

DATED THIS 02 DAY OF OCTOBER , 2024

BETWEEN

**PNB COMMERCIAL SDN. BERHAD
[Company No. 200001015419 (518026-P)]
("THE LANDLORD")**

AND

**MESSRS TEE & TEOH
("THE TENANT")**

**TENANCY AGREEMENT
OF THE DEMISED PREMISES DESCRIBED IN
SECTION 4 OF THE FIRST SCHEDULE**



KERAJAAN MALAYSIA

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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Cara Bayaran *Payment Method* FPX TRANSACTIONS
No. Adjudikasi *Adjudication No.* L01F1A1BD1XJ001
Jenis Surat Cara *Type Of Instrument* PERJANJIAN SEWA
 SURAT CARA UTAMA
Tarikh Surat Cara *Date Of Instrument* 02/10/2024
Balasan *Consideration* RM 0.00
Maklumat Pihak Pertama / Penjual / Pemberi *First Party / Vendor / Transferor / Assignor*
 PNB COMMERCIAL SDN. BERHAD, (518026-P, 200001016419)
Maklumat Pihak Kedua / Pembeli / Penerima *Second Party / Purchaser / Transferee / Assignee*
 MESSRS TEE & TEOH, (-)
Butiran Harta / Suratcara *Property / Instrument Description*
 SUITE NO. 7.3A, LEVEL 7 MENARA PELANGI NO. 2 JALAN KUNING, TAMAN PELANGI, JOHOR BAHRU
 80400, JOHOR

MALAYSIA

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Tarikh Penyeteman <i>Date Of Stamping</i>	07/10/2024
Duit Setem Dikenakan <i>Amount Of Stamp Duty</i>	RM 294.00
Penalti <i>Penalty</i>	RM 0.00
Pelesenan <i>Adjustment</i>	RM 0.00
Jumlah Dibayar <i>Total Amount Paid</i>	RM 294.00
Indorsemen <i>Indorsement (Like Saleen 3949)</i>	Seksyen 27

Pernuncian Duit Setem

No. Ketulusan Perbendaharaan *Treasury Approval No.* : KK/BSKK/10/600-2/1/2(60)Tarikh Cetak *Printed Date* : 09/10/2024 10:37:45

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THIS TENANCY AGREEMENT is made this 02 day of OCTOBER, 2024 between:

- (1) The party described in Section 1 of the First Schedule (hereinafter called "the Landlord") of the one part; and
- (2) The party described in Section 2 of the First Schedule (hereinafter called "the Tenant") of the other part.

The express provisions to which this Tenancy Agreement is subject to are as follows:

ARTICLE I - INTERPRETATION

Section 1.01 Definitions

Where used in this Tenancy Agreement unless the context shall otherwise require, the following expressions shall have the following meanings:

- (a) "Appendix" means the appendices to this Agreement;
- (b) "Appropriate Authority" means any governmental, semi or quasi-governmental and/or statutory departments, agencies or bodies;
- (c) "Building Management" means the Management of Johor Bahru City Square;
- (d) "Business Hours" means the hours as described under Section 12 of the First Schedule;
- (e) "Commencement Date" means the date stated in Section 6 of the First Schedule;
- (f) "Common Property" means those parts of the Said Building which are provided by the Building Management for the common use by the tenants of premises in the Said Building and their respective customers, employees, invitees and licensees in common with all other persons having the like right to use the same which parts shall include without limiting the generality of the foregoing, all roads, walkways, pavements, passages entrances, courts, vestibules, halls, lavatories, water closets, stairways, elevators, escalators and gardens and such other areas, amenities, grounds and conveniences from time to time provided, prescribed or made available by the Building Management for the common or general use or benefit of the tenants, customers, employees invitees and licensees aforesaid;
- (g) "Demised Premises" means the premises as specified under Section 4 of the First Schedule and as shown in the plans annexed hereto as the Second Schedule;
- (h) "Deposit" means collectively the Deposits as specified under Article IV, Section 4.01, Section 4.02, Section 4.03 and Section 4.04 respectively hereof, the amount of which are stated in Section 9 of the First Schedule;
- (i) "First Schedule" means the schedule annexed to this Tenancy Agreement as the First Schedule;

- (j) **"Landlord"** means the party as described under Section 1 of the First Schedule;
- (k) **"Rent"** means the rental payable by the Tenant to the Landlord in accordance with Section 5.01 hereunder;
- (l) **"Said Building"** means the building as specified under Section 3 of the First Schedule;
- (m) **"Second Schedule"** means the schedule annexed to this Tenancy Agreement as the Second Schedule;
- (n) **"Tenancy Agreement"** means this tenancy agreement including the schedules and appendices hereto and any variation, amendment, modification or extension thereof or supplement thereto made between the parties hereto in writing from time to time in force;
- (o) **"Tenant"** means the party as described under Section 2 of the First Schedule.

Section 1.02

Words importing the masculine gender shall include the feminine and neuter genders and words importing the singular shall include the plural and vice versa.

Section 1.03

Recitals and Schedules referred to in this Tenancy Agreement shall form an integral part of this Tenancy Agreement.

Section 1.04

Headings are inserted for convenience only.

ARTICLE II - RECITALS

Section 2.01

The Landlord is desirous of letting the Demised Premises to the Tenant, who is desirous of accepting the same, which has been inspected by the Tenant, for the sole purpose as specified under Section 11 of the First Schedule, subject to the terms and conditions of this Tenancy Agreement.

ARTICLE III - GRANT OF TENANCY

Section 3.01

Grant of Tenancy

The Landlord agrees to let and the Tenant agrees to take on a tenancy of the Demised Premises together with the use and enjoyment in common with other persons entitled as to the entrances, vestibules, staircases, landings, corridors, passages, water closets, lavatories and conveniences and other like amenities during such hours hereto subject to the terms and conditions hereinafter contained.

Section 3.02

Term of Tenancy

The tenancy hereby created shall be for the period stated in Section 5 of the First Schedule which commences on the Commencement Date as stated in Section 6 of the First Schedule.

ARTICLE IV - DEPOSIT

Section 4.01 Advance Rental and Rental Deposit

On the execution of this Tenancy Agreement or prior to the occupancy of the Demised Premises, whichever is the earlier, the Tenant shall pay to the Landlord a sum as stipulated in Section 9(a) of the First Schedule ("Advance Rental") being the first month rental of this Tenancy Agreement. The Tenant also shall pay as deposit to the Landlord a sum as stipulated in Section 9(b) of the First Schedule ("Rental Deposit"), being security for the due observance and performance by the Tenant of all obligations, terms and conditions to be observed and/or performed by it hereunder.

Section 4.02 Utilities Deposit

The Tenant shall upon execution of this Tenancy Agreement pay to the Landlord the sum stipulated in Section 9(c) of the First Schedule hereto ("the Utilities Deposit") as security for due payment of water, sewerage, electricity and telephone charges by the Tenant. The Utilities Deposit shall be held by the Landlord as water, sewerage, electricity and telephone deposit during the Term hereby created and shall be refunded to the Tenant free of interest less whatever sums due and unpaid in respect of water, sewerage, electricity and telephone charges incurred in the Demised Premises on the determination of this Tenancy.

Section 4.03 Fit-Out Deposit and Reinstatement Deposit

The Fit-Out Deposit as specified in Section 9(d) of the First Schedule shall be held by the Landlord until the completion of the Fit-Out works, subject to the satisfactory completion of the Fit-Out works by the Tenant. The Fit-Out Deposit shall also be held as the Reinstatement Deposit. In the event the Fit-Out Deposit is utilized towards any costs arising out of the Tenant's failure to carry out the Fit-Out in accordance with the terms and conditions herein and in this Tenancy Agreement, the Tenant shall pay the shortfall of the Reinstatement Deposit to the Landlord.

The Reinstatement Deposit shall be used to ensure the Tenant reinstate the Demised Premises to bare condition or other conditions as may be agreed upon the determination of the Tenancy, failing which the Landlord shall have the right to utilise the Reinstatement Deposit for the purpose of the reinstatement, and claim the shortfall of the reinstatement work from the Tenant.

Section 4.04 Mailbox Deposit

The Mailbox Deposit as specified in Section 9(e) of the First Schedule shall be used to ensure the Tenant keep the mailbox in a good condition throughout the Term.

Section 4.05 Deposit to be Maintained

The Deposit shall be maintained at the figure as specified in Section 9 of First Schedule during the Term hereby created subject to such additional payments in conformity with the increase in the Rent provided hereunder and shall not be deemed to be or treated as payment of or towards the Rent hereunder and on the determination by effluxion of time of the Term hereby created or the lawful termination of this Tenancy Agreement shall be returned to the Tenant within thirty (30) days, free of interest, less any sum as may then be due or owing to the Landlord hereunder or by the Tenant but without prejudice to any other claims which the Landlord may have against the Tenant hereunder.

Section 4.06 Forfeiture of Deposit

In the event of the Tenancy hereby created being terminated by the Landlord for reasons of default or breach by the Tenant of its obligations, duties and covenants hereunder, or upon the Tenant failing to complete the full term of the Tenancy hereby created for any reason whatsoever thereof the Landlord shall be entitled to forfeit the Deposits towards the account of any loss damage

and/or cost incurred by the Landlord arising from the default of the Tenant therefore and thereupon this Tenancy shall be deemed to be determined forthwith and thereafter be of no effect between the parties hereto, PROVIDED ALWAYS that the Landlord shall be entitled to recover any arrears then due and owing by the Tenant to the Landlord in respect of the Tenancy hereby created and the cost of rectifying the Demised Premises to its original condition.

ARTICLE V - RENT

Section 5.01 **Rent**

The Rent shall be in accordance with the terms and amounts specified in Section 10 of the First Schedule payable monthly in advance upon commencement of this Tenancy and thereafter on or before the seventh (7th) day of every subsequent month, whether formally demanded or not. The Rent shall be paid directly to the Landlord or to such other person nominated in writing by the Landlord at any time or from time to time hereafter as specified under Section 10 of the First Schedule.

ARTICLE VI - COVENANTS BY TENANT WITH LANDLORD

Section 6.01(a) **Payment of Rent**

The Tenant shall pay to the Landlord the Rent hereby reserved at the times and in the manner as stated in Section 10 of the First Schedule without any deduction whatsoever.

Section 6.01(b) **Payment of Utilities and other Charges**

The Tenant shall promptly pay all charges in respect of water, sewerage, electricity and/or telephone and other telecommunications equipment and other services consumed, supplied to or used in the Demised Premises directly to the relevant Authorities and shall indemnify the Landlord against all such charges for services consumed or incurred in relation to the Demised Premises by the Tenant. In the event the Tenant fails to pay any such charges to the Appropriate Authority, the Landlord shall have the right, not the obligation, to pay such charges on Tenant's behalf and the Tenant shall reimburse the Landlord for such utilities charges including the cost incurred by the Landlord for settling such charges upon Landlord's demand.

Section 6.02 **Tenant's Representation and Compliance with Authorities Requirement**

- (a) The Tenant hereby represents to the Landlord and acknowledges that the Landlord has entered into this Tenancy Agreement in full reliance of such representations as follows:
- (i) The Tenant is a duly incorporated company under the laws of Malaysia and is validly existing;
 - (ii) The Tenant has the power to enter into, exercise its rights and perform and comply with its obligations under this Tenancy Agreement;
 - (iii) All actions, conditions and things required to be taken, fulfilled and done (including the obtaining of any necessary consents) in order (i) to enable the Tenant lawfully to enter into, exercise its rights and perform and comply with its obligations under this Tenancy Agreement and (ii) to ensure that those obligations are valid, legally binding and enforceable have been taken, fulfilled and done; and

- (iv) The Tenant's obligations under this Tenancy Agreement are valid, binding and enforceable.
- (b) The Tenant is to obtain approval from such relevant authorities, if any, and comply with all requirements of any Appropriate Authority in respect of the Demised Premises at the Tenant's own cost and expense. Further, the Tenant must in all respects comply with all provisions of the applicable laws and regulations thereunder which are now in force or may thereafter be enacted and with all other obligations imposed by the law or the Appropriate Authority in respect to the Demised Premises and the carrying on of the trade or business for the time being carried on upon the Demised Premises, which shall be as approved in Section 11 of the First Schedule attached hereto.

Section 6.03 **Use of Demised Premises**

The Tenant hereby agrees to use the Demised Premises for the purpose stipulated under Section 11 of the First Schedule and not to use the Demised Premises for any other purpose whatsoever except with the prior written consent of the Landlord and any relevant authority.

Section 6.04 **Insurance Coverage**

The Tenant hereby agrees to take up Public Liability Insurance (inclusive of Workmen's Compensation) indemnifying both the Landlord or its appointed representative and Tenant in the sum as mentioned in the First Schedule during the Term and shall produce the receipts and cover note in respect of the same immediately upon request by the Landlord.

Section 6.05 **Repair to Damage Done**

The Tenant shall repair and make good to the reasonable satisfaction of the Landlord any damage done to the Demised Premises, including the fixtures and fittings therein, within fourteen (14) days of notification by the Landlord, arising from the acts, omission or negligence of the Tenant, its employees or agents.

Section 6.06 **Notices from Appropriate Authority**

Upon receipt of any notice, order, direction or other notification from any competent Appropriate Authority in respect of or affecting or likely to affect the Demised Premises, whether directly or otherwise, or should such Appropriate Authority requires the Tenant to do or to refrain from doing anything, the Tenant shall, in such event, immediately comply with the same and forthwith deliver a copy of the said notice to the Landlord within seven (7) days after receiving such notice.

Section 6.07 **Notice of Defects**

The Tenant shall promptly give notice to the Landlord of any accident or defect or damage that may occur to the Demised Premises or the Said Building or of any material defects in the water pipes, sewers, gas pipes, electrical installations or fixtures or any other fixtures and fittings or other facilities which comes to the Tenant's knowledge provided by the Landlord and shall keep the Landlord informed of any circumstances likely to be or to cause any danger risk or hazard to the Demised Premises or to the Said Building or to any person therein.

Section 6.08 **Installation of Electrical Sockets and Plugs**

The Tenant agrees not to install any electrical socket, plug, electrical power, electrical motor engine or appliance or air conditioner without the prior written consent of the Landlord, which consent shall not be unreasonably withheld PROVIDED THAT the Tenant shall at its own cost and expense obtain a certificate from a qualified electrical engineer that the installation of such electrical socket plug or electrical motor engine or appliance or air conditioner shall not overload or cause damage to the existing electrical installations. In the event that the Tenant breaches this

covenant, the result of which the Landlord suffers any loss or damage, the Tenant shall forthwith indemnify and keep indemnified the Landlord all such loss and damage upon proof of the same. Any document produced by the Landlord in respect of loss or damage suffered shall be conclusive proof of the amount required to be indemnified by the Tenant.

Section 6.09 **To Permit Laying of Wires and Pipes**

The Tenant shall permit the Landlord, its agents or workmen to lay, fix in or lead through the Demised Premises all such wires, cables and ducts for electricity and air-conditioning installation and pipes for water, gas, waste or sewage as the Landlord may from time to time require to be laid, fixed in or led through the Demised Premises for the general purposes of repairing, removing or replacing all or any of the said wires, cables ducts and pipes. The Landlord shall before having the aforesaid works executed give the Tenant reasonable notice of the aforesaid works being carried out.

Section 6.10 **Structural or Material Alterations and Renovation**

- (a) The Tenant shall not make any structural or material alterations or additions on or to the Demised Premises or any part thereof without the prior written approval of the Landlord and the Appropriate Authority to the alterations or additions proposed and to the plans and specifications thereof and thereafter the Tenant may at the Tenant's own cost and expense make all such alterations or additions in conformity with such approved plans and specifications PROVIDED ALWAYS the giving of such approval and/or consent by the Landlord shall not make the Landlord liable to the Appropriate Authority for such renovations or additions or alterations. If required by the Landlord, the Tenant shall remove such alterations or additions at or before the end of the Tenancy and in that event shall restore the Demised Premises in all aspects to its original former state.
- (b) The Tenant hereby undertakes that in carrying out the renovation and alteration works that it, its agents and or servants shall abide by the rules and regulations pertaining thereto imposed by the Landlord and that further it shall not in any manner:
 - (i) damage or cause any damage to the road, drainage, sewerage, piping, cable or any other structures or items put up by the Landlord or otherwise within the Said Building;
 - (ii) store or keep any building materials and/or construction equipment within the Said Building save and except within the Demised Premises or any area specifically agreed to by the Landlord;
 - (iii) erect any worker's quarters or store on the Said Building;
 - (iv) block any road, driveway, back lane, passageway or path within the Said Building;
 - (v) dump any waste or redundant materials within the Said Building; and/or
 - (vi) cause any inconvenience to any of the other tenants and or lawful occupiers of the Said Building unless such inconvenience is unavoidable.
- (c) The Tenant hereby further undertakes the following:
 - (i) only renovation works so approved by the Landlord in writing may be carried out by the Tenant on the Demised Premises. The Tenant shall obtain at its own cost and

expense all the necessary and requisite planning approvals, permission and/or consents from the Appropriate Authority prior to the commencement of the renovation works or any other, works to be carried out on the Demised Premises if applicable and to comply, and adhere strictly with any and all rules regulations by-laws notices directions and/or requirements imposed by the Appropriate Authority in the carrying out of the renovation works or other related works. All such renovation works shall only be carried out and/or effected by properly qualified, licensed and/or registered persons duly certified to carry out such renovation works.

- (ii) The Tenant covenants to indemnify and to keep the Landlord indemnified against any claim, loss, damage and/or expense howsoever and wheresoever incurred caused and/or arising from the renovation works upon demand including but not limited to the Landlord's solicitors' fees on a solicitor-client basis.
- (iii) The Landlord shall not be liable to compensate the Tenant for any renovation works or improvement carried out or made to the Demised Premises and the Tenant shall not be entitled to claim for any reduction in Rent on account of such renovation works or improvement thereto.

Section 6.11 Prohibition of Use

The Tenant shall:

- (a) use the Demised Premises as described under Section 11 of the First Schedule only and shall not permit or suffer anyone to reside or sleep therein or to use the same or any portion or portions thereof wholly or partly as dwelling or other purposes. For this purpose, any person who is shown to have been in the Demised Premises for a total of sixteen (16) hours during any period of twenty-four (24) hours shall, unless the Tenant provides satisfactory evidence to the contrary, be deemed to have been residing in the Demised Premises for the whole of the said period and any person who at any time is shown to have spent more than six (6) hours in the Demised Premises between the hours of 8.00 p.m. and 8.00 a.m. shall be deemed to have slept in the Demised Premises, unless the contrary is shown;
- (b) not use or cause or permit to be used the Demised Premises or any portion thereof for the carrying on of any of the following activities, whether incidental to the business of the Tenant or otherwise:
 - (i) any activity which involves illegal gambling or betting in any form;
 - (ii) any public or private auction garage sale or open-air function;
 - (iii) the business of massage parlour or barber shop;
 - (iv) the business of funeral parlour or coffin maker or death house or any other business directly or indirectly related thereto;
 - (v) the broadcast of any audio and/or video to which members of the public have access;
 - (vi) pinball and/or billiards saloon;
 - (vii) karaoke lounge or pub; and/or

- (viii) any business that the Landlord deems to be offensive or detrimental or prejudicial to the nature and character of the Said Building and adversely affect the interest of the Landlord and/or the other lawful occupiers of the Said Building;
- (c) not bring upon or permit or suffer the Demised Premises or any part of the Said Building to be used for any sale, rent display for exhibition, religious or any other purpose(s)/ceremony(ies) any religious or funeral objects, equipment, ornaments or accessories including but not limited to putting up any religious altar or allow the burning of incense of other religious items outside the Demised Premises or within the vicinity of the Said Building;
- (d) not without the written consent of the Landlord affix, inscribe, display, exhibit or place the exhibit or place by any means on the exterior of the Demised Premises or the windows or balconies or any part of the Said Building any show-board, placard, name-plate, signboard, poster, banner or advertising material or notice and/or items of any description;
- (e) not affix, exhibit or place the exhibit or place in the interior of the Demised Premises any poster, banner or advertising material, offensive publication or anything of a like nature which shall contravene any law in Malaysia or expose the Landlord to any fine or penalty by reason thereof and further if upon request by the Landlord, the Tenant fails to remove the same, the Landlord shall have the right to remove them at the Tenant's sole cost and expense;
- (f) not throw or permit to be thrown dirt, rubbish, rags, tin or other refuse waste or article or object of whatever nature through the doors or windows or over the balconies or about the passage ways of the Said Building or throw or permit the same to be thrown into sinks, lavatories cisterns or pipes in the Demised Premises or elsewhere in the Said Building;
- (g) not cause any accumulation of dirt, rubbish, debris or garbage or store or bring the same onto the Demised Premises or any part of the Said Building;
- (h) not make or drill or caused to be made or drill holes on the floor, wall or ceiling of the Demised Premises unless consented to in writing by the Landlord;
- (i) not tamper with or cause to be tampered with any firefighting equipment or public address system within the Said Building;
- (j) not alter or cause to be altered or tamper or cause to be tampered, the Common Property or any part thereof or alter or remove any furniture, fixture, fitting or furnishing on any Common Property from its original location;
- (k) not use the Demised Premises for any activity involving food processing, wood and metal working machinery or any other activity directly or indirectly related thereto including the storage of anything related thereto in the Demised Premises;
- (l) not use the Demised Premises for any business that requires heavy electricity consumption to operate heavy machinery or involves wholesale or warehousing of any goods of whatsoever nature;
- (m) not cook or permit the cooking of any food on the Demised Premises or any part of the Said Building unless it has been designated for such purpose and the Tenant has obtained

the prior written approval of the relevant authorities to such proposals and complied with all statutory requirements in relation to such use and the Tenant has further obtained the prior written approval and consent of the Landlord;

- (n) not under any circumstances permit or suffer the Demised Premises to be used as a laboratory;
- (o) not cause any obstruction in or on the approaches or passageways adjacent to or leading to the Said Building by leaving or parking or permitting to be left or parked any vehicle belonging to or used by the Tenant, lawful occupiers of the Demised Premises or their invitees or licensees;
- (p) not leave or store any goods, furniture, boxes, objects or vehicles on any part of the Common Property or the Said Building so as to cause inconvenience or obstruction to others;
- (q) not hang articles or anything whatsoever on any part of the Demised Premises, the exterior and interior part of the Said Building other than the area specifically designated thereof;
- (r) not affix or attach to the exterior part of the Demised Premises or any part of the Said Building any radio or television aerials or any air-conditioner units unless prior written consent of the Landlord has been obtained;
- (s) not place plant and flower pots or any other things whatsoever on the balcony or the exterior of the Demised Premises or on the Common Property; and/or
- (t) not to use or permit the Demised Premises for any trade or business which involves unlawful or illicit drugs or any other drugs without the relevant license or any other businesses reasonably deemed offensive or detrimental to the nature or character of the Demised Premises.

Section 6.12 **Prohibition as to Offensive Trades**

The Tenant shall not use the Demised Premises or any part thereof or permit or suffer the same to be used for any illegal or immoral purpose or to carry on or permit or suffer to be carried on thereon or any part thereof any nuisance or offensive, noxious, noisy or dangerous trade, business, manufacture or occupation whatsoever or use the Demised Premises or permit or suffer the same to be used as a factory or so as to cause annoyance or inconvenience to the Landlord, its tenants or other occupants of the Said Building, neighbouring premises or adjoining buildings.

Section 6.13 **Prohibition as to Excess Load**

The Tenant shall not place or permit to be placed upon the floor of the Demised Premises a load in excess of the permitted load and subject to such weights shall when required by the Landlord distribute any load on the floor of the Demised Premises in accordance with the directions and requirements of the Landlord. In the interpretation and implementation of this Section, the decision of the Landlord's surveyor, architect or engineer shall be final and binding upon the Tenant.

Section 6.14 **Restrictions as to Use of Lifts**

- (a) The Tenant shall not, when separate service lifts are provided, use or permit to be used the passenger lifts for the carriage of goods, merchandise, food or refreshments. Where no such service lifts are provided the passenger lifts may be used for the aforesaid

purposes but only with the prior written approval of the Landlord which consent shall not be unreasonably withheld.

- (b) Animals shall not be allowed in any part of the Said Building or the Demised Premises or permitted to enter the lifts.

Section 6.15 Upkeep and Maintenance of Demised Premises

The Tenant shall throughout the Term hereby create keep and maintain the interior of the Demised Premises, the flooring, ceiling and the interior plaster or other surface material on walls and ceiling and the other Landlord's fixtures and fittings therein including doors, windows, glass, shutters, locks, latches, fastenings, electrical wiring installations and fittings for light and power, other fixtures and additions thereto in good and tenantable repair and clean condition (normal wear and tear only excepted) and to yield up the same in such repair at the determination of the Tenancy. The Tenant shall replace or repair any of the said items and any part of the Demised Premises which shall be broken or damaged due to the negligence or careless acts or omissions of the Tenant its servants or agents, or by any person in possession or occupation of or present in the Demised Premises under licence of the Tenant. The Tenant shall make good any stoppage of or damage to any pipes or drains in the Said Building caused by the negligence of the Tenant, its servants or licensees.

Section 6.16 Upkeep of Common Property

The Tenant shall:

- (a) make good any damage or breakage to the Common Property or any part of the Said Building or to any adjoining premises or facilities or any part thereof occasioned by the acts, negligence or omission on the part of the Tenant, its servants, agents, invitees and any persons claiming through or under this Tenancy and in the event of the Tenant failing to repair or make good such damage as herein provided fourteen (14) days after receiving notice from the Landlord, then the Landlord shall be entitled to exercise its right to repair and the costs thereof shall be a debt due from the Tenant to the Landlord and shall be satisfied forthwith by the Tenant upon demand by the Landlord;
- (b) keep the passageways, corridors, stairs and entrances leading to and from the Demised Premises clean and free from rubbish and dirt;
- (c) not store any goods, obstruct, litter or in any way make untidy the Common Property or any part of the Said Building;
- (d) not throw, place or allow to throw or cause or permit to be thrown or placed in the lighted areas, lift shafts, water-closets, lavatories, conveniences or other services in the Said Building, sweeping dirt, rubbish, waste paper or any unsuitable substances. In the event the Tenant shall breach this covenant and/or the lighted areas, lifts, shafts, water-closets, lavatories, conveniences or other services or any part of the Said Building shall suffer from misuse by the Tenant or by any of the Tenant's servants and/or agent, the Tenant shall on demand pay to the Landlord, as the case may be, the cost, expenses and charges in making good and/or restoring the damage;
- (e) not use or permit to be used any lavatories, water closets or washrooms accommodation in the Said Building, other than available from time to time for general use; and/or
- (f) take all reasonable steps and measures to prevent the escape from any containers of any goods of whatsoever description in the Demised Premises which may be or become

dangerous or offensive if allowed to escape or spill from their containers whether or not the goods are dangerous or offensive when properly secured and to indemnify and keep indemnified the Landlord against all damage, claims or liabilities arising out of or in consequence of any such escape howsoever caused.

Section 6.17 **Prohibition of Use Amounting to Pollution**

The Tenant shall not use the Demised Premises or any part thereof for carrying on any business or other activity which causes the accumulation of dirt, rubbish or debris of any sort in or outside the Demised Premises or which causes an undesirable amount of noise or which in the opinion of the Landlord is undesirable or unsuitable for the other tenants or occupiers of the Said Building.

Section 6.18 **Prohibition of Nuisance**

- (a) The Tenant shall not do or permit to be done or omit to be done upon the Demised Premises anything which in the opinion of the Landlord may be or become a nuisance or cause damage or inconvenience or annoyance to or in any way interfere with the quiet enjoyment and comfort of the Landlord or tenants or other occupants of the Said Building or adjoining building or neighbouring premises. The Tenant hereby undertakes to pay to the Landlord all charges costs and expenses incurred by the Landlord at any time during the continuance of the Tenancy in abating a nuisance pursuant to an order by the Appropriate Authority.
- (b) The Tenant shall take effective steps and precautionary measures to prevent any fighting, disorderly behaviour, misconduct or any activity of any indecent or immoral nature or any activity which causes disrepute or which in the opinion of the Landlord is undesirable or unsuitable and in the event there is any fighting, disorderly behaviour, misconduct or any activity of any indecent or immoral nature or any activity which causes disrepute or which in the opinion of the Landlord is undesirable or unsuitable whether by the Tenant or its servants, agent customers, invitees or licensees in the Demised Premises or in the Said Building or any part thereof the Landlord may if in its opinion such action is unwarranted, forthwith terminate this Tenancy.
- (c) The Tenant shall at all times indemnify and keep indemnified the Landlord against all actions, proceedings, costs, expenses, claims or things done or omitted to be done by the Tenant, its servants, agent, customers, invitees or licenses.

Section 6.19 **Compliance with Laws**

The Tenant, its servants, agents and licensees shall not do or permit or suffer to be done or omit to be done any act, matter or thing in or on or respecting the Demised Premises the Common Property or the Said Building which shall or may likely contravene the provisions of any existing laws, by-laws, rules and regulations affecting the Demised Premises which are now in force or which may hereafter be enacted and the Tenant hereby covenants and undertakes at all times hereafter to indemnify (as well as after the expiration of this Tenancy Agreement by effluxion of time or otherwise as during its continuance) and keep indemnified the Landlord against all actions, proceedings, costs, expenses, claims, demands, damages and losses in respect of any such act matter or thing done or permitted or suffered to be done or omitted to be done in contravention of the said provisions.

Section 6.20 **Acts Affecting Fire Risks**

The Tenant shall not do anything whereby any insurance of the Demised Premises or the Said Building against fire risks may be rendered void or voidable or whereby the premium for any such insurance may be liable to be increased and shall make good all damages suffered by the

Landlord thereby and shall on demand pay to the Landlord any such increase in 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 hereunder PROVIDED ALWAYS and it is hereby expressly agreed that any insurance cover which the Landlords deems fit to take shall not be required or deemed to cover the Tenant's goods, chattels, machinery, equipment, furniture and fittings or other property whatsoever and any consequential loss thereof insurance for which shall be the sole and separate responsibility of the Tenant.

Section 6.21 **Addition to or Interference with Electrical and Service Installations**

The Tenant shall not add to or in any way interfere with (otherwise than for the purpose of complying with its obligations hereunder for the repair of the same) the electric cables switches junctions or points or pipes, taps or other apparatus installed in connection with the supply or use of electricity, hot or cold water or the telephone installation in the Said Building. The Tenant further agrees that it shall not install in the Demised Premises any electrical socket, plug or electrical power points or electrical motor or engine or appliance or air-conditioning unit without the prior written consent of the Landlord provided that such consent shall not be unreasonably withheld and where such consent is given it shall be subject to the condition that the Tenant shall at its own cost and expense deposit a full set of plans and drawings in respect of such installation with and obtain a certificate from the Landlord's electrical engineer and the Landlord's architect certifying that any such installation shall not overload or cause damage or disruption to electricity supply or to any of the existing electrical installations in the Said Building. In the event of any breach of this covenant by the Tenant and as a result of which the Landlord suffers or incurs any loss, damage or expense whatsoever the Tenant shall forthwith indemnify the Landlord on demand against all such loss, damage or expense without thereby prejudicing or affecting the Landlord's other right or remedies given hereunder or by law.

Section 6.22 **Prohibition of Noxious Dangerous or Hazardous Goods**

The Tenant shall not bring or store or permit or suffer to be brought or stored on the Demised Premises or any part of the Said Building arms, ammunitions or unlawful goods, gunpowder, saltpeter, kerosene or any combustible substance or any goods which in the opinion of the Landlord are of a noxious or dangerous or hazardous nature.

Section 6.23 **Prohibition against Obstruction**

The Tenant shall not place or expose for sale exhibition or otherwise or permit or suffer to be placed or exposed upon or over the ground or space outside or adjoining the Demised Premises or anywhere in or outside the Said Building or any goods materials or things whatsoever and shall not cause or permit or suffer to be caused or permitted any obstruction to the entrance, vestibules, staircases, landings, corridors, passages, lifts, escalators, water, closets, lavatories and conveniences and other like amenities of the Common Property or available at the Said Building, so as to cause inconvenience or obstruction to fireman, police and any public authorities in case of emergency.

Section 6.24 **Not to Assign or Sublet**

The Tenant shall not assign, sublet, or grant any licence in respect of the Demised Premises or any part thereof nor part with or share the possession thereof any part thereof without the prior written consent of the Landlord.

Section 6.25 **On Determination of Tenancy**

- (a) The Tenant shall on the expiration or sooner determination of the Tenancy yield up to the Landlord the Demised Premises, together with the fixtures and fittings and all locks and

keys (other than the partitions and the Tenant's trade fixtures) unless otherwise specified by the Landlord, in good and tenable repair and condition (fair wear and tear excepted) to the satisfaction of the Landlord and to replace at the Tenant's own costs and expenses any walls, window glass, light fittings, ceiling panels or other fixtures and fittings belonging to the Landlord which have been permanently marked or damaged in any way by the Tenant. If the Tenant fails to yield up the Demised Premises in the manner prescribed upon the expiry of the Tenancy, it shall be lawful for the Landlord's employees or agents to remove the trade fixtures and partitions on the Tenant's behalf, to repair all damage and breakage caused by the Tenant and to reinstate the Demised Premises to the reasonable satisfaction of the landlord and all costs incurred thereby shall be deducted from the Reinstatement Deposit stipulated in Section 4.03 hereof.

- (b) Save and except for the Rent mentioned in Section 5.01, if the Tenant continues to occupy the Demised Premises or fails to deliver vacant possession thereof to the Landlord after the expiration of the Tenancy, the Tenant shall pay the Landlord a sum equivalent to two (2) times of the Rent, pro-rated on a daily basis for the period of holding over of the Demised Premises and such holding over shall not constitute a renewal of this Tenancy Agreement.

Section 6.26 **Removal of Furniture**

The Tenant shall not at any time remove any furniture, equipment, fixtures or fittings from the Demised Premises other than its bona fide stocks-in-trade for delivery to its customers or clients (whether such furniture, equipment, fixtures or fittings are the property of the Tenant or any other person) except with the prior written consent of the Landlord, such consent not to be unreasonably withheld. Upon approval of such consent, the Tenant may at any reasonable time remove its own furniture, equipment, fixtures and fittings from the Demised Premises provided that the Tenant shall make good at its own cost and expense any damage caused to the Demised Premises or the Said Building or any part thereof due to such removal or pay to the Landlord for the costs of making good such damage.

Section 6.27 **Responsibility for Security**

- (a) The Tenant shall be responsible for the security and safety of the Demised Premises and shall ensure the locking and securing of the doors and windows of the Demised Premises at all times and shall be solely responsible for the safekeeping of all goods, items, chattels, fixtures and fittings therein at all times and that the windows on the Demised Premises shall not be opened or left opened at any time.
- (b) The Tenant shall procure and ensure that all its visitors identify themselves to the security guards upon entering the Demised Premises or the Said Building.

Section 6.28 **Indemnity**

The Tenant hereby covenants with the Landlord to indemnify and keep indemnified the Landlord from and against:

- (a) all claims, demands, writs, summons, actions, suits, proceedings, judgments, orders, decrees, damages, costs, losses and expenses of any nature whatsoever which the Landlord may suffer or incur in connection with loss of life, personal injury or damage to property arising from or out of any occurrences in, upon or at the Demised Premises or any part thereof by the negligence or default act or omission of the Tenant or by any of the Tenant's employees, independent contractors, agents, customers, invitees or licensees; and

- (b) all losses and damages to the Demised Premises, the Said Building and to all property therein caused directly or by the negligence or default act or omission of the Tenant or the Tenant's employees, independent contractors, agents, invitees or licensees and in particular but without limiting the generality of the foregoing caused directly or by the gross negligence or wilful default or the use or misuse or waste of water, gas or electricity or faulty fittings or fixtures by the Tenant or by the leakage of the piping, wiring and sprinkler system in the Demised Premises or the Said Building resulting from any gross negligence or wilful default act, or omission of the Tenant.

Section 6.29 **Injury to Persons**

- (a) The Tenant shall be responsible for any injury, loss and/or damage caused to the Landlord or to any person whomsoever by any act, default, negligence or omission on the part of the Tenant or the employees, servants, contractor, visitors, assignees, agents, invitees and/or licensees of the Tenant and shall make good the same by payment or otherwise and shall at all times indemnify and keep indemnified the Landlord against all actions, proceedings, claims costs, charges, expenses, demands and prosecutions whatsoever made upon or instituted against the Landlord by any person or persons arising thereto.
- (b) No architect, engineer or other consultant or contractor of any kind (including without limitation any contractors providing cleaning and waste removal services) approved, nominated or appointed by the Landlord for any purpose related to this Tenancy Agreement or the Said Building or Demised Premises shall in any way be deemed to be the agent or employee of the Landlord, and the Landlord shall not in any way be liable nor responsible for any act, omission, default, misconduct or negligence of such architect, engineer, consultant or contractor.

Section 6.30 **To permit inspection prior to determination of Tenancy**

At any time during the three (3) calendar months immediately preceding the determination of the Term hereby created or the sooner determination of this Tenancy whether by effluxion of time or term or termination by the Landlord as provided under this Tenancy Agreement to permit the Landlord or its agents or servants to affix and retain on a conspicuous part of the Demised Premises a notice for letting or the sale thereof and to permit intending tenants and others with written authority from the Landlord or its agents or servants at all reasonable times of the day to enter and view the Demised Premises.

Section 6.31 **Yield-Up**

The Tenant hereby covenants and undertakes that upon the expiration of the Tenancy hereby created or upon the determination of the same hereunder it shall peaceably and quietly deliver to the Landlord vacant possession of the Demised Premises in good and tenantable repair and condition (fair wear and tear excepted). The Tenant shall make good any damage caused to the Demised Premises or the Said Building or any part thereof by the installation by the Tenant or by anyone occupying or in possession of the same through or under the Tenant of any air-conditioning units, fixtures, fittings or other installations thereto or by the removal of such air-conditioning units, fixtures, fittings or other installations as the case may be.

Section 6.32 **Vacation or Abandonment**

Subject to Section 3.02 herein, in the event the Tenant vacates or abandons the Demised Premises before the expiration of the Term or renewable term, as the case may be, the Landlord shall be entitled to treat such vacation or abandonment as a repudiation of the Tenancy hereby created and to terminate this Tenancy Agreement, in which event the Tenant hereby authorises, permits and consents to and the Landlord shall be entitled to forthwith re-enter upon the Demised

Premises or any part thereof in the name of the whole and the Tenant shall be liable forthwith pay to the Landlord a sum equal to the Rent for the whole of the unexpired period of the term or the renewable term as the case may be.

Section 6.33 **Executing Works Required by Appropriate Authority**

The Tenant hereby covenants that it shall execute all works on or in respect of the Demised Premises hereafter or from time to time throughout the Term of the Tenancy herein lawfully required to be executed by any Appropriate Authority in respect of the operation of the Demised Premises.

Section 6.34 **Maintenance and Renovation to the Said Building by Landlord**

The Tenant hereby confirms that it is fully aware that the Landlord is or will be renovating and upgrading the Said Building from time to time as well as conducting major maintenance and/or repair works to the Said Building, and there will, therefore, be disturbances and/or disruptions to the Tenant's use of the Demised Premises and common parts of the Said Building including but not limited to disturbances and/or disruptions in electricity supply, air-conditioning, use of lifts and any of the other Landlord's services, and that Tenant undertakes and covenants that it shall not complain or claim any compensation whatsoever from the Landlord or the Landlord's contractors or agents by reason of such disturbances and/or disruptions.

Section 6.35 **Taxes**

The Rent payable by the Tenant under this Tenancy Agreement is exclusive of any applicable taxes which the government or the relevant authority may now or in future impose on the Rent (hereinafter referred to as the "Taxes");

- (a) If any of the Taxes are applicable on the Rent, the Tenant hereby agrees to pay an amount equal to such Taxes to the Landlord as additional consideration subject to the Landlord providing and issuing a valid tax invoice to the Tenant to such effect; and
- (b) The Tenant shall pay any new charge, rate or tax by the Federal or the State Government, authorities, corporation or bodies which may be levied and imposed after the execution of this Agreement relating to the tenancy;

And the obligations by the Tenant above are similar to the obligation to pay Rent and the Tenant shall pay any such amount above on the same day on which the Rent is due. The Tenant shall also indemnify the Landlord against any loss, claims or expenses incurred as a result of the Tenant's default in payment of the Taxes or any part thereof.

Section 6.36 **Landlord's right to dispose its rights to the Demised Premises**

If applicable, the Tenant agrees that the Landlord has the right to sell, transfer, or howsoever dispose of its rights to the Demised Premises and the right to assign, transfer, sell and/or novate all or any of the Landlord's rights, benefits, and/or interests of this Tenancy Agreement (including transfer of all or any of the Deposits paid by the Tenant to the Landlord) to any third party without the prior consent of the Tenant and the Tenant shall consent to any such assignment, transfer, sale and/or novation and shall undertake to execute, within a reasonable time following request by the Landlord or any such third party, all documents necessary to effect such assignment, transfer, sale and/or novation.

Section 6.37**Building Rules and Regulations and Special Conditions**

It is agreed between the parties hereto that all directives, circulars, house rules and regulations as imposed, revised and/or modified or issued by the Landlord or the Landlord's agents or designated/appointed building managers from time to time shall be complied by the Tenant and shall be treated as part of the terms and conditions of this Tenancy Agreement.

ARTICLE VII -**COVENANTS BY THE LANDLORD WITH THE TENANT****Section 7.01****Quiet Enjoyment without Interruption**

That in consideration of the Tenant paying the Rent hereby reserved and observing and performing the agreements and stipulations on its part hereinbefore contained the Landlord shall permit the Tenant to quietly enjoy the Demised Premises together with the fixtures and fittings therein supplied by the Landlord during the Tenancy hereby created without any interruption by the Landlord or any person claiming under or in trust for the Landlord.

Section 7.02**Payment of Outgoings**

That during the Tenancy hereby created the Landlord shall hereof bear, pay and discharge all quit rent, assessment, land and property taxes or other rates imposed on and payable in respect of the Demised Premises or the Said Building.

ARTICLE VIII - MUTUAL COVENANTS**Section 8.01****Event of Default**

- (a) If the said Rent or any part thereof or the Deposit or any part thereof payable to the Landlord as stated hereunder shall be unpaid for seven (7) days after becoming payable (whether the same shall have been formally demanded or not) or if the Tenant shall make default in the performance or observance of any of the agreements or covenants herein expressed and on the part of the Tenant to be performed or observed, or if the Tenant shall have a receiving order made against it or enter into liquidation (except for the purpose of reconstruction or amalgamation) whether compulsorily or voluntarily, or enter into any arrangement or composition with its creditors or suffer any distress or execution to be levied on its goods then and in any of the said cases it shall be lawful for the Landlord at any time thereafter to serve a forfeiture notice upon the Tenant pursuant to Section 235 of the National Land Code and it is hereby mutually agreed that a reasonable time in which to remedy the breach or the subject matter of the said forfeiture notice is fourteen (14) days from the date of the receipt of said notice on the Tenant and on the expiration of the period specified in the said forfeiture notice without the breach complained of having been remedied the Tenant hereby authorises, permits and consents to and 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 this Tenancy shall absolutely determine but without prejudice to the right of action of the Landlord in respect of any breach of the Tenant's covenants herein contained.
- (b) If applicable, if the Tenant shall fail to pay any part of the Deposit in accordance with Section 9 of First Schedule or any additional payments thereto in accordance to Section 4.02 thereof it shall be lawful for the Landlord to forthwith determine this Tenancy and thereafter this Tenancy shall be null and void and of no effect save and except that the Landlord shall be entitled to deal with or otherwise dispose of the Demised Premises in

such manner as the Landlord deems fit as if this Tenancy Agreement had not been entered into.

Section 8.02 **Damage to the Demised Premises**

If the Demised Premises or any part thereof shall at anytime during the Tenancy be destroyed or damaged by fire or explosion (except where such fire or explosion has been caused by the fault or negligence of the Tenant, its servants or agents) caused by lightning, riot, civil commotion, storm or other unforeseen cause so as to become unfit for occupation or use, then the Rent hereby covenanted to be paid or a fair 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 or use PROVIDED ALWAYS that nothing in this Section shall render it obligatory on the Landlord to restore, reinstate or rebuild the Demised Premises or any part thereof if the Landlord in its absolute discretion does not decide to do so within thirty (30) days of the hazardous event in which event the Landlord shall be entitled to terminate this Tenancy by thirty (30) days notice in writing to the Tenant and thereupon to return the deposit free from interest to the Tenant within thirty (30) days after the expiry of the above said notice and upon such termination neither party shall have any claim against the other save and except in respect of any antecedent breach of this Tenancy Agreement.

Section 8.03 **Limitation of Landlord's Obligations**

The Tenant agrees to occupy, use and keep occupied the Demised Premises at the sole risk of the Tenant and notwithstanding anything herein contained, the Landlord shall not be liable either to the Tenant or the Tenant's employees, agents, licensees or invitees in the Demised Premises or the Said Building for any accidents, happenings injuries sustained or for loss of or damage to goods or chattels in the Demised Premises or any part of the Said Building save and except where such accidents, happenings injuries sustained or for loss of or damage to goods or chattels is caused by and/or due to the negligence, act and/or omission on the Landlord's part.

Section 8.04 **Improvement to the Demised Premises by the Tenant**

The Landlord shall not be liable to repay to the Tenant the cost and expense incurred by the Tenant on any improvement made by the Tenant on the Demised Premises and the Tenant shall not be entitled to claim for any reduction on the Rent on account of such cost and expense incurred by the Tenant.

Section 8.05 **Interruption of Services**

The Landlord shall not be liable for any claims, losses or damages, expenses whatsoever to the Tenant for any damage or loss which at any time during the Term of this Tenancy Agreement be caused to or suffered by the Tenant or the Demised Premises or any part thereof or to any property or goods of the Tenant in or about the Demised Premises occasioned by the breakdown of services to be provided by the Landlord which shall include overflow of water, leakage, failure of electricity supply, non-functioning of electrical, air-conditioning, drainage, sewerage or other systems, fire, theft, burglary or explosion arising from the act, omissions, negligence and default of the Tenant and/or other occupiers of the Said Building, their respective agents and/or servants.

Section 8.06 **Monopoly**

Nothing herein contained shall be construed as or implying that the Tenant shall have or may expect a monopoly in its type of business in the Said Building or any restriction in the number of tenants carrying out the same type of business in the Said Building.

Section 8.07 **Remaining in Possession Upon Expiry of Tenancy**

If a further tenancy of the Demised Premises is not created by a document executed by the Landlord and the Tenant and if the Tenant shall at the expiry of the said Term remain in possession of the Demised Premises or any part thereof with the consent of the Landlord the Tenant shall be deemed to be a monthly tenant thereof, such tenancy shall be determinable by one (1) calendar month notice but otherwise shall be subject in all respects to the terms and conditions of this Tenancy Agreement herein contained. The Tenant agrees that the Landlord shall have the right to review and determine the new rental rates applicable for the Demised Premises at any time during such monthly tenancy.

Section 8.08 **Option for Renewal**

- (a) It is hereby agreed between the parties that the Landlord may at its absolute discretion and on written request of the Tenant, made not less than ninety (90) days before the expiration of the Term herein created and that 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, grant to the Tenant a tenancy of the Demised Premises for a further period as stated in Section 5 of the First Schedule at a rent to be determined by the Landlord based on the rates applicable for similar premises in surrounding vicinity and agreed to by the Tenant upon either the existing terms and conditions of this Tenancy Agreement or new terms and conditions to be agreed.
- (b) In the event that the Tenant fails to agree on any new terms and conditions or the new rental rates, then the Tenant shall at the expiry of the Term herein created or within the time stipulated in the notice to vacate the Demised Premises (whichever is the later) yield up the Demised Premises to the Landlord in accordance with the terms of this Tenancy Agreement.
- (c) In the event that the agreed rent for the further term is an increase from the current rent payable, the Tenant shall pay to the Landlord a proportionate increase in the rent Deposit before the commencement of the renewal term.

Section 8.09 **Unilateral Termination and Agreed Damages**

In the event the Tenant vacates the Demised Premises before the expiration of the Term, this Tenancy shall be deemed terminated by the Tenant unilaterally and the Tenant shall forthwith pay the Landlord a sum equal to the Rent and prevailing service and promotion charges of the whole of the unexpired period of the Term.

Notwithstanding this, the Landlord may at its sole discretion release the Tenant from its obligations under this Section hereunder if the Tenant is able to provide an alternative tenant to rent the Demised Premises at no lesser than the current monthly Rent that the Tenant is given and at a period of tenancy of no lesser than the unexpired period of the Term, or any such period as may be agreed in writing by the Landlord.

ARTICLE IX - MISCELLANEOUS

Section 9.01 **Possession of the Demised Premises**

The Tenant is deemed to have taken vacant possession of the Demised Premises upon the Tenant obtaining the keys to the Demised Premises from the Landlord. The taking of possession by the Tenant of the Demised Premises shall be deemed conclusive evidence against the Tenant that the Demised Premises is in good order and satisfactory condition as of the date thereof.

Section 9.02 **Force Majeure**

Neither party shall be liable for failure or delay on its part in performing any of its obligations or for any loss or damage caused, charges or expenses incurred or suffered by reason of such failure or delay insofar as such failure or delay shall be occasioned by any cause beyond the control of the party in default including strikes, storm, earthquake, riot or civil commotion or unrest, administrative action, rules, regulations or legislation of government, compulsory acquisition of the Said Building or any part thereof, acts of God, enemy action or any inevitable accident, and in the event of any such cause intervening, this Tenancy Agreement shall stand suspended until such time as the cause giving rise to such suspension shall no longer prevail PROVIDED that this Section shall have effect only at the discretion of the Landlord except when such event renders performance impossible for a continuous period of not less than thirty (30) days. If such event shall continue for more than thirty (30) days, then the Landlord shall be entitled to terminate this Tenancy Agreement.

Section 9.03 **Acts or Defaults of Tenant's Agents**

For the purpose of this Tenancy Agreement, 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 9.04 **Governing Law and Jurisdiction**

The parties hereto agree that this Tenancy Agreement shall be governed by the laws of Malaysia and the parties agree to submit to the jurisdiction of the Malaysian Courts and further agree that service of any Legal Process may be affected in the manner set out in Section 9.12 hereof.

Section 9.05 **Severability**

If any term, covenant, or condition of this Agreement or application thereof to any party shall be or become invalid or unenforceable, the remaining terms, covenants or conditions shall not be affected thereby, and each remaining term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Section 9.06 **Variation by Agreement**

This Agreement may, from time to time, be modified, amended, abrogated, extended or replaced by the parties' mutual agreement unless otherwise stated to be at the Landlord's sole and absolute discretion.

Section 9.07 **Waiver of Indulgence**

Any indulgence including but not limited to the Landlord dispensing with the requirement of a guarantee from the Tenant or any other indulgence given by the Landlord to the Tenant shall not constitute a waiver of or prejudice the Landlord's rights herein contained.

Section 9.08 **Time**

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

Section 9.09 **Stamp and Solicitors' Costs**

All stamp duties, registration fees (if any) and processing fee in respect of this Tenancy Agreement shall be borne and paid by the Tenant but each party shall bear its own Solicitors' fees.

Section 9.10 **Notice**

Any notice other than the notice specified under Section 9.12 requiring to be served hereunder shall be in writing and shall be sufficiently served on the Tenant if delivered to it or forwarded to it

by hand whereby it shall be deemed delivered on the day of acknowledgement of receipt, or by post to the business or registered address or to the last known address of the Tenant and shall be deemed to have been duly served after the expiration of three (3) days from the date it is posted notwithstanding that such mail may be returned undelivered by the postal authorities, or by email whereby it shall be deemed to have been received at the time of transmission. And shall be sufficiently served on the Landlord if delivered to it or forwarded to it personally or by registered post to the Landlord or its agents or forwarded to the Landlord or its agents.

Section 9.11 **Schedules and Addendum**

The First and Second Schedules of this Tenancy Agreement and Addendum (if any) hereto are to be taken, used, and construed as an essential part of this Tenancy Agreement.

Section 9.12 **Service of Legal/ Demand Notice**

- (a) Any demand for payment of the monies and any notice or request required or permitted to be given or made to the Tenant shall be in writing and shall be deemed to be sufficiently served:
- (i) if it is given by the party or his or its solicitors by post in a registered letter addressed to the other party at his or its address hereinbefore mentioned or at such other address as the other party might have notified the party giving the notice as his or its new address and in such a case it shall be deemed (whether it is actually delivered or not) to have been received at the times when such letter would in the ordinary course be delivered; or
 - (ii) if it is given by the party or his or its solicitors and despatched by hand to the party to be served or his or its solicitors at the time of delivery.
- (b) The service of legal/demand notice may be given by prepaid registered post sent to the respective address for service of the parties hereto and such legal process shall be deemed to have been duly served after the expiration of five (5) days from the date it is posted and if delivered by hand, on the day it was delivered.
- (c) No change in the address for service howsoever brought about shall be effective or binding on either party unless that party has given to the other actual notice of the change of address for service and nothing done in reliance of Section 9.12(b) hereof shall be affected or prejudiced by any subsequent change in the address of service over which the other party has no actual knowledge of at the time the act or thing was done or carried out.

Section 9.13 **Successors Bound**

This Agreement shall be binding on the heirs, personal representatives, permitted assigns and successors of the Tenant (if being an individual), the permitted assigns and successors in title of the Tenant (if being a company) and assigns and successors in title of the Landlord.

Section 9.14 **No Recourse**

The Tenant agrees that the Landlord's obligations under this Tenancy Agreement will be solely the corporate obligations of the Landlord and there shall be no recourse against the shareholders, directors, officers, or employees of the Landlord for any claims, losses, damages, liabilities, or other obligations whatsoever in connection with any of the transactions contemplated by the provisions of this Agreement.

Section 9.15 **No Bribery**

- (a) Each party hereby undertakes that it has not paid and shall not pay any bribes or make any offer of a bribe or gift or other inducement ("Bribery") which contravenes the Malaysia Anti-Corruption Commission Act, 2009 (Akta Suruhanjaya Pencegahan Rasuah Malaysia 2009), to the other party, its related body corporate and/or its respective employees, servants or agents. Both parties agree that if one of them and/or its employees, servants or agents are found to engage in such activities, then the other party shall:
- (i) be entitled to immediately terminate this Tenancy Agreement; and
 - (ii) not be liable to pay all or any part of the monies payable.
- (b) The other party may also report the Bribery to the relevant authorities, including Suruhanjaya Pencegahan Rasuah Malaysia and the police. The other party shall provide all necessary assistance to the relevant authorities in any subsequent prosecution and the prosecuted party agrees to indemnify the former against any liability, claim, proceeding, expense, loss or damage of any nature whatsoever in respect of the same.

Section 9.16 **Anti-Money Laundering**

- (a) The Tenant hereby warrants and represents that:
- (i) The Tenant shall perform their respective obligations in a lawful manner and shall not engage and/or involve in any unlawful activities and/or money laundering offence, including those activities prohibited under the Anti-Money Laundering and Anti-Terrorism Financing Act 2001 ("AMLATFA") which shall include such amendments from time to time; and
 - (ii) The Tenant shall comply with the provision of the AMLATFA during the Term of the tenancy.
- (b) The Tenant shall indemnify and keep the Landlord fully indemnified (on a full indemnity basis) from and against any and all claims, losses, damages, costs, fees and charges as may be incurred by the Landlord as a result of any breach in the Tenant's representations, warranties and/or undertakings hereof and/or any contravention by the Tenant of the provisions of AMLATFA.

Section 9.17 **Special Conditions**

It is hereby agreed by the parties hereto that the "SPECIAL CONDITIONS" annexed hereto shall form part of this Tenancy Agreement and that should there be any inconsistencies or repugnant term or terms, the term or terms contained and inserted in the "SPECIAL CONDITIONS" herein shall prevail over the same contained in this Tenancy Agreement.

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SPECIAL CONDITIONS

(as referred to in Section 9.17 of this Tenancy Agreement)

1. Car Park

The Landlord hereby agrees to grant the Tenant season parking throughout the Tenancy Term in the following manner: -

Entitlement (as per area of the Demised Premises): -

- a. Two (2) nos. of season parking pass cards at RM150.00 per card/month.

The Landlord has the right to revoke the entitlement of the season parking pass cards by giving thirty (30) days written notice to the Tenant and the Landlord shall be at liberty to revise the season car park charges from time to time.

Upon expiry of the Tenancy Term and in the event the Tenant elects the option to renew this Tenancy, the season parking pass cards shall be chargeable at the rate to be determined by the Landlord at its sole discretion.

2. Extended Usage of Common Area Lighting

RM0.80 per hour calculated after the Business Hours of the said Building to be paid upon receipt of the notice of charges from the Landlord or its representative. The rate shall be based on the prevailing rate charged by the Landlord or its appointed representative.

3. Extended Usage of Air-Conditioning Supply

The Tenant hereby agrees and acknowledges that the Landlord shall provide centralized air-conditioning system to the Tenant during the Business Hours from 8.30am to 5.30pm on Mondays to Fridays and from 8.30am to 1.00pm on Saturday (excluding public holidays).

RM80.00 per hour calculated after the Business Hours of the said Building to be paid upon receipt of the notice of charges from the Landlord. The rate shall be based on the prevailing rate charged by the Landlord.

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FIRST SCHEDULE

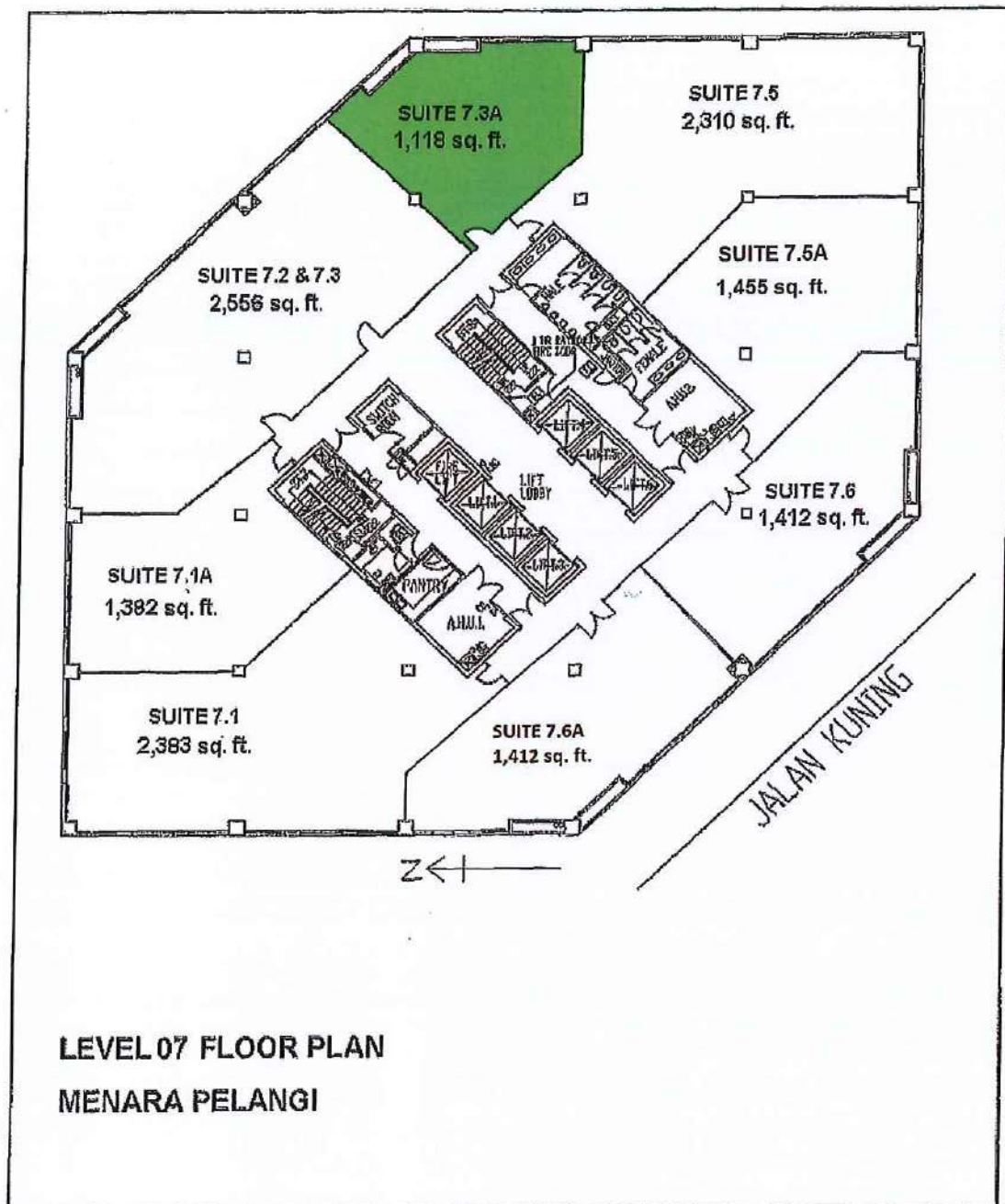
PARTICULARS OF TENANCY

Section	Items	Particulars
1	Particulars of the Landlord	
	(a) Landlord	PNB COMMERCIAL SDN. BERHAD [Company No. 200001015419(518026-P)], a company incorporated under the laws of Malaysia and includes its successors in title and permitted assigns.
	(b) Registered Address	Level 91, Menara Merdeka 118, Presint Merdeka 118, 50118 Kuala Lumpur, Wilayah Persekutuan, Kuala Lumpur.
	(c) Business Address	Lot 3.6, Level 3, PNB Perdana Commercial Centre, 10, Jalan Binjai, 50450 Wilayah Persekutuan, Kuala Lumpur.
2	Particulars of the Tenant	
	(a) Name of Tenant	MESSRS TEE & TEOH a registered law firm with the Bar Council of Malaysia, a professional body that regulates the profession of lawyers in Peninsular Malaysia.
	(b) Registered Address	Suite No. 7.3A, Level 7, Menara Pelangi, No. 2 Jalan Kuning, Taman Pelangi, 80400 Johor Bahru, Johor.
	(c) Business Address	Suite No. 7.3A, Level 7, Menara Pelangi, No. 2 Jalan Kuning, Taman Pelangi, 80400 Johor Bahru, Johor.
	(d) Telephone No.	07-3381388
	(e) Email Address	haleeiah@teenteoh.com
	(f) Contact person	YBhg. Dato' Tee Lian Eng
3	Description of the Said Building	A building known as Menara Pelangi, No. 2, Jalan Kuning, Taman Pelangi, 80400 Johor Bahru, Johor excluding such portion or portions of the land as may be surrendered or sold to any appropriate authority from time to time.
4	Details of the Demised Premises	Suite No. 7.3A, Level 7, approximately 1,118 sq. ft. as shown in the Floor Plan attached hereto as part of the Second Schedule.
5	Term	Two (2) years, with an option to renew for a further (2) years.

Section	Items	Particulars
6	Commencement Date	4 July 2024
	Expiry Date	3 July 2026
7	Fit-Out Period	Not applicable
8	Commencement of Rental Payment	4 July 2024
9	Deposits	
	(a) Advance Rental	Not applicable.
	(b) Rental Deposit	Three (3) months' rent – Ringgit Malaysia Nine Thousand Seven Hundred Twenty-Six and Cents Sixty (RM9,726.60) only.
	(c) Utilities Deposit	Ringgit Malaysia One Thousand Five Hundred (RM1,500.00) only.
	(d) Fit-Out & Reinstatement Deposit	Ringgit Malaysia Three Thousand (RM3,000.00) only.
	(e) Mailbox Deposit	Ringgit Malaysia Fifty (RM50.00) only.
10	Rent	(a) A total of Ringgit Malaysia Three Thousand Two Hundred Forty-Two and Cents Twenty (RM3,242.20) only per month excluding any applicable taxes.
		(b) For the avoidance of doubt, in the event of change in any applicable taxes as gazetted by the relevant authorities, the Landlord shall notify the Tenant of the same in writing and upon service of such written notice, the Tenant shall pay to the Landlord the Rent together with the new applicable taxes amount, commencing from the first rental month from the effective date of such new applicable taxes rate.
11	Permitted Use	The Demised Premises is to be used exclusively as an Administration Office for Advocates & Solicitors only.
12	Business Hours	Monday – Friday from 8.30 a.m to 5.30 p.m., Saturday from 8.30 a.m to 1 p.m, except for Sundays and all Federal and Johor State gazette holidays or such extended hours as may be approved by the Landlord.

SECOND SCHEDULE

PLAN OF THE DEMISED PREMISES



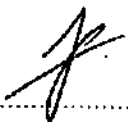
IN WITNESS WHEREOF the parties hereto have hereunto caused this Tenancy Agreement to be executed as the day and year first above written.

Signed for and on behalf of
PNB COMMERCIAL SDN. BERHAD
(Company No. 200001015419)
in the presence of:

}
}
}
}



.....
Name: Mohd Azman Mohamed Shariff
Designation: Chief Operating Officer
PNB Commercial Sdn. Berhad
(No. 200001015419)



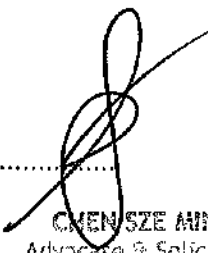
.....
Name:
Designation: Farid Afwan Tarmizi
Manager, Legal

Signed for and on behalf of
MESSRS TEE & TEOH
in the presence of:

}
}
}
}



.....
Name: Dato Tee Lian Eng
Designation: Managing Partner



.....
Name:
Designation: CHEN SZE MIN
Advocate & Solicitor
Petaling Jaya
BC/C/1489

(This Tenancy Agreement shall only be executed by the Tenant's authorised signatory)