GENERAL HOUSE RULES AND REGULATIONS

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A GENERAL HOUSE RULES AND REGULATIONS

1. PREAMBLE

1.1 GENERAL

(a) The purpose of these rules and regulations which constitute the Rules and Regulations of **Spacerubix Sdn Bhd** (Address: **Jalan TPP 1/7, Taman Perindustrian Puchong, 47100 Puchong Selangor**) is to promote the harmonious occupancy of the space/area therein, to protect all Tenant(s) from annoyance and nuisance caused by any improper use of the Demised Premises and to preserve the reputation and prestige of the Complex thereof; thereby providing maximum enjoyment of the Demised Premises and its facilities.

(b) Rules and Regulations are formulated to serve as guidelines which govern the occupation and usage of the Complex. All Tenant(s) and its employees, servants, agents, contractors, customers, invitees, licensees or other lawful occupiers in the Complex shall be bound by these Rules and Regulations. It is the Management's desire to create awareness among all Tenant(s) that to achieve the common goal of vibrant and thriving office, the cooperation of all Tenant(s) in complying with all the Rules and Regulations is required.

(c) The full authority and responsibility for the enforcement of these rules lie with the Management. Rules and Regulations may be amended by the Management from time to time. Suggestions are welcome from all Tenant(s) but must be put in writing to the Management who reserves the right to accept or reject any suggestions.

2. DEFINITIONS

Words and expressions herein shall unless repugnant to the context have the same meaning given or assigned to them in the Agreement as the context may require to which these rules form an integral part.

In these Rules and Regulations, unless the context otherwise requires:-

"Management"	shall refer to the Landlord or Property Management (when formed) or any appointed managing agent authorised by the Landlord or Property Management (when formed) to enforce these rules;
"Tenant"	shall refer to person(s), who is for the time being renting one of the units/spaces in the Complex.

3. OCCUPANCY

3.1 Approved Use of the Demised Premises

The Demised Premises shall be used only for the purpose that has been mutually agreed between the Tenant(s) and the Landlord and shall not be used for any other purpose (illegal or otherwise) which may be detrimental to the reputation of the Complex.

3.2 Tenant's visitors/invitees

(a) All visitors of the Tenant(s) including without limitation its agents, contractors, customers, invitees and licensees will be required to provide their particulars to the security guards before being permitted entry into the Complex and/or the Demised Premises. Entry to the Complex and/or Demised Premises will be denied if the visitor fails to provide the relevant particulars to the security guards.

(b) The Tenant(s) shall be responsible for ensuring that their visitors comply with the Rules and Regulations at all times and that their behavior is not offensive to other Tenant(s) of the Complex. Tenant(s) shall be liable for any damage caused by their visitors.

4. ACTIVITIES INJURIOUS TO THE REPUTATION OF THE COMPLEX AND OTHER COVENANTS

4.1 Negative Covenant

(a) The Tenant hereby acknowledges that the Complex is intended to be vibrant and thriving Complex. Furthermore, the Tenant hereby acknowledges that the general public will hold the Complex in high esteem because of the quality of businesses within the Complex. In line with the reputation of the Complex, the Tenant hereby acknowledges that there are certain activities the nature of which will cause injury to the reputation of the Complex.

In the premises, the Tenant hereby covenants and agrees that it shall not use or cause or permit to be used the Demised Premises or any portions thereof for the carrying on of any of the following activities:

(i) any illegal or unlawful activities;

(ii) any religious or political activities;

(iii) the setting up of places of worship and prayer in respect of any cult, religion or beliefs;

(iv) any activities in connection with or related to the supernatural and/or the occult;

(v) any immoral improper offensive or unlawful activities

(vi) any activities which emit, accumulate or disseminate or may emit, accumulate or disseminate any unpleasant odour or which accumulate dirt or cause nuisances to the general public and the neighbouring occupiers;

(vii) any activities, businesses or trades for public entertainment and or amusement; and

(viii) any other activities, businesses or trades which in the opinion of the Management are injurious to the reputation of the Complex.

(b) The Tenant hereby covenants with the Management and jointly and severally with all the Tenants, that it shall not allow any nuisances in the Demised Premises or commit any nuisance in the Common Area nor shall it engage in anything which is a source of annoyance to other Tenants or which interferes with the peaceful enjoyment of the other premises and the Common Area by the other Tenants.

(c) Without prejudice to the generality of the foregoing provisions, the Tenant **SHALL NOT**, and shall ensure **NONE** of its employees, servants, agents, contractors, customers, invitees, licensees or other lawful occupiers of the Demised Premises shall:

(i) do or allow anything to be done which might result in clogging or damage of the sewerage and drainage pipes supplying the Complex;

(ii) place any obstructing objects or other objects whatsoever on any part of the Common Area;

(iii) allow, do or keep in the Demised Premises or Common Area any article or thing which may overload or impair the floors, walls or roofs thereof;

(iv) use the Demised Premises other than what has been mutually agreed between the Tenant(s) and Landlord;

(v) damage or deface or cause or permit any employees, agents, contractors and visitors of the Demised Premises to damage or deface any part of the Common Area;

(vi) do or omit or permit to be done or omitted any act or thing which may render void or voidable the insurance on the Complex and the Demised Premises or whereby the premium of any such insurance may be liable to be increased and shall make good all damage suffered by the Management and shall on demand pay to the Management all expenses incurred by the Management in or about the renewal of such policy or policies rendered necessary by a breach or non-observance of this covenant without prejudice to the other rights of the Management;

(vii) use the Demised Premises or any part thereof for any reason whatsoever calculated to affect adversely the interest of the Demised Premises and to observe such restrictions of use of the Demised Premises which the Management may deem fit to impose;

(viii) make or cause or permit to be made any alterations, additions or any improvements or otherwise or carry out or cause or permit to be carried out any structural works or works affecting the fixtures and structures of and to the Demised Premises without the prior written consent of the Management;

(ix) throw rubbish refuse or any article of any kind whatsoever out of the windows or on any part of the Common Area or allow any rubbish or anything else to accumulate in the Demised Premises causing the release of an unpleasant odour;

(x) install any floor tiles in the Demised Premises except with the prior written consent of the Management;

(xi) use the Demised Premises for any illegal or unlawful or immoral purposes to bring thereon nuisance of whatever nature or give reasonable cause for complaint to the other Tenants;

(xii) do or permit or suffer to remain upon the Demised Premises anything which may be or become or cause a nuisance, annoyance, disturbance, inconvenience, injury or

damage to or give cause for reasonable complaint from the Landlord or the other Tenants or the occupiers of adjacent or neighbouring premises;

(xiii) affix any grills or place any form of obstruction on the stairways lift and Common Area of the Complex or on the exterior of the Demised Premises or the exterior of the Complex and the Management shall be entitled to remove at the cost of the Tenant any such obstructions made by the Tenant;

(xiv) save and except in areas designated as pantry, wash cutleries and other food containers etc on any part of the Demised Premises (unless the Demised Premises has a pantry of its own) or the exterior and interior part of the Complex;

(xv) use the Demised Premises for a sale by auction or for any dangerous, noxious, noisy or offensive trade or business, nor for any illegal or immoral act or for any business or trades which emit, accumulate and disseminate any unpleasant odour or which accumulate dirt or cause nuisance to the general public and/or Complex occupants;

(xvi) install any electrical sockets or electrical power points without the prior written consent of the Management;

(xvii) throw rubbish, dirt or other refuse or permit the same to be thrown into the sinks, lavatories, cistern or soil pipes in the Demised Premises or elsewhere on the Common Area except in the proper bin or other container provided or in any area or location designated by the Management;

(xviii) do anything to harm or adversely affect the uniformity and aesthetic integrity of the Demised Premises and the Complex or any part thereof;

(xix) keep livestock or other animals whatsoever in any part of the Demised Premises. The Management reserves the right to remove any pets found within the Complex at the Tenant's expenses;

(xx) keep or bring upon any part of the Demised Premises or the Complex arms, ammunition or unlawful goods, gunpowder, saltpeter, kerosene, chemicals, gases or any explosive, combustible or hazardous substance or material;

(xxi) use or permit or suffer the use of the Demised Premises for the sole purpose of storing of any goods or merchandise only or as a laboratory or workshop. The Tenant shall not use any part of the ceiling space of the Demised Premises for storage purposes;

(xxii) allow any person to sleep or smoke on the Demised Premises and not to use the Demised Premises for residential purposes;

(xxiii) tout or solicit or permit its employees, servants, agents, invitees, licensees or other lawful occupiers of the Demised Premises to tout or solicit or to use freelance touts in the public areas of the Complex. Without limiting the generality of the foregoing, the Tenant shall NOT under any guise or pretext whatsoever to conduct, tout, or solicit for or permit any person to conduct or solicit for its business or distribute or display or cause to be distributed or displayed any pamphlets or other advertising materials whatsoever either manually or otherwise display advertising material

generally on any part of the Common Area or Car Park without the prior written consent of the Management;

(xxiv) save where the permitted use of the Demised Premises is that of a bank or money lender, use or cause or permit to be used the Demised Premises or any portion thereof for the carrying on the business of a bank or any business in relation to the operation of money lending;

(xxv) erect or cause to be erected any nightclubs, bars, coffee houses and pubs in the Demised Premises except in permitted areas allocated by the Landlord and approved by the relevant authorities; and

(xxvi) utilize any unethical business practice or conduct the business of the Tenant in such a manner as to prejudice the goodwill and reputation of the Complex as an office.

4.2 Positive Covenant

(a) The Tenant hereby covenants with the Management and jointly and severally with the other Tenants that it shall comply with all Rules and Regulations as may from time to time be laid down by the Management or the Appropriate Authorities in relation to the parking of vehicles.

(b) The Tenant shall at all times keep the Demised Premises including all fixtures and additions thereto in good and substantial repair and condition to the satisfaction of the Management and shall permit the Management or their respective agents with or without workmen or others at any time at convenient hours during the day to enter into the Demised Premises and examine the state and condition thereof and shall forthwith repair and make good all defects of which notice in writing shall be given to the Tenant by the Management.

(c) The Tenant shall observe and comply with all condition and covenants binding upon the Complex or upon the Management or otherwise howsoever in respect of the Complex and shall not do or omit or suffer to be done or omitted any act matter or thing in on or respecting the Demised Premises which contravene any provision of any Act Ordinance Enactment Order Rule Regulation or By-Law now or hereafter affecting the same and shall at all times hereafter indemnify and keep indemnified the Management against all actions proceedings costs expenses claims and demands whatsoever in respect of any such act matter or thing done or omitted or suffered to be done or omitted in contravention of any of the said provisions.

(d) The Tenant shall at all times indemnify and keep indemnified the Management against all actions proceedings claims costs charges expenses and demands in respect of any death or injury to the person or damage to the property of the Tenant or its employees, servants, agents, contractors, customers, invitees, licensees or other lawful occupiers of the Demised Premises while in or upon the Demised Premises.

(e) The Tenant shall use the Demised Premises for the purpose of the Business of the Tenant only and shall not permit or suffer anyone to conduct any other form of trade or business therein without the prior written approval of the Management.

(f) The Tenant shall at all times maintain or cause to be maintained the facade or the front and entrance of the Demised Premises up to a standard comparable to the standard as

is being maintained by the Management or as may be directed by the Management in its sole and absolute discretion from time to time.

(g) The Tenant shall bear, pay and discharge all charges payable for the supply of water and electricity to the Demised Premises and charges for the installation of telephone and for all other charges which are properly chargeable upon him.

(h) The Tenant shall keep the Demised Premises securely fastened and locked at all times when they remain unattended.

4.3 Permitted Use

(a) Subject to the Tenant obtaining, at its own expense, all necessary licenses, permits and Approvals from all Appropriate Authorities for the Tenant's business, to use the Demised Premises only for the Business of the Tenant.

(b) The Landlord does not warrant or undertake to the Tenant that the Tenant shall be able to use the Demised Premises for the purpose intended or contemplated by the Tenant and the failure of the Tenant to obtain permission from the Appropriate Authority, if required, for such use of the Demised Premises as is intended or contemplated by the Tenant shall not be a ground to vitiate impair or frustrate the Tenancy herein or the obligations on part of the Tenant herein.

(c) The Tenant shall NOT carry on or permit or suffer to be carried on upon any part of the Demised Premises any businesses other than the business in relation to the Business of the Tenant.

(d) The Tenant shall NOT change its business name without the prior written consent of the Landlord.

(e) The Tenant acknowledges and declares that no promise, representation, warranty or undertaking has been given by or on behalf of the Landlord in respect of the suitability of the Demised Premises or the Complex for any purpose or business to be carried on therein or to the fittings, finishes, facilities and amenities of the Demised Premises or the Complex and all warranties (if any) as to the suitability or adequacy of the Demised Premises implied by law are hereby expressly negative.

(f) The Tenant warrants that the Tenant has the right to use the trade or business name for the Business of the Tenant or any other trade or business name used by the Tenant and the Tenant shall indemnify the Landlord against any infringement of trade name, copyright, patent or any other intellectual property rights which may occur during the conduct of the Tenant's business.

4.4 Grease Traps/Oil Interceptor Etc (APPLICABLE WHERE THE PERMITTED USE IS AS A FOOD AND/OR BEVERAGE OUTLET ONLY)

The Tenant shall: -

(a) at the Tenant's expense, keep the grease trap/oil interceptor and floor trap(s) in or serving the Demised Premises in good order and repair and regularly serviced and maintained by competent contractors at least once every thirty (30) days;

(b) unless the same have been provided by the Landlord, at the Tenant's own expense, construct, lay, install and connect all sewerage and other pipes, exhaust ducts and air-conditioning ducts, culverts and cables for the purpose of the sewerage, exhaust and air-conditioning systems of the Demised Premises or for supplying water, gas or electricity to the Demised Premises, and shall be responsible at the Tenant's own expense for the repair, maintenance, upkeep and cleanliness of all such pipes, ducts, culverts, cables and sewerage exhaust and air-conditioning systems;

(c) if applicable, enter into and maintain throughout the Term contract(s) ("the Service Contract") with such kitchen exhaust system servicing company as the Landlord may approve on terms and conditions acceptable to the Landlord including, but not limited to, the following terms: -

(i) that the kitchen hood(s) be serviced at least two (2) times each week;

(ii) that the duct(s) and exhaust fan(s) be serviced at least once every six (6) months; and

(iii) that the entire kitchen exhaust system in the Demised Premises be serviced in such manner and, if the frequency set out in sub-paragraphs (i) and/or (ii) above is insufficient to maintain the designed extraction capacity of the kitchen exhaust system, with such greater frequency as necessary to maintain the designed extraction capacity of the kitchen exhaust system as verified by air flow meters.

(d) at the Tenant's expense and the Tenant shall within seven (7) days of entering into each Service Contract or renewal thereof provide the Landlord with a certified true copy of the same;

(e) in cases of emergency whereby the area of the Kitchen or part of it is caught on fire or needs repair out of the act of accident, the Tenant shall IMMEDIATELY repair and cause to be repaired all the damage(s) occurred and the cost of repair and restoration shall be borne solely by the Tenant.

4.5 Liquefied Petroleum Gas (APPLICABLE WHERE THE PERMITTED USE IS AS A FOOD AND/OR BEVERAGE OUTLET ONLY)

No liquefied petroleum gas shall be permitted to be brought to the Demised Premises or any part thereof if power gas is available for supply to the Demised Premises.

4.6 Use of Complex Name

The Tenant shall NOT without the prior written consent of the Landlord use the name of the Complex, including without limiting to “Rubix, Volunteer Malaysia, Rakita” or any other words similar thereto in any form or any picture or likeness of the Complex or the Demised Premises in its registered or trading name or for any advertising or purpose other than as the address and place of business of the Tenant in relation to the Business of the Tenant. For the purpose of seeking the Landlord’s consent, the Tenant shall, where applicable, submit to the Landlord all dockets vouchers catalogues advertisements or sales promotion materials incorporating references to and illustrations or sketches of the Complex.

4.7 Fire Safety Requirements

The Tenant shall install adequate fire extinguishers or fire fighting or protection system and/or equipment in the Demised Premises and be responsible for checking and servicing them and the Tenant shall strictly adhere to and promptly comply with any security or fire safety regulations which may be prescribed from time to time by the competent authority.

4.8 Security

(a) The Tenant shall be solely responsible for the security of the Demised Premises and for the proper locking and securing of the doors and windows (if any) of the Demised Premises at all times and shall be similarly responsible if the same is unattended and for the security and well being of the Tenant's clients, customers, invitees, guests, agents, employees or servants and their belongings and effects.

(b) The Tenant shall be solely responsible for the safe keeping of all goods, items chattels, fixtures and fittings therein at all times. The Tenant shall be liable for any loss or damage to the Demised Premises and any property contained therein in the event of a theft or burglary or accident.

(c) The Tenant shall NOT at any time during the Term of this Tenancy employ any security guard to guard the Demised Premises or any part of the Complex.

(d) In the event of any accident, casualty, damage, theft or burglary which may have occurred on the Demised Premises, the Tenant shall give the Landlord notice in writing within twenty-four (24) hours of the happening of the same. Further, the Tenant shall lodge a police report immediately and furnish a copy of such report to the Landlord.

4.9 Disconnecting Supply

In the event the Tenant shall fail, refuse and/or neglect to pay the Rent or any other payment hereby reserved for any month upon the same becoming due and payable, the Landlord shall forthwith be entitled and have the right to disconnect or cause to be disconnected or cease or cause the cessation or availability of the supply of air-conditioning and water and any other utilities, amenities or facilities.

5. TENANCY - INCORPORATION OF THE RULES AND REGULATIONS

The Tenant hereby undertakes and covenants that it will ensure and guarantee that the provisions of this Rules and Regulations will be complied with by the Tenant or its employees, servants, agents, contractors, customers, invitees, licensees or other lawful occupiers of the Demised Premises. The Tenant hereby agrees that it will be primarily liable for any act or omission in breach of the provisions of this Rules and Regulations and shall indemnify or keep indemnified the Landlord and/or the Management for any loss, costs and expenses incurred as a result of the said breach including without limitation the costs of taking action in the courts of law to restrain the said breach or to enforce the provisions of this Rules and Regulations.

6. COMMON AREA

6.1 Common Area

The Tenant(s) and all persons expressly or by implication authorized by the Tenant (in common with the Management and all other persons having a like right) have the right to use the Common Area for all proper purposes in connection with the use and enjoyment of the Demised Premises PROVIDED ALWAYS that the Management may from time to time at its sole and absolute discretion grant to any person(s) the exclusive use or possession of the Common Area or any part thereof on terms and conditions as the Management may deem fit.

6.2 No Obstruction at Common Area

The sidewalks, passages, lobbies, stairways, escalators, lift, elevators and common corridors must not be obstructed at any time or used for any purpose other than their designated use only.

6.3 Liabilities for Damages to Common Area

Any damage caused to Common Area shall be assessed by the Management and the cost of repair and/or replacement will be charged to the Tenant(s) responsible.

6.4 Furniture and Equipment In Common Area

All furniture and equipment placed and/or installed in the Common Area have been provided for the safety, comfort and convenience of all Tenant(s) and therefore shall not be damaged or removed or altered without the permission of the Management.

6.5 Elevators

(a) Smoking in the elevators is strictly prohibited.

(b) No person shall tamper with any of the lift controls in a manner so as to prevent the proper functioning of the elevators.

(c) In the event of power failure or fire or other emergencies, Tenant(s) must not use the elevators but should use the stairways to vacate.

(d) Tenant(s) must inform the Management of any shifting of heavy or bulky items using the elevators at least twenty-four (24) hours in advance so that proper arrangement can be made to avoid any inconvenience to other Tenant(s). If the ordinary elevators may not be used for the shifting or delivery of any heavy or bulky goods, then the designated goods elevator should be used.

7. CAR PARK

7.1 Car Park

(a) Car Park bays will be available for the Tenant(s)' use. On no occasion are Tenant(s) permitted to park the car at the areas designated by the Management as non-parking zones.

(b) The car shall at all times be properly parked in the car park bays and within the designated area. Any vehicle parked in the areas other than the designated car park lots may be towed away or dealt with at the sole discretion of the Management at the vehicle owner's expense without prior warning.

7.2 Tenant's Risk

The Management will not be responsible for any theft, loss or damage or other misdemeanour to the vehicles and/or their contents howsoever arising.

7.3 Management's Right to Reallocate Car Park

The Management reserves the right to redesign, revise and reallocate the layout of the car park and to stipulate from time to time any other terms and conditions relating to the use of the car park or such other terms and conditions that may be imposed by the Appropriate Authorities.

7.4 Motorcycles, Bicycles, etc.

Motorcycles, bicycles and other similar forms of transport shall be parked at the designated parking bays and on no occasion should these vehicles be left or parked in any other car park bays or areas.

8. REFUSE DISPOSAL

8.1 General

No rubbish, rags, or any other refuse shall be thrown through the doors or windows of the Demised Premises except into the refuse bins provided in or outside the Complex or in any areas designated by the Management.

8.2 Refuse in Plastic Bag

Tenant(s) shall ensure that all refuse be sealed in non-porous plastic bags and placed properly in the refuse bins or at the areas designated by the Management. All wet refuse should be thoroughly drained of any liquid and care should be taken to prevent dripping on the floor.

8.3 Heavy or Bulky Objects

Heavy or bulky objects must be placed in the refuse bins located in the main refuse store designated by the Management.

8.4 During Fit-Out/ Renovation Period

(a) The Tenant or their contractor(s) are responsible for the removal of all renovation debris. No materials, fittings or fixtures are to be left at the lift lobbies, Common Area or the staircases during or after the renovation works. Kindly take note that during the renovation period if the cleanliness of the Complex is not satisfactorily maintained, the Landlord will proceed to clean/clear up and all costs incurred plus administrative fee of Ringgit Malaysia Two Hundred (RM200.00) only will be charged to the Tenant for every cleaning/clearing up

required and these payments shall become deductible from the renovation deposit in whole or in part thereof.

(b) All renovation debris must be removed from the Complex daily in a proper manner in accordance with the timing and guidelines stipulated by the Landlord.

(c) The Tenant and/or their contractors are to ensure that the workers do not throw any cement in any of the Complex's drainage system (e.g. basins, floor outlets, w.c. etc.). Any clearing of such blockages in the Complex drainage or soil waste discharge system resulting from the disposal of cement or such unsolicited equivalent material shall be borne by the Tenant and/or their contractors and these payments shall become deductible from the renovation deposit in whole or in part thereof.

9. <u>FITTING OUT, RENOVATION, DELIVERY AND REMOVAL</u>

(a) No fitting out, renovation, alterations, modifications and other works shall be carried out in the Demised Premises without the prior written approval of the Management.

(b) Tenant(s) must inform the Management and obtain written permission prior to the commencement of any delivery or removal works and such works shall only be carried out during such hours as may be determined by the Management in its sole absolute discretion.

(c) The Tenant hereby covenants with the Management and jointly and severally with all the other Tenants that it and/or its employees, servants, agents, contractors, customers, invitees, licensees or other lawful occupiers of the Demised Premises will fully observe, comply and perform all the rules, where applicable, contained in the Fitting Out Rules or the Renovation Rules.

(d) The Tenant further agrees that the Management may from time to time at its sole and absolute discretion vary, amend, modify and supplement the Fitting Out Rules and the Renovation Rules without prior notice (whether written or otherwise) to the Tenant. The Fitting Out Rules and the Renovation Rules as varied, amended or modifies shall be construed as an integral part of this Rules and Regulations and binding on the Tenant to the same extent as if the same have been set forth verbatim herein.

(e) In the event of any inconsistency between the Fitting Out Rules and the Renovation Rules and this Rules and Regulations, the terms of this Rules and Regulations shall prevail.

(f) All delivery and removal works must be reported at the security checkpoint prior to the work being carried out. Otherwise, the Management reserves the right to refuse entry to any unknown personnel that cannot be verified there and then.

(g) All deliveries, removals and workmen must use only designated lifts and staircases so as not to cause any inconvenience to other Tenant(s).

(h) All Tenant(s) and their contractors are NOT allowed to utilize tap water/electricity supply from the Common Area unless agreed upon by the Management.

(i) Packing and crating material must be removed by the Tenant(s) and their contractors to the dumping ground approved by the Appropriate Authorities outside the Complex compound.

(j) The Tenant(s) shall be responsible for the conduct and behavior of their appointed contractors. Any damage to the Complex and equipment caused by the moving of furniture or other personal effects shall be replaced or repaired at the expense of the Tenant(s) concerned.

10. DEFAULT & WAIVER

(a) In the event that the Tenant fails to comply, observe or perform any of the covenants, terms and conditions contained in this Rules and Regulations or the annexures hereto adopted pursuant to these provisions (as the same may be amended from time to time), the Management shall have the right to proceed in a court of law to seek compliance, or the Management shall have the right to access to the Demised Premises to do whatsoever works as are necessary and required to place the Tenant in compliance herewith and to collect all costs incurred by the Management in carrying out such work together with interest thereon (before as well as after judgment). In addition, the Management shall have the right, for itself and its employees, agents and contractors to enter the Demised Premises and perform the necessary work to enforce compliance with the above provisions.

(b) In any proceedings arising because of the Tenant's or the Management's alleged failure to comply with the requirements of this Rules and Regulations or the annexures hereto adopted pursuant to these provisions, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceedings and such reasonable solicitor's fees as may be awarded by the Court from the other party.

(c) In the event that the Tenant fails to comply, observe or perform any of the covenants, terms and conditions contained in this Rules and Regulations or the annexures hereto adopted pursuant to these provisions, as the same may be amended from time to time and without prejudice to the rights of the Management under this Rules and Regulations and to any other remedies as may be available to the Management, the Management may, within three (3) months from the date of a written notice from the Management that the Tenant is in breach or default of the provisions of this Rules and Regulations or the annexures hereto, elect but be under no obligation to exercise its rights under this sub clause and pursuant thereto it shall be lawful for the Management at any time to terminate the tenancy and in such event occurring, the Tenant shall hereby irrevocably agree to the Management’s right to terminate the tenancy.

(d) The failure of the Management to enforce any covenant, restriction or other provisions of laws, this Rules and Regulations or the annexures hereto adopted pursuant to these provisions as the same may be amended from time to time, shall not constitute a waiver of its rights to do so thereafter.

11. COVENANTS & MANAGEMENT'S RIGHT TO USE

(a) All provisions of this Rules and Regulations and by-laws of the Management shall, to the extent applicable and unless otherwise expressly or therein provided to the contrary, be perpetual and be construed to be covenants running with the Complex and with every part thereof and interest therein and all of the provisions thereof shall be binding upon and inure to the benefit of the Tenant of all or any part thereof, or interest therein, and its successors and permitted assigns but the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public. All present and future tenants

and occupants of the offices shall be subject to and shall comply with the provisions of this Rules and Regulations and by-laws, as they may be amended from time to time.

(b) Notwithstanding any provisions of this Rules and Regulations to the contrary, the Management shall have the right to use and occupy any vacant offices that are not rented out, the Common Area, the exclusive use (free of any charge) of which have not been assigned, for the purpose of maintaining a management office or for any other purpose as the Management may in its sole and absolute discretion decide (free of any charge).

12. <u>INDEMNITY</u>

(a) The Tenant(s) hereby covenants jointly and severally with all the Tenants of the office units comprised in the Complex, to indemnify and keep indemnified each and every one of them against all actions demands claims proceedings damages costs charges and expenses arising out of or made in consequence of any injury or death sustained by it or its employees, servants, agents, contractors, customers, invitees, licensees or other lawful occupiers while in or upon the Demised Premises or the Complex **PROVIDED ALWAYS** that such indemnity shall not apply where such injury or death caused by or arose out of any act of negligence or failure on the part of any of the other Tenants.

(b) The Tenant hereby covenants jointly and severally with all the other Tenants of the office units comprised in the Complex to comply with the provisions of any Enactment, Act or Ordinance and to any regulations or by laws for the time being in force affecting the Demised Premises or the Complex and shall not do or omit or suffer to be done or omitted any act matter or thing in contravention of the said provisions and shall at all times hereafter indemnify and keep indemnified all the other Tenants of the office units comprised in the Complex against all actions, proceedings, costs, expenses, claims and demands made in respect of any such act matter or thing done or omitted to be done in contravention of any of the said provisions.

(c) The Tenant hereby covenants with the Management and jointly and severally with all the other Tenants, to keep the Management and/or other Tenants indemnified against all actions, claims, proceedings and losses, damages, costs, charges and expenses arising out of any breach by it of the term and conditions of this Rules and Regulations or the annexures hereto adopted pursuant to these provisions, as the same may be amended from time to time and shall pay to the Management and/or the other Tenants the legal costs as between solicitor and client incurred in defending any claim, action, proceedings arising out of such breach and it shall be liable to the Management and/or to the other Tenants in damages.

(d) The Tenant agrees jointly and severally with all the other Tenants to indemnify and keep the Management, and/or its officers indemnified against all losses and damages incurred by the Management and/or its officers as a result of undertaking the duties and responsibilities contained herein save where such losses or damages were caused solely by the default of the Management and/or its officers.

13. <u>EXCLUSION OF THE MANAGEMENT'S LIABILITY</u>

(a) While the Management will endeavour to provide, supply and maintain the Common Area, the Tenant hereby agrees that the Management and its employees, servants, agents and contractors shall not be liable for any injury, death, loss or damage suffered by the Tenant or

its employees, servants, agents, contractors, customers, invitees, licensees or other lawful occupiers arising out of or in connection with the willful act failure neglect negligence or omission on the part of the Management and its employees, servants, agents and contractors in the upkeep and maintenance of the Common Area and in the discharge of its duties and obligations contained in this Rules and Regulations.

(b) Without prejudice to Clause 13(a) above, the Management shall not be liable in any manner if any failure by the Management to fulfil any of its obligations hereunder is due to or caused by Acts of God, force majeure, strike, lockout, riot, civil commotion, acts of war, enemy action, loss or damage by fire flood, tempest or the Management's inability for reasons beyond its control to obtain any necessary sanction or approval of any Appropriate Authorities or any other reason beyond the Management's reasonable control.

14. MISCELLANEOUS

14.1 Terms and Conditions in the Tenancy Agreement

The Rules and Regulations and the annexures set out herein shall be in addition to but not in diminution of the terms and condition, stipulations or restrictions set out in the Tenancy Agreement.

14.2 Amendments and Alterations

The Management reserves the right to amend, alter, vary or change any or all the Rules and Regulations from time to time as it deems necessary without prior notice to the Tenant.

14.3 Waiver

No failure or delay on the part of the Management in exercising nor any omission to exercise any right power privilege or remedy accruing to the Management under the Rules and Regulations shall impair in any manner any such right power privilege or remedy or be construed as a waiver thereof or an acquiescence in respect to any default by the Tenant. Such failure or delay shall not impair prejudice or adversely affect any other or further exercise of any of the Management's rights powers privileges or remedies under the Rules and Regulations.

B FITTING OUT RULES

1. INTRODUCTION

The Tenants' Fit-Out Guidelines have been specially prepared by the Management to ensure that Tenants and Tenant's contractor(s) are well informed on the procedures involving the fit-out of their premises. Management's fit-out co-ordination team will be more than glad to assist you in any queries that you may have pertaining to these guidelines. It is hoped that this manual would ease the moving in process by avoiding unnecessary problems faced during the fit-out works.

2. GENERAL

The Tenant shall comply with all requirements of the Appropriate Authorities and the Landlord.

2.1 Responsibilities of the Tenant

The Tenant shall be fully responsible for: -

(i) compliance with the requirements of the Landlord and/or its appointed agents; and
(ii) compliance with all statutory regulations and requirements and proper supervision of the Fit-out works.

The Tenant shall: -

(i) prepare and submit the fitting out plans to the Landlord and/or its appointed agents for review, comments and consent.

(ii) prepare plans for submission and approval of the relevant Appropriate Authorities and to ensure that such plans are prepared to the satisfaction of the Landlord and/or its appointed agents.

2.2 Contractor

(a) All renovations, alterations and additions which has an impact on the Complex structural or main M& E system/works must be done by a specialist contractor; and

(b) All other renovations, alterations and additions must be done by a contractor nominated and appointed by the Tenant and approved by the Landlord for all other works.

3. GUIDELINES FOR DESIGN OF FIT-OUT WORKS

3.1 Structural

The Landlord will not permit any major structural alterations. Application for minor alterations may, if warranted by special circumstances and approved by the Landlord and/or its appointed agents in writing, be considered. Each case will be evaluated according to its circumstances and decided at the discretion of the Landlord, and where and when necessary, approval must be sought and obtained from the relevant Appropriate Authorities for the alteration(s) before commencement of renovation works.

It will be the Tenant's sole responsibility to ensure that no area is overloaded in any way. The Tenant shall inform the Landlord and/or its appointed agents the areas where heavy loading may occur as a result of fit-out works or use of any particular piece of equipment before the commencement or use, as the case may be, of the same, and provide full information of such fit-out works or equipment in order for the structural implications to be properly assessed.

Any hacking works or alterations to the structure or structural elements or party walls and partitions must have prior written consent of the Landlord and/or its appointed agent. Tenant must submit drawings indicating the location for hacking or alteration to the Landlord for approval, and the drawings must be endorsed by Tenant's appointed C&S Consultant and all fees and costs for such appointment shall be borne by the Tenant.

3.2 Architectural

3.2.1 General

The Tenant's design and construction shall comply with the Malaysian Complex By-Laws and be subject to the Landlord's prior consent. The Tenant's contractor shall carry out any related work that requires fire-stop and/or equivalent and approved by "Jabatan Bomba dan Penyelamat Malaysia" at his cost.

3.2.2 Curtain Wall

(a) The external wall consists of a unitised curtain wall or external panel or cladding system. The Tenant is required to take special care to avoid damaging the curtain wall or panel trims or claddings. Making holes into mullions or transoms can cause scratches to the glass coating resulting in damage, which is costly to repair. No drilling into or attachment to the curtain wall head, panels, sill, glass, transoms or mullions will be permitted.

(b) No direct attachment or abutting to the exterior glass of any construction is allowed.

(c) No stickers, signage, papers, etc. on the curtain wall glass are permitted.

3.2.3 Ceilings

The Landlord provides a suspended/false ceiling in the entire Demised Premise Area and any installation of partitions by Tenant shall follow the ceiling guidelines. The Tenant is encouraged not to change the ceiling design and materials. Should the Tenant require further changes, a written consent from the Landlord is required. Innovative light fixtures may be used with the Landlord's approval. No suspended ceiling and lighting fixtures are to be attached to the underside of the ceiling or structure without the Landlord's written consent.

3.2.4 Floor Finishes

The finished floor level of the demised premise areas is cement sand rendered and/or tiled.

3.2.5 Partitions & Doors

(a) Demountable partitions are highly recommended. Dry wall/gypsum is acceptable. NYLON screws must be used for the fixing of partitions to the underside of the ceiling to avoid damage to ceiling frame.

(b) Slab to slab walls is generally not allowed. Under special circumstances, walls from the finished floor-to-floor slab above may be considered. However, the Tenant's consultant shall submit the drawings including the M&E drawing for the Landlord and/or its appointed agents to review and approve. Please note that the air-return is via above ceiling or equivalent or as approved by the Landlord and/or its appointed agents.

(c) Glass partitions may extend down from the ceiling to the floor. Tempered glass is to be used where required.

3.2.6 Company Logo & Signage

(a) The design of proposed signage shall be submitted to the Landlord for approval before installation.

(b) All signs shall be designed, fabricated, installed and maintained at the Tenant's expense including any Authority permit if applicable.

(c) All signage shall be installed within the Demised Premises only.

(d) The Landlord shall have the overall signage rights to the Complex but if approved by the Landlord, may permit the Tenant to put up or affix such signage on the exterior and interior of the Complex as the Tenant shall require, provided that such signage are not in contravention of any rules or guidelines by the Appropriate Authority and subject to payment of an annual fee to be determined by the Landlord.

4. FIT-OUT DESIGN & SUBMISSION PROCEDURE

4.1 Design Submission

The Tenant shall submit two (2) sets of the following:

(a) Floor plans showing all partitions with legend and dimension, floor finishes and room names at 1:100, 1:150 and also include schematic diagrams of electrical, air-con, plumbing at pantry (if any) - not to scale.

(b) Sectional elevations showing the cross-sections (2 nos.) of the floor plan at 1:100 and 1:150 at critical areas.

(c) Mechanical and Electrical drawings showing the structural, mechanical, plumbing and electrical requirements including connected electrical load, total cooling and air-conditioning load requirements, performance characteristics of all fixtures, equipment and connections to the base Complex services and Control Room where applicable or required.

(d) A reflected ceiling plan at 1:100 and 1:50 if major changes are involved indicating ceiling materials, various heights, location of light fixtures, including manufacturer's name catalogue number, catalogue cut out, lamp type, mounting type.

(e) An elevation and section views, letter type and size, colors, materials, method of installation of the company logo and signage.

(f) Samples of interior materials and color.

Note: All drawings and information shall be submitted to the Landlord for approval at least **two (2) weeks** prior to the scheduled date of commencement of the fit-out works.

4.2 Completion of Work

Upon completion of the works, the Tenant shall provide the Landlord **ALL As-Built Drawings** in soft copy (Auto CAD format/PDF Format).

4.3 Standard of Work

All construction work must be completed in accordance with the approved design. Should the Landlord and/or its appointed agents find work carried out to be unsatisfactory or not in accordance with the approved design, the Tenant's contractor will have to rectify or complete this work at the Tenant's cost.

5. FIT-OUT GUIDELINES

5.1 Pre-renovation Documentation

The Tenant and or Main Contractor must submit to the Management the following before commencement of any renovation works.

(a) Name of the contractors, sub-contractors or agents and their addresses.
(b) Names of project manager and telephone contact no.
(c) Copy of contractors' business registration.
(d) Copy of all valid renovation insurance policies.
(e) Copy of registration (Borang Q) with ST (for electrical contractor).
(f) A renovation deposit in accordance with the sum specified at Clause 5.2 below.

5.2 Renovation Deposit

The Tenant shall place with the Landlord a Renovation Deposit payable to the Landlord's Name as applicable or as per the Terms and Conditions of the Tenancy Agreement. The amount shall be as per the tenancy agreement.

The Renovation Deposit will be refunded as per the Terms and Conditions of the Tenancy Agreement upon final joint inspection and that no damage to the Landlord's Premises is confirmed. If any damage has occurred, it shall be repaired to the satisfaction of the Landlord and/or its appointed agents, otherwise the Landlord and/or its appointed agents will carry out such repairs and the amount expended shall become deductible from the Renovation Deposit and/or the Security Deposits.

5.3 Insurance Requirements

(a) The Tenant hereby promises to indemnify and keep fully indemnified the Landlord against any cost, expenses, loss damage, demands, claims, proceedings and suits including all legal fees on solicitor/client basis, claims for personal injury or death and/or any fines or penalties imposed (by the relevant Appropriate Authorities) however arising from and/or incidental to any act, negligence, breach or default by the Contractor, the Sub-Contractors, their respective workmen, employees, agent and/or representatives of any one or more of the terms and conditions of this Rules and Regulations or with respect to the use of foreign workmen and/or with the respect to the Safety Rules and Regulations, the Site Health, Safety and Training policies and implementation thereof.

(b) The Tenant or the Tenant's contractors shall deposit with the Landlord a copy of the Contractor's All Risk insurance policy incorporating Third Party Liability cover and receipts as evidence of payment of insurance premiums before commencement of any renovation works. The Third-Party Public Liability minimum cover required is Ringgit Malaysia Two Million (RM 1,000,000.00) only for any one occurrence but unlimited as to the number of occurrences during the period of insurance. The Landlord reserves the right to impose a

higher limit of Third-Party Public Liability covers depending on the nature and extent of the renovation works.

(c) The Tenant or the Tenant's contractors shall submit to the Landlord a copy of the Insurance Placement Slip (IPS) duly filled up and endorsed by the insurance company before commencement of any renovation works.

(d) The Landlord (as Complex owner) shall be named as the joint insured in the Contractor's All Risk insurance policy referred to in Clause 5.3.2 above and the Contractor's All Risk policy must be amongst others, endorsements/clauses relating to provisions such as cross liability, subrogation, hold harmless and non-contribution with other policy(ies).

5.4 Scheduling of Work

5.4.1 Overall Schedule

The Tenant shall submit an overall schedule/program to the Landlord for review and approval. The overall schedule shall include but will not be limited to the following items:

(a) The Fit-Out Activities
- (i) Mobilization period
- (ii) Equipment delivery for various trades i.e. M&E, workstations, furniture, finishing materials, etc.
- (iii) Installation works for various trades
- (iv) Joint inspections – Landlord, Tenant, Main Contractor, Sub-contractors.

(b) Tenant Move-in Migration Schedule
- (i) Mobilization period
- (ii) Office equipment delivery
- (iii) IT & communication activities
- (iv) Testing & Commissioning period
- (v) Actual Tenant moving in.

5.5 Fire & Life Safety and Security

5.5.1 Security Access Passes

(a) All workers engaged in performing the renovation works must be Malaysian citizens. Any foreign workers employed must possess valid work permits.

(b) All persons involved in the renovation works are to register themselves at the Complex Security Control Room. The Security Pass issued is to be worn daily and at all times and is to be returned to the Security Control Room at the end of each day prior to leaving the Complex.

5.5.2 Handling of Flammable/Hazardous Materials

(a) The contractor shall obtain prior permission from the Landlord to use flammable or dangerous materials.

(b) Flammable and hazardous materials shall be properly labeled and stored with necessary precautions.

(c) No water riser or hose reel cabinets shall be used as storerooms.

5.5.3 Welding

(a) Taking special precautions if welding or cutting. When the job is completed or have to be stopped for any reason, the workman shall disconnect the power on ARC welding or cutting units and remove the electrode from the holder. Turn off the torch valves on gas welding for cutting units, shut off the gas supply at a point outside the confined area, and, if possible, remove the torch and hose if working within a confined area. After welding or cutting is completed, mark hot metal or post a warning sign to keep workers away from heated surfaces.

(b) All welding or cutting works is to be supervised.

(c) Make sure that cutting and welding equipment is in good working condition.

(d) Ensure that the work area is safe and clear of combustible materials.

(e) Make sure that there is a serviceable fire extinguisher (IP or CO2) type in the vicinity of the work area.

(f) When working on a combustible floor, wet down, cover with damp sand or fire-resistant sheets.

(g) Ensure that flammable liquids are removed. Other combustibles, if not removed, are protected with fire-resistant tarpaulins or metal shields.

(h) Fire-resistant tarpaulins are suspended beneath work area to ensure that the ambers will not fall on the combustible material below.

(i) When working on a wall or ceiling, ensure all combustibles liquids are moved away from the other side of the wall.

(j) Ensure all flammable liquids are purged from the work area.

(k) Any type of 'Hot work' requires a fire watch, appropriate extinguishers or fire hose, and a 'Hot work' permits obtainable from the Fire & Life Safety Department or equivalent.

5.5.4 Fire and Life Safety

(a) Warning against misuse — all workers are not allowed to use the water riser/hose reel.

(b) Smoking and Eating areas — Smoking and eating are not allowed at all work areas.

(c) Hot Work Permit — It is to be made available at the work area.

(d) Door at Vestibule/Staircase Should be closed at all times or as per Authority's Guidelines.

(e) Emergency route During emergency, use staircase, follow the signage to the assembly area.

(f) Toilets Workers are ONLY allowed to use the toilet(s) allocated by the Landlord. Any cost and expense incurred due to misuse or damage or blockage to the toilet facilities shall be borne by the Tenant's and/or Tenant's Contractors or Sub-Contractors. These payments shall become deductible from the renovation deposit in total or in parts thereof.

(g) Housekeeping Waste materials must be disposed off daily by appropriate waste disposal contractors or companies.

(h) No contractor's personnel are allowed to reside at the site or premises.

(i) Adequate Warnings signage should be provided by the Tenant's appointed contractors during the duration of their renovation works to warn other tenants of the Complex and the general public of works in progress.

(j) The Landlord, his agents, servants and/or representatives has/have discretion and absolute right to stop the Tenant's appointed contractors from carrying out the renovation works at any time or remove their worker(s) from the Complex should the contractors or their workers **fail to perform or observe the following:**

(i) Adhere to security procedure.

(ii) Put up adequate warning signage.

(iii) Take safety precautionary measures to avoid inconvenience, injury or death to other users of the Complex or the general public.

(iv) Prevent inconvenience to other users of the Complex or the general public.

(v) Comply with renovation guidelines as directed by the Management.

(vi) Observe all safety provisions as stipulated under the Occupational Safety and Health Act 1994.

5.6 <u>On Site Facilities</u>

Contractor's materials, equipment, etc. may be kept on-site (on the tenanted floor). It is the Tenant's and Contractor's responsibility to devise a mechanism which will ensure the security and protection of the facilities. The Landlord will not be responsible for any damage or loss whatsoever of any goods kept on-site.

5.7 Loading/Unloading Facility

All deliveries and such delivery vehicles will be assigned to the loading/unloading bays accordingly.

5.8 Working Hours

(a) All renovation works should be carried out during the working hours:

Monday to Friday : 9.00 a.m. to 6.00 p.m.

Saturday : 9.00 a.m. to 1.00 p.m.

(b) No renovation works are permitted on Sunday and/or public holidays except with prior written consent from the Landlord or Appropriate Authorities, whichever is applicable.

(c) Any work that causes any disturbance or annoyance to the neighboring occupants such as machine drilling, hacking, etc. will have to be carried out after normal operating hours with the prior consent of the Landlord.

5.9 Protection

The Tenant and/or the Tenant's contractors are responsible for taking all precautions to protect:

(a) All parts of the Common Area including the floors, walls, ceiling, doors, lifts, toilets, fire escape staircases, fixtures and fittings.

(b) All the Landlord's fixtures and fittings within the Tenant's premises.

(c) The floor of the lift lobbies at the Tenant's premises must be protected with carpet during the whole duration of the renovation works. If the lobbies' floors are not protected, the Landlord shall proceed to do so and recover the expenses incurred from the Tenant and/or Tenant's contractors.

(d) The Landlord is entitled to apply the Renovation Deposit and such other deposits in-hand, to defray any cost and expenses incurred to make good any damage or loss caused by the renovation works to the demised premises.

5.10 Rubbish Removal

(a) The Tenant or their contractor(s) are responsible for the removal of all renovation debris. No materials, fittings or fixtures are to be left at the lift lobbies, Common Areas or the staircases during or after the renovation works. Kindly take note that during the renovation period if the cleanliness of the Complex is not satisfactorily maintained, the Landlord will proceed to clean/clear up and all costs incurred plus administrative fee of RM200.00 will be charged to the Tenant for every cleaning/clearing up required and these payments shall become deductible from the renovation deposit in whole or in part thereof.

(b) All renovation debris must be removed from the Complex daily in a proper manner in accordance with the timing and guidelines stipulated by the Landlord.

(c) The Tenant and/or their contractors are to ensure that the workers do not throw any cement in any of the Complex's drainage system (e.g. basins, floor outlets, w.c. etc.). Any clearing of such blockages in the Complex drainage or soil waste discharge system resulting from the disposal of cement or such unsolicited equivalent material shall be borne by the Tenant and/or their contractors and these payments shall become deductible from the renovation deposit in whole or in part thereof.

5.11 M&E Works

5.11.1 Electricity Supply

(a) The Tenant and/or Tenant's contractors shall be responsible for the early application for electricity supply to avoid disruptions in the carrying out of the renovation works. The Tenant and Tenant's contractors are not allowed to tap supply from the Common Areas without the prior written consent of the Landlord and/or its appointed agents.

(b) Upon prior written consent from the Landlord to tap electricity supply for the renovation works, the Tenant and/or Tenant's contractor shall provide its own electric leakage circuit breaker (ELCB) to avoid disruptions to the Complex in the carrying out of the renovation works. The ELCB shall be removed by the Tenant and/or Tenant's contractor at its own cost and expenses upon completion of the renovation works.

5.11.2 Water Supply

(a) The Tenant and/or Tenant's contractors must ensure that all water supply and drainage works within the demised premises have prior written consent from the Landlord.

(b) Upon written consent from the Landlord, the Tenant and/or Tenant's contractors shall ensure that all the water supply are metered for the purpose of monthly reading of water consumption by the Landlord to be charged to the Tenant or Tenant's contractor(s).

(c) All plumbing works to be undertaken must comply with the requirements of all relevant Authorities including all necessary approvals as required by the relevant Authorities.

5.12 Impairment of Services

(a) The Tenant and/or the Tenant's contractors are to ensure that they have received a written approval for impairment of services from the Landlord before isolating or disconnecting any M&E services, e.g. electricity supply, water supply, fire-fighting system.

(b) The Tenant and/or the Tenant's contractors are required to submit the Impairment Permit (IP) to the Management for approval at least **five (5) working days** prior to scheduled date of impairment of system.

Upon approval, the contractors and the Landlord, prior to commencement of works will carry out a joint pre- and post inspection. The Tenant and/or Tenant's contractors are ONLY allowed to commence the works after all the procedures have been completed to the satisfaction of the Landlord.

(c) The Tenant and/or the Tenant's contractors must ensure that no hazardous operations are conducted during impairment of fire protection system.

(d) The isolation of the fire fighting system can only be undertaken by the contractor appointed by the Landlord and only upon receipt of the Landlord's prior written consent.

(e) All costs incurred in the isolating and/or disconnecting of any of the Mechanical and Electrical services shall be borne by the Tenant and/or Tenant's contractors.

5.13 Restoration of Premises

In accordance with the Terms and Conditions of the Tenancy Agreement, tenants are to take note that all Tenants' fixtures and fittings must be removed, and the Demised Premises reinstated to its original state and condition upon vacating the Demised Premises on termination or early determination of the Tenancy Agreement.

C RENOVATION RULES

1. GENERAL

The Complex Management wish to inform that prior approval must be obtained from the Management and the relevant Appropriate Authorities before any renovation works can be carried out in the premise(s).

(a) It shall be the Tenant's responsibility to ensure that all renovation works to be undertaken by the Tenant shall comply with the requirements of all relevant Appropriate Authorities and the Tenant shall obtain all necessary approvals as required by the prevailing acts, by-law and regulations imposed by such authorities. Submissions to the Complex architect, structural engineer and M&E engineer where necessary, must be made by the Tenant's contractor, and the costs thereto shall be borne by the Tenant. A copy of such approvals shall be forward to the Management for record.

(b) The contents of the Plans shall include the layouts and system schematics (where applicable) for, amongst others:

(i) Room and furniture layouts
(ii) Air condition renovation
(iii) Renovation of electrical Installations and/or any other power systems.
(iv) Renovation of plumbing for any wet provisions like wet pantries, and
(v) Renovation of any other systems, services and facilities currently available in the Complex.

(c) All drilling and hacking work or any other works that are noisy and cause nuisance to other tenants must be carried out after **6:00 pm on weekdays** and after **1.00pm on Saturday**. Prior written consent from the Landlord or its agents or Appropriate Authorities, whichever is applicable is required.

(d) The erection or installations or any proposed renovations especially partitions shall not in any way obstruct the effective performance of existing systems, services and facilities, like sprinkler operation and coverage. If these are affected by the said renovation(s), appropriately qualified body (like a Professional Engineer (P.E.) shall be engaged to submit the amendments (like to the sprinkler plan) to the authorities (where necessary or the

Management) for approval before the physical works are to be carried out. A copy of such approval from the authorities is to be forwarded to the Complex Management for record.

(e) Water discharge /back-filled for the renovation work shall be arranged with the Complex Management and at the expense of the Tenant.

In the event that sprinkler heads are to be relocated, draining off of the sprinklers must be pre-arranged with at least two (2) days notice, with the Management. Any costs involved shall be borne by the Tenant.

(f) The Tenant's contractor is to ensure that they have received approval from the Management before isolating or connecting any M&E services or power supply, telephone wiring, fire-fighting, air-conditioning and plumbing.

(g) All renovation area should have adequate fire fighting system e.g. portable fire extinguishers, sprinkler points etc. Any costs involved shall be borne by the Tenant.

(h) The Tenant / Contractor shall ensure that all works carried out shall not in any way affect, deface, damage or destroy any of the existing structure or Common Area/corridors of the Complex.

(i) The Tenant / Contractor shall further ensure that there will be no interference or damage or destruction of any kind on the Complex's fire protection system, emergency system, window mullion, telephone trunking box, sanitary piping, air-conditioning ducting, ceilings, walls, carpets, flooring and other electrical, mechanical and sewerage system of the Complex.

(j) The Tenant / Contractor must provide a layer of approved protection covering along the common corridor at all times during renovation works. In addition, care must be taken to ensure that air-conditioning duct and smoke detectors at the Common Area are not damaged or rendered defective as a result of dust or dirt emitting from the renovation works carried out.

(k) Tenant is responsible for the removal of all renovation debris from the premise to the rubbish dumping grounds provided by the local authority. The Management will remove all renovation debris/rubbish found at the Common Area and the cost incurred shall be charged to Tenant.

(l) No inflammable or combustible materials are allowed to be stored in any part of the Complex at all times during the renovation works without prior written consent of the Management.

(m) Please be notified that the Management shall not be liable at all times for any personal injuries or deaths (collectively as "accidents") that may befall for any reason whatsoever on the Tenant or Contractor's employees, servants or agents at the Complex during the renovation period. The Tenant / Contractor undertake to indemnify the Management in full in the event any claim is made against the Management in respect of the aforesaid accidents.

(n) The Tenant / Contractor shall be fully liable to the Management for any damages, loss expenses or costs suffered by the Management arising from the Tenant's / Contractor's negligence and/or default and the Tenant / Contractor further agrees to keep the

Management indemnified against any claim by any third party arising out of the negligence or default of the Tenant / Contractor in carrying out the services under these Regulations.

(o) Upon completion of the renovation works, Tenant is required to notify in writing to the Management and a joint inspection shall be carried out within the premises.

2. <u>ELECTRICAL</u>

(a) The Tenant shall engage a registered electrical contractor with Suruhanjaya Tenaga (ST) / Tenaga Nasional Berhad (TNB) to undertake the wiring works in accordance with the requirements of TNB / ST / IEE and the Management.

(b) No electrical wiring works can be carried out without the Management's prior written approval. The Contractor appointed to undertake the works must submit detailed layouts/single line drawings/circuit diagrams indicating the locations of the proposed electrical points.

Adequate discrimination shall be designed for where there are several levels of protection as in earth fault or overload protection as per IEE Regulations.

All protective devices shall have adequate withstand capacity against prospective fault level.

Circuit diagrams of DBs or switchboards in the design must have declared Total Connected Load and Maximum Demand and duly designed and signed by a Professional Engineer.

(c) All cables must be identified at both ends with cable markers. This is an essential provision to enable future trouble-shooting.

(d) Every cable must adequately be protected with approved overload protection per IEE Regulations.

(e) The installations shall be tested and test results for submission to TNB shall also be submitted to the management.

3. <u>AIR-CONDITIONING WORKS</u>

(a) A registered electrical contractor with Suruhanjaya Tenaga (ST) / Tenaga Nasional Berhad (TNB) to undertake the wiring works in accordance with the requirements of TNB/ST/IEE and the Management.

(b) The Contractor shall verify the need to effect any changes to the existing ACMV and that the changes shall produce the required results.

(c) The Contractor appointed to undertake the works must submit proper drawings indicating:
   (i) any change(s) to existing air conditioning;
   (ii) verification that these change(s) are within the capacity of the existing system, and air balance can be achieved; and
   (iii) any additional air-conditioning unit installation and their capacity.

If additional air-conditioning units are to be installed: -

(d) The unit(s) must be securely installed with proper vibration isolators and acoustic insulation to avoid noise and vibration later. The Tenant shall be solely responsible for any damage to the Complex resulting from the overflow /leaking of such water from the air-conditioning.

(e) The Tenant / Contractor shall verify adequacy of capacity of new units to meet the expected heat load.

4. PLUMBING AND SANITARY WORKS

Any alteration or addition on the existing plumbing and sanitary installation should comply with the local authorities (SYABAS & DBKL) requirements. Installation works must be carried out by a qualified plumber/licensed contractor.

5. FIRE FIGHTING SYSTEM (HOSE REEL SYSTEM)

(a) Tenant shall not be allowed to do any alteration to the fire fighting system in their unit(s).

(b) Tenant shall be held fully responsible for any mishap due to their illegal alteration to the system.

(c) Installation works must be carried out by a qualified/licensed fire fighting contractor.

(d) Tenant is required to submit their new layout to the local authority (Jabatan Bomba dan Penyelamat Malaysia) for approval and the cost incurred shall be borne by the Tenant.

6. WORKERS

(a) No illegal immigrants or workers shall be employed by the Tenant or its contractors in carrying out the works. The Management shall not be held responsible for such act or acts by the Tenant or its contractors and Tenant shall indemnify and keep Management harmless from all consequences arising there from.

(b) List of names and NRIC Numbers of workers who will carry out renovation works during/after Working Hours shall be given to the Management at least one (1) day before commencement of work. All contractors and their workers must produce their identification document/papers or work permits {for foreign workers} for registration at the Management's Office each time they enter the Complex for renovation works. The Management reserves the right to refuse entry or evict any of the contractors / workers who have infringed and failed to adhere to any of the rules and regulations herein (including any amendments or variations as may be imposed by the Management from time to time).

(c) The Tenant shall ensure that the contractors and their workers are properly attired with safety equipment and shoes at all times.

(d) The Contractors and workers are not allowed to loiter around or in any other parts of the Complex except for their work area.

(e) The workers are not allowed to utilize any of the Complex's common toilets except for the toilets located at the work area.

(f) The Tenant has to ensure that the Contractor has taken out adequate insurance coverage including but not limited to worker's compensation insurance coverage including but not limited to worker's compensation insurance and all risk policy to cover public liability and fire and water. Copies of the policies must be furnished to the Management upon request.

7. <u>OTHERS</u>

The Management reserves all rights to alter, modify, delete or add any new terms, conditions and/or rules and/or regulations as may be deemed necessary solely at the Management's discretion with reasonable notice to the Tenant. All the local authorities' requisitions must be obeyed and completed by the tenant.

ANNEXURE B – RULES AND REGULATIONS IN RESPECT OF USE OF PROPERTY

(DELETE IF NOT APPLICABLE)

1. The Tenant shall keep the Property:

    I. open for business during weekdays (8.00 a.m. till 2.00 a.m.), weekends (8.00 a.m. till 2.00 a.m.) & public holidays (8.00 a.m. till 2.00 a.m.) subject to Tenant's discretion and control;

    II. trade actively throughout the whole of the Property except in so far as:

    - the Tenant may be prevented from doing so by reason of destruction or damage to the Property by an insured risk;

    - may be necessary for the carrying out with all reasonable speed of any major repairs, alterations or additions to the Property

    - or to do so would be in breach of any other provision of this Agreement.

2. The Tenant shall not operate and keep the Property open outside the business hours specified in Paragraph 1 of Annexure A above unless the prior written approval of the Landlord has been first obtained for such additional hours of operation provided that the Landlord's approval shall be subject to such terms and conditions as the Landlord deems fit including but not limited to the Tenant obtaining at its own expense prior to commencing such additional hours of operation the approval of the relevant authorities (if any)

3. The Tenant hereby covenants and undertakes with the Landlord that it shall strictly comply with the provisions of Paragraph 1 of Annexure A above unless with the written permission of the Landlord not to do so and in the event of non-compliance therewith and without prejudice to the Landlord's other rights and remedies available under this Agreement or at law, the Tenant shall in addition to the Rental, pay to the Landlord liquidated damages of Ringgit Malaysia One Thousand (RM1,000.00) only for each day of non-compliance or a sum equivalent to double the Rental currently payable by the Tenant for the period of non-compliance, whichever shall be the higher sum. Any damages payable shall be payable on the due date for payment of the next payable Rental Provided Further that in the event the Landlord is of the opinion that the Tenant's continuous breach of the clause is affecting the image / business of the Landlord, the other tenants or owners or occupiers of neighbouring property or other people in the vicinity, the Landlord shall be entitled at its discretion to terminate this Agreement.