

**THIS AGREEMENT** is made the day and year stated in **Item 1 of Schedule 1 hereto**

**BETWEEN:**

**Mass Rapid Transit Corporation Sdn Bhd (Company No. 902884-V)**, a company incorporated in Malaysia under the Companies Act 1965 and having its registered address at Tingkat 7, Bangunan Setia 1, 15 Lorong Dungun, Bukit Damansara 50490 Kuala Lumpur (the **“Licensor”** which expression shall where the context so requires or admits include its successors in title and assigns) of the one part;

**AND**

The party whose name and particulars are set out in **Item 2 of Schedule 1 hereto** (the **“Licensee”** which expression shall where the context so requires or admits include its successors in title and permitted assigns) of the other part.

(The Licensor and Licensee shall hereinafter collectively be referred to as the **“Parties”** and anyone of them shall hereinafter be referred to as the **“Party”**).

**WHEREAS:**

- (A) The Licensor is the owner of the Building (as defined in Clause 1.1).
- (B) The Licensor has, at the Licensee's request, agreed to grant to the Licensee a licence (**“Licence”**) of the Licenced Area (as defined in Clause 1.1. ) for the Permitted Purpose (as defined in Clause 1.1 ) upon the terms and subject to the conditions herein contained.

**IT IS HEREBY AGREED** as follows:

**ARTICLE I**  
**DEFINITIONS AND INTERPRETATIONS**

**1.1 DEFINITIONS AND INTERPRETATIONS**

(a) **Definitions**

In this Agreement, where the context so admits, the following words and expressions shall have the following meanings:

<b>“Building”</b>	means the building more particularly described in <b>Item 3 of Schedule 1 hereto</b> ;
<b>“Business Hours”</b>	means the operational hours as specified in <b>Section 1 of the Retailers Handbook</b> ;
<b>“Commencement Date”</b>	means the date as set out in <b>Item 13(a) of Schedule 1 hereto</b> signifying the Commencement of the Licence Period;
<b>“Common Property”</b>	means any part of the Building and the fixtures and fittings including lobby, lifts, refuse chambers, drains, sewers, pipes, wires, cables and ducts and all other facilities and installations used or capable of being used or enjoyed in common by all the occupants of the Building and/or which is not capable of being let out, leased out, licenced or sold by the Licensor;

“Deposits”	means collectively, the Security Deposit, Service Charges Deposit and the Fit-Out Deposit/Reinstatement Deposit;
“Exit Plan”	means a strategy for preparation of exit by the Licensee which will be notified by the Licensor in the event the Licence Fee and Service Charges remains unpaid;
“Force Majeure”	means events or circumstances which are beyond the reasonable control of the Parties and which directly and substantially affect the Party’s performance of its obligations under this Agreement for a continuous and unbroken period exceeding seven (7) days, such as:  (a) war (whether declared or not), invasion, rebellion, revolution, public riot, insurrection, act of foreign enemies, insurrection, military or usurped power or civil war; (b) an act of government in its sovereign capacity; (c) natural catastrophe including but not limited to earthquakes, fire, drought, lightning, storms, floods, act of God; (d) SARS, avian flu, swine flu, pandemic, epidemic, plague or other outbreak of communicable disease as declared or defined by the World Health Organisation; (e) strikes, lockouts or other labour disputes, shortage of labour, each on a statewide or industry wide basis in either Selangor Darul Ehsan or the Federal Territory of Kuala Lumpur; (f) nuclear explosion, radioactive or chemical contamination or radiation (unless caused by the negligent act or omission of the Licensee); (g) curfews, nationwide shortage of materials, seismic activity; and (g) acts of terrorism;
“Fit-Out Period”	means the fit-out period stated in <b>Item 12 of Schedule 1 hereto</b> ;
“Fit-Out Deposit”	means the sum stated in <b>Item 7 of Schedule 1 hereto</b> and payable by the Licensee to the Licensor pursuant to Clause 1.3(c)(i) of this Agreement;
“Fit-Out Works”	means all works approved by the Licensor to be carried out by the Licensee to the Licenced Area to enable the Licensee to carry out the Permitted Purpose in the Licenced Area;
“Handover Date”	means the date set out in <b>Item 11 of Schedule 1 hereto</b> signifying the commencement of the Fit-Out Period ;
“Letter of Offer”	means the letter of offer set out in <b>Item 16 of Schedule 1 hereto, a copy of which is annexed hereto as Annexure B</b> ;
“Licence”	means the Licence referred to in Recital (B);
“Licence Fee”	means the sum as set out in <b>Item 9 of Schedule 1 hereto</b> , payable by the Licensee to the Licensor for the Licence in

	respect of the Licenced Area, calculated at the rate as set out in <b>Item 9 of Schedule 1 hereto</b> ;
<b>“Licence Period”</b>	means the period as set out in <b>Item 13(b) of Schedule 1 hereto</b> commencing from the Commencement Date;
<b>“Licenced Area”</b>	means the area as set out in <b>Item 4 of Schedule 1 hereto</b> ;
<b>“Licensee”</b>	means the Party whose name and particulars are set out in <b>Item 2 of Schedule 1 hereto</b> (which expression shall where the context so requires or admits include its successors in title and permitted assigns);
<b>“Licensor”</b>	means <b>Mass Rapid Transit Corporation Sdn Bhd (Company No. 902884-V)</b> , a company incorporated in Malaysia under the Companies Act 1965 and having its registered address at Tingkat 7, Bangunan Setia 1, 15 Lorong Dungun, Bukit Damansara 50490 Kuala Lumpur (which expression shall, where the context so permits, include its successors in title and assigns);
<b>“Operator”</b>	means Rapid Rail Sdn Bhd or such other entity, if any, appointed by the Licensor to operate and maintain the Building;
<b>“Permitted Purpose”</b>	means the purpose as set out in <b>Item 14 of Schedule 1 hereto</b> ;
<b>“Reinstatement Deposit”</b>	means the sum stated in <b>Item 8 of Schedule 1 hereof</b> and payable by the Licensee to the Licensor pursuant to Clause 1.3(d)(i) of this Agreement;
<b>“Relevant Authority”</b>	means any government, quasi-government, statutory, state, provincial, local government, municipal, tax or customs authority of Malaysia, including the Director General of Inland Revenue, the Inland Revenue Board of Malaysia, the Royal Customs and Excise Department and the Director General of Customs and Excise, or any successor thereof and any authority and/ or agencies for the time being authorised under any written law in force in Malaysia to approve development, building plans, amalgamation or subdivision of land, subdivision of building, the issue of documents of title, or the acquisition and transfer of land or interest in land, and to enforce any laws relating to land, buildings and development and/ or such other Relevant Authority or any agencies which has powers over the Building;
<b>“Renewable Licence Period”</b>	means the further period commencing as set out in <b>Item 15 of Schedule 1 hereto</b> ;
<b>“Retailers Handbook”</b>	means the rules and regulations in relation to the Licenced Area and/or the Building as prescribed and/or as may be prescribed by the Licensor at its absolute discretion and to be extended to the Licensee governing the condition, use and enjoyment of the Licenced Area, the Building, the Common Property (as defined in this Clause 1.1) and/or any other parts

<b>“Service Charges”</b>	of the Land of which the Building is a part of, a copy of which is annexed hereto as <b>Annexure C</b> ; the amount of money to be determined from time to time by the Licensor as charged by the Operator pursuant to this Agreement and includes, inter alia, Utilities charges, the costs of electrical power for and the costs of maintenance and upkeep of main water pipes and sewerage systems, main electrical wirings, cables, M&E and central air-conditioning (if any), landscaping including any ponds and fountains and decorative structures fixtures and fittings and plants and trees in or on the Common Area of the Building, payment for electricity and water supplied and used in the Common Area of the Building, the employment and other expenses incidental or relating to the employment of personnel and workmen engaged in and about and for the provision of services including security services and maintenance and upkeep of the Common Area of the Building as set out in <b>Item 10 of Schedule 1</b> hereto;
<b>“Service Charges Deposit”</b>	means the sum as set out in Item 10 of Schedule 1 hereto, and payable by the Licensee to the Licensor pursuant to Clause 1.3(b) of this Agreement;
<b>“Security Deposit”</b>	means the sum as set out in <b>Item 5 of Schedule 1 hereto</b> , and payable by the Licensee to the Licensor pursuant to Clause 1.3(a)(i) of this Agreement;
<b>“SST”</b>	means sales and service tax pursuant to the Sales Tax and Service Tax Act 2018 being whatever rate of tax that may be chargeable under the said Act in respect of any supply of goods and services prescribed under the said Act from time to time and the provisions of this Agreement shall be subject to such laws and all related ancillary legislation giving effect to the SST, which may become operative throughout the duration of this Agreement;
<b>“Standard Handover Condition”</b>	means the bare Licenced Area with only the finishes as set out in <b>Item 17 of Schedule 1 hereto</b> ;
<b>“Utilities”</b>	means all utilities and services supplied to the Licenced Area, including but not limited to electricity and water including the taxes thereon which forms part of the Service Charges.

(b) **Interpretation**

In this Agreement, unless there is something in the context inconsistent with such construction or unless it is expressly provided otherwise:

- (i) words denoting one gender include all other genders;
- (ii) words denoting the singular include the plural and vice versa;
- (iii) a reference to “this Agreement” is a reference to this Agreement entered into by the Parties first named above and to all appendices, annexures and schedules to this Agreement;

- (iv) a reference to “Clause”, “Sub-clause”, “Schedule” or “Annexure” is a reference to the relevant clause, sub-clause, schedule or annexure respectively of this Agreement;
  - (v) a reference to “day”, “week”, “month” or “year” is to a calendar day, calendar week, calendar month or calendar year respectively in the Gregorian calendar; and a reference to “week”, “month” or “year” means a period of time extending from one date to a corresponding date in the next calendar week, month or year, respectively or if there is no corresponding date in the next calendar month, the last day of such month;
  - (vi) a reference to a lease includes a reference to a sub-lease in the context of the reference;
  - (vii) a reference to a statute, a provision of a statute or regulation includes that statute, provision of the statute or regulation as amended or re-enacted from time to time;
  - (viii) if any period of time is specified from a given date, or the date of a given act or event, the period begins immediately after that date;
  - (ix) if the time stated or limited for performance of an obligation in this Agreement falls on a day which is not a Business Day then that time stated or limited for performance is deemed to fall on a Business Day immediately following that first-mentioned day;
  - (x) a reference to a “Business Day” means any day from Monday to Friday, except a day which is a public holiday:
    - (aa) in the Federal Territory of Kuala Lumpur; or
    - (ab) in the state of Selangor Darul Ehsan; or
    - (ac) in both the Federal Territory of Kuala Lumpur and the state of Selangor Darul Ehsan;
  - (xi) the term “include”, “includes” or “including” as used in this Agreement shall be deemed to be followed by the phrase “without limitation”; and
  - (xii) the term “person” includes any individual, firm, body corporate, government or state, association or partnership (whether or not having a separate legal personality).
- (c) Headings or sub-headings in this Agreement are inserted for convenience only and do not form part of this Agreement and shall not affect its interpretation.
- (d) Where a word or phrase indicates an exception to any of the terms of this Agreement and a wider construction is possible, such word or phrase shall not be construed *ejusdem generis* with any foregoing word or phrase; and where a word or phrase serves only to illustrate or emphasise any of the terms of this Agreement, such word or phrase shall not be construed or take effect as limiting the generality of such provision.
- (e) All schedules, annexures, appendices or attachments to this Agreement shall form an integral part of this Agreement.
- (f) The expression “Ringgit Malaysia” and the abbreviation “RM” means the lawful currency of Malaysia.

## 1.2 **GRANT OF LICENCE**

- (a) In consideration of the payment by the Licensee of the Licence Fee, the Licensor hereby grants to the Licensee the non-exclusive right, at the Licensee's costs and expenses, to carry on its business at the Licenced Area for the Licence Period or until this Licence is determined by the Licensor under the provisions of Clause 4 below.
- (b) The Licensor and the Licensee hereby agree and declare that:-
  - (i) it is not the intention of either of them to create between them the relationship of landlord and tenant and this Licence shall not, in any way, confer or impose upon either of them any of the rights or obligations of a landlord or tenant or any other rights or obligations;
  - (ii) legal possession and control of the Licenced Area shall, at all times, remain vested in the Licensor and the Licensee shall not hereby acquire any estate or interest therein;
  - (iii) the Licensee shall not be entitled to use the Licenced Area to the exclusion of the Licensor or others authorised by the Licensor; and
  - (iv) this Licence is personal to the Licensee and shall not be capable of being assigned or otherwise disposed of other than by way of surrender to the Licensor.

## 1.3 **DEPOSITS**

### (a) **Security Deposit**

- (i) The Licensee has prior to the execution of this Agreement, paid to the Licensor or the Operator, the Security Deposit, as security for the Licensee's due observance and performance of all of the Licensee's covenants and obligations herein contained.
- (ii) The Security Deposit shall be maintained at a sum equivalent to three (3) months' Licence Fee throughout the Licence Period. Upon an increase in the Licence Fee, the Licensee shall pay to the Licensor within the time period stipulated in the Licensor's written notice to the Licensee the sum of monies required to maintain the Security Deposit at the sum equivalent to the aggregate of three (3) months' Licence Fee.
- (iii) The Security Deposit shall not without the previous written consent of the Licensor be deemed to be or treated as payment of the Licence Fee. The Security Deposit shall be refunded free of interest to the Licensee less such sum or sums as may be due and owing under this Agreement in accordance with Clause 1.3 (e) herein.
- (iv) If the Licensee shall fail to perform and observe the terms, conditions, stipulations, obligations, undertakings and covenants herein contained or any one of them after due notice, then the Licensor shall be entitled to deduct from and set-off against the Security Deposit any sums due and owing by the Licensee under this Agreement towards compensation for the Licensee's non-performance and/or non-observance of the terms, conditions, stipulations, obligations, undertakings and covenants herein contained but without prejudice to such other rights, powers and remedies conferred upon the Licensor under any law or rules of equity against the Licensee for any and all loss, damages,

costs and/or expenses (including legal fees on a solicitor-client basis) incurred or suffered by the Licensor.

(b) **Service Charges Deposit**

- (i) The Licensee has prior to the execution of this Agreement paid to the Licensor or the Operator (as the case may be), the Service Charges Deposit as security for the due performance and observance by the Licensee of the terms and conditions of this Agreement and in particular the payment of charges to the Licenced Area.
- (ii) The Service Charges Deposit shall be maintained at a sum as stated in item 6 of Schedule 1 throughout the Licence Period.
- (iii) The Service Charges Deposit shall not without the previous written consent of the Licensor be deemed to be or treated as payment of the Licence Fee. The Service Charges Deposit shall be refunded free of interest to the Licensee less such sum or sums as may be due and owing under this Agreement in accordance with Clause 1.3 (e) herein.
- (iv) The Licensor shall be entitled to deduct from and set-off against the Service Charges Deposit any sums due and owing by the Licensee under this Agreement towards compensation for the Licensee's non-performance and/or non-observance of the terms, conditions, stipulations, obligations, undertakings and covenants herein contained but without prejudice to such other rights, powers and remedies conferred upon the Licensor under any law or rules of equity against the Licensee for any and all loss, damages, costs and/or expenses (including legal fees on a solicitor-client basis) incurred or suffered by the Licensor.

(c) **Fit-Out Deposit**

- (i) The Licensee has prior to the execution of this Agreement paid to the Licensor or the Operator, the Fit-Out Deposit as security for the Licensee to carry out and complete the Licensee's Fit-Out Works in accordance with the approved plans and drawings by the Relevant Authority and the Licensor with no disturbance and/or inconvenience to the Operator, other licensees, occupiers and visitors of the Building.
- (iii) In the event the Licensee fails to observe the provisions of Clause 1.3(c)(i) and Clause 1.8(h)(v)(hh) herein, the Licensor shall, without prejudice to such other rights, powers and remedies conferred upon the Licensor under any law or rules of equity against the Licensee for any and all loss, damages, costs and/or expenses (including legal fees on a solicitor-client basis) incurred or suffered by the Licensor, be entitled to deduct from and set-off against the Fit-Out Deposit such sums as shall be necessary to make good the Licensee's default or breach and to take such measures as the Licensor shall deem fit to repair and/or make good any damage caused by the Licensee to any part of the Building as a result of the Licensee's fit out works as well as to clear any debris and/or rubbish and to clean any area that has been soiled or dirtied by the Licensee and/or its contractors.

(d) **Reinstatement Deposit**

- (i) The Licensee hereby agrees that at the completion of the Licensee's Fit-Out Works in accordance with the provisions of this Agreement, the Fit-Out Deposit paid to the Licensor shall not be refunded to the Licensee but shall be converted

to the Reinstatement Deposit. The Licensee shall within even (7) days of the Licensor's written request, top-up the difference to make up any shortfall in the Reinstatement Deposit to ensure that the Reinstatement Deposit is the sum set out in **Item 8 of Schedule 1 hereto**. The Reinstatement Deposit is security for the reinstatement of the Licenced Area in accordance with Clause 2.12(a) and delivery of vacant possession of the Licenced Area to the Licensor on the expiry or sooner determination of this Agreement.

- (ii) The Licensor shall be entitled to deduct from and set-off against the Reinstatement Deposit such sums required to reinstate the Licenced Area in accordance with the terms, conditions, stipulations, obligations, undertakings and covenants herein contained but without prejudice to such other rights, powers and remedies conferred upon the Licensor under any law or rules of equity against the Licensee for any and all loss, damages, costs and/or expenses (including legal fees on a solicitor-client basis) incurred or suffered by the Licensor. The Reinstatement Deposit shall be refunded to the Licensee free of interest less such sum or sums due or owing under this Agreement in accordance with Clause 1.3(e) herein.

(e) **Refund of Deposits**

Subject always to the Licensor's right to (i) deduct from and set-off against the Deposits any sums due and owing by the Licensee under this Agreement, (ii) deal with the Deposits in accordance with Clause 1.3(f) and Clause 4.1 and (iii) the reinstatement of the Licenced Area to the state and condition in accordance with Clause 2.12(a) herein and PROVIDED ALWAYS that the Licensee shall have performed and observed the terms, conditions, stipulations, obligations, undertakings and covenants of this Agreement up to the date of expiration of the licence hereby created, the Licensor shall within two (2) months from the date of surrender and delivery of vacant possession of the Licenced Area by the Licensee refund the Deposits or any balance remaining unutilised (if any) to the Licensee, without interest.

(f) **Interchangeability of Deposits**

Notwithstanding anything to the contrary herein contained, it is hereby agreed that the Deposits paid or to be paid by the Licensee to the Licensor may be forfeited and/or appropriated interchangeably at the absolute discretion of the Licensor against any and all moneys as may be due from the Licensee pursuant to the terms and conditions herein and without prejudice to the right of the Licensor to seek additional recovery or remedy against the Licensee for any and all outstanding Licence Fee, service charges, late payment charges, losses, damages, costs or expenses whatsoever as may be incurred or sustained by the Licensor which will not sufficiently be covered or reimbursed by such application or forfeiture of the Deposits or any part(s) thereof.

**1.4 LICENCE FEE**

- (a) The Licensee shall pay to the Licensor the Licence Fee for the Licenced Area with effect from the Commencement Date (regardless of whether or not the Fit-Out Works have been completed) until expiry or sooner determination of this Agreement .
- (b) Save and except for the first Licence Fee which has been paid by the Licensee to the Licensor upon the execution of the Letter of Offer, the Licence Fee is payable monthly in advance without any deductions whatsoever on or before the seventh (7<sup>th</sup>) day of each and every month for the duration of the Licence Period.
- (c) For avoidance of doubt, the Licensee shall pay to the Licensor the Licence Fee by way of non-cash payment.



## 1.5 SERVICE CHARGES

- (a) In addition to the Licence Fee hereby reserved the Licensee shall pay to the Licensor monthly Service Charges for the Licenced Area which for the time being is the sum stipulated in **Item 10 of Schedule 1 hereto** and calculated at the rate stipulated in **Item 10 of Schedule 1 hereto** and such Service Charges shall be paid together with the Licence Fee as provided herein and the Licensee shall not be entitled to exempt itself from liability to pay the Service Charges or any part thereof by waiver of the use and enjoyment of any of the facilities or by the abandonment of the Licenced Area.
- (b) The Service Charges are subject to revision by the Licensor at its absolute discretion at any time. In all circumstances the Licensee shall be given thirty (30) days prior written notice of such increase in the Service Charges and shall on the expiry of the thirty (30) days pay the increased Service Charges without complaint or protest.
- (c) If (i) the charges, rates and deposits of any Utilities supplied to and/or consumed in the Licenced Area and all other expenses incurred by the Licensor for the purpose of supplying the Utilities to the Licenced Area; (ii) the payment of the quit rent, assessment or other rates; (iii) the costs of electrical power and the costs of maintenance and upkeep of main water pipes and sewerage systems, main electrical wirings, cables, M&E and central air-conditioning (if any) , landscaping including any ponds and fountains and decorative structures fixtures and fittings and plants and trees in or on the Common Area of the Building, payment for electricity and water supplied and used in the Common Area of the Building, the employment and other expenses incidental or relating to the employment of personnel and workmen engaged in and about and for the provision of services including security services and maintenance and upkeep of the Common Area of the Building and/or (iv) any other expenses incurred by the Licensor for the maintenance and operation of the Building shall increase, the Licensor may, by prior written notice to the Licensee, increase the Service Charges.
- (d) Notwithstanding the charges for electricity is part of the Utilities forming the Service Charges, the Licensor hereby acknowledges that the electricity usage by the Licensee, is charged by the Operator to the Licensor for the usage of electricity at the Licenced Area. The Licensee shall pay the Licensor such electricity charges incurred by the Licensor for the usage of electricity at the Licenced Area through the monthly Service Charges.

The Licensor shall conduct review of the usage of electricity at the Licenced Area and in the event the actual usage of the electricity is less than the amount paid by the Licensee as part of the Service Charges, a rebate shall be provided by the Licensor. The Licensee shall, not later than seven (7) days from the date of invoice issued by the Licensor, pay to the Licensor the excess amount for the usage of electricity at the Licenced Area as stated in the said invoice.

- (e) For avoidance of doubt, the Licensee shall pay to the Licensor the Service Charges by way of non-cash payment.

## 1.6 PERMITTED USE

The Licenced Area shall not be used for any purpose other than for the Permitted Purpose in accordance with the terms and conditions herein and in the manner as authorised by applicable laws, relevant authorities, government regulations directives whatsoever.

## 1.7 FIT-OUT WORKS

- (a) The Licensor shall deliver possession of the Licenced Area to the Licensee on the Handover Date to enable the Licensee to carry out the Fit-Out Works. The Licensee

shall be deemed to have taken possession of the Licenced Area as licensee on the Handover Date regardless of whether the Licensee actually or physically collects the keys to the Licenced Area or occupies or uses the Licenced Area as at the Handover Date and shall be responsible and liable for the Licenced Area.

- (b) If this Agreement is terminated for any reason whatsoever, the Licensee shall forthwith cease to have a licence to enter the Licenced Area except that the Licensor may in its discretion permit the Licensee to enter the Licenced Area to remove the Licensee's fixtures, fittings and equipment and to restore the Licenced Area to its Standard Handover Condition.
- (c) The Licenced Area will be made available to the Licensee and the Licensee shall accept the Licenced Area in Standard Handover Condition on an "as-is-where-is" basis on the Handover Date. The Licensor shall not be obliged to provide any other items or works.
- (d) The Licensee shall submit for the Licensor's approval all the Licensee's plans, drawings, designs, specifications, M&E, MEP services, and signage and all other documents, including details of proposed materials to be used for its Fit-Out Works ("**Fit-Out Plans**") at least fifteen (15) business days prior to the commencement of the Fit-Out Works for the Licensor's approval. Any professional fees incurred for obtaining the Licensor's approval shall be borne by the Licensee, the amount of which shall be advised by the Licensor.
- (e) If any of the Fit-Out Plans is not acceptable to the Licensor, the Licensor may serve written notice on the Licensee requiring changes, deletions, additions, amendments and/or alterations, whether in whole or in part, to the Licensee's proposed Fit-Out Works. The Licensor shall be entitled to require such changes to the Licensee's proposals as the Licensor deems fit including without prejudice to the generality of the foregoing, the Licensee's plans and designs for the shop front and signage. The Licensee shall engage the Licensor's architect, engineer or other consultant(s) for the purpose of considering the plans, specifications and materials relating to the Fit-Out Works and for the purpose of supervising the carrying out of the Fit-Out Works. The Licensee shall comply with the Licensor's requirements within the period stipulated by the Licensor in such notice. If the Licensee fails to comply with such written notice:
  - (i) the Licensor may but shall not be obliged to affect the changes to ensure compliance and such changes shall be deemed to have been made by the Licensee and the Licensee shall bear the costs thereof; or alternatively,
  - (ii) the Licensor shall, without prejudice to the Licensor's other rights at law and in equity, be entitled upon the expiry of the notice to impose liquidated damages in the amount of Ringgit Fifty (RM50.00), which shall be payable for each day (or part thereof) that the Licensee is in breach of this provision, until the day when the Licensee has fully complied with the Licensor's said requirements to the satisfaction of the Licensor. The Licensor shall be entitled, but shall not be obliged, at any time after the expiry of the notice and for so long as the Licensee continues to be in default, to terminate this Agreement for the Licensee's material breach by written notice to the Licensee and thereupon, the Licensee shall be liable for all loss and/or damage suffered or which is/are likely to be suffered by the Licensor in consequence of such breach, including, without limitation, all fees and expenses (if any) of the Licensor in re-letting the Licenced Area, and the Deposits and any other monies held by the Licensor under this Agreement and any other document may be set-off against the loss and damage suffered by the Licensor Provided Always that the Licensor may in its discretion by written notice to the Licensee, retain the Deposits and any other monies held by it under this Agreement and any other document in lieu of any and all claims it may have for loss and damage against the Licensee.

- (f) Any approval of the Licensor or endorsement by the Licensor's consultants on any Fit-Out Plans shall not relieve the Licensee from obtaining the approval of the Relevant Authorities for the Fit-Out Plans and/or the Licensee's Fit-Out Works (where necessary).
- (g) The Licensee shall not commence Fit-Out Works unless the Licensee's Fit-Out Plans have been approved by the Licensor and if required, by the Relevant Authority.
- (h) The Licensee shall obtain at its own costs and expenses all the necessary and requisite planning approvals, permission and/or consents from the Relevant Authorities prior to the commencement of any Fit-Out Works to be carried out at any time or from time to time in respect of the Licenced Area and comply and adhere strictly with any and all laws by-laws rules regulations orders directives notices and/or requirements imposed by the relevant authorities in the carrying out of the fit-out works ("**Requisite Consents**").
- (i) Before commencing the Licensee's fit-out to the Licenced Area, the Licensee shall, at its own cost and expense, take out and maintain adequate insurance and upon such terms and conditions as may be approved by the Licensor including, but not limited to a comprehensive public liability insurance policy against claims for personal injury, death or property damage or loss arising out of the Licensee's works for an amount of not less than Ringgit Five Million (RM5,000,000.00) in respect of any one (1) occurrence, for the period from the commencement to the completion of the Licensee's renovations, additions and alterations to the Licenced Area and a comprehensive all risks insurance policy, public liability insurance policy, workmen's compensation or other like insurance as may be necessary or expedient to cover the possible liabilities for any injuries, death, loss and/or damage to persons and/or properties (including the Licensee's fit-out and the Licensee's goods, if any) arising out of or in the course of carrying out the Licensee's fit-out to the Licenced Area or otherwise whilst in, upon or about the Licenced Area and/or any other part of the Building covering the period from the date of commencement of the Fit-Out Period to the date of completion of the Licensee's Fit-Out Works for such amounts and with such insurers and named insured as the Licensor may approve. The Licensee shall forthwith deliver to the Licensor copies certified as true by the relevant insurance company(ies) of the insurance policy(ies) so taken and maintained together with the receipts for the premium paid in respect thereof.
- (j) Following the approval of the Licensor to the Fit-Out Plans and the Licensee having obtained the Requisite Consents for the Fit-Out Plans, the Licensee shall at the sole cost and expense of the Licensee without delay proceed to carry out and complete its fit-out works to the Licensor's reasonable satisfaction at the Licensee's own cost and expense.
- (k) All mechanical, electrical and other engineering works, including plumbing and fire protection services in the Licenced Area and any hoarding works at the Licenced Area shall be carried out by a contractor appointed by the Licensee with the Licensor's prior written approval. Any architect or contractor engaged by the Licensee pursuant to this Clause shall not be deemed to be an agent or employee of the Licensor and the Licensee shall not have any claim whatsoever against the Licensor in respect of any act, omission, default, misconduct or negligence of any such architect and contractor.
- (l) The Licensee shall ensure that its Fit-Out Works are implemented at its own costs in accordance with the Requisite Consents and the Fit-Out Plans as approved by the Licensor and the Relevant Authority, if applicable. In particular, the Licensee shall:-
  - (i) allow the Licensor, the Operator or the Licensor's authorised employees, consultants, agents or workmen access to the Licenced Area to observe and

monitor the Licensee's Fit-Out Works to be carried out in respect of the Licenced Area by or at the instruction of the Licensee.

- (ii) co-operate with the Licensor, the Operator and/or their respective consultants and comply with their directions and requirements in the course of carrying out the Licensee's Fit-Out Works;
- (iii) rectify and fully make good (or if required by the Licensor in its discretion, compensate the Licensor for) any damage to the Building and/or neighbouring premises as a result of the Licensee's Fit-Out Works;
- (iv) use good and suitable materials of a type, quality, colour and standard approved of the Licensor;
- (v) ensure and procure that the Licensee's Fit-Out Works:
  - (aa) are under the supervision of an architect or engineer appointed by the Licensee with the prior written approval of the Licensor;
  - (bb) are carried out in a good and workmanlike manner in accordance with good building practice and in compliance with the reasonable requirements of the Licensor's architect and other consultants;
  - (cc) do not cause any obstruction or interference with the works of other tenants or occupiers of the Building;
  - (dd) are in compliance with all laws, statutes, orders and regulations made under codes of practice of local authorities affecting the Licensee's Fit-Out Works and/or the Licenced Area; in the event that the relevant authorities require any part of the Licensee's Fit-Out Works to be altered or removed, the Licensee shall forthwith do so at its own costs and expenses;
  - (ee) are in compliance with any guidelines, terms and conditions supplied by the Licensor;
  - (ff) are carried out with due diligence;
  - (gg) do not interfere or obstruct the work of the Licensor's contractors for the Building; and
  - (hh) shall be completed in accordance with the approved Fit-Out Plans on or before the expiry of the Fit-Out Period by which shall at all material times include the clearing of all debris and rubbish to an area satisfactory to the Licensor.
- (vi) furnish to the Licensor a certified true copy of the Certificate of Completion and Compliance issued in respect of the Licensee's Works, if required by the Relevant Authority.

#### **Inspection Of The Licensee's Fit-Out Works**

- (m) The Licensor and its consultants shall be entitled to inspect the Licensee's Fit-Out Works and to require changes to be made thereto to ensure that the Licensee's Fit-Out Works are in accordance with the Fit-Out Plans approved by the Licensor and the Requisite Consents but neither the Licensor nor any of its consultants shall be liable to the Licensee for any failure of the Licensee to comply with the Fit-Out Plans or the Requisite Consents.

- (n) If any breach shall be found upon inspection, the Licensee shall upon written notice from the Licensor take all necessary steps for the rectification of such breach. Failure to comply with the Licensor's notice to rectify shall be deemed to be a fundamental breach of this Agreement and, without prejudice to the Licensor's rights and remedies under and this Agreement, the Licensor shall be entitled to terminate the licence permitting entry by the Licensee into the Licenced Area or to re-enter the same.

#### **Licensee's Ancillary Obligations Relating To The Licensee's Fit-Out Works**

- (o) The Licensee shall:-
- (i) promptly make good to the Licensor's satisfaction all damages to the Licenced Area, the Building and/or the neighbouring buildings resulting from the execution of the Licensee's Fit-Out Works;
  - (ii) remove all waste materials and debris from the Building immediately upon completion of the Licensee's Fit-Out Works. The Licensor may at its sole discretion, without being obliged to do so, arrange for the removal of the waste materials and debris off-site by its contractor and the costs therefor shall be borne by the Licensee;
  - (iii) promptly pay to the Licensor the charges for the supply of Utilities and the disposal of waste with regards to the Licensee's Fit-Out Works, which charges are charged to the Licensor by the Operator and issued as invoice to the Licensee as soon as practicable.

#### **Licensor To Be Indemnified**

- (p) The Licensee shall indemnify and keep the Licensor fully indemnified against:-
- (i) any breach, non-observance or non-performance of any Requisite Consents in relation to the Licensee's Fit-Out Works and any fines, penalties costs, losses, damages and expenses whatsoever (including the solicitors fees of the Licensor on a solicitor and client basis) which may be made, instituted or imposed by the Relevant Authority or the Operator against or suffered or incurred by the Licensor howsoever due to the act, omission and/or negligence of the Licensee;
  - (ii) any claims, demands or proceedings and/or losses, damages and/or any other expenses or amounts suffered by or made against the Licensor as a result of the Licensee's Fit-Out Works, including, without limitation, any claims, demands or proceedings brought by any adjoining owner, tenant, occupier or member of the public due to the act, omission and/or negligence of the Licensee;
  - (iii) any damage to any property or any injury to any party arising out of or incidental to the execution of the Licensee's Fit-Out Works.

#### **Delay In Completing The Licensee's Fit-Out Works**

- (q) Any delay by the Licensee in carrying out or completing the Licensee's Fit-Out Works shall not:-
- (i) be a ground for postponing the Commencement Date or the payment of the Licence Fee, the Deposits and any other monies payable under this Agreement;  
or

- (ii) relieve the Licensee in any way from performance and observance of the obligations, covenants, conditions and provisions on the Licensee's part to be performed and observed under the Letter of Offer and this Agreement;

#### **Commencement of Business before the expiry of the Fit-Out Period**

- (r) The Licensor agrees that the Licensee shall not be required to pay any Licence Fee or Service Charge during the Fit Out Period. If the Licensee has completed its Fit-Out Works and wishes to commence business in the Licenced Area before the expiry of the Fit-Out Period, the Licensee shall only do so after having made a written request to the Licensor of such intention and the Licensor having agreed to such request in writing, such agreement to be at the Licensor's absolute discretion and if agreed, upon such terms as the Licensor shall prescribe and subject to payment of the Licence Fee and Service Charges notwithstanding that the Licence Period has not commenced.

#### **Fit-Out and Alterations Regulations**

- (s) The Licensee undertakes and agrees that all Fit-Out Works and/or alteration works to be carried out at the Licenced Area shall be governed by the Licensor's fit-out and alterations regulations as set out in the Handbook or any other fit-out and alterations manual that may be issued by the Licensor or Operator. All additions and or amendments thereto subsequently made by the Licensor or its agents from time to time and notified to the Licensee shall form part of the Licensor's Fit-Out and alterations regulations. A breach of any one or more of the provisions of the Licensor's fit-out and alterations regulations shall be a breach of condition of this Agreement. In the event of a conflict between the provisions of this Agreement and the provisions of the Licensor's fit-out and alterations regulations, the provisions of the fit-out and alterations regulations shall prevail.

### **ARTICLE II COVENANTS BY LICENSEE**

#### **2.1 DAMAGE TO LICENCED AREA, BUILDING, COMMON PROPERTY AND/OR LICENSOR'S FIXTURES & FITTINGS**

The Licensee shall take care of the Licenced Area, the Building, the Common Property, if any, the Licensor's fixtures & fittings and the wires, pipes and installations within the Licenced Area and/or the Building and shall keep the same in good tenantable repair (fair wear and tear excepted) and clean and tidy condition and the Licensee shall make good, at the Licensee's costs and expense, to the satisfaction of the Licensor all damage to the Licenced Area, the Building, the Common Property, if any, and the Licensor's fixtures & fittings caused by the Licensee, its servants, agents, employees, invitees and/or contractors failing which, the Licensor shall be entitled but not obliged to make good such damage. The Licensee shall pay the costs incurred by the Licensor within seven (7) days of the Licensor notifying the Licensee of the amount thereof, failing which the Licensee shall pay late payment charges on such amount outstanding at the rate and in the manner provided in Clause 10.2 and the amount outstanding together with the late payment charges payable thereon shall be a debt due from the Licensee to the Licensor and shall forthwith be recoverable as such.

#### **2.2 STRUCTURAL OR MATERIAL ALTERATIONS**

- (a) The Licensee shall not:-
  - (i) make any structural or material alterations to the Licenced Area or any part thereof;

- (ii) make any alterations to or interfere with the electrical wiring or electrical installations in the Licenced Area, the Licensor's fixtures & fittings and/or any other installations at the Licenced Area;
- (iii) construct or install any fixtures, any additional fixtures or feature thereto, or carry out any redecoration renovation or other works thereto

without first obtaining the written consent of the Licensor which consent may be refused by the Licensor without assigning any reason thereof or may be subject to such terms and conditions as the Licensor shall in its sole and absolute discretion deem fit.

- (b) The Licensee shall strictly abide by the requirements and instructions of the Licensor and/or the Licensor's consultants, in force now or at any time hereafter in respect of any structural or material alterations to the Licenced Area or any part thereof, any alterations to or interference with the electrical wiring or electrical installations of the Licenced Area, the Licensor's fixtures & fittings and any other installations at the Licenced Area and/or the construction or installation of any fixtures any additional fixtures or feature thereto or any redecoration renovation or other works thereto.

### **2.3 CLEANLINESS AND TRADE WASTE**

- (a) The Licensee shall keep the Licenced Area in a clean and tidy condition free of pest smell and rubbish or trade waste at all times. Should the Licensee fail to comply with the above, the Licensor may but shall not be obliged to, carry out the works at a daily charge to be determined by the Licensor and informed to the Licensee. If an external cleaner is employed or engaged to remove the rubbish trade waste all costs of such cleaner shall be borne by the Licensee.
- (b) All rubbish and trade waste shall be disposed of in accordance with the instructions of the Licensor and/or the Operator. Empty cartons /rubbish must be brought to the respective areas allocated within or outside the Building for disposal and not left around the Licenced Area or any other part of the Building at any time during and after the operating hours.
- (c) The Licensor reserves the right to deduct in full or in part the Deposits as costs incurred for removal of the rubbish and trade waste and to demand additional payment should the costs and expenses of removal exceed the Deposits or the balance thereof after any other deductions.

### **2.4 SIGNAGE AND ADVERTISEMENTS**

The Licensee shall not affix erect paint or otherwise exhibit or permit or suffer to be done upon any part of the Licenced Area and/or the Building any advertisements signs or other forms of publicity for the Licenced Area PROVIDED THAT subject to the approval of the Licensor as to size location colour materials design and method of affixing, the Licensee shall be permitted to display within the Licenced Area and/or the Building such approved signage bearing its name.

### **2.5 PROHIBITION OF NUISANCE**

The Licensee shall not do or permit to be done upon any part of the Licenced Area and/or the Building anything which may be or become a nuisance, annoyance or inconvenience to or which may give reasonable cause for complaint from any person, corporate, local authority or whomsoever or in any way interfere with the quiet occupation or comfort of the Licensor, Licensee or other tenants or occupants of the Building and/or which may cause any damage to the Licenced Area and/or the Building, the Licensor's fixtures & fittings and/or the neighbouring premises.

## **2.6 COMPLIANCE WITH LAWS**

The Licensee shall comply in all respect with the requirements of any statutes applicable to the Building for the time being and any other obligations so applicable imposed by law or any by-laws and to observe and comply with the requirements of any governmental department, local authority or other public or competent authority or court of competent jurisdiction, regardless of whether such requirements are imposed on the owner of the Building, the occupier or any other person.

## **2.7 RESPONSIBILITY FOR SECURITY**

The Licensee shall be solely responsible for the day to day security of the Licenced Area. For the avoidance of doubt, the Licensor shall in no way be responsible for any loss or damage caused to the goods or belongings of the Licensee or other persons in the Licenced Area and the Licensee shall not make any claim whatsoever against the Licensor in respect of any loss or damage to the goods or belongings of the Licensee or other persons in the Licenced Area.

## **2.8 ACTS AFFECTING FIRE RISKS**

The Licensee shall not do or suffer to be done anything whereby any insurance of the Building against fire may be rendered void or voidable or whereby the premium for any such insurance may be liable to be increased and shall on demand pay to the Licensor all monies paid by the Licensor for any such increased premium in addition to all expenses incurred by the Licensor in or about any renewal of such policy or policies rendered necessary by a breach or non-observance of this covenant without prejudice to any other rights of the Licensor under this Agreement.

## **2.9 PROHIBITION OF NOXIOUS, DANGEROUS OR HAZARDOUS GOODS**

The Licensee shall not bring into the Licenced Area and/or the Building goods which in the opinion of the Licensor may be dangerous and/or goods classified as dangerous, without the consent in writing of the Licensor being first obtained which consent may be refused by the Licensor without assigning any reason thereof or may be subject to such terms and conditions as the Licensor shall in its sole and absolute discretion deem fit.

## **2.10 INDEMNITY BY LICENSEE**

The Licensee shall be liable for and shall indemnify and keep indemnified the Licensor from and against all liability, losses, claims, demands, writs, summons, actions, suits, proceedings, judgements, orders, decrees, damages, penalties, costs, losses and/or expenses of any nature whatsoever that may be incurred or suffered by the Licensor in respect of any injury to or the death of any person, any damage to any property movable or immovable, economic loss, all loss and damage to the Licenced Area, the Building and/or all property therein, any infringement, disturbances or destruction of any rights easement privilege or otherwise by reason of or arising in any way directly or indirectly out of the use of the Licenced Area, due to any occurrence in, upon or at the Licenced Area, due to any act, omission, negligence and/or default of the Licensee, its agents, servants, employees, invitees and/or contractors, due to any circumstance within the control of the Licensee, its agents, servants, employees, invitees and/or contractors and/or due to any breach or non-observance by the Licensee its agents, servants, employees, invitees and/or contractors of the Licensee's covenants and the terms and conditions herein contained.

## **2.11 PROHIBITION AGAINST ASSIGNMENT**

The Licensee hereby acknowledges and agrees that the licence is granted exclusively to and for the benefit of the Licensee. Hence:-



- (a) The Licensee shall not assign the rights of the Licensee hereunder without the previous consent in writing of the Licensor which consent may be refused by the Licensor without assigning any reason thereof or may be subject to such terms and conditions as the Licensor shall in its sole and absolute discretion deem fit.
- (b) The Licensee shall not assign or otherwise part with the possession or occupation of the Licenced Area or any part thereof, either by way of sub-licensing, lending, sharing or any other means, whereby any person or persons not a party to this Agreement obtains the use or possession of the Licenced Area or any part thereof, irrespective of whether any licence fee or other consideration is given for such use or possession, without the previous consent in writing of the Licensor which consent may be refused by the Licensor without assigning any reason thereof or may be subject to such terms and conditions as the Licensor shall in its sole and absolute discretion deem fit.

## **2.12 ON DETERMINATION OF LICENCE**

- (a) The Licensee shall, at its own costs and expense, reinstate the Licenced Area to its original condition (fair wear and tear excepted) to the satisfaction of the Licensor and remove the furniture, furnishings, fixtures and/or fittings of the Licensee within fourteen (14) days of the expiry or sooner determination of this Agreement. If for any reason the reinstatement of the Licenced Area and/or the removal of the furniture, furnishings, fixtures and/or fittings of the Licensee is not effected within the time aforesaid, the Licensor shall be at liberty to reinstate the Licenced Area to its original condition and/or remove and dispose of the furniture, furnishings, fixtures and/or fittings of the Licensee by sale or otherwise and all costs and expenses incurred in the removal and disposal of the furniture, furnishings, fixtures and/or fittings of the Licensee shall be borne and paid by the Licensee and the Licensor shall be entitled to recover from the Licensee the cost of such reinstatement and/or removal together with such other amounts which the Licensor would have been able to receive from the Licensee during the period within which such reinstatement and/or removal is effected by the Licensor.
- (b) The Licensee shall pay such costs and/or other amounts to the Licensor within seven (7) days of the Licensor notifying the Licensee of the amount thereof, failing which the Licensee shall pay late payment charges on such amount outstanding at the rate and in the manner provided in Clause 10.2 and the amount outstanding together with the interest payable thereon shall be a debt due from the late payment charges to the Licensor and shall forthwith be recoverable as such.
- (c) In the event that the furniture, furnishings, fixtures and/or fittings of the Licensee is disposed of by sale, the Licensor shall hold the proceeds from such sale less the costs and expenses incurred in the removal and sale of such furniture, furnishings, fixtures and/or fittings of the Licensee to the credit of the Licensee for a period of six (6) months pending a claim for the same by the Licensee failing which the sum held in credit shall be absolutely forfeited to the Licensor.

## **2.13 USER**

The Licensee shall:

- (a) not use or permit any part of the Licenced Area to be used for any illegal, immoral and for any unlawful purpose;
- (b) not except with the prior written consent of the Licensor make use of the name of the Licensor or the Licensor's logo in any connection otherwise than is expressly permitted by this Agreement.

**2.14 INTERFERENCE WITH AIR-CONDITIONING**

The Licensee shall not use or permit to be used any heating or cooling devices or any other devices or machine which may interfere with the efficient running of the air-conditioning system of the Building (if any), unless authorised by the Licensor.

**2.15 FLOOR LOAD**

The Licensee shall not overload the Licenced Area to a weight greater than the maximum weight per square foot informed by the Licensor to the Licensee and the Licensee shall comply with any instructions of the Licensor so as to distribute the weight of the furniture, furnishings, fixtures and/or fittings of the Licensee.

**2.16 MOVEMENT OF EQUIPMENT**

The Licensee shall not move the fixtures and fittings signage and any other bulky matter or installation about or in and out of the Licenced Area without first obtaining the Licensor's written consent. In the event that any such movement (whether with or without the Licensor's consent) shall cause injury or damage to person or property the Licensee shall hold the Licensor indemnified against all claims in respect thereof and shall repay to the Licensor any sums paid by the Licensor in connection with claims arising from such injury or damage and shall pay for all costs incurred in repairing any damage caused to the Building or its appurtenances.

**2.17 INSURANCE**

- (a) The Licensee shall at the Licensee's own cost and expense and at all times during the Licence Period, take out and keep in force in the joint names of the Licensor and the Licensee with a reputable insurance company in Malaysia for their respective rights and interest, the following types of insurance:-
- (i) a comprehensive public liability insurance policy in an amount not less than Ringgit Five Million (RM5,000,000.00) or in such higher amount as the Licensor may from time to time prescribe, in respect of any one (1) occurrence;
  - (ii) an all risks and damage to the furniture, plate and tempered glass, fixtures and fittings in or of the Licenced Area and all parts thereof which the Licensee is obliged to keep in repair under the provisions of this Agreement and for its internal and external signages and/or displays, for such amount as the Licensor may approve; and
  - (iii) such other insurance coverage as required by the Licensor.
- (b) The Licensee shall, at the Licensee's own cost and expense, at all times during the Term effect an insurance policy in the name of the Licensee with a reputable insurance company in Malaysia against all risks in respect of the Licensee's goods, chattels and stock-in-trade as well as any property in the care, custody and control of the Licensee and/or the Licensee's employee for the replacement value thereof. The Licensee must ensure that the relevant exclusion in the policy relating all such property is deleted. The policy must include (i) a provision for waiver of subrogation against the Licensor (ii) a provision that the liability of the insurer to pay under such policy must not be affected by the act, default, omission or negligence of any party to such policy, and (iii) the legal liability of the Licensee for loss or damage to the Licenced Area (including all fixtures and fittings in it), by the deletion from the policy of the relevant exclusion relating to the property in the care, custody or control of the Licensee or any employee of the Licensee.

- (c) The Licensee shall, on written demand at any time by the Licensor, produce forthwith to the Licensor any policy of insurance which the Licensee is required to effect hereunder and the receipt for the last premium payable in respect of such policy.
- (d) In any insurance policy taken out by the Licensee in respect of the Licenced Area in which the Licensor is not also a named beneficiary, there shall be a provision therein that there will be no right of recourse against the Licensor.
- (e) The Licensee agrees and undertakes with the Licensor to utilise all insurance proceeds received in respect of the insurances referred to in Clause 2.17(a) to promptly effect the repair and/or replacement of the items in respect of which the insurance proceeds were received.

**2.18 OBSERVANCE OF LAWS, ORDINANCES, ACTS OF PARLIAMENT, RULES, REGULATIONS ETC**

The Licensee shall at all times during the term hereby created:-

- (a) observe and comply with all laws, by-laws, Ordinances, Act of Parliament, Rules and Regulations, affecting the Licenced Area or with regard to carrying on the trade or business for the time being carried on the Licenced Area which are now in force or which may hereafter be enacted and to apply for or cause application(s) to be made at all proper times and at the Tenant's own cost and expense to the licensing authority to obtain the grant or renewal of any certificate and/or licences necessary for using the Licenced Area for such business carried on therein.
- (b) obtain and maintain at the Licensee 's own cost and expense all licences, permits, registrations, approvals and other consents for the conduct of the Permitted Purpose.
- (c) comply with all such requirements as may be imposed on the Licensee by any laws, by-laws Ordinances, Acts of Parliament, Rules and Regulations, requirement and notices thereunder and to indemnify the Licensor against all loss and/or damages sustained and arising out of the Licensee's breach thereof.
- (d) observe and conform to all rules, regulations and instructions as may from time to time be made by the Licensor or its duly authorised agents for the proper management and use of the Licenced Area and/or the Building and notified in writing by the Licensor or its duly authorised agent to the Licensee.

**2.19 TRAINING PROGRAMMES**

- (a) The Licensee acknowledges agrees and consents to participate in the training programmes organised by the Licensor and/or the Operator, if any, at its own costs. The Licensee agrees and consents to send the Licensee's employees working in the Licenced Area to attend the training programmes as and when required by the Licensor and/or Operator and notified to the Licensee. The Tenant shall submit all necessary particulars, information, materials and/or documents as are required by the Landlord.
- (b) The Licensee acknowledges and agrees that breach of this provision by the Licensee shall be a breach of the terms and conditions of this Agreement and the Licensee acknowledges and agrees that the Licensor may exercise the rights of the Licensor as provided in Clause 4 of this Agreement (Right of Termination/Re-Entry) in the event of a breach of this provision by the Tenant.

## 2.20 COMPLIANCE WITH RETAIL OPERATOR'S PROPOSAL

The Licensee covenants and undertakes to comply with the provisions of the Retail Operator's Proposal annexed as Appendix 2 to the Letter of Offer and the Licensee further acknowledges and agrees that a breach of any of the provisions of the Retail Operator's Proposal shall be a breach of the terms and conditions of this Agreement and the Licensor may exercise the rights of the Licensor as provided in Clause 4 of this Agreement (Right of Termination/Re-Entry) in the event of a breach of the provision of the Retail Operator's Proposal by the Tenant.

## 2.21 BUSINESS HOURS

- (a) The Licensee shall keep the Licenced Area open for business fully stocked and staffed at all times during the Business Hours unless otherwise specified by the Licensor or the Operator at their discretion, and at all times to keep the shop-front and signage well lighted. Failure by the Licensee to adhere to the prescribed Business Hours shall constitute a material breach of this Agreement. The Licensee shall pay to the Licensor liquidated damages ("**Liquidated Damages**") at the rate of Ringgit One Hundred and Fifty (RM150.00) for each day or part of the day that the Licensee shall not be open for business during the Business Hours. Payment of Liquidated Damages shall be without prejudice to the Licensor's rights at law or in equity. The Licensor's written statement of the days of breach and the amount payable for such breach shall be conclusive in the absence of manifest error. The Licensor shall have the discretion to terminate the Licence if the Licensee fails to promptly open for business on the Commencement Date or such other date as the Landlord may agree in writing.
- (b) Notwithstanding anything to the contrary as may be contained herein, the Licensee hereby acknowledges and agrees that the Licensor shall have the absolute right, without any right by the Licensee to claim for compensation or damages or rebate, to extend or reduce the Business Hours by giving a prior written notice of not less than fourteen (14) days to the Licensee and to declare the Building closed for any reason, including if so required by the Relevant Authorities or for any emergency reasons, whether or not actual, prospective, real or apparent, as the Licensor or Operator shall in their absolute discretion consider expedient. Without derogating from the generality of the foregoing, in the event that the Business Hours are extended and such extension shall be from such time to such other time as the Licensor or Operator shall in their absolute discretion deem fit in which event, the Licensee shall be required to open for business throughout such extended Business Hours and shall forthwith pay upon demand to the Licensor such additional charges as may be determined by the Licensor.

## 2.22 LABOUR AND INDUSTRIAL RELATIONS

- (a) In the employment of workmen during the Licence Period, the Licensee shall comply and shall cause his contractors to comply with all the requirements of the Employment Act 1955, Employment (Restriction) Act 1968, Employees Provident Fund Act 1991, Industrial Relations Act 1967, Workmen's Compensation Act 1952, Wages Councils Act 1947, Weekly Holidays Act 1950, Children and Young Persons (Employment) Act 1966, Minimum Retirement Age Act 2012 and any other law relating to industrial relations, wages, worker's compensation and the hiring, discharging, treatment and safety of workmen.
- (b) The Licensee shall ensure that labour disputes, disruptions, strikes, picketing and legal or illegal work stoppages are minimised and avoided. The Licensee shall, at all times, take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or among its personnel and to protect persons and property in the vicinity of the Licenced Area from such conduct.

- (c) The Licensee shall impose and have an alcohol and drug policy that is in compliance with the law. The Licensee shall remove, or cause to be removed, any person present on the Licenced Area who is impaired by alcohol or drugs. The Licensee shall be fully responsible for the conduct of its personnel and shall indemnify and hold harmless the Licensor from any costs, damages or losses incurred as a result of any unlawful, riotous or disorderly conduct of the Licensee's personnel pursuant to this Clause 2.22.

### ARTICLE III

#### **POWER FOR LICENSOR TO DEAL WITH LICENCED AREA, ADJOINING PROPERTY AND/OR THE BUILDING**

- 3.1 The Licensor may deal as it thinks fit with other property belonging to the Licensor adjoining or nearby and to erect or suffer to be erected on such property any buildings whatsoever whether or not such buildings shall affect or diminish the light or air which may now or at any time be enjoyed by the Licensee in respect of the Licenced Area.
- 3.2 The Licensor shall have the right at all times without obtaining any consent from or making any arrangement with the Licensee to alter, reconstruct or modify in any way whatsoever or change the use of the parts of the Building, the use of which is granted in common with others so long as proper means of access to and egress from the Licenced Area are afforded and essential services are maintained at all times.
- 3.3 The Licensor shall be entitled to improve, extend, vary, renovate, retrofit, refurbish, reduce or carry out any other works to the Building as it shall deem fit in its absolute discretion, as well as erect such kiosks and stalls in the Common Property as it deems fit, notwithstanding that such works, kiosks, stalls and structures may affect the Licensee's enjoyment of the Licenced Area. Where necessary, the Licensee shall permit the Landlord access to the Licenced Area to carry out such works.
- 3.4 Nothing contained in this Agreement shall confer on the Licensee any right to enforce any covenant or agreement relating to the other parts of the Building demised by the Licensor to others, or limit or affect the right of the Licensor in respect of any such other premises to deal with the same and impose and vary such terms and conditions in respect thereof in any manner as the Licensor may think fit. The Licensee acknowledges that nothing in this Agreement shall confer on it the exclusive right to market, promote or sell its goods or services in the Building or any part thereof but the Licensor has the absolute right to approve or allow other licensees to market, promote or sell the same or similar goods or services within the Building as that offered by the Licensee in the Licenced Area.
- 3.5 Recover Possession
- (a) In the event the Licensor determines at its sole and absolute discretion that (i) due to the Licensor's trade mix policy (as determined by the Licensor and/or the Operator from time to time); or (ii) the Building or any part thereof is to be renovated, retrofitted, refurbished and/or altered; or (iii) there be a change of use of the Licenced Area or that part of the Building in which the Licenced Area is situated, the Licensor shall be entitled to issue to the Licensee a written notice of the Licensor's intention to recover possession of the Licenced Area ("**Notice to Recover Possession**") pursuant to this Clause 3.5(a).
- (b) Upon issue of the Notice to Recover Possession, the Licensor shall use its best endeavours to find alternative premises in the Building ("**Substitute Premises**") as the Licensor deems suitable for the Licensee, to re-locate the Licensee. If the Licensor finds a suitable Substitute Premises, the Licensor shall issue a letter of offer to the Licensee for the Substitute Premises.
- (c) In the event the Licensee shall accept the Licensor's offer, the Licensee shall surrender its licence of the Licenced Area and shall at the same time enter into and execute an agreement with the Licensor for the licence of the Substitute Premises and the provision

of maintenance and other services to the Substitute Premises upon such terms and conditions as may be mutually agreed.

- (d) In the event (i) the Licensor is unable to offer to the Licensee a suitable Substitute Premises, or (ii) the Licensee shall refuse or fail to accept the Licensor's offer for the Substitute Premises within the period stipulated in the offer, or (iii) the Parties shall fail to agree on the terms in respect of the licence of the Substitute Premises, within three (3) months of the date of the Notice to Recover Possession, the Licensor shall be entitled to terminate the licence of the Licenced Area by giving to the Licensee not less than one (1) month's written notice ("**Termination Notice**") to such effect and upon the expiry of the period specified in the Termination Notice, the licence of the Licenced Area shall cease and determine but without prejudice to any right of action or other remedies which the Licensor has or otherwise could have for arrears or in respect of any antecedent breach of any of the provisions hereof.

- 3.6 The Licensee shall not be entitled to any compensation from the Licensor or make any claim for damages against the Licensor in the event of such relocation and/or removal.

#### **ARTICLE IV** **EVENT OF DEFAULT**

- 4.1 If and whenever during the Licence Period:

- (a) any or any part of the Licence Fee and/or Service Charge reserved by this Agreement and/or any other moneys to be paid pursuant to the terms and conditions herein or any part thereof shall be unpaid for seven (7) days after their due date (whether or not they shall have been formally demanded); or
- (b) the Licensee shall at any time fail or neglect to perform or observe any of the covenants, conditions or agreements contained in this Agreement to be performed or observed by the Licensee; or
- (c) any distress or execution shall be levied on the Licensee's goods or any service of process or court notices shall be affixed onto any part of the Licenced Area; or
- (d) the Licensee, being a company, shall be unable to pay its debts, or enters into liquidation either compulsory or voluntary (except for the purpose of amalgamation or reconstruction), or passes a resolution for its winding up, or makes a proposal to its creditors for a composition in satisfaction of its debts or a scheme of arrangement or a receiver, a receiver and manager or judicial manager or interim judicial manager is appointed; or
- (e) the Licensee, being an individual, a sole-proprietorship or a partnership, shall be unable to pay or shall have no reasonable prospect of being able to pay his debts, or a bankruptcy petition shall be presented against him, or the Licensee makes a proposal to his creditors for a composition in satisfaction of his debts or a scheme of arrangement, or a receiver is appointed in respect of his property; or
- (f) the Licensee shall have vacated or abandoned the Licenced Area before the expiration of the Licence Period, and/or any renewed term, as the case may be, which vacation or abandonment shall be deemed to include but not limited, to the failure by the Licensee to open for business on the Commencement Date or for a period of three (3) days in a year without the prior written consent of the Licensor, the Licensor shall be entitled to treat such vacation or abandonment as a repudiation for the Licence herein and to terminate this Agreement.

Upon the occurrence of any one or more of the abovementioned events of default, it shall be lawful for the Licensor or any person duly authorised by the Licensor at any time for that purpose

to enforce or do any one or more of the following remedies without being responsible or liable for any losses, damages, costs or expenses caused to the Licensee as a consequence of such action:-

- (i) to serve a forfeiture notice upon the Licensee pursuant to Section 235 of the National Land Code 1965, and it is hereby mutually agreed and deemed that a reasonable time in which to remedy the event of default and to be stipulated in any forfeiture notice shall be fourteen (14) days (if such event of default is capable to be remedied) except in case of non payment of the Licence Fee and/or Service Charge and/or any other moneys to be paid pursuant to the terms and conditions herein or any part thereof where seven (7) days shall be deemed a reasonable time to remedy such default;
- (ii) to determine the Licence herein and to re-enter the Licenced Area or any part thereof in the name of the whole at any time, and even if any previous right of re-entry has been waived;
- (iii) to charge late payment charges on the late payment of any sum(s) due from the Licensee to the Licensor in accordance with Clause 10.2, which charges shall be calculated in accordance with Clause 10.2;
- (iv) to cut off all supply of water, electricity and/or air-conditioning (if any) to the Licenced Area in the event the Licensee fails to quit within seven (7) days from the date of notice of termination by the Licensor to the Licensee;
- (v) to restrict the use and enjoyment of any facilities and amenities at the Licenced Area and/or the Building by the Licensee or any of the Licensee's authorised persons;
- (vi) to prevent the Licensee from removing any of the Licensee's goods and/or any and all other items of any description (including personal property of every description) from the Licenced Area until all sums covenanted to be paid by the Licensee herein shall have been fully settled by the Licensee;
- (vii) to withhold all such Deposits as may have been paid by the Licensee herein toward securing full settlement by the Licensee and/or recovery by the Licensor of and/or set-off the same against all monies covenanted to be paid by the Licensee herein and without prejudice to such other rights, powers and remedies which the Licensor may have against the Licensee arising out of such event of default; and/or
- (viii) to use and take any other action the Licensor deems fit to recover all monies due and owing to the Licensor and the cost and expense (including solicitor's and clients' costs) of all such actions taken shall be borne by the Licensee,

4.2 In the event that the Licence Fee and the Service Charges remains unpaid by the Licensee after two (2) months, the Licensor shall forthwith provide a notice to the Licensee which among others will include an Exit Plan which shall be complied with by the Licensee within one (1) month. During this period, the Licensee shall ensure all obligations under this Agreement shall be complied with including but not limited to the payment of all amount due under this Agreement and the reinstatement of the Licence Area in the manner provided under Clause 2.12 (a). All such Deposits which have been paid by the Licensee shall be withheld by the Licensor to secure full settlement by the Licensee and/or recovery by the Licensor of and/or set-off the same against all monies covenanted to be paid by the Licensee herein. In the event the Deposits are not sufficient to recover all monies due to the Licensor, the Licensee shall pay to the Licensor all amount due under this Agreement.

4.3 Thereupon this Agreement shall absolutely cease and determine, but without prejudice to any rights or remedies of the Licensor in respect of any breach of any of the covenants by the Licensee contained in this Agreement. The Licensor shall be entitled to exercise its right to re-enter the Licenced Area notwithstanding that the Licensee has (a) exercised its option to renew under

- Clause 5.1 of this Agreement, and/or (b) accepted in writing the Landlord's offer of renewal, and/or (c) executed the Agreement for the new term and in such event(s), the exercise of the option shall be invalid and the option shall lapse, and/or the agreement to grant a licence and/or the licence agreement relating to the new licence period shall become null and void and the Licensor shall have no further obligation to the Licensee to grant a licence of the Licenced Area to the Licensee nor to refund to or compensate the Licensee any stamp duty expended.
- 4.4 Without prejudice to any other rights or remedies of the Licensor, the Licensee shall pay to the Licensor compensation for the loss of Licence Fee and/or Service Charge suffered by the Licensor consequential upon the Licensor exercising its right of re-entry.
- 4.5 In the event the Licensee terminates or attempts to terminate the licence herein at any time after the execution of this Agreement before the expiration of the Licence Period and/or any renewed period, as the case may be whether or not the licence herein shall have commenced, then and in such an event the Licensor shall be entitled to forthwith re-enter upon the Licenced Area or any part thereof in the name of the whole and to forfeit all such Deposits and any other monies as shall have been paid by the Licensee under or pursuant to this Agreement and in addition thereto, the Licensee shall forthwith pay to the Licensor a sum equal to the Licensee Fee for the whole of the Licence Period and/or renewal term, as the case may be, or the unexpired period thereof, as the case may be, but without prejudice to such other rights powers and remedies which the Licensor may have against the Licensee for any loss or damage as may be incurred or suffered by the Licensor for any antecedent breaches by the Licensee.
- 4.6 Notwithstanding the provisions of Clause 4.1, the Licensor shall be entitled to terminate this Agreement without assigning any reason for such termination by giving the Licensee fourteen (14) days prior written notice of such termination, without prejudice to the right of action of the Licensor in respect of any antecedent breach by the Licensee of the terms contained in this Agreement or the stipulations, regulations and/or covenants contained in this Agreement and imposed on the Licensee which include but are not limited to the Licensor's right to charge late payment charges on the Licence Fee and/or any other charges covenanted to be paid by the Licensee that remain unpaid and/or to claim for all damages arising from such antecedent breach.

#### **ARTICLE V** **OPTION TO RENEW**

- 5.1 The Licensor shall on the written request of the Licensee made not less than six (6) months before the expiration of the Licence Period and if there shall not at the time of such request and also at the time of the expiry of the Licence Period be any existing breach or non-observance of any of the covenants and conditions herein contained and in the part of the Licensee to be observed or performed grant to the Licensee at the expense of the Licensee a licence of the Licenced Area for the Renewable Licence Period at the licence fee and upon such revised terms and conditions as decided by the Licensor. If the Licensee shall not have given to the Licensor written notice of its intention to renew prior to six (6) months of the expiration of the Licence Period, the Licensee shall be deemed to be no longer interested in taking a further licence of the Licenced Area and the Licensor will be free to commence negotiations to grant a licence of the Licenced Area with such third parties as the Licensor shall deem fit without further notice to the Licensee.
- 5.2 If the licence fee for the Renewable Licence Period is not the same as the Licence Fee, the Licensor shall notify the Licensee of the revised licence fee within one (1) month from the date of receipt by the Licensor of the request from the Licensee.

#### **ARTICLE VI** **FORCE MAJEURE**

- 6.1 Where the performance or observance by any Party ("**Affected Party**") of any of its obligations in this Agreement has been directly and substantially affected by Force Majeure, the Affected



Party shall as soon as practicable after the occurrence of the Force Majeure, inform the other Party in writing of the Force Majeure and how its obligations have been directly and substantially affected and if the Force Majeure is continuing, a reasonable estimate of the delay. Subject thereto and provided that the other Party does not dispute the occurrence of the Force Majeure and/or its effect on the Affected Party and/or the affected time period, dates or deadlines no later than three (3) Business Days after receiving the notice in writing, the Affected Party shall be relieved of liability for its failure to perform or observe its obligation for the duration of the event or circumstance which causes the failure but shall not be relieved of any liability to perform or observe any other of its obligations which is not affected by such event or circumstance.

- 6.2 In the event Clause 6.1 applies, then any time period, dates or deadlines which are related to any obligations which are affected by Force Majeure shall be correspondingly delayed or suspended for the period of the Force Majeure.
- 6.3 The Licensor may in the case of the occurrence of Force Majeure, prevent access to the Building during the continuance of the same and for so long and in such manner as the Licensor deems necessary including the closure of all doors and entrances of the Building.

#### **ARTICLE VII SUSPENSION OF RETAIL OPERATIONS**

- 7.1 The Licensor shall be entitled at any time, at its sole and absolute discretion, to suspend or postpone the carrying on of the Licensee's business at the Licenced Area by providing the Licensee with not less than thirty (30) days prior written notice of such suspension or postponement. The Licensee shall not be entitled to any compensation from the Licensor or make any claim for damages against the Licensor in the event of such suspension or postponement PROVIDED THAT in the event of such suspension or postponement, at the sole discretion of the Licensor, the Licensor shall be entitled either to:
- (a) pay compensation to the Licensee based on the Licence Fee to be multiplied by the number of months that the Licence Period is suspended or postponed; or
  - (b) extend the Licence Period by the corresponding period of the suspension or postponement.

#### **ARTICLE VIII TAXES**

- 8.1 The Licensee shall be solely liable for and bear all taxes and duties including, without limitations, SST. Such taxes shall be paid by the Licensee in addition to any payments payable by the Licensee under this Agreement.
- 8.2 If required to do so by law, the Licensor shall comply with the requirements of any existing and new laws applicable to this Agreement pertaining to the imposition of such taxes to ensure that the Licensor is duly licenced to collect such taxes and pay the same to the Government of Malaysia.
- 8.3 If the Licensor or the Licensee (or any person on their behalf) is required by law to make any deduction or withholding or to make any payment, on account of such taxes :
- (a) the Licensee shall pay, without requiring any notice from the Licensor all such taxes for its own account (if the liability to pay is imposed on the Licensee), or on behalf of and in the name of the Licensor (if the liability to pay is imposed on the Licensor) on receipt of written notice from the Licensor, and without prejudice to the foregoing, if the law

requires the Licensor to collect and to account for such taxes the Licensee shall pay such taxes to the Licensor (which shall be in addition to the Licensee's liability to pay the Licence Fee, Service Charge, Promotion Charges) on receipt of written notice from the Licensor; and

- (b) the sum payable by the Licensee in respect of which the relevant deduction, withholding or payment is required on account of such taxes, shall be increased to the extent necessary to ensure that after the making of the aforesaid deduction, withholding or payment, the Licensor or any person or persons to whom such sum is to be paid, receives on due date and retains (free from any liability in respect of any such deduction, withholding or Taxes) a net sum equal to what would have been received and retained had no such deduction, withholding or payment been required or made.

- 8.4 The rights of the Licensor under this Clause shall be in addition and without prejudice to any other rights or powers of the Licensor under any applicable order or directive of the Relevant Authority or any relevant law or regulation, to recover from the Licensee the amount of such taxes which may be or is to be paid or borne by the Licensor.

#### **ARTICLE IX RETAILERS HANDBOOK**

- 9.1 The Licensee shall observe and comply and/or cause its agents, servants, employees, invitees, guests and/or licensees to observe and comply strictly with the Retailers Handbook.
- 9.2 The Licensor shall be entitled from time to time to add to, alter or vary the Retailers Handbook and all additions and/or amendments made by the Licensor from time to time to the Handbook and notified to the Licensee shall form part of the Retailers Handbook Provided Always That in the event of any inconsistency between the provisions of the Handbook and the provisions of this Agreement, the provisions of this Agreement shall prevail.
- 9.3 A breach of any one or more of the provisions of the Retailers Handbook shall be a breach of condition of this Agreement.

#### **ARTICLE X MISCELLANEOUS**

##### **10.1 ACCEPTANCE OF LICENCE FEE**

Acceptance of the Licence Fee or any other charges by the Licensor shall not be deemed to operate as waiver by the Licensor of any right of action against the Licensee in respect of any breach of any of its other obligations hereunder.

##### **10.2 CHARGES ON LATE PAYMENT**

If the Licence Fee or any other charges herein covenanted to be paid by the Licensee shall remain unpaid after becoming due whether formally demanded or not the Licensee will pay to the Licensor late payment charges on the amount outstanding at the rate of eight percent (8%) per annum with monthly rests on any arrears of the Licence Fee or any other charges calculated on a day to day basis from the date such Licence Fee and/or any other charges becomes payable until payment thereof PROVIDED that the payment of such late payment charges shall in no way prejudice affect or derogate from the rights of the Licensor in relation to the said non payment (including but without prejudice to the generality of the foregoing) the rights specified in Clause 4.1 hereof.

10.3 **NO FAILURE**

No failure or delay (whether express or implied) on the part of the Licensor in exercising nor any omission to exercise any right power privilege or remedy accruing to the Licensor hereunder upon any default or breach of any covenant condition or duty on the part of the Licensee shall impair any such right power privilege or remedy or be construed as a waiver thereof or any acquiescence in any such default or breach affect or impair any right power privilege or remedy of the Licensor in respect of any other or subsequent default.

10.4 **COSTS**

- (a) The Licensee shall bear and pay its solicitors' fees and costs and the Licensor's and/or Licensor's solicitors' fees and costs arising out of or in connection with the Letter of Offer, this Agreement or such other document or agreement prepared by the Licensor and/or the Licensor's solicitors and shall pay such costs and fees to the Licensor on or before the execution of this Agreement.
- (b) The stamp duty payable for this Agreement and any other document or agreement pertaining to this Agreement shall be borne and paid by the Licensee.
- (c) All costs and expenses incurred by the Licensor and which are payable to third parties (including the Licensor's solicitors' fees and costs) in connection with any approval or waiver requested by the Licensee under this Agreement shall be borne and paid by the Licensee.
- (d) The Licensee shall pay all legal costs (on a solicitor-client basis) incurred by the Licensor against the Licensee in connection with or arising out of the enforcement of this Agreement including notice served on the Licensee to remedy any of the terms and conditions of this Agreement and/or the Letter of Offer, any legal proceedings the Licensor may take in connection with the recovery of any outstanding Licence Fee or service charge as stipulated herein, enforcement of the Licensor's rights under this Agreement and/or recovery of vacant possession of the Advertising Space.

10.5 **NOTICES**

- (a) Any notice, request, demand or legal process required to be served by either Party to the other under this Agreement shall be in writing and shall be deemed to be sufficiently served :-
  - (i) if it is sent by the Party or his solicitors by registered post addressed to the other Party's address as stated in sub-clause (b) below, and in such case, it shall be deemed to have been received by the other Party upon the expiry of five (5) business days from the date of posting of such registered post;
  - (ii) if it is given by the Party or his solicitors by hand to the other Party at the other Party's address as stated in sub-clause (b) below, and in such case, it be deemed to have been received by the other Party at the time of delivery;
  - (iii) if it is given by the Party or his solicitors by facsimile transmission to the other Party at the other Party's facsimile number as stated in sub-clause (b) below, and in such case, it be deemed to have been received by the other Party if sent by facsimile transmission before 5.00 p.m., at the time of transmission evidenced by a transmission report and if the date of transmission is not a business day or if sent by facsimile transmission after 5.00 p.m., then the notice is deemed to be served on the next business day.
- (b) Until otherwise notified in writing by the relevant Party, the address and facsimile transmission number of the respective Parties hereto shall be:-

Licensor

Address: Mass Rapid Transit Corporation Sdn. Bhd.  
Tingkat 5, Menara I & P 1, No. 46, Jalan Dungun,  
Bukit Damansara 50490 Kuala Lumpur  
Fax No.: +603-2095 2121  
Attn: Chief Commercial Officer

Licensee

Address: []  
Fax No.: []  
Attn: []

- (c) Any change of address or facsimile number by either Party shall be communicated to the other Party in writing, failing which the address or facsimile number of the Party as stated in this Agreement shall be deemed to be the proper and agreed address for the service of any notice, request, demand or legal process to that Party.

10.6 **LICENSOR NOT LIABLE**

- (a) The Licensor shall not be liable either to the Licensee or the Licensee's employees, agents, licensees or invitees in the Building or to any other person who may be in the Building expressly or impliedly with the Licensee's authority for accident happening, or injuries sustained, or for loss of or damage howsoever caused to goods or chattels in the Building or any part thereof.
- (b) The Licensor shall not be liable to the Licensee or the Licensee's employees, agents, licensees and invitees in the Building or to any other person who may be in the Building expressly or impliedly with the Licensee's authority nor shall the Licensee or such others aforesaid have any claim against the Licensor in respect of any breakdown non-functioning or non-provision totally or partially of the Signage/Logos or any of them by reason of necessary repair, replacement, maintenance of any installations or apparatus or their damage or destruction or by reason of mechanical or other defect or breakdown or Force Majeure or any other cause beyond the Licensor's control.
- (c) Notwithstanding anything herein contained, the obligation of the Licensee shall in no way be abated, affected, impaired or excused nor shall the Licensor be in any way liable for damages to the Licensee if the Licensor is unable to fulfil any of its obligations under this Agreement or to supply or is delayed in supplying any services covenanted for under this Agreement or is unable to make, or is delayed in making any repair, addition, alteration or decoration which it is required to make under this Agreement where such delay or inability is caused by circumstances beyond the control of the Licensor.
- (d) The Licensee shall occupy use and keep the Licenced Area at the sole risk of the Licensee and hereby releases the Licensor from all claims and demands of every kind in respect of or resulting from any accident damage or injury occurring in and around the Building or the Licenced Area and the Licensee expressly agrees that the Licensor shall bear no responsibility nor liability for any loss damage or injury suffered by the Licensee (whether to or in respect of the Licensee's person or property or business conducted by the Licensee) as a result of any breakage, leakage, accident or event in the Building or the Licenced Area.

10.7 **LICENSEE'S ACKNOWLEDGEMENT**

The Licensee acknowledges that in entering into this Agreement, it has not relied wholly or partly on any statement or representation made by or on behalf of the Licensor except any such statement or representation that is expressly set out in this Agreement.

#### 10.8 **WHOLE AGREEMENT**

Unless otherwise subsequently agreed in writing signed by both Parties, the terms of this Agreement and the Letter of Offer:

- (a) constitute the entire agreement and understanding between the Parties in relation to the rights and obligations of the Parties in relation to the licence of the Licenced Area and all matters stated in this Agreement and the Letter of Offer; and
- (b) supersede all prior communications or representations by the Licensor or any representative of the Licensor, whether oral or in writing, on the same subject matter.

#### 10.9 **CONFIDENTIALITY**

- (a) All information or documents disclosed by the Licensor or its employees, representatives or agent to the Licensee or its employees, representatives or its agent or obtained by the Licensee or its employees, representatives or its agent about the Licensor pursuant to, or in the course of performance of this Agreement shall be deemed as confidential (“**Confidential Information**”).
- (b) The Licensee shall at all times, including after the termination of this Agreement:
  - (i) not use the Confidential Information for any other purpose except for the purpose authorised under this Agreement;
  - (ii) ensure that the Confidential Information is kept confidential and shall not be disclosed to any third party without the prior written consent of the Licensor, unless or except the Confidential Information is already in the public domain through no fault of the Licensee, or if it is necessitated by the regulatory authorities to disclose and announce the same, whereupon to the extent that it is in the public domain or is required to be disclosed by law, obligation not to disclose shall not apply.
- (c) Notwithstanding anything contained above the Licensee may without the prior consent of the Licensor, disclose to any financial institution or bona fide potential investor or any professional advisor, the existence of this Agreement and its contents Provided that such recipients shall agree to and be bound by the provisions of this Clause on Confidentiality.
- (d) Subject to the above, the Licensee may with the prior consent of the Licensor disclose to the public the existence of this Agreement (but not its contents).
- (e) Any information contained in this Agreement and its contents may be disclosed to any government agency, government department or regulatory authorities to the extent that is required by law.
- (f) The termination of this Agreement and/or any limitations of liability or quantum of damage in this Agreement shall not limit the liability of the Licensee in default under this Clause.

#### 10.10 **WAIVER**

The rights of either Party shall not be prejudiced or restricted by any indulgence or forbearance extended to the other Party and no waiver by any Party shall operate as a waiver in respect of any other or subsequent breach.

#### 10.11 **NO PARTNERSHIP**

Nothing contained herein shall be deemed or construed in anyway as creating the relationship of partnership, or principal and agent between the Parties.

10.12 **TIME OF ESSENCE**

All limitations of time set out in this Agreement are material and time is of the essence of this Agreement.

10.13 **SEVERABILITY**

If any of the terms of this Agreement is found by a court or other Relevant Authority to be void or unenforceable, such provision shall be deemed to be ineffective to the extent of the terms which are deemed void or unenforceable, without invalidating or affecting the remaining terms of this Agreement.

10.14 **CHANGES IN REQUIREMENTS OF RELEVANT AUTHORITY, GOVERNMENT POLICIES, RULES, REGULATIONS OR LAW**

- (a) If any status, certification or approval which is required to be obtained or maintained under the terms of this Agreement shall for any reason become materially affected by any change in the requirements of the Relevant Authority, governmental policies, rules, regulations or law, then the relevant provisions in this Agreement relating to such status, certification or approval shall automatically be deemed to be amended to reflect the changes in the requirements of the Relevant Authority, government policies, rules, regulations or law but the remaining provisions of this Agreement shall remain valid and enforceable.
- (b) If any status, certification, or approval which is required to be obtained or maintained under the terms of this Agreement shall for any reason become null and void or it is no longer possible for such status, certification or approval to be obtained by reason of any change in the requirements of the Relevant Authority, governmental policies, rules, regulations or law, then the relevant provisions in this Agreement relating to such status, certification or approval shall automatically be ineffective and no longer binding on the Parties save that the remaining provisions of this Agreement shall remain valid and enforceable.

10.15 **DISPUTE RESOLUTION**

The Parties shall attempt to resolve any dispute or difference between the Parties arising out of or in connection with this Agreement or the implementation of any of the terms of this Agreement in accordance with the following procedure:

- (a) firstly, the Licensee's representative and the Licensor's representative shall attempt to resolve the dispute or difference; and
- (b) if it could not be resolved between the Licensee's representative and the Licensor's representative within two (2) months of the date the dispute or difference first arises, the Parties shall forthwith refer the dispute or difference for resolution in accordance with the terms in Clause 10.17.

10.16 **SUCCESSORS AND ASSIGNS**

This Agreement shall inure for the benefit of, and be binding, on the successors in title and assigns of the Licensor and the permitted assigns of the Licensee.

10.17 **GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and construed in all respects in accordance with the laws of Malaysia and the Parties shall submit to the jurisdiction of the Courts in Kuala Lumpur, Malaysia.

10.18 **LICENSOR COMPANIES / CROSS-DEFAULT**

Without prejudice to Clauses 1.3 and 4.1, in the event that the Licensee commits a breach of any of the provisions in any licence, tenancy and/or lease (“**Other Lease**”) relating to any premises other than the Licenced Area, made between the Licensee and the Licensor and/or between the Licensee and any of the subsidiaries of the Licensor or subsidiaries of the Licensor’s holding company (together with the Licensor, “**Licensor Companies**” and each a “**Licensor Company**”), the Licensor may (a) exercise its right of re-entry under this Agreement, and/or (b) apply the Deposits or part thereof in or towards payment of monies outstanding under the Other Lease or making good such breach, or deduct from the Deposits the loss or expense to the relevant Licensor Company occasioned by such breach but without prejudice to any other remedy to which such Licensor Company may be entitled. If any part of the Deposits shall be applied by the Licensor in accordance herewith, the Licensee shall on demand by the Licensor forthwith deposit with the Licensor the amount so applied by the Licensor from the Deposits.

10.19 **LICENSEE’S OBLIGATIONS TO LICENSOR’S SUCCESSOR-IN-TITLE**

The Licensee acknowledges that in the event the Building is sold, transferred, or assigned to any other party, the Licensee shall be bound by the terms and conditions herein vis-a-vis such other party as though such other party were a party to this Agreement, and the Licensee shall upon request by the Licensor and/or such other party, execute the relevant novation agreement relating to this Agreement.

10.20. **CHANGES IN THE CONSTITUTION OF LICENSEE**

- (a) In the case where the Licensee is a corporation, the Licensee acknowledges that the Licence herein is granted to the Licensee as is presently constituted by its existing shareholders and directors. The Licensee agrees and covenants that any change in the existing shareholders, shareholding structure and/or directors of the Licensee shall require the prior written consent of the Licensor.
- (b) In the case where the Licensee is a sole proprietorship or partnership, the Licensee acknowledges that the Licence herein is granted to the Licensee as is presently constituted by its owners. The Licensee agrees and covenants that any change in the ownership of the Licensee shall require the prior written consent of the Licensor.

10.21 **AMENDMENTS AND ADDITIONAL TERMS**

This Agreement constitute the entire agreement between the Parties in relation to its subject matter and supersedes all prior agreements and understandings whether oral or written, with respect to such subject matter. No amendments and variation of this Agreement shall be effective unless reduce in writing and signed by all Parties.

*THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK*

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals, if any, the day and year first above written.

Signed by  
for and on behalf of  
**MASS RAPID TRANSIT CORPORATION**  
**SDN BHD (Company No. 902884-V)**  
in the presence of:

)  
)  
)  
)  
)  
.....  
Name of Authorised Representative in full:

Designation:  
Passport No./NRIC No :

.....  
Name of Witness:  
Designation:  
Passport No./NRIC No. :

Signed by  
for and on behalf of  
**(Company. No. )**  
in the presence of:

)  
)  
)  
)  
)  
.....  
Name of Authorised Representative in full:

Designation:  
Passport No./NRIC No :

.....  
Name of Witness:  
Designation:  
Passport No./NRIC No. :



**SCHEDULE 1**

[Which is to be taken read and construed as an essential part of this Agreement]

ITEM	DESCRIPTION	PARTICULARS
1.	Date of Agreement	
2.	Name and Description of Licensee	
3.	Description of land and building	
4.	Particulars of the Licenced Area	
5.	Security Deposit	Three (3) months Licence Fee
6.	Service Charges Deposit	Two (2) months Service Charges
7.	Fit Out Deposit	Ringgit Five Thousand (RM 5,000.00)
8.	Reinstatement Deposit	Interchangeable of Fit Out Deposit
9.	Licence Fee	
10.	Service Charges	
11.	Handover Date	The date to be stipulated in the Licensor's written notice to the Licensee
12.	Fit-Out Period	The period to be stipulated in the Licensor's written notice to the Licensee, which period shall not be less than four (4) weeks from the Handover Date.
13.	(a) Commencement Date  (b) Licence Period	(a) Upon the expiry of the Original Agreement which shall be [insert date]  (b) A period of two (2) years commencing on the Commencement Date
14.	Permitted Purpose	
15.	Renewable Licence Period	A further term of three (3) years commencing on the expiring of the Licence Period
16.	Letter of Offer	Letter of Offer dated [ ] from the Licensor to the Licensee
17.	Standard Condition Handover	The Licensor shall provide the Licenced Area in the following condition upon the Handover Date: i. Ceiling-[] ii. Flooring-[] iii. Wall-[] The Licensor shall not be obliged to provide any other items or works.

**ANNEXURE A**

**LOCATION PLAN FOR LICENCED AREA**

SAMPLE

**ANNEXURE B**

**LETTER OF OFFER**

SAMPLE

**ANNEXURE C**

**RETAILERS HANDBOOK**

SAMPLE