
No. Adjudikasi *Adjudication No.* L01EF70D9BXJ001 (SALINAN 1/1)
Jenis Surat Cara *Type Of Instrument* PERJANJIAN SEWA
Tarikh Surat Cara *Date Of Instrument* 28/08/2024
Balasan *Consideration* RM 0.00
Maklumat Pihak Pertama / Penjual / Pemberi *First Party / Vendor / Transferor / Assignor*
 AMANAHRAYA TRUSTEES BERHAD, (766894-T, 200701008892)
Maklumat Pihak Kedua / Pembeli / Penerima *Second Party / Purchaser / Transferee / Assignee*
 HOWDEN INSURANCE BROKERS SDN BHD, (38040-H, 197801001023)
Butiran Harta / Suratcara *Property / Instrument Description*
 SUITE 2. LEVEL 6 MENARA KOMTAR JOHOR BAHRU CITY CENTRE, JOHOR BAHRU, 80000, JOHOR

Dengan ini disahkan surat cara ini disetem dan diindors seperti maklumat di bawah:
 This is to certify this instrument is stamped and indorsed as below:

No. Sijil Setem <i>Stamp Certificate No.</i>	J0019A240048954
Tarikh Penyeteman <i>Date of Stamping</i>	02/09/2024
Duti Setem Dikenakan <i>Amount of Stamp Duty</i>	RM 10.00
Penalti <i>Penalty</i>	RM 0.00
Pelarasan <i>Adjustment</i>	RM 0.00
Jumlah Dibayar <i>Total Amount Paid</i>	RM 10.00
Indorsemen <i>Indorsement (Akta Setem 1949)</i>	Seksyen 12




Pemungut Duti Setem

No. Kelulusan Perbendaharaan *Treasury Approval No.* : KK/BSKK/10/600-2/1/2(60)Tarikh Cetak *Printed Date* : 02/09/2024 02:44:53

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28 AUG 2024

DATED THIS

DAY OF

BETWEEN

AMANAHRAYA TRUSTEES BERHAD

(Company No. 200701008892 (766894-T))
(LANDLORD)

AND

HOWDEN INSURANCE BROKERS SDN BHD

(Company No. 197801001023 (38040-H))
(TENANT)

TENANCY AGREEMENT

3505 JUL 14 1955

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THIS TENANCY AGREEMENT is made the day, month and year appearing in Section 1 of the Third Schedule hereto BETWEEN the party more particularly described in Section 2 of the Third Schedule hereto (hereinafter called "the Landlord" which expression shall where the context so admits include the Person Company or Body for the time being entitled to the reversion immediately on the terms hereby created) of the one part AND the party more particularly described in Section 3 of the Third Schedule hereto (hereinafter called "the Tenant") of the other part.

The Landlord and the Tenant may hereafter be individually referred to a "Party" or collectively as the "Parties".

ARTICLE I **INTERPRETATION**

Section 1.01 INTERPRETATION

In this instrument unless the context otherwise requires the following words and expressions shall have the following meanings:-

Words	Meanings
"Appropriate Authority"	any governmental, semi or quasi governmental and or statutory departments, bodies or agencies.
"Alteration Works"	all such fittings and renovation works required to be carried out by the Tenant on the Demised Premises during the Fitting Out Period and in accordance with the provision of Article IV.
"Business hours"	from Sunday to Friday from 8.00 a.m. to 5.30 p.m. except Saturday and Public Holidays or such time and days as may be notified by the Landlord in writing to the Tenant.
"Building"	means multi-storey office building known as Menara KOMTAR Johor Bahru, constructed on the said Land in accordance with the approved plans comprising of individual parcels of office premises.
"Commencement Date of the Tenancy"	Means the date of the commencement of the tenancy stipulated in Section 6(i) of the Third Schedule.

**"Common Property and
Common Parts"**

- (i) that portion or portions of the said Land on which the said Building stands together with so much of the Buildings as is excluded from the individual parcels of business and office premises;
- (ii) foundations, columns, gardens beams support outer walls, lobbies, corridors, pedestrian mall concourse areas stairways, fire escapes, entrances, exits, roof, foundations road, driveways, footpaths drains, culverts;
- (iii) central and appurtenant installation for services such as power, light and cold, water, main air-conditioning ducts, exhaust ducts provided by the Landlord;
- (iv) escalators lifts toilets tanks pumps motors fans compressors, fixture, fittings, piping ducts and in general all apparatus fittings, fixtures and installation provided by the Landlord; and
- (v) the remainder of the said Land together with any other building standing thereon.

"Demised Premises"

all that parcel (s) of office premises in the said Building more particularly described in Section 4 of the Third Schedule hereto and outlined in red on the Floor Plan annexed hereto.

"Fitting Out Period"

the period stipulated in Section 6A (ii) of the Third Schedule and in Section 4.01 for the Tenant to obtain all requisite approvals for and to carry out and complete the Alteration Works.

"Floor Plan"

the Floor Plan of the Demised Premises annexed hereto.

"Force Majeure Event"	strike, lock out labour dispute, Act of God, restrictions, regulations or control imposed by any Act of Parliament, any rule, ordinance, proclamation or order issued by any competent authority, enemy or hostile government action, civil commotion, fire, earthquake, flood storm, tempest, nuclear fallout or inclement weather;
"Taxes"	means taxes as described in Section 9.10 of this Tenancy Agreement.
"Land"	the Land held under Lot 14530, GRN 44587 Township of Johor Bahru, State of Johor
"Landlord"	means the AMANAHRAYA TRUSTEES BERHAD (Company No. 200701008892 (766894-T)) , a trust corporation incorporated under the Companies Act 1965 and registered under the Trust Companies Act 1949 as trustee for Al-Salām REIT of which particulars are stipulated in Section 2 of the Third Schedule and include its successors in title and permitted assigns.
"Landlord's Architect"	means an architect to be appointed by the Landlord (when necessary) at the expense of the Tenant to give advice/opinion or approve the Alteration 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.
"Landlord's Fixture and Fittings"	all such fixtures, fittings, plant equipment and machinery includes all wiring, pipes, cables or other apparatus things and effects construed on installed or attached or affixed to or laid in or under the Demised Premises, the Common Property and Common Parts and the said Building which are the property of the Landlord.
"Rental Deposit"	the moneys paid under Section 11 of the Third Schedule hereto.
"Ringgit Malaysia" abbreviation "RM"	the lawful currency of Malaysia.
"Service Charges"	the charges included in the Term Rent (as hereinafter defined) for services provided by

the Landlord towards the upkeep and maintenance of the Common Property and Common Parts including but not limited to:-

- (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;
- (b) to provide and supply electrical power water and air-conditioning to the said Building;
- (c) to appoint or employ independent contractors, staff and labour for the administration operation and maintenance of the said Building;
- (d) to provide guards and take other security and safety measures for the said Building;
- (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 authorised 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 shall 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 said Building maybe permitted upon adequate identification being made to the security guard on duty at or in the said Building. The Landlord may at

any time at its sole discretion for the safety and security of the Tenants or the said Building alter, amend or vary the arrangements for access to the Demised Premises and the said Building outside Business Hours but shall as far as possible endeavour to give to the Tenant prior notice of any such change; and

- (f) the cleaning, maintenance and lighting of entrances, vestibule, staircases, landings, corridors, passages, water closets, lavatories and conveniences and other common parts of the said Building cleaned and lighted.

"Tenant"

means and include (in the case of natural person) his legal representatives or permitted assigns (in the case of a corporation or company) as described in Section 3 of the Third Schedule hereto and include its successors in title and permitted assigns.

"Term Rent"

Total rent payable for each term of the tenancy created under and mutually agreed to by both parties in this Tenancy Agreement as per the particulars set out in Section 7 of the Third Schedule.

"Term"

The term of tenancy under this Tenancy Agreement being a period of two (2) years from the Commencement Date of the Tenancy as stipulated in Section 5 of the Third Schedule.

- (1) Words importing the singular meaning where the context so admits include the plural meanings and vice versa.
- (2) Words of the masculine gender include the feminine and neuter genders and words denoting natural persons include corporations and firms and all such words shall be construed interchangeably in that manner.
- (3) References to an Article, Section or Schedule are to be construed as references to an Article, Section or Schedule of this Tenancy Agreement.
- (4) The headings to the Articles are for easy reference only and shall not be taken into account in the construction and interpretation of the Article or Section to which they refer.

- (5) Any right liberty or power which may be exercised or any determination which may be made hereunder by the Landlord may be exercised at the Landlord's discretion without any obligation to give any reasons thereof.

ARTICLE II **RECITALS**

Section 2.01 THE SAID LAND AND THE SAID BUILDING

The Landlord is the registered proprietor of the said Land together with the said Building erected thereon in accordance with the building plans approved by the Appropriate Authority.

Section 2.02 AGREEMENT TO TAKE TENANCY

The Landlord has agreed to let to the Tenant and the Tenant has inspected and has agreed to take a tenancy of the Demised Premises upon the terms and conditions herein contained (hereinafter called "the Tenancy").

ARTICLE III **AGREEMENT FOR TENANCY**

Section 3.01 TERM OF TENANCY FOR TWO (2) YEARS

(a) CONSIDERATION

IN CONSIDERATION of the rents, service charges and Tenant's covenants hereinafter reserved and contained, the Landlord hereby demises unto the Tenant the Demised Premises being part of the said Building situated on the said Land for a period stipulated as per Section 5 of the Third Schedule from the Commencement Date of the Tenancy together with (but to the exclusion of all other liberties, easements rights or advantages):

- (i) the right for the Tenant and others duly authorised by the Tenant but only so far as necessary and as the Landlord can lawfully grant the same to ingress to and egress from the Demised Premises in over and along all usual entrances, landings and passageways leading thereto in common with the Landlord and all others authorised by the Landlord and all other persons entitled thereto; and
- (ii) the right for the Tenant and others duly authorised by the Tenant to be the user of such sufficient toilet facilities in the said Building as shall be designated from time to time in writing by the Landlord but such user shall be in common with the Landlord and all others so authorised by the Landlord and all other persons so entitled thereto to HOLD the Demised Premises unto the Tenant during the Term period subject nevertheless to the proviso for re-entry and upon the terms and conditions hereinafter stated.

(b) OPTION FOR RENEWAL

WITH AN OPTION FOR RENEWAL for one (1) further term of period as specified in Section 12 of the Third Schedule hereto upon the expiry of the present term (provided the Tenant shall at least three (3) months before expiry of the existing Term give to the Landlord notice in writing of their intention to exercise the said option - failure to do so shall deem the Tenant has waived its interest to the option and provided there shall not at the time of such request be any existing breach or non-observance of any of the covenants on the part of the Tenant herein contained. The terms and conditions set out herein shall be applicable to the renewed term save for this renewal clause and the term rent payable shall be determined by the Landlord which shall be the current market value prevailing at the date of commencement of the renewed term.

Section 3.02 RENTAL

The Term Rent payable by the Tenant for the Term shall be the amount appearing in Section 7 of the Third Schedule calculated on the total lettable area referred to in Section 8 of the Third Schedule at the rate referred to in Section 9 of the Third Schedule and payable by twenty four (24) equal monthly rental of the amount referred to in Section 10 of the Third Schedule each in advance the first of such rental to be paid on the commencement date of rental as stipulated in Section 6 (ii) of the Third Schedule and subsequent rental to be paid on the same day of each succeeding calendar month thereafter.

Section 3.03 SERVICE CHARGES

- (a) The Service Charges payable by the Tenant for the Term of the Tenancy shall be included in the Term Rent.
- (b) Notwithstanding the aforesaid provision to the contrary the Landlord shall have the absolute discretion to review and vary the service charges rate per square foot as and when the Landlord deems fit and necessary to do so and the Tenant shall be obliged to pay the said Service Charges immediately on notice.

Section 3.04 RENTAL DEPOSIT

Upon the execution of this Tenancy Agreement the Tenant shall pay to the Landlord the Rental Deposit amount referred to in Section 11 of the Third Schedule representing three (3) monthly rental as security for the due observance and performance by the Tenant of the terms conditions covenants stipulations and undertakings on the part of the Tenant to be observed and performed as contained in this Tenancy Agreement.

Section 3.05 RENTAL DEPOSIT TO BE CHARGED SPECIFIED IN SECTION 11 OF THE THIRD SCHEDULE AT ALL TIMES

The Rental Deposit shall be maintained in the amount specified in Section 11 of the Third Schedule 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 Rental Deposit and that the amount of the Rental Deposit shall at all times be equivalent to the sum of three (3) monthly rental for the renewed term. Such Rental Deposit shall not without the prior written consent of the Landlord be deemed to be or be treated as payment of rent or otherwise and the same shall be refunded free of interest to the Tenant at the expiration or early determination of the term hereby granted less such sum or sums as may be then due or owing by the Tenant to the Landlord under this Tenancy Agreement.

Section 3.06 DELIVERY OF POSSESSION OF DEMISED PREMISES TO TENANT

The Tenant shall be deemed to take possession of the Demised Premises upon the execution of this Tenancy Agreement.

Section 3.07 DATE FOR THE COMMENCEMENT OF TENANCY

It is hereby agreed that the date for the commencement of the Tenancy shall be as specified in Section 6 (i) of the Third Schedule.

ARTICLE IV
AGREEMENTS AND ARRANGEMENTS DURING FITTING OUT PERIOD

Section 4.01 LICENSE TO ENTER DURING FITTING OUT PERIOD

The Tenant shall have the license and authority for a period stipulated in Section 6A of the Third Schedule or such other period as may be mutually agreed by the Parties from the date of taking possession of the Demised Premises or from the date the Tenant is deemed to have taken possession of the Demised Premises as stipulated in Section 3.06 to enter upon the Demised Premises for the purposes of executing and completing the Alteration Works subject to and in accordance with the following provisions of this section and subject to and in accordance with the guidelines as enumerated in "the Tenant Fitting Out Guideline" a copy of which will be provided to the Tenant by the Landlord or its agent.

Section 4.02 ALTERATION PLANS TO BE APPROVED BY LANDLORD

Subject to Section 6.01 all such drawings, plans and specifications in respect of the Alteration Works shall (a) be prepared by the professional consultants of the Tenant at its own cost and expense (b) submitted to the Landlord for approval in writing and (c) incorporate all such changes and or variation as the Landlord may require thereto Provided Always that in the event of any dispute in respect of any of such drawings, plans or specifications or any changes and or variation thereto the decision of the Landlord's Architect (who shall be deemed to be acting as an expert and not as an arbitrator) shall be conclusive and binding on the parties hereto. Upon

completion of any such alterations or additions the Tenant shall produce to the Landlord the "as built" drawings duly endorsed by the Appropriate Authority.

Section 4.03 CONDITIONS PRECEDENT FOR COMMENCEMENT OF ALTERATION WORKS

Prior to commencement of the Alteration Works the Tenant shall have:-

- (a) Procured and furnished to the Landlord copies of all such approvals and consents where necessary of the Appropriate Authority to such drawings, plans and specifications in respect of and for the carrying out of the Alteration Works; and
- (b) Produce to the Landlord for inspection such policies of insurance effected pursuant to Section 4.07 and Section 5.16.

Section 4.04 COMPLIANCE WITH STATUTORY PROVISIONS ETC AND INDEMNITY

The Tenant shall at its own cost and expense carry out or caused to be carried out the Alteration Works in conformity with every respect of the drawings, plans and specifications thereof as approved by the Landlord and as the case may be, the Appropriate Authority and in compliance with all written laws, bye-laws, rules regulations, orders and directives for the time being in force or otherwise applicable thereto and to indemnify the Landlord against any claims, actions, proceedings, prosecutions, losses, damages, fines, costs and expenses whatsoever (including legal fees on a solicitor and client basis) sustained suffered or incurred by the Landlord arising out of or resulting from a breach by the Tenant of any of the covenants and conditions contained in this sub-section.

Section 4.05 CHANGES TO MECHANICAL OR ELECTRICAL SERVICES

Where the Alteration Works involve any changes to the mechanical and or electrical services or the main structure of the said Building or the Common Property and Common Parts or the Demised Premises or any of the Landlord's Fixtures and Fittings or pipes, wires, cables or other apparatus constructed, installed or laid in or under the said Building or the Common Property and Common Parts or the Demised Premises, the Tenant shall obtain the prior written consent of the Landlord which consent may be given or refused by the Landlord at its absolute discretion without having to assign any reasons therefore and where such consent is given the Tenant shall appoint:-

- (a) the mechanical and electrical consultants approved by the Landlord or, as the case may be, the Landlord's Architect to design and certify the completion of such part of the Alteration Works as shall involve the aforesaid changes; and
- (b) the contractors or sub-contractors approved by the Landlord for the execution of the mechanical and electrical engineering works or, as the case may be, the civil and structural works for the erection and construction of the said Building to execute such part of the Alteration Works as shall involve the aforesaid changes.

Section 4.06 INDEMNIFY FOR DAMAGES OR INJURY TO THIRD PARTIES OR EFFECTS

The Tenant shall be liable for and shall save harmless, indemnify and keep the Landlord well and sufficiently indemnified against any claims, actions, proceedings, prosecution, loss, damages, fines, costs and expense whatsoever (including legal fees on a solicitor and client basis) in respect of any damages or injury or death caused to any person or property real or personal arising out of or in the course of or caused by the carrying out of the Alteration Works.

Section 4.07 PUBLIC LIABILITY INSURANCE AND WORKMEN'S COMPENSATION

In addition to and without prejudice to its liability to save harmless and indemnify the Landlord under this Section the Tenant shall at its own cost and expense take out and maintain or cause to be taken out and maintained with such insurance company and upon such terms as shall be approved by the Landlord such all risks public liability insurance policy and such workmen's compensation or employer's liability or other like insurance as may be necessary or expedient to cover the liability of the Tenant in respect of personal injuries or deaths arising out of the course of or caused by the carrying out of the Alteration Works and in respect of any expenses, liability, loss, damages, claims, proceedings, prosecution or fines which the Tenant may incur or sustain by reason of damage to any property arising out of or in the course of or by reason of the carrying out of the Alteration Works.

Section 4.08 DAMAGES TO DEMISED PREMISES, COMMON PROPERTY OR LANDLORD'S FIXTURES AND FITTINGS

The Tenant shall (a) carry out or cause to be carried out the Alteration Works in good and workmanlike manner and (b) forthwith repair any damage to the Demised Premises or the Common Property and Common Parts or the said Building and or to replace any of the Landlord's Fixtures and Fittings which may be broken or damaged arising out of or in the course of or caused by the carrying out of the Alteration Works and in default whereof it shall be lawful for the Landlord to execute such repairs or works or make such replacements and the costs and expenses incurred by the Landlord in respect thereof shall be a debt due from the Tenant to the Landlord and be paid to the Landlord within fourteen (14) days receipt of written demand.

Section 4.09 APPLICATION FOR SEPARATE ELECTRICITY METER AND TELEPHONE INSTALLATION

The Tenant shall:-

(a) Separate electricity meter and telephone installation

Make the necessary application to the Appropriate Authority for a separate electricity meter (for power, lighting and other electricity appliances) and telephone to be installed in the Demised Premises and all such application fees, deposits, installation, trunking, cable and other charges whatsoever in connection therewith shall be for the sole account of and borne by the Tenant.

(b) Charges for electricity and other services

As from the date the Tenant has taken possession of the Demised Premises or is deemed to have taken possession of the Demised Premises pursuant to Section 3.06 be liable for the payment of all charges in respect of electricity water telephone and other services supplied to or consumed in the Demised Premises.

(c) Inspection of Alteration Works

Permit the Landlord, its agents and their employees at all time hereafter to enter upon the Demised Premises and inspect the carrying out of the Alteration Works.

(d) Removal of Debris etc.

At its own cost and expense from time to time during and in completion of the Alteration Works clear away and remove all rubbish, rubble and other debris and any surplus materials whatsoever from the Demised Premises, the said Building and the said Land and keep the same clean to the satisfaction of the Landlord in default of which the Landlord may (without being under an obligation to do so) clear and remove all rubbish, rubble and other debris and any surplus materials and the costs thereby incurred shall be a debt due from the Tenant and shall be paid within fourteen (14) days of receipt of demand.

Section 4.10 TENANT NOT TO PREVENT LANDLORD FROM EXECUTING WORKS IN DEMISED PREMISES

The Tenant shall take all such steps, and do whatever is necessary to ensure that the carrying out of the Alteration Works will not in any way prevent, hinder or obstruct the Landlord and or its tenants agents and employees from carrying on or completing any works which the Landlord may require to be executed in the said Building or any part thereof.

Section 4.11 NO RENTAL OR FEE PAYABLE DURING FITTING OUT PERIOD

No Rental or Service Charge shall be payable by the Tenant to the Landlord in respect of the Demised Premises during the Fitting Out Period.

Section 4.12 LANDLORD NOT OBLIGED TO PROVIDE SERVICE

For avoidance of doubt the Landlord is under no obligation or duty to provide any of the services set out in Section 7.03 throughout the Fitting Out Period.

ARTICLE V
AFFIRMATIVE COVENANTS BY THE TENANT

Section 5.00 **AFFIRMATIVE COVENANTS**

The Tenant hereby expressly covenants and undertakes with the Landlord as follows:-

Section 5.01 **TAKING OVER POSSESSION**

To accept and take possession of the Demised Premises at the time and in the manner prescribed in Section 3.06.

Section 5.02 **RENT**

To pay the rents reserved at the time and in the manner stated herein.

Section 5.03 **CHARGES IN RESPECT OF ELECTRICITY, WATER, TELEPHONE, OTHER SERVICES AND AMENITIES**

- (a) To pay all charges for electricity consumption power, lighting, water, telephone and other services in respect of the Demised Premises including all such deposits and installation charges now or from time to time hereafter payable to the Appropriate Authority or otherwise in connection therewith; and
- (b) To pay directly to the Appropriate Authorities or where the Demised Premises are not separately metered to reimburse the Landlord a proportionate part of all charges and costs including but not limited to any taxes now or in the future imposed in respect of water, gas, electricity and any other services supplied to the Demised Premises, such costs to be calculated by the Landlord and notified to the Tenant by a statement from the Landlord in writing, such statement to be final and conclusive as to the amount thereof. In the event of the Appropriate Authorities responsible for the supply of electricity, gas, water and any other services supplied and used in the said Building increasing the charges thereof, the Tenant shall pay to them or reimburse the Landlord (as the case may be) for the additional costs, such costs to be calculated by the Landlord and notified to the Tenant by a statement from the Landlord in writing, such statement to be final and conclusive as to the amount thereof.

Section 5.04 **INCREASE OUTGOINGS**

To pay as and when required by the Landlord an additional sum over and above the rents hereby reserved in respect of any increase in municipal or other government imposition or other rates taxes or assessments or property tax or other impositions of a like nature by whatsoever name called levied and imposed upon or in respect of or attributed to the Demised Premises over and above the amount levied and imposed at the commencement of the Term or of any extended term; such additional sum shall be a sum proportionate to the area of the Demised Premises bears to the total lettable area of the said Building.

Section 5.05 UPKEEP AND MAINTENANCE

Keep and maintain the Demised Premises including the flooring, interior plaster and other surface material on walls and ceilings, windows, shop fronts, shutters, locks, fastening, electrical wiring and other fixtures being the property of the Landlord, water closets, lavatories and conveniences of which the Tenant has the exclusive use in good and tenantable repair and condition (fair wear and tear and damage by fire storm tempest or any Force Majeure Event and other like cause beyond the Tenant's control excepted) and shall replace any glass fixtures or fittings which shall be broken or damaged due to the negligence or careless acts or omission of the Tenant or its agents or servants.

Section 5.06 INSPECTIONS AND REPAIRS

Permit the Landlord and its agents with or without workmen and others at all reasonable time to enter and view the condition of the Demised Premises and to execute any works and repairs as the Landlord may think fit; the Tenant shall forthwith repair and mend in a proper workmanlike manner any defects for which the Tenant is liable and of which written notice shall be given to the Tenant or left at the Demised Premises within thirty (30) days of such notification and in default whereof it shall be lawful (but not obligatory) for the Landlord to enter upon the Demised Premises and execute such repairs or works or make such replacements and the costs thereof including the Landlord's architect's or surveyor's fees shall be a debt due from the Tenant to the Landlord and be paid by the Tenant within fourteen (14) days of receipt of written demand.

Section 5.07 LAYING OF WIRES, PIPES, DUCTS, ETC

To permit the Landlord, its agents, and their workmen to lay and fix in and lead through the Demised Premises all such wires, cables and ducts or electricity and air-conditioning installations and pipes for water, gas, waste and sewage as the Landlord may from time to time require to be laid and fixed in and led through the Demised Premises for the general purposes of repairing, removing and replacing all or any of such wires, cable, ducts and pipes provided that the Landlord shall serve seven (7) days prior notice (except in case of emergencies) for such works and restore the affected areas to the condition existing prior to the commencement of such works as soon as possible after the works have been completed.

Section 5.08 LOCKS AND FASTENINGS

At all times to keep clean the Demised Premises and be responsible for the locking and securing of the doors and windows of the Demised Premises.

Section 5.09 USE OF DEMISED PREMISES

To use the Demised Premises solely for the type of business specified in Section I and Section II of the Second Schedule. Any other type of business of the Tenant or of business under any other name is strictly prohibited and the Landlord's prior written permission must be obtained of any change in use is desired but it is agreed that the Landlord has the right to reject the request without assigning any reason whatsoever.

Section 5.10 INTERIOR OF DEMISED PREMISES

At all times to keep the interior of the Demised Premises where it is visible to the exterior of the Demised Premises attractively laid out and furnished and with goods well displayed and to keep and display windows of the Demised Premises clean and adequately and attractively dressed to the reasonable satisfaction of the Landlord and to remove or alter any window or other display or merchandise immediately upon notice by the Landlord if in its opinion such displays or merchandise will impair the name, reputation or standing of the said Building.

Section 5.11 LICENSES AND APPROVALS

To obtain and maintain at the Tenant's own expenses all governmental licences, permits, registration (including tradename) and other consents necessary for the conduct of the business of the Tenant on the Demised Premises Provided Always that the failure by the Tenant to obtain permission for such use or the refusal by the Appropriate Authority to give the relevant license, permit, registration or consent for any reason whatsoever shall not frustrate or affect the Tenancy herein or the obligations of the Tenant herein contained in any manner whatsoever.

Section 5.12 COMPLIANCE WITH STATUTORY PROVISION AND DIRECTIVES

To comply with and cause to be complied with all written laws, bye-laws, rules and regulations and directives of the Appropriate Authority (whether or not having the force of law) affecting the Demised Premises on the health, safety and welfare of persons employed to work in the Demised Premises which are now in force or which may hereafter be enacted or issued.

Section 5.13 COMPLIANCE WITH RULES AND REGULATIONS AFFECTING THE SAID BUILDING

To observe and conform to and cause the respective agents and employees of the Tenant to observe and conform to or conduct themselves so as to accord with the rules, regulations and instructions as may now and from time to time hereafter be prescribed by the Landlord and or its authorised agents for the proper management of the said Building and without prejudice to the generality of the foregoing ensure that all such agents and employees of the Tenant do not enter upon any part of the said Building other than the Demised Premises and the common entrances and all hall ways leading thereto or to washrooms or toilets or other facilities made available by the Landlord for the use of the Landlord's employees and or other tenants of the said Building and their employees.

Section 5.14 INDEMNITY FOR DAMAGES

To be responsible for and indemnify the Landlord against any damage howsoever caused or occasioned to the Demised Premises or any other part of the said Building or any adjacent or neighbouring premises or to any person or effects caused by or arising out of any act default or negligence of the Tenant or its agents or their respective employees.

Section 5.15 VIEWING PRIOR TO EXPIRATION OF TENANCY

In the event that the Tenant does not exercise the option referred to in Section 3.01 (b) hereof at any time during the three (3) calendar months immediately preceding the expiration or determination of the Term hereby granted to permit intending tenants and others with authority from the Landlord or its authorised agent at all reasonable times of the day to enter upon and view the Demised Premises.

Section 5.16 INSURANCE

At all times throughout the term hereby granted (i) to insure and or cause to be insured all such goods, merchandise, plant, equipment, machinery, effects and things whatsoever of the Tenant in the Demised Premises against loss or damage by fire and such other comprehensive risks as may be required by the Landlord and for such sum satisfactory to the Landlord and (ii) cause to be effected all risks public liability insurance policy against any claims for loss or damages arising out of any injuries or death caused to or damaged to any person or persons and or their effects in the Demised Premises or any part thereof.

Section 5.17 CONTAGIOUS DISEASE OR ILLNESS

Immediately notify the Landlord and Appropriate Authority when the Tenant becomes aware that any person (whether an employee, licensee or invitee of the Tenant and including the Tenant if he is a natural person) being infected with any ailment, sickness or disease which is contagious and which is likely to result in severe impairment of health had been upon the Demised Premises and if so required by the Landlord forthwith to have the Demised Premises fumigated at the cost and expense of the Tenant.

Section 5.18 PESTS

Keep the Demised Premises free of rodents, 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 Tenancy Agreement) to engage such firm of pest exterminators to carry out periodic inspections as may be necessary to rid the Demised Premises of such rodents, insects and pests at the cost and expense of the Tenant.

Section 5.19 ON TERMINATION OF TENANCY

At the expiration or early determination of the Term hereby granted peaceably to yield up or cause to be yielded up the Demised Premises and all Landlord's Fixtures and Fittings matters and things in anywise attached to and belonging or appertaining thereto in such good and substantial repair as shall be in accordance with the covenants of the Tenant herein before contained and with all locks and keys complete and remove at the Tenant's expense all littering and distinctive marks or signs put up by the Tenant on any part of the Demised Premises and to restore the Demised Premises to as near to its original state and condition at the commencement of the Term hereby created as is possible (fair wear and tear excepted).

Section 5.20 NOTICE FOR RE-LETTING

To permit the Landlord during the two (2) months immediately preceding the determination of the existing Term hereby created to affix and retain without interference upon any part of the Demised Premises a notice for re-letting the same and during such period to permit persons with written authority of the Landlord or its agents at reasonable time of the day to view the Demised Premises.

Section 5.21 TO OCCUPY AT OWN RISK

To use and occupy the Demised Premises and all other portions of the said Building at the Tenant's own risk and except where any damage or injury is occasioned or arises out of or is caused by any defect in the construction of the Demised Premises or the said Building or any part thereof the Tenant hereby releases to the full extent permitted by law the Landlord and its agents servants contractors and employees from all claims and demands of every kind whatsoever arising out of or resulting from any accident injury or damage occurring therein.

Section 5.22 NO REPRESENTATION BY LANDLORD

The Tenant acknowledges and declares that no promise representation warranty or undertaking express or implied has been given or made by the Landlord in respect of the suitability of the Demised Premises and/or the said Building for the Tenant's purposes or for any business to be carried on therein or in respect of the fitting finishes facilities and amenities of the Demised Premises and/or the Building or as to other businesses to be carried on in the Building otherwise than in this Tenancy Agreement contained.

Section 5.23 REIMBURSEMENT

Where the consent of the Landlord is required under this Tenancy Agreement or under any law, rule, bye-law or regulation and/or by demand of the Landlord:

- (a) to pay upon demand to the Landlord any cost expense fees or charges which may have been incurred by the Landlord in respect of any professional or consultancy services or advise which in the absolute discretion of the Landlord shall be deemed necessary to be had and obtained before granting or refusing consent, as the case may be; and
- (b) to pay the cost incurred by the Landlord in cleaning and clearing any toilet, sick pipe or duct in the Demised Premises or the said Building choked or blocked owing to the carelessness or reasonably attributable to the act or omission of the Tenant its servant employees agents invitees or licensees.

Section 5.24 REPLACE LIGHTINGS

To replace fluorescent tubes electric light bulbs and small light fitting components in respect of the Demised Premises at the Tenant's separate cost and expenses.

ARTICLE VI
NEGATIVE COVENANTS BY THE TENANT

Section 6.00 NEGATIVE COVENANTS

The Tenant shall NOT at any time throughout the Term hereby granted:-

Section 6.01 ALTERATION AND PARTITIONS AFTER THE FITTING OUT PERIOD

After the Fitting Out Period make or permit to be made any alterations, structural or otherwise, partitions in or additions to the Demised Premises or any part thereof or of the Landlord's Fixtures and Fitting herein (and without limiting the generality of the foregoing not to make or permit to be made such alterations that will prevent the full and unrestricted use and benefit of the air-conditioning system to other parts of the said Building adjoining the Demised Premises) without the prior written consent of the Landlord thereof and if such written consent is given the Tenant shall at the Tenant's own cost and expense carry out such alterations or additions with such materials and in accordance with such designs as shall be approved by the Landlord's Architect and the Tenant shall at its own cost and expense obtain all such necessary planning and any other consents or approvals pursuant to the provisions of any written laws, bye-laws, rules, regulations orders applicable thereto and shall comply with the conditions thereof.

Section 6.02 ELECTRICITY INSTALLATIONS AND FITTINGS IN THE SAID BUILDING

Install any electrical sockets, plugs, points without the prior written consent of the Landlord provided that such consent shall not be unreasonably withheld by the Landlord if the Tenant shall at the Tenant's own cost and expense obtain such approval if necessary from the Appropriate Authority and such certificates from electrical consultant or contractor of the said Building that any installation of such electrical socket, plug, power point will not cause any overloading or cause damage to the power supply or any of the electrical installation in the said Building.

Section 6.03 SUB-LETTING

Assign, sub-let or otherwise part with the actual or legal possession or use of the Demised Premises or any part thereof for any term whatsoever without the prior written consent of the Landlord.

Section 6.04 DWELLING

Permit or suffer anyone to use the Demised Premises or any part thereof wholly or partly for dwelling.

Section 6.05 SIGN-BOARD AND ADVERTISEMENTS

Affix plant or otherwise exhibit on the exterior of the Demised Premises or the windows thereof or any part thereof any name-plate, sign-board placard, poster or advertisement or any flagstaff or other being whatsoever or use the outer walls of

the Demised Premises for the purpose of any public announcement or to exhibit anywhere in the said Building any indication of its business name and logo in such form character and dimensions save and except with approval by the Landlord and in a position to be indicated and approved by the Landlord.

Section 6.06 ILLEGAL PURPOSES OF NUISANCE

Use or allow the use of the Demised Premises or any part thereof for any illegal or unlawful or immoral purposes and not to do or permit to be done any act or thing which may become a nuisance annoyance or give reasonable cause for complaint from any of the other tenants or occupiers of the said Building or any other buildings or premises adjoining the Demised Premises or the said Building.

Section 6.07 LABORATORY OR WORKSHOP OR FOOD PREPARATION

Use the Demised Premises or permit the same or any part thereof to be used as laboratory or workshop or for cooking or the preparation of food save and except as stated in Section I of the Second Schedule.

Section 6.08 UNLAWFUL GOODS

Store or bring upon the Demised Premises or the said Building or any part thereof arms ammunition or unlawful goods gunpowder kerosene or any other explosive or combustible substance whatsoever.

Section 6.09 AUCTION

Conduct or permit any sale by auction to be held in any part of the Demised premises or the said Building.

Section 6.10 CONVEYANCE OF EQUIPMENT AND MERCHANDISE

Use or cause or permit any employees of the Tenant or its agents or invitees or their respective employees to use any escalators or lifts in the said Building for the carriage or conveyance of any goods merchandise equipment or furniture save and except the goods or service lift reserved for such purpose and to cause or permit to be caused any obstruction in the entrance vestibules staircases landings.

Section 6.11 DAMAGE

Cause or permit any employees of the Tenant or its agents or invitees or their respective employees to damage or deface any part of the Demised Premises or the said Building common passages, lifts, escalators while moving any fixture equipment fittings or any other things whatsoever or by any means whatsoever and forthwith to repair and make good or to pay to the Landlord on demand the costs of making good such damage or defacement.

Section 6.12 LOAD STRESS

Place or permit to be placed upon the floors of the Demised Premises a load in excess of 2.5 kN meter square and shall where required by the Landlord

distribute any load on any part of the floors of the Demised Premises in accordance with the directions and requirements of the Landlord and for the purposes of this paragraph the decision of the Landlord's surveyor or architect shall be final and binding on the Tenant.

Section 6.13 PARKING OF VEHICLES

Permit any vehicles including motor cycle, scooters and bicycles whether belong to the Tenant or any of its employees, agents or invitees or their respective employees to be kept or parked in any of the said Building or the said Land except in the spaces reserved or intended for such purposes.

Section 6.14 OBSTRUCTION OF LIGHT

Block darken obstruct or obscure any of the windows and lights belonging to the Tenant or to the Landlord.

Section 6.15 ACTS AFFECTING INSURANCE POLICIES

Do or permit or suffer to be done any act matter or thing upon the Demised Premises or the said Building whereby any policy or policies of insurance of the Demised Premises or of the said Building may be vitiated or otherwise may become void or voidable or whereby the premium thereon may 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 sum paid by the Landlord by way of increased premium and all cost and expenses incurred by the Landlord in or about any renewal of such policy or policies of insurance rendered necessary by a breach or non observance of this covenant without prejudice to such other rights of the Landlord against the Tenant.

Section 6.16 CLERICAL OR OTHER USE

Use the Demised Premises or any part thereof as an office or for the provision of any clerical, administrative or other non-selling purposes save and except where absolutely necessary having regard to the nature of its business carried on in the Demised Premises and within the confines of such inconspicuous portion of the Demised Premises of such dimension as approved by the Landlord.

Section 6.17 PROPER NAME OF THE SAID BUILDING

Refer to the said Building under its letterhead, stationery, or in any advertisement or other printed material commissioned by it other than as 'MENARA KOMTAR, JOHOR BAHRU' or any other name as the Landlord may designate for the said Building.

Section 6.18 AUDIO/VIDEO EQUIPMENT AND AERIAL

Permit to be brought, placed, installed or affixed into or upon the Demised Premises or the said Building or any part thereof any radio, gramophones, recorders, television, or any other audio/video equipment or other aerials (save for any radio television or recorder sets for the personal use or enjoyment of the Tenant

and its employees subject always that the same of volume thereof shall not be visible or audible from the exterior of the Demised Premises) without the prior written consent of the Landlord in its absolute discretion Provided Always that where the Tenant is engaged in the business of electrical and electronic goods and merchandise on the Demised Premises as set out in the Schedule hereto the provisions of this section may be modified or varied by mutual agreement between the Landlord and the Tenant by means of an exchange of correspondence or supplemental document in which case such modifications or variations shall be deemed to have been incorporated into and formed part of this Tenancy Agreement as at the date hereto but subject always to the provisions of Section 5.13.

Section 6.19 SOLICITING OF BUSINESS IN COMMON PROPERTY OR PARKING AREAS

Under any guise or pretext whatsoever conduct or solicit for or permit any person to conduct or solicit for its business or distribute or display or cause to be distributed or displayed any pamphlets or other advertising materials whatsoever on any part of the Common Property and Common Parts or car parking areas of the said Building without the prior written consent of the Landlord in its absolute discretion.

Section 6.20 ANIMALS, BIRDS OR POULTRY

Not to bring upon or keep or rear any living animals, birds or poultry in the Demised Premises.

Section 6.21 WINDOWS

Not to open any of the windows of the Demised Premises save when the air-conditioning is not working and not to permit any clothes or other articles to be flung or exposed outside the Demised Premises, no flower pot or other like object shall be placed outside the Demised Premises, or mat shall be shaken out of the windows of the Demised Premises.

Section 6.22 EMPLOYMENT OF INDEPENDENT CONTRACTORS

Not to employ any security guards, cleaners or any independent contractors in the Demised Premises without the prior consent in writing of the Landlord.

Section 6.23 LIFTS

Not to use any passenger lift except the lift specifically designated for that purpose by the Landlord its servants or agents for the carriage of goods or merchandise entering or leaving the said Building and to do so only at the times and in the manner specified by the Landlord from time to time.

Section 6.24 AREA OUTSIDE DEMISED PREMISES

Not to place or expose for sale or otherwise permit or suffer any goods or things whatsoever to be upon or over the ground outside the Demised Premises.

Section 6.25 NO GRILLS

Not to erect any grill or place any obstruction or block darken obstruct or obscure any of the windows stairways and common passages or lights belonging to the Demised Premises or to the Landlord and the Landlord shall have the right to remove any such grill or other obstruction without notice to the Tenant and without being liable for any loss or damage thereto.

Section 6.26 NO BLINDS

Not to install in the Demised Premises or any part thereof any blinds, shades, awnings, windows ventilators and other similar fittings fixtures visible from outside the Demised Premises without first obtaining the consent of the Landlord in writing to such installation and then only upon condition that such installation shall conform to the reasonable requirements and standards of the Landlord as to design quality and appearance.

ARTICLE VII
COVENANTS BY LANDLORD

Section 7.00 COVENANTS

The Landlord hereby covenants with the Tenant as follows:-

Section 7.01 QUIET ENJOYMENT

That the Tenant paying the rent hereby reserved and service charges and observing and performing all the agreements covenants and stipulations on the part of the Tenant to be observed and performed as herein provided the Landlord shall permit the Tenant to quietly enjoy the Demised Premises during the Term hereby created without any interruption by the Landlord or any person claiming under or in trust for the Landlord.

Section 7.02 OUTGOINGS

That during the Term hereby created the Landlord will subject to Section 5.04 bear pay and discharge all quit rents rates assessments imposed on and payable in respect of the Demised Premises of the said Building.

Section 7.03 UPKEEP OF COMMON PROPERTY AND PROVISION OF SERVICES

The Landlord will, in consideration of the Service Charges:-

- (a) provide such common lifts, common escalators and air-conditioning services to common areas during Business Hours;
- (b) supply water and electricity for use in the passages corridors lavatories and other parts of the said Building used by the Tenant in common with other tenants of the said Building;

- (c) maintain upkeep and repair whenever necessary the roof main structures, external walls, floors, main drains, pipes and the Common Property and Common Parts of the said Building and the lifts, common escalators and main air conditioning plant ducting and other mechanical and electrical installations in good tenatable repair and condition at such times and in such manner as the Landlord in its absolute discretion shall consider to be necessary;
- (d) keep the entrances, vestibules, staircases, landings, corridors, passages, conveniences and other parts of the Common Property and Common Parts of the said Building clean and lighted;
- (e) employ such agents or personnel as may be necessary in the opinion of the Landlord for the provision of the services and management of the said Building as provided in this section including such security personnel for the protection of the said Building.
- (f) except when the air-conditioning plant is shut down for maintenance or repair of equipment or for other reasonable cause as deemed necessary, the Landlord shall provide and pay for the central air-conditioning for the whole of the said Demised Premise(s) during the hours of 8.00 a.m to 5.30 p.m on Sunday to Friday except Saturday and Public Holidays. Air-conditioning services may be provided to the said Demised Premise(s) on Saturday and Public Holidays or within the day stipulated but beyond the abovementioned closing hours if specifically so requested by the Tenant in writing subject to the Tenant bearing additional charges as may be reasonable to provide for the air-conditioning service.

Section 7.04 SUSPENSION OF RENT

In the event that the Demised Premises or the said Building or any part thereof at any time during the Term hereby granted being damaged or destroyed by fire so as to render the Demised Premises unfit for use or access thereto impossible then (save and except where such fire has been caused by any act, default or negligence of the Tenant or its agents or any of their respective employees) the Term Rent hereby reserved or a fair proportion thereof according to the nature and extent of the damage sustained shall be suspended from the date of the happening of the event until the Demised Premises shall again be rendered fit for occupation and use or until access thereto may be obtained as the case may be and any dispute concerning this section shall be determined by a single arbitrator in case the parties hereto shall agree or failing which by two (2) arbitrators one (1) of whom is to be appointed by each party hereto and in either case in accordance with the provisions of the Arbitration Act, 2005 or any statutory amendment or re-enactment thereof for the time being in force Provided Always that nothing in this section shall render it obligatory on the part of the Landlord to restore reinstate or rebuild the Demised Premises or the said Building or any part thereof if the Landlord in its absolute discretion is not desirous to do so in which event and notwithstanding anything to the contrary herein this instrument contained the Landlord shall be entitled to terminate the existing Term hereby granted by sixty (60) days notice in writing to the Tenant and upon such termination the Tenant shall peaceably surrender leave and yield up possession of the Demised Premises to the Landlord and none of the parties hereto

shall have any claims whatsoever against the other save and except in respect of any antecedent breach.

ARTICLE VIII **EVENTS OF DEFAULT**

Section 8.01 BREACH OF COVENANTS

If the rent hereby reserved or any part thereof shall be in arrears and unpaid after becoming due and payable (whether formally demanded or not) on the due dates for the payment thereof as provided under Section 3.02 or if the Tenant shall continue to be in breach of any agreements, terms conditions, stipulations or undertakings contained in this Tenancy Agreement to be observed and performed on the notice from the Landlord requiring the Tenant to remedy the breach within a period of fourteen (14) days from the date of service of notice or if for any reason whatsoever the Demised Premises is not open for business by the Tenant for a continuous period of thirty (30) days or if the Tenant shall have a receiving order made against the Tenant to enter into any scheme of arrangement or composition with its creditors or have a petition for winding up declared by a court of competent jurisdiction presented against it or passes any resolution for its winding up or allows a judgement obtained against it by any person to remain unsatisfied for a period of fourteen (14) days after service of such judgement upon the Tenant (save and except where the Tenant has filled on Appeal against such judgement) or a distress or execution or order process of a Court of competent jurisdiction be levied upon or issued against any of the assets or properties to the Tenant and such distress execution or other process as the case may be is not satisfied by the Tenant within fourteen (14) days from the date thereof or a Receiver and or Manager of the Tenant's assets or properties or any part thereof shall be appointed pursuant to any debenture or execution or other process of a Court of competent jurisdiction be levied upon or issued against any assets or properties of the Tenant; or in the event that the Tenant shall abandon the Demised Premises for any reason whatsoever then and upon the happening of any such events aforesaid it shall be lawful for the Landlord to any time thereafter to re-enter upon the Demised Premises or any part thereof in the name of the whole and whereupon the term hereby granted shall absolutely determine and the Rental Deposit shall be forfeited by the Landlord without prejudice to such other rights powers and remedies conferred upon the Landlord under any law or rules of equity against the Tenant for any loss or damage incurred or suffered by the Landlord arising out of such breach or default on the part of the Tenant and including any other claims in respect of any antecedent breach. In addition thereto the Tenant shall pay to the Landlord a sum equal to the remainder of the Term Rent or the whole of the unexpired period of the said Term as liquidated damages, provided that the Landlord shall refund out of such any rent that it shall receive if the Demised Premises could be let out during the said unexpired period.

Section 8.02 LANDLORDS' RIGHTS UPON BREACH OF COVENANTS

If any of the aforementioned events referred to in Section 8.01 above shall occur, the Landlord shall without prejudice to any other rights it may be entitled to, use and take any other action the Landlord deems to recover all monies due and owing to the Landlord and the costs and expenses (including the Landlord's solicitors'

costs on a solicitor and own client basis) for all such actions taken shall be borne by the Tenant.

Section 8.03 UNILATERAL TERMINATION BY THE TENANT

In the event of the Tenant vacating from the Demised Premises before the expiration of the Term the Landlord shall be entitled to forfeit the Rental Deposit and in addition thereto the Tenant shall forthwith pay to the Landlord a sum equal to the remainder of the Term Rent for the whole of the unexpired period of the said Term as agreed liquidated damages, provided that the Landlord shall refund out of such sum any rent that it shall receive if the Demised Premises could be let out during the said unexpired period.

Section 8.04 TERMINATION BY LANDLORD

Notwithstanding any terms and conditions herein contained to the contrary it is hereby confirmed and agreed between the parties hereto that the Landlord may at any time terminate this Tenancy Agreement due to a breach of any covenants and conditions by the Tenant herein by giving to the Tenant fourteen (14) days notice or such longer period as the Landlord shall in its absolute discretion decide to remedy such breach and thereafter if the breach is not remedied by the Tenant within the period stipulated by the Landlord then this Tenancy Agreement shall be automatically determined but without prejudice to the Landlord's right of action against the Tenant for all losses and damages arising from the breach of this Tenancy Agreement. In addition the Rental Deposit paid to the Landlord pursuant to the provisions of this Tenancy Agreement shall be forfeited to the Landlord and the Tenant shall forthwith pay to the Landlord a sum equal to the remainder of the Term Rent for the whole of the unexpired period of the said term as agreed liquidated damages, provided that the Landlord shall refund out of such sum any rent that it shall receive if the Demised Premises could be let out during the said unexpired period.

Section 8.05 FAILURE TO VACATE ON TERMINATION

If the Tenant in termination of the Tenancy fails to yield and vacate the Demised Premises aforesaid in addition to the rights of the Landlord as herein before provided but not in substitution thereof the Tenant shall pay to the Landlord as agreed liquidated damages a sum equivalent to two (2) times the Term Rent prorated to a daily basis for each day's delay to evict the Tenant or to take proceedings to enforce the other right of the Landlord contained in this Tenancy Agreement.

Section 8.06 PENALTY ON LATE PAYMENTS

In addition to and without prejudice to the rights and powers and remedies conferred upon the Landlord against the Tenant under any of the proceeding sections of this ARTICLE VIII, if the Tenant shall for any reason whatsoever default in the payment on due date of any sum payable under this Tenancy Agreement (whether rental, or otherwise) the Tenant shall pay to the Landlord penalty at the rate of eighteen (18%) per cent per annum on daily basis such sum in arrears as from the 7th day immediately following next after the due date until the actual date of payment of such sum in arrears (as well after as before any

judgement) such penalty shall be calculated on the basis of a 365 day year shall accrue from day to day provided always that nothing in this case shall be construed to imply that the Tenant on whom the obligation exists to make such payments shall be entitled to delay any payments due in accordance with the provisions of this Tenancy Agreement.

ARTICLE IX **ADDITIONAL PROVISIONS**

Section 9.01 ADDITIONAL RIGHTS OF THE LANDLORD

Notwithstanding anything to the contrary contained in this Tenancy Agreement it is hereby further expressly agreed, between the parties as follows:-

(a) **Erection and removal of structures**

That the Landlord shall have the absolute right at any time and from time to time hereinafter without notice to or concurrence of the Tenant to permit any person, firm, company or organization to erect or remove any booths, kiosks or other structures whatsoever on any part of the Common Property and Common Parts as the Landlord may think fit for the purposes of carrying on any trade or business provided that such structures do not interfere with the access to the Demised Premises and any rents fees or other payments payable or derived therefrom shall belong to the Landlord absolutely; and

(b) **Exhibitions, displays and other functions**

That the Landlord shall have the absolute right at any time and from time to time hereinafter without notice or concurrence of the Tenant hold or permit to be held either alone or jointly with any person company firm or organisation any exhibitions, displays and merchandise, parades demonstrations or other functions whatsoever on any part of the Common Property and Common Parts and upon such term and conditions as the Landlord may think fit and any proceeds or profits derived therefrom shall be for the absolute benefit of the Landlord or otherwise disposed off as the Landlord may deem fit.

Section 9.02 ELECTRICITY POWER ALLOCATION FOR DEMISED PREMISES

That the electrical installations and wiring in the said Building have been designated to meet the electricity supply requirements of up to the maximum load of 5 w per square foot allocated for the Demised Premises for lighting and small power only not inclusive of air condition and other services.

Section 9.03 DISPOSAL OF REFUSE, DEBRIS AND OTHER WASTE MATTER

The Tenant shall not deposit or allow to be deposited or permit the accumulation of dirt, rubbish, refuse, boxes or debris of any sort in the Demised Premises or the said Building or the said Land or any part thereof except in such places allocated for disposal of refuse; Notwithstanding the aforesaid, the Tenant shall not deposit or allow to be deposited or permit the accumulation of any excreta,

garden refuse, industrial waste and/or other waste matter as defined by the Appropriate Authority in the Demised Premises or the said Building or the said Land or any part thereof but the Tenant shall dispose them at its own cost and expense in such places designated for such purpose by the relevant Authority.

Section 9.04 WAIVER

No failure to exercise nor any delay in the exercise on the part of the Landlord of any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any right or remedy. The rights and remedies herein conferred upon the Landlord are cumulative and not exclusive of any other rights or remedies provided by law or in equity.

Section 9.05 AMENDMENT

No amendment modification termination or waiver of any of the provisions of this Tenancy Agreement nor consent to any departure by the Tenant therefrom 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.

Section 9.06 NO MONOPOLY

Nothing herein contained shall be construed as implying that the Tenant shall have or may expect a monopoly in its class of business in the said Building or any restriction in the number of Tenants carrying on the same class of business in the said Building.

Section 9.07 TERMS AFFECTING OTHER TENANTS

Nothing herein contained shall be construed as conferring on the Tenant any right to enforce any covenant or agreement relating to any other premises or portions of the said Building demised by the Landlord or limit or affect the right of the Landlord in respect of any of such other portions or premises to deal with the same and impose and or vary such terms and conditions in respect thereto in any manner as the Landlord may in its absolute discretion think fit.

Section 9.08 LANDLORD NOT LIABLE - EXEMPTION PROVISIONS

Notwithstanding anything to the contrary herein contained the Landlord shall not in any way be liable:-

- (a) to the Tenant and for any loss or damage costs and expenses howsoever incurred or suffered by the Tenant and or if for any cause beyond its control the Landlord is unable to carry out or perform any of the services for which the Service Charges are levied or caused by or arising out of machinery, plant, installment or equipment, electric power failure, cut-off of water supply, fire

sprinkler system or other apparatus whatsoever or interruptions in the provision of the services; and

- (b) to the Tenant or any of the Tenant's agents or their respective employees, licensees, invitees or customers in the Demised Premises or the said Building or to others who may be permitted to enter or use the said Building for accidents happening or injuries sustained or for any loss or damage however caused to any goods merchandise, plant, equipment, machinery, chattels or other effects whatsoever in the Demised Premises or the said Building or the said Land or any part thereof arising from the negligence of the Landlord and or negligence, misconduct, default, acts or omissions of any of the employees of the Landlord and its agent or any other personnel engaged or employed in connection with the provision of the services. Provided that this exception will not apply in the event the Tenant's subsisting policy against such loss or mishaps is invalidated or rendered void or voidable by such act, negligence, misconduct or default of the Landlord or any of the employees of the Landlord, its agent or other personnel engaged or employed in connection with the provisions of the services.

Section 9.09 DAMAGE OR INJURY TO LANDLORD OR THIRD PARTIES

The Tenant shall be wholly responsible for any damage caused to the Landlord or to any person whatsoever directly or indirectly of any part of the interior of the Demised Premises or of any machinery plant equipment or effects whatsoever therein by the act or omission of the Tenant and so save harmless and indemnify the Landlord against any claims demands actions proceedings prosecutions loss damages, fines, penalties costs and expenses which may be made or instituted by any person or authority against or otherwise incurred or suffered by the Landlord in respect thereof.

Section 9.10 TAXES

In the event that any Appropriate Authorities imposes a sales or service or any similar tax upon any payment including rent payable by the Tenant to the Landlord OR any payment received by the Tenant in relation to the Tenant's use /or occupation of the Demised Premises under this Agreement, such sales or service or other similar tax shall be paid by the Tenant within the time stipulated in the tax invoice and that the Tenant shall comply with the requirements of the relevant law regulating the payment of such sales or service or other similar tax including but not limited to the issuance of the relevant tax invoice (if any).

Section 9.11 VICARIOUS LIABILITY

For the purpose of these presents any act default or omission of the agents or servants of the Tenant shall be deemed to be the act default or omission of the Tenant.

Section 9.12 INDULGENCE

Acceptance of rent and or Service Charges hereby reserved by the Landlord shall not be deemed to operate as a waiver by the Landlord of any right to

proceed against the Tenant in respect of a breach by the Tenant of any of the Tenant's obligations hereunder and any indulgence given by the Landlord shall not constitute a waiver of or prejudice the Landlord's rights herein contained.

Section 9.13 COMPLAINTS

All such security services and employees of the Landlord or its agents in connection with the said Building shall be under the supervision and control of the Landlord and or its duly appointed agents to whom all complaints with regard to any of such security or employees shall be made.

Section 9.14 PARKING ARRANGEMENTS

The parking of vehicles in the parking areas serving the said Building shall be the subject of a separate arrangement or license, if any, between the Landlord or its agent and the Tenant and shall not be deemed or construed as forming part of this Tenancy.

Section 9.15 POSITION OF DEMISED PREMISES

It is hereby agreed and declared between the parties hereto that the position of the Demised Premises in relation to the other premises of the said Building as shown in the Floor Plan and the measurements boundaries and area of the Demised Premises are believed but are not guaranteed to be correct. The centre line of all party walls the inner point of the exterior wall or the glass line whichever is the greater shall be used in all measurements. For the purpose of calculation of the rental the area stated for the Demised Premises in the Third Schedule hereof shall be final and conclusive between the parties hereto.

Section 9.16 CHANGES TO PARTITIONS OF DEMISED PREMISES

If as a result of the introduction or implementation of any new bye-laws, rules, regulations or directive (whether or not having the force of law) by the Appropriate Authority requiring any changes or modifications to the partitions carried out by the Tenant on the Demised Premises the Tenant shall within receipt of fourteen (14) days notice from the Landlord proceed to change or modify such partitions of the Demised Premises in order to comply with such requirements from the Appropriate Authority failing which it shall be lawful for the Landlord and or its agents and workmen at any time after the expiration of such notice to enter upon the Demised Premises or any part thereof to carry out such necessary works in respect of such changes or modifications and all costs and expenses incurred in respect thereof shall be recoverable by the Landlord as a debt due by the Tenant to the Landlord and payable by the Tenant within fourteen (14) days of receipt of written demand.

Section 9.17 ALTERATION BY LANDLORD

The Landlord shall be entitled to make such alterations and additions to the Demised Premises and to install such fixture and fittings, security alarm and other conveniences in or upon the Demised Premises as the Landlord may deem fit for the purpose.

Section 9.18 FIRE DRILL

The Landlord may whenever it deems necessary conduct or cause to be conducted fire drills or any other safety exercise and the Landlord shall be entitled to shut down or disconnect the lifts, lighting power and water supply and any other facility or service that the Landlord may deem necessary and the Landlord shall not be responsible or liable for any loss or damage arising from such shutdown or disconnection as aforesaid.

Section 9.19 BREAKDOWN

Notwithstanding anything herein contained the Landlord shall not be liable to the Tenant or otherwise nor shall the Tenant have any claim against the Landlord whether for abatement of rent or otherwise in respect of any defect breakdown or interruption of any machinery or plant in respect of the lifts, fire sprinklers, air-conditioning, power supply, water supply any other services herein mentioned by reasons of necessary repair or maintenance or any installation or apparatus or damage thereto or destruction hereof by water, act of God or other cause beyond the control of the Landlord or by reason of mechanical or other workmen or other or a shortage of fuel, material, water or labour.

Section 9.20 TITLE

The Landlord shall not be required to produce their title to the Demised Premises nor to reply to any requisition for the title.

Section 9.21 NO CAVEAT BY TENANT

The Tenant covenants not to file any caveat on the title to the said Land.

Section 9.22 TIME OF ESSENCE

Time wherever stated in this Tenancy Agreement shall be of the essence of the contract.

Section 9.23 GOVERNING LAW

This Tenancy Agreement shall be governed by and construed in accordance with the Laws of Malaysia.

Section 9.24 COSTS AND EXPENSES

All such stamp duties, registration fees and other expenses incidental to this Tenancy Agreement and in connection with the preparation execution and registration of this Tenancy Agreement shall be for the sole account of and borne by the Tenant.

Section 9.25 LEGAL COSTS AND DISBURSEMENTS ON A SOLICITOR AND CLIENT BASIS

Any legal cost, disbursement and other expense incurred by the Landlord for recovery of rental by way of distress or any other form of legal action (including costs for notices) and all legal costs and disbursements incurred by the Landlord in recovery of possession of the said Demised Premises shall be borne by the Tenant absolutely on a solicitor and client basis.

Section 9.26 PLANS

To furnish at the Tenant's written request and at the Tenant's costs copies of the mechanical electrical and/or other plans pertaining to the Demised Premises.

Section 9.27 AGREEMENT SUPERSEDES ANY PRIOR AGREEMENTS

This Tenancy Agreement supersedes any prior agreements between the parties whether written or oral and any such prior agreements are cancelled as at the date of this Tenancy Agreement but without prejudice to any rights which have already accrued to either of the parties.

Section 9.28 NOTICES

Any request or notice required to be given or served hereunder shall be in writing duly signed by any of the authorised signatories of the party issuing such request or notice or a firm of solicitors purporting to act for such party and:

- (a) shall be sufficiently served on the Tenant if addressed to the Tenant and despatched personally or left at or sent by post to the Demised Premises or such other place of business for the time being or last known address of the Tenant; and
- (b) shall be sufficiently served on the Landlord if addressed to the Landlord and despatched personally or sent by post to the address stated in Section 2 of the Third Schedule for the time being of the Landlord and any such request or notices sent by post shall be deemed to have been validly given or served to the party concerned seven (7) days after the letter containing the same is put into a post office at Johor Bahru and in proving the giving or service of such request or notice it shall be sufficient to prove that such letter containing the same was properly addressed, stamped and put into a post office notwithstanding that the letter may subsequently be returned unclaimed to such post office.

Section 9.29 SUCCESSORS BOUND

This Tenancy Agreement shall be binding upon the successors in title of the Landlord and upon the successors in title and permitted assigns of the Tenant.

Section 9.30 CHARGE OF LAND AND ASSIGNMENT OF THE LANDLORD'S RIGHTS

The Landlord shall at any time and from time to time be entitled and have the absolute right to:

- (a) create a charge over the Land; and/or
- (b) assign the Landlord's rights under this Tenancy Agreement;

without the need to procure the Tenant's consent and 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 this clause provided always that any charge created over the Land after the date of this Tenancy Agreement shall be subject to the Tenant's rights under this Tenancy Agreement.

Section 9.31 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, officeholders, agents, contact persons, representatives and authorised persons) pursuant to this Agreement, the parties hereby undertake, represent and agree to comply with other applicable legislation 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.

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

Section 9.32 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 illegal 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.

Section 9.33 ANTI-BRIBERY AND ANTI-CORRUPTION LAWS

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.

Section 9.34 SPECIAL CONDITIONS

The First, Second and Third Schedule shall be taken read and construed as an essential part of this Tenancy Agreement. In the event of any conflict between the provisions of this Tenancy Agreement and the particulars stated in the Schedules, the later shall prevail.

[THE REST OF THIS PAGE HAS BEEN INTENTIONAL LEFT 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 Common Seal of the Landlord)
AMANAHRAYA TRUSTEES BERHAD)
(Company No. 200701008892 (766894-T)))
(as trustee for Al-Salām REIT))
was hereunto affixed in the presence of)



Director/Authorised Signatory

ZAINUDIN SUHAIMI
Chief Executive Officer
AmanahRaya Trustees Berhad

THE TENANT

The Common Seal of the abovenamed]
Tenant was hereunto affixed in]
the presence of:]

Director

OR

SIGNED by]

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

OR

SIGNED by the abovenamed Tenant]
In the presence of:]



Director/Secretary/Authorised Signatory

NOOR ANIZA BT MD NOOR
ASSISTANT GENERAL MANAGER
AMANAHRAYA TRUSTEES BERHAD

Director/Secretary



Name : Jeffrey Chan Chee Wai
I/C No : 770814-08-5957



Name : Joanna Phang Pui See
I/C No : 740227-14-5006

THE FIRST SCHEDULE

Section 1.01- Interpretation

LANDLORD'S FIXTURES AND FITTINGS

- (a) Sprinklers
- (b) Shopfront
- (c) Power and lighting points
- (d) Main and distribution Air-conditioning duct
- (e) Air-conditioning diffusers
- (f) Suspended ceilings

THE SECOND SCHEDULE

Section 5.09 – Use of Demised Premised

Section I

Type of business :

The Demised Premises shall only be used for the purpose of the business of
INSURANCE AND REINSURANCE BROKERS SERVICES

Section II

Name of Business

HOWDEN INSURANCE BROKERS SDN BHD

THE THIRD SCHEDULE

Section	Item	Particulars
1.	Date of Agreement	28 AUG 2024
2.	Name and Address of Landlord	AMANAHRAYA TRUSTEES BERHAD (as trustee for Al-Salām REIT) (Company No. 200701008892 (766894-T)) Tingkat 14, Wisma AmanahRaya, No.2, Jalan Ampang, 50508 Kuala Lumpur
3.	Name and Address of Tenant	HOWDEN INSURANCE BROKERS SDN BHD (Company No. 197801001023 (38040-H)) Unit 25-02B, Level 25, Menara Zurich 15, Jalan Abdullah Tahir 80300 Johor Bahru Johor
4.	Description of Demised Premises	Suite 2, Level 6, Menara KOMTAR, Johor Bahru City Centre, 80000 Johor Bahru (See floor plan attached)
5.	Term	Two (2) years
6A.	(i) Rent Free Period (ii) Fitting Out Period	Nil 01 st April 2024 until 30 th April 2024
6.	(i) Commencement Date (ii) Commencement of Rental (iii) Expiry Date	01 st May 2024 01 st May 2024 30 th April 2026

7.	Term Rent	Ringgit Malaysia : Sixty Nine Thousand And Three Hundred Only (RM69,300.00)
8.	Total Lettable Area	875 square feet
9.	Monthly Rental Rate	Ringgit Malaysia : Three And Cents Thirty Only (RM3.30)per square foot
10.	Monthly Rental	Ringgit Malaysia : Two Thousand Eight Hundred Eighty Seven And Fifty Only (RM2,887.50)
11.	Rental Deposit	Ringgit Malaysia : Eight Thousand Six Hundred Sixty Two And Fifty Only (RM8,662.50)
12.	Option To Renew	Two (2) years
13.	Utilities Deposit	Ringgit Malaysia : One Thousand Only (RM1,000.00)
14.	Fit Out Deposit	Ringgit Malaysia : One Thousand Only (RM1,000.00)

FLOOR PLAN

