



MULIA PROPERTY DEVELOPMENT SDN BHD

[Company No. 1139949-K]

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REFERENCE ACCESS OFFER ("RAO")

EXCHANGE106

Effective 8 November 2023

This RAO is available upon written request at the address above and www.exchange106.my

Access Offer as a Licence to use Telecommunication Structure (“Telco Structure”) at The Exchange 106, TRX (“The Licence”)

Parties: 1. (.....) (“Licensee”)

2. Mulia Property Development Sdn Bhd (Company No. 1139949-K) (“Licensor”)

1. Thank you for your interest in utilise shared telecommunication infrastructure for the placement of Licensee’s cellular transceiver equipment at the building known as **MENARA EXCHANGE 106**, Lingkaran TRX, Tun Razak Exchange, 55188 Kuala Lumpur.
2. **License Period:** The period for the licence to use the infrastructure as stated in the respective Authorised Work Order issued or to be issued by Licensee being a period of ten (10) years from its Handover Date with an option for Licensee to renew for a further period of five (5) years or such other period as two parties may agree at prevailing market rates.
3. **The Location:** as described in **Section 3** of the **First Schedule** hereto.
4. **The Period and Monthly License Fee:** Licensor hereby agrees to license to Licensee and Licensee agrees to subscribe from Licensor the Telco Structure for the duration of the License Period, which shall commence on the Commencement Date and shall expire on the Expiry Date with a Monthly License Fee and Monthly Utility Fee as described in **Section 5(a) and 5(b)** of the **Second Schedule** hereto and payable in advance by Licensee to Licensor in the manner described in **Section 6** of the **Second Schedule** hereto.
5. **Use of the Location:** Licensee shall not use the Location for any purpose other than for the purpose as stipulated in **Section 5** of the **First Schedule** and Licensor gives a one month notice to Licensee of Licensor intention to install in-building cellular telecommunication structure (“Telco Structure”), which shall comprise communication equipment apparatus, installation or device required for the operation of the cellular telephone network at the said site for the purpose of utilising the Telco Structure to Licensee and to other mobile network operators (“Operators”).
6. **Prohibition against sub-let:** Licensee shall not sub-let or share the Radio Access Network with other Operators, without the prior written consent of Licensor.
7. **Structure Type:** As described in **Section 3(c)** of the **First Schedule** attached hereto.
8. **Size of Site:**
 - a) Exchange 106 with built up area of 4,114,414 square feet
9. The Design, Supply and Construction of the Telecommunication Infrastructure/Telco Structure shall be undertaken by Licensor.
10. **The Design of the telecommunications infrastructure:** Licensor shall submit to Licensee one electronic set each of the following document for approval.

a) Technical Proposal of the Telecommunication infrastructure

11. **Construction Requirements:**

- a) The construction shall conform to MS Standard and local regulations;
- b) Permitting and Authority Fees if necessary, shall be paid by Licensor;
- c) To supply and install basic earthing system;
- d) Electricity Source – Licensor shall arrange for commercial power with KWH meter with the electricity provider when possible and MCB within an ACDB.

12. **Structure Owner:** Licensor

13. **Monthly License Fee:-**

- a) Licensee hereby agrees and undertakes that the Monthly License Fee as stipulated in **Section 5(a)** of the **Second Schedule** shall be paid by Licensee to Licensor in the manner stipulated in **Section 6(a)** of the **Second Schedule** hereto. The Monthly License Fee is deemed to be inclusive of all bank charges/commission in the event that the payment is effected by cheque; and
- b) The Monthly License Fee shall INCLUDE all known local and/or federal authority fees and charges at the time of issuing the LOO such as local council renewal permits, etc. Any new or additional fees, taxes and charges including but not limited to sales and services tax (“SST”) shall be EXCLUDED. Licensee shall bear the same upon imposition thereof.

14. **Monthly Utility Fee:** Licensee hereby agrees and undertakes that the Monthly Utility Fee as stipulated in **Section 5(b)** of the **Second Schedule** shall be paid by Licensee to electricity provider in the manner stipulated in **Section 6(a)** of the **Second Schedule**. In the case of Monthly Utility Fee is agreed with a fixed lumpsum, any electricity consumption exceeding the

Monthly Utility Fee shall be charged to Licensee on periodical basis of once in every three (3) months.

15. **Monthly Right-of-way (“ROW”) Fee for Fibre Optic Facility:** Licensee hereby agrees and undertakes that the Monthly Right-of-way Fee as stipulated in **Section 5(c)** of the **Second Schedule** shall be paid by Licensee to Licensor in the manner stipulated in **Section 6(b)** of the **Second Schedule** hereto. The Monthly Right-of-way Fee is deemed to be inclusive of all bank charges/commission in the event that the payment is effected by cheque.

16. If the Licensee shall fail to make any payment of any fees due under this Agreement, the Licensee shall pay to the Licensor at the rate of one per centum (1%) per day for each day of delay on the outstanding sum commencing from the day immediately after the fee(s) are due until the actual settlement of the outstanding sum.

17. **Deposit:-**

- a) Licensee shall pay to Licensor a Security Deposit in the amount stipulated in **Section 7(a)** of the **Second Schedule** hereto being the deposit as security for the due observance and performance by the Licensee of the terms and conditions of herein and shall pay to Licensor the Utility Deposit in the amount stipulated in **Section 7(b)** of the **Second Schedule** hereto being the deposit as security for the electricity services.
- b) Licensee shall pay to Licensor the Security Deposit and the Utility Deposit in the manner stipulated in **Section 8** of the **Second Schedule**.
- c) The deposits shall be maintained at this figure and shall not be deemed or treated as payment of License Fee and electricity consumed for any reason whatsoever.
- d) The Security Deposit shall be refunded to Licensee within thirty (30) days free of interest upon the lawful expiration of the term of the Agreement hereby created or lawful termination of the tenancy herein PROVIDED ALWAYS that Licensee shall have paid all electricity and all other relevant charges for the site and delivered up the said site in good working condition (if applicable) AND PROVIDED FURTHER that Licensee shall have not breached any rules and regulations imposed by the Management of the said site (if applicable) and Licensee shall have not committed any breach or shall not be in default of any of the terms and conditions of this Agreement herein nor shall there be any amount due and outstanding owed by Licensee to Licensor under this Agreement.
- e) Notwithstanding the provisions of the above Clause Licensor shall be absolutely entitled to utilize the deposits to set-off all and whatever charges, costs and fees that remain outstanding, due and payable by Licensee to Licensor under this Agreement or lawful termination thereof.

18. **Commencement: -**

- a) The Commencement Date of the License Period in respect of each Telco Structure shall be two months after the Handover Date.
- b) Upon completion of the Telco Structure, Licensor will issue a notice of completion ("the Notice of Completion") to Licensee and Licensee shall acknowledge receipt of the Notice of Completion, failing which Licensee is deemed to have accepted the Notice of Completion after seven (7) days from date of delivery of the Notice of Completion. Upon the expiry of the stipulated seven (7) days it shall be deemed the Handover Date signifying Commencement Date. Licensee shall inform Licensor in writing of its reason for non-acceptance within seven (7) days from the date of receipt of the Notice of Completion; otherwise the Telco Structure shall be deemed accepted by Licensee. If the structure is not complying Licensee requirement then the Handover Date will be differed.
- c) **Damage to infrastructure:** Licensee agree to make good damages to the said site and Telco Structure during the duration of the License Period if the damages are attributable by Licensee or its agent/vendor.

- d) **Upgrade to IBC infrastructure facilities;** if during the term of the Agreement further upgrade to IBC infrastructure to accommodate future network requirements to be borne by the Licensor at time and implementation of its choosing.
19. **Indemnity:** Notwithstanding anything to the contrary herein contained, the defaulting PARTY shall be liable for, and shall indemnify the affected party against any expense, liability, loss, claim or proceeding whatsoever, whether arising under any statute or common law arising out of or in connection with the Agreement, in respect of injury (including death) or damage to any person or property (including third party and third party property), due to the acts and/or omission whether negligence or wilful or otherwise of the defaulting party, its employees or agents or any of its subcontractors, its employees or any other Operators duly licensed and other persons authorized to occupy the site or used the infrastructure for the site. In no event will either Party be liable to the other Party for any consequential or indirect loss or damage whatsoever and howsoever arising, whether such liability is asserted on the bases of contract, tort or otherwise, even if either Party has been advised of the possibility of such damages.
20. **Insurance:-**
- a) Licensor shall keep the Telco Structure (excluding equipment from loss or damage by fire and such other risks as Licensor may deem expedient) adequately insured throughout the duration of the License Period and Public Liability Insurance to an aggregate maximum value of up to RM 2,000,000.00 (Ringgit Malaysia Two Million Only).
- b) Licensee shall at its own cost and expense insure its own equipment.
21. **Early Termination:-**
- a) In the event the Licensee and the Licensor wishes to withdraw from this Agreement for whatsoever reason while the Agreement is in force, Licensee hereby agrees with Licensor that the License Fee amount for the balance of the entire agreed period shall be paid in full by Licensee to Licensor and this Agreement shall be deemed terminated and have no further force and effect.
- b) In the event the Landlord refuses to renew the Agreement for the site with Licensor, Licensor hereby may give three (3) month written notice to Licensee to terminate this Agreement without any compensation payable or In the event there is less than 40% occupancy rate after 1 January 2022, Licensee has the right to give three (3) months written notice to Licensor to terminate this agreement without any compensation payable, Licensor shall thereafter refund to Licensee the security deposit and the balance of License Fee in advance (if any), and that Licensee hereby agree to remove any structure and equipment belonging to Licensee within a period thirty (30) days from the date of the notice to Licensee and each parties shall have no claim or remedies between them except for the demand for failure of either parties as to compliance with the terms and covenants of this LOO and of the License Agreement.
- c) In the event Licensor is instructed by the public authority to cease its operation or to demolish any building or structure built on the land, or that upon complaint by the public, Licensor hereby may give one (1) months written notice to Licensee to terminate this Agreement without any compensation payable and Licensor shall refund to Licensee the



balance of the security deposit and License Fee paid in advance if any, and that Licensee hereby agree to remove any structure and equipment belonging to Licensee and each parties shall have no claim or remedies between them except for the demand for failure of either parties as to compliance with the terms and covenants of this LOO and of the License Agreement.

22. **Compulsory acquisition of building or land:** With effect from the date of the execution of this LOO and from the Commencement Date, in the event of any notification or intended acquisition of the whole or part of the building or land site by the government or any other competent authority or by any person, Licensor shall forthwith notify Licensee in writing of any such intended acquisition whereupon the relevant LOO shall be deemed to be terminated by mutual consent of the Parties on the date of the said notification of intended acquisition and Licensor shall refund the Security Deposit to Licensee free of interest (after deduction of any monies outstanding to Licensor under the relevant LOO) and any balance of the License Fee paid in advance for the unutilized term.
23. **Licensing the Telco Structure:-**
 - a) Licensor reserve the right to license out the Telco Structure to other Operators.
 - b) In the event that during the duration of the License Period, the Telco Structure is shared by other Licensee, it is hereby agreed that the License Fee payable by Licensee effective from the shared date shall be as specified in **Section 11** of the **Second Schedule**.
 - c) For the avoidance of doubt, the Licensor shall obtain all relevant permits and seek prior approval from the relevant local and government authorities. Whereas Licensee shall obtain all relevant permits and approval for the Network Services Providers (“NSP”) from the Malaysian Communications and Multimedia Commission (“MCMC”).
24. **Vacating of the said site:** Upon the determination of this Agreement, the Licensee agrees to deliver to Licensor the said site with the telecommunication equipment which may include cabin, cable installation, antenna and other telecommunication tools removed from the said site as well as to restore the said site to its prior site and condition, and to peacefully yield up the Premises.
25. **Access and Service:** Licensee shall have 24 hours access to and within the subject property/site for purpose of emergency access such as breakdown and for periodic maintenance by giving at least three (3) days prior written notice to Licensor and ensure that the Telco Structure equipment, apparatus and devices are all properly maintained/serviced and operational at all times throughout the duration of the License Period.
26. **Agreement:** In the event no License Agreement is formalised between the parties, and provided always that the parties have implemented the terms contained herein, this shall be valid and enforceable as binding contract between the parties.
27. **Miscellaneous:-**
 - a) Headings are inserted for convenience of reference only and shall not in any way affect the interpretation or construction of any of the provisions;



- b) The Schedule and annexures (if any) shall be read and construed as integral parts of this LOO;
- c) “Working Days” means a day other than Saturday, Sunday and all gazetted state and federal public holidays in the state of Wilayah Persekutuan Kuala Lumpur and Selangor Darul Ehsan;
- d) Words denoting the singular number shall include the plural and vice versa; and
- e) All notices pursuant to this LOO shall be in writing and shall be deemed sufficiently served if the same is delivered by hand to the other party or sent by prepaid registered post to the address of the relevant party as specified in this LOO or their respective last known place of by business which shall be deemed received three (3) Working Days after posting.
- f) Any stamp duty payable in respect of this LOO or this Agreement shall be borne by the Licensee.

28. **Monthly Building Rental:-**

- a) Licensee hereby agrees and undertakes that the Monthly Building Rental as stipulated in **Section 5(d)** of the **Second Schedule** shall be paid by Licensee to Licensor in the manner stipulated in Section 6(a) of the Second Schedule hereto. The Monthly Building Rental is deemed to be inclusive of all bank charges/commission in the event that the payment is effected by cheque; and
- b) The Monthly Building Rental shall INCLUDE all known local and/or federal authority fees and charges at the time of issuing the LOO such as local council renewal permits, etc. Any new or additional fees, taxes and charges including but not limited to SST shall be EXCLUDED. Licensee shall bear the same upon imposition thereof.

29. **Governing Law:** This LOO shall be construed and governed in accordance with the laws of Malaysia.

30. **Dispute:** All disputes and controversies between the Licensor and Licensee (“Parties”) arising out of or in relation to this LOO (“Dispute”) shall as far as possible be settled amicably between the Parties, failing which, the Dispute shall at the written request of any Party be referred to each Party’s respective Tenancy Management, Head of Network Rollout and Legal Department who shall meet in person at least once and attempt to resolve the Dispute. In the event the aforesaid meeting has not been held or if the Dispute has not been resolved through the said meeting, within thirty (30) calendar days of the date of any Party’s written request for such meeting, then the Dispute shall be settled by arbitration at the request of any Party in accordance with the rules of the Asian International Arbitration Centre (AIAC). The arbitration tribunal shall consist of three (3) arbitrators appointed in accordance with the rules of the AIAC. The seat for arbitration shall be Malaysia. The arbitration proceedings shall be conducted at the AIAC and in the English language. The decision of the arbitrator shall be final and binding on the Parties hereto.

FIRST SCHEDULE

(To be read and construed as an integral part of this Agreement)

Section	Description	Particulars
1.	The day and year of this Licence	
2.	The name and address of the Licensor Telephone & e-mail of the Licensor: (a) Fixed Line (b) Email	Mulia Property Development Sdn Bhd (1139949-K) Level 5, Menara Exchange 106, Lingkaran TRX, Tun Razak Exchange, 55188 Kuala Lumpur. TEL: +603-2710 8806 Email: Actioncentre@exchange106.my
3.	The Location and Structure (a) The particulars of the Building: (b) Structure Type: (c) Equipment:	(a) Exchange 106 (b) In-building cellular infrastructure (c) Telco Equipment to be installed according to agreed Technical Proposal
4.	The particulars of the Telecommunication Structure	Refer to the approved Technical Proposal ("TP") or the Construction Drawing.
5.	Use of the Location	The Location shall be used for the installing and maintaining a base transceiver station ("BTS") by the Licensee, which shall comprise communication equipment apparatus, installation or device required to be connected to the Telco Structure for the operation of Licensee's cellular telephone network solely for the inbuilding coverage of the said building which includes the installation of microwave transmission or fibre link to the BTS (subject to the approval of the Building Management)



6.	Licensor's Contact person Name : Email : Office No : Designation :	Mr Patrick Honan Patrick.honan@mulia.com.my 03-27108806 GENERAL MANAGER, PROPERTY MANAGEMENT
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SECOND SCHEDULE

(To be read and construed as an integral part of this Agreement)

Section	Description	Particulars
1.	The Term	The period of license to use the Telco Structure as stated in the respective/Authorised Work Order is ten (10) years ("The Fixed Period") from the Handover Date with an option for Licensee to renew for a further period of five (5) years or such other period ("The Renewable Period") as Licensor and Licensee may agree.
2.	Commencement Date	Within two (2) months of the Handover date
3.	Handover Date of the Structures	
4.	Expiry Date	Ten (10) years from the Commencement Date.
5	Network Stability Period	Rental Fees Waived for period from Commencement Date till 31 December 2019.
6.	(a) Monthly License Fee b) Monthly Utility Fee (c) Right-of-way ("ROW") Fee for Fibre Optic Facility (d) Monthly Building Rental (e) Bank account for the deposition of the Monthly License Fee (a) Bank (b) Branch (c) Account name (d) Account number	(a) RM28.00 per antenna per month commencing ; .../.../.... onwards x minimum 1116 antenna (100% of total antenna) (b) as per usage recorded by the KWH meter. (c) Waived (d) RM2,000.00 per month commencing 1 January 2020 (e) TBA



7.	Manner of payment of the Monthly License Fee, Monthly Utility Fee, Monthly Building Rental and Monthly ROW Fee for Fibre Optic Facility:	<p>(a) The first month License, Building Rental and Utility Fee is payable seven (7) days upon the Commencement Date.</p> <p>Subsequent Monthly License, Building Rental and Utility Fee is payable in advance within the first seven (7) days of each month.</p> <p>(b) The first month ROW Fee is payable seven (7) days upon the installation of the Fibre Optic Facility.</p> <p>Subsequent ROW Fee is payable in advance within the first seven (7) days of each month.</p>
8.	The Deposit (a) Security Deposit (b) Utility Deposit	<p>(a) One (1) month Deposit of monthly License Fee. Deposit of monthly License Fee is estimated of the number of planned antenna from latest agreed Technical Proposal.</p> <p>(b) 1 month Deposit of Utility Fee at RM1,500.00</p>
9.	Manner of payment of the Deposit	Within fourteen (14) Working Days from signing of this offer.
10.	The duration for the renewed term	One (1) further term of five (5) years each subject to further terms being granted by the Landlord.
11.	The License Fee payable for the renewed term	Subject to mutually agreed rate.
12.	Right-Of-Way("ROW") of the Fibre Optic Facility	<p>(a) In addition to the rights of Licensee to use the Telco Structure for the installation and operation of its telecommunication equipment and system, Licensee is granted the rights to install Fibre Optic Facility at the Building at Licensee's own cost subject to Section 5 of the First Schedule("ROW");</p> <p>(b) The Fibre Optic Facility Provider shall obtain all necessary approval from the relevant Authorities and the legal rights required including ROW for Licensee to exercise its</p>



		<p>rights under 12 (a) above subject to ROW fees to be agreed upon by Licensee and Licensor;</p> <p>(c) "Fibre Optic Facility" means any duct-ways, sub-ducts, dark-fibre or fibre optic cables, used either individually, in combination or collectively, as a medium of transmission; and</p> <p>The Fibre Optic Facility may be provided by Licensee or any other third party provider appointed by Licensee. In the event that the Fibre Optic Facility at the Building is provided by the Licensor and paid through a leasing or other commercial arrangement with Licensee, notwithstanding sub-clause (a) above, the Licensor shall bear all costs related to the Fibre Optic Facility at the Building including but not limited to approvals, installation, maintenance etc.</p>
13.	Number of Antennas	One thousand one hundred and sixteen (1116) antennas as of date of this Agreement and additional antennas as may be increased based on technical requirements.
14.	The Validity of this LOO	Thirty (30) days from the offer date above

- Nothing Follows -