

Lease Agreement

THIS LEASE AGREEMENT (hereinafter referred to as the "**Agreement**") is made and entered into this _____ day of _____, 20____, by _____ and _____ between _____ with NRIC No. _____ (hereinafter referred to as the "**Lessor**") and _____ with NRIC No. _____ (hereinafter referred to as the "**Lessee**").

The Lessor and Lessee shall hereinafter be referred to in this Agreement as the "**Parties**" or individually as a "**Party**" as the context may require.

WHEREAS:-

- A. The Lessor is the registered proprietor/beneficial owner of the premise having its address at _____ which is held under the document of title appended in Schedule 1 (Land/ Premise Title) (hereinafter referred to as the "**Premise**").
- B. The Lessor is desirous of leasing the Premise and the Lessee is desirous of leasing the Premise from Lessor, in order to develop a renewable energy installation under a feed-in approval pursuant to the Renewable Energy Act 2011 (hereinafter referred to as the "**Project**"), on the terms and conditions as contained herein. The plans of the Project are set out and appended in Schedule 2 (Project Plans) herein.

NOW IT IS HEREBY AGREED as follows:

1. TERM

The Lessor hereby agrees to lease the Premise to the Lessee and the Lessee hereby accepts from the Lessor the lease of the Premise for a period commencing from _____ (hereinafter referred to as the "**Effective Date**") to _____ (hereinafter referred to as the "**Lease Expiry Date**") upon the terms and conditions of this Agreement (hereinafter referred to as the "**Term**"). This Agreement shall be terminated upon the Lease Expiry Date unless otherwise extended in accordance with clause 15 hereof. Notwithstanding the Term, this Agreement may be terminated in accordance with the provision of this Agreement.

2. RENT

- (a) The rent for the use of the Premise for the Term shall be an amount equal to Ringgit Malaysia _____ only (RM _____) (hereinafter referred to as the "**Rent**") payable monthly in advance on the _____ day of each month of the Term (hereinafter referred to as the "**Due Date**"). The first payment for the rent shall be made on the Effective Date. All such payments shall be made by cheque or bank draft payable to the Lessor on or before the Due Date and without demand.
- (b) If the Rent is not paid within the Due Date, the Lessee shall be liable to pay to the Lessor a late payment interest at the rate of 8% per annum calculated on a daily

basis from the first day of the amount due for payment until the outstanding amount is paid in full, in addition to the Rent due and owing to the Lessee under sub-clause 2(a).

3. DEPOSIT

- (a) Upon the due execution of this Agreement, the Lessee shall deposit with the Lessor the sum of Ringgit Malaysia _____ (RM_____) only (hereinafter referred to as the “**Deposit**”) receipt of which is hereby acknowledged by the Lessor, as security to be set off for any damage caused to the Premise, and/or any failure of the Lessee to perform the covenants under clause 4 hereof, during the Term. Such deposit shall be returned to the Lessee, without interest, and less any set off for damages to the Premise upon the termination of this Agreement. For avoidance of doubt, the setting off of the deposit in accordance with this clause, does not discharge the Lessee of his/her obligations under this Agreement, and this Agreement may be terminated in accordance with the provision of this Agreement.
- (b) In the event that a setting off of Deposit occurs pursuant to sub-clause 3(a), the Lessee shall reimburse with the Lessor a sum to ensure that the deposit sum is equal or more than the Deposit.

4. COVENANTS BY THE LESSEE

The Lessee covenants and undertakes with the Lessor as follow:

- (a) to pay the Rent to the Lessor in the amount and in the manner stipulated in clause 2;
- (b) to use the Premise solely for the purpose of the Project upon the terms and conditions contained in this Agreement and the relevant form of renewable energy power purchase agreement (hereinafter referred to as the “**REPPA**”);
- (c) to not create mortgage, charge, lien or in any way create any encumbrance on the rights and interests of the Premise, without the prior written approval of the Lessor;
- (d) shall procure the payment of all electricity, water, telephone and all future quit rent, assessments, rates, other outgoings whatsoever assessed, charged or imposed by the relevant authority in respect of the Premise;
- (e) to keep the Premise in good tenantable repair and condition (fair wear and tear excepted) throughout the Term at its own costs and expense;
- (f) shall reasonably maintain the Premise free from all undergrowth, weeds, pests and other obstructions which may occur during the passage of time and shall bear the cost of such maintenance;
- (g) to comply with the provisions of all laws, ordinances, by-laws, regulations and rules for the time being in force affecting the Premise on any improvements, installations, additions or alterations, thereon or the Lessee’s occupation thereof and forthwith to satisfy all requirements of the local authority or any other authorities with respect to the Premise;
- (h) shall indemnify, protect and hold harmless the Lessor from and against suits, actions, claims, demands, damages, losses, expenses and costs of every kind and description to which the Lessor may be subjected to by reason of injury to or death of persons or damage to property of any person, firm or corporation whatsoever in any manner due to, arising out of or in connection with the occupation and use of the Premise by the Lessee under this Agreement, regardless of whether such suits,

actions, claims, damages, losses, expenses or costs be against or sustained by the Lessor, or sustained by others to whom the Lessor may become liable. Upon request by the Lessor, the Lessee shall undertake to defend in connection with the matters under this clause;

- (i) shall adopt every reasonable precaution which may be necessary or expedient to prevent fire and pollution and shall adhere to all environment requirements, terms and conditions pertaining to pollution control, discharge of effluent, and like matters which are required by any statute, ordinance, by-laws regulations and to comply with any regulation of the relevant authorities from time to time;
- (j) shall not carry on or permit or cause to be carried on upon any part of the Premise, any trade or business of an immoral or illegal nature;
- (k) shall not permit or cause anything to be done in or upon the Premise or any part thereof which may be or become a nuisance or annoyance or cause damage or inconvenience to the Lessee or the tenants or occupiers of lands neighbouring the Premise;
- (l) shall take measures in order to ensure that there shall be no illegal occupation on any part of the Premise. The Lessee shall be responsible for all costs and expenses necessary for the eviction of any illegal occupiers and/or for the demolition of any illegal structures erected thereon;
- (m) at any time before the expiration or sooner determination of the Term to detach, remove and take away at its own cost any machinery, plant, equipment or such other items belonging to the Lessee which is capable of being removed without causing any damage to the Premise or any buildings or structures thereon and which may at any time have been placed by the Lessee upon the Premise;
- (n) shall insure and shall at all times during the Term hereby created maintain a valid insurance policy against any damage, malicious damage, loss or injury which may occur to the Premise by or arising out of and/or in carrying out the Project, copies of which shall be produced and shown to the Lessor upon request, and not to do or allow or permit to be done any act or thing which may render the terms of any policy of insurance taken out pursuant to this Agreement, to become void or liable to be set aside or insurance premium to be increased; and
- (o) not to place or permit to be placed on the fences, walls, buildings or other structures on the Premise any advertisement, nor to erect any hoarding or other structure for placing such advertisements thereon, unless with the prior written approval of the Lessor.

5. ASSIGNMENT AND SUB-LETTING

Neither the Lessor nor the Lessee shall assign this Agreement, or sub-let or grant any license to use the Premise or any part thereof to any third party. An assignment, sub-letting or license to any third party or an assignment or sub-letting by operation of law shall be absolutely null and void.

6. COVENANTS BY THE LESSOR

The Lessor covenants and undertakes with the Lessee that:

- (a) the Lessor shall provide all necessary assistance to the Lessee to effect the registration of the Lease in accordance with the provision of the National Land Code 1965; and
- (b) the Lessee shall peaceably and exclusively hold the Premise for the purposes of the

Project including but not limited to use and occupy the Premise for the purposes of carrying out the Project, without any disturbance or interruption by the Lessor or any person claiming through the Lessor provided that the Lessee pays the Rent, observes and performs the covenants on its part herein contained.

7. TERMINATION

This Agreement may be terminated by either Party giving to the other thirty (30) days prior written notice in any of the following situations:

- (a) any breach by either Party of any material terms or conditions of this Agreement, subject to a prior written notice being given by the other Party to such Party to remedy any such breach within thirty (30) days;
- (b) the termination of the REPPA;
- (c) the assignment, novation, and/or transfer of the Project, and/or the assignment, novation, and/or transfer of the Feed-In Approval to any party due to the occurrence of an event of default under the REPPA;
- (d) any bankruptcy or insolvency proceeding initiated against the Party by any third party which is not dismissed within thirty (30) days from the date of service of summons on that Party by the court; or
- (e) the commission of any crime, breach of regulation by either Party in connection with this Agreement or any act or omission which seriously affects the interest of the other Party.

7A. CONSEQUENCES OF TERMINATION

In the event that this Agreement is terminated pursuant to clause 7 herein:

- (a) the Premise and/or any interest therein shall revert to or be vested in the Lessor at no cost and expense to the Lessor;
- (b) the Lessor may at any time re-enter the Premise or any part thereof and take possession of the Premise;
- (c) the Deposit shall be returned to the Lessee, without interest, and less any set off for damages to the Premise and/or any failure of the Lessee to perform the covenants under clause 4; and
- (d) the termination of this Agreement shall not affect the rights and liabilities of the Parties which have accrued as at the date of the termination.

8. WAIVER

Failure or neglect by either Party to enforce at any time any of the provisions hereof shall not be construed, nor shall be deemed to be, a waiver of that Party's rights hereunder, nor in any way affect the validity of the whole or any part of this Agreement, nor prejudice that Party's rights to take subsequent action.

9. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties in relation to its subject matter and supersedes all prior agreements and understandings whether oral or written with respect to that subject matter and no variation of this Agreement shall be effective unless reduced to writing signed by or on behalf of a duly authorised

representative of each of the Parties hereto.

10. SEVERABILITY

The invalidity or unenforceability of any portion or terms and conditions of this Agreement shall in no way affect the validity or enforceability of any other portion or terms and conditions hereof. Any invalid or unenforceable portion or terms and conditions shall be deemed severed from this Agreement, and the Lessor and the Lessee shall negotiate in good faith to agree to a similar portion or terms and conditions which legally sets forth the original intent of the Parties, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable terms and conditions.

11. LAW

The Parties hereby agree that this Agreement shall be construed in accordance with the laws of Malaysia and both Parties agree to submit to the jurisdiction of Malaysian courts.

12. NOTICE

(a) Except where otherwise provided herein, each communication (whether a demand, notice, request or otherwise) under or in relation to this Agreement shall be in writing and shall be sent by prepaid registered post or personal delivery. Each such communication to be given by a Party to the other Party under or in relation to this Agreement shall be sent to that other Party by registered post or personal delivery to that other Party's address as set out below or such other address as that other Party shall have notified the first-mentioned Party in writing or such usual address of that other Party last known to the first-mentioned Party:

LESSOR

Address:

Tel No:

Fax No:

LESSEE

Address:

Tel No:

Fax No:

13. MODIFICATION

No modification, variation or amendment of this Agreement, the schedules or the appendices hereof shall have any legal effect and force unless such modification, variation or amendment is in writing, consented and executed by the Parties.

14. COSTS

The Lessee shall bear the stamp duty payable on this Agreement and all the registration fees, stamp duty and other costs payable in respect of the lease, the presentation of documentation in relation to the Agreement and the preparation and submission of the

prescribed form pertaining to the lease. Each Party hereto shall pay their own costs and expenses incidental to the negotiation, preparation and execution of this Agreement.

15. TIME

Any date or period mentioned in this Agreement may be extended by agreement between the Parties hereto, failing which, in relation to any such date or period, time shall be of the essence of this Lease Agreement.

16. SURVIVAL OF CLAUSES

The Parties hereto agree that the obligations of the Parties under clauses 8, 11, 12, 13, and 14 shall continue and survive the termination of this Agreement and be enforceable at law and equity at all times.

17. NO PARTNERSHIP

Nothing in this Agreement shall constitute or be deemed to constitute a partnership between any of the Parties hereto and none of them shall have any authority to bind the other in any way.

18. SUCCESSORS BOUND

This Agreement shall bind the Parties hereto and their successors in title.

IN WITNESS WHEREOF, the Parties have caused these presents to be duly executed:

Signed by)
For and on behalf of the Lessor)

In the presence of:)
)
)
Designation:)
NRIC No:)

Signed by)
For and on behalf of the Lessee)

In the presence of:)
)
)
Designation:)
NRIC No:)

Schedule 1
Land/ Premise Title

Schedule 2 Project Plans