

**ABN AMRO –
MALIHOM
ARTIST IN RESIDENCE
("AiR")
PROGRAM**

**OF THE
WAWASAN OPEN UNIVERSITY**

LICENSE AGREEMENT

(For Non-Exclusive Or Shared Occupation)

License Agreement for non-exclusive or shared occupation of Malihom Estate

THIS AGREEMENT is made the day of BETWEEN (1) Malihom Sdn Bhd (88297-V) (formerly known as Tonyee Sdn Bhd) whose registered office is at 51-23 Menara BHL, Jalan Sultan Ahmad Shah, 10050 Penang whose registered office is at ('MALIHOM') and (2) (licensee) of (address) 'The Artist'

WHEREAS

MALIHOM is the registered leaseholder of a retreat known as Malihom Estate built and erected on all those pieces of land known as Lot Nos. 831,833,834,835, 1109, 1110 and 1111, Tempat Pondok Upeh, Mukim 6, Daerah Barat Daya, Pulau Pinang bearing title reference Geran Mukim Nos. GM563, 72, 73, 74, 45212, 730 AND 731 respectively ("Malihom Estate")

.....("The Artist") is one of the Successful Applicants.

MALIHOM has developed Malihom Estate into a retreat and nature sanctuary and has recently built two studios and a gallery cum workroom, the particulars of which are described in The ABN AMRO-Malihom Artist In Residence Program's Information, Guidelines and Policies

MALIHOM is a party, together with ABN-AMRO Bank Malaysia Bhd ("ABN AMRO"), Wawasan Education Foundation ("WEF") and Wawasan Open University ("WOU"): to a project known as "ABN AMRO-Malihom Artist in Residence Program ("AiR Program") being one of WOU's academic and cultural programs

Pursuant to the AiR Program, MALIHOM has agreed to accommodate from time to time, Successful Applicants under the AiR Program

MALIHOM now grants The Artist a non-exclusive license to occupy and to use those parts of Malihom Estate (as delineated in red in Annexure A attached herein) on the terms and conditions appearing herein

NOW IT IS AGREED as follows:

1 Definitions

In this Agreement:

- 1.1 'the License' means the license to occupy conferred by this Agreement;
- 1.2 'Malihom Estate' means MALIHOM's property known as Lot Nos. 831,833,834,835, 1109, 1110 and 1111, Tempat Pondok Upeh, Mukim 6, Daerah Barat Daya, Pulau Pinang bearing title reference Geran Mukim Nos. GM563, 72, 73, 74, 45212, 730 AND 731 respectively;

- 1.3 'the Studio' means such room(s) on Malihom Estate as are from time to time allotted by MALIHOM to The Artist; and
- 1.4 'the Contents' means the furniture and furnishings used by The Artist from time to time in accordance with the latest inventory signed by MALIHOM and The Artist.

2 Declaration

This Agreement is not intended to confer exclusive possession upon The Artist nor to create the relationship of a landlord and a tenant between the parties and The Artist shall not be entitled to an assured tenancy or a statutory periodic tenancy under any statutory enactment or to any other statutory security of tenure now or upon the determination of the License.

3 Sharing Agreement

MALIHOM permits The Artist to share the occupation of that part of Malihom Estate and in particular the Studio with such person or persons as MALIHOM may decide and to use MALIHOM's furniture and furnishings in the Studios together with an inventory of which is attached or will be prepared by MALIHOM and signed by him and The Artist on each occasion that The Artist is required to move into another room for such period as MALIHOM may in its sole and absolute discretion allow.

4 Conditions of License

The grant of the non-exclusive license by MALIHOM to The Artist is subject to the following conditions:

- 4.1 The Artist shall be solely responsible for his own properties and belongings during his stay at Malihom Estate; and
- 4.2 The Artist shall not either during or after his stay at Malihom Estate give any interview, written or otherwise, unless prior written consent is provided by the Arts Committee of the Air Program, which in any way touches on his stay at Malihom Estate and/or his experiences with the AiR Program, which can be construed or read to give either Malihom Estate, Wawasan Education Foundation, Wawasan Open University, ABN-AMRO Bank, AiR Program's sponsors and/or the AiR Program any negative coverage whatsoever.
- 4.3 The Artist acknowledges that The Artist has read, understood, accepted and is in agreement with all other terms, conditions and requirements contained in The ABN AMRO-Malihom Artist In Residence Program's Information, Guidelines & Policies Agreement.

5 Keys

- 5.1 MALIHOM shall issue to The Artist one set of keys to the Studios;
- 5.2 If The Artist loses a key MALIHOM will replace it upon The Artist paying the cost of having a replacement cut; and

5.3 MALIHOM shall retain its own set of keys and they and any persons authorised by them (including other grantees of the use of the Studios) may exercise the right to use these keys and obtain free entry to the Studios at any time having first given The Artist notice. MALIHOM shall be entitled to enter into the Studios without giving notice in circumstances where in MALIHOM's opinion, there is clear and present danger that may befall either The Artist, the Studios and/or the Furniture and Fittings **OR** if The Tenant has been continually absent from the Studios for more than seven (7) days without informing MALIHOM of his intended whereabouts during that period of his absence.

6 Access and use of facilities

The Artist shall have the right to use the area as delineated in red in Annexure A attached herein only in common with MALIHOM and the other licensees of MALIHOM. The Artist is not permitted to use the grounds and amenities of the Retreat unless an invitation in writing has been extended by the Owner on a time to time basis

7 Insurance and Indemnity

MALIHOM will arrange a limited insurance coverage for The Artist, the details of which are attached as as annexure B "Insurance Policies". If The Artist deems that the insurance coverage is insufficient, The Artist shall be solely responsible, at his own cost and expense, for arranging for such additional insurance coverage as he deems necessary. The Artist irrevocably accepts that he shall indemnify and shall not make any claim or take any action whatsoever against MALIHOM, ABN-AMRO Bank, Wawasan Education Foundation, Wawasan Open University, its sponsors, guests, visitors, its agents, directors or employees for any accidents, loss or damage to property or reputation, loss of creativity or motivation for work, negligence, injuries, illness, or suffering that The Artist may suffer during the duration of or immediately after The Artist's stay at Malihom Estate.

8 Amicable sharing

The Artist shall use his best endeavours to share the use of the Studio and Malihom Estate amicably and peaceably with MALIHOM and with such other licensees as MALIHOM shall from time to time permit to use those parts of Malihom Estate and shall not interfere with or otherwise obstruct such shared occupation in any way whatsoever.

9 The Artist to keep Studio clean

The Artist promises to and will ensure that he keeps the Studio and all other shared parts of Malihom Estate used by The Artist in good and clean condition and shall immediately make good any damage caused by him.

10 Contents

The Artist promises to and will ensure that he keeps the Contents in good condition and shall not remove any Contents from the Studios and shall make good all damage to the Contents and at his own cost and expense, replace the damaged content with articles of a similar kind and value as may be reasonably requested by MALIHOM.

11 Rubbish

The Artist promises to and shall ensure that all rubbish is disposed of properly in the rubbish bin(s) provided by MALIHOM.

12 Services

MALIHOM shall provide the following services for The Artist in respect of Malihom Estate:

- 12.1 landscaping and garden maintenance;
- 12.2 provision of cleaning services for the common areas around the studios and the Gallery;
- 12.3 minimal security services in such form, duration and consistency as MALIHOM may in its sole discretion decide; and
- 12.4 such other general labour as MALIHOM may from time to time deem necessary.

13 Determination

This License may be cancelled, terminated or revoked:

- 13.1 by MALIHOM giving to The Artist not less than 1 weeks' notice in writing served at any time and without having to assign any reason whatsoever;
- 13.2 by The Artist's contract participating in the AiR Program being prematurely terminated
- 13.3 in respect of the occupation of any particular part of Malihom Estate by MALIHOM giving written notice directing The Artist to use another part thereof subject to The Artist having 72 hours to remove his personal effects to the substituted part of Malihom Estate;
- 13.4 by MALIHOM if The Artist is in breach of any condition of this Agreement but without prejudice to any other remedies of MALIHOM in respect of the breach;

14 The Artist to vacate the Studios upon determination of License

Upon determination of the License The Artist shall immediately cease to be entitled to use the Studio and Malihom Estate and shall vacate the Studio leaving it clean and tidy and The Artist shall then immediately return all the keys to the Studio to MALIHOM.

15 The Artist's additional obligations

The Artist hereby covenants with MALIHOM as follows:-

- 15.1 not to make or permit or suffer to be made any alterations in or additions to the Studios or any part of Malihom Estate without the prior consent of MALIHOM being had and obtained and if such consent is given all expenses incurred for the alteration shall be borne by The Artist absolutely;

- 15.2 not to assign or sublet the whole or any part of Malihom Estate;
- 15.3 not to do or permit to be done to Malihom Estate anything which will or may infringe any law or acts of the government municipality or any other competent authority affecting Malihom Estate;
- 15.4 yield up the Studios at the termination of this Agreement or upon revocation of the licence in such state or repair conditions order of preservation as shall be in accordance with The Artist's covenants;
- 15.5 to indemnify MALIHOM and its agents from any and all claims, charges, losses or liability whatsoever and howsoever arising as a result of The Artist's use of Malihom Estate;
- 15.6 not to store or bring onto Malihom Estate any articles of a specially combustible inflammable or dangerous nature and not to do or permit or suffer to be done anything by reason whereof any insurance effected on Malihom Estate may be rendered void or voidable or whereby the rate of premium thereon may be increased and to comply with all recommendation of the insurers as to fire precaution relating to Malihom Estate;
- 15.7 not to use or permit or suffer the premises or any part thereof to be used for any illegal or immoral purpose and not to do or permit or suffer on the premises any act or thing which shall or may be or become a damage, nuisance annoyance or inconvenience to MALIHOM or to the occupiers of any other part of Malihom Estate or any adjacent property; and
- 15.8 not to erect any other building structure wire or post on Malihom Estate and not to make or suffer to be made any alteration in or addition thereto nor to cut maim or injure or suffer to be cut maimed or injured any of the roofs walls timbers wires pipes drains appurtenances fixtures or fittings thereof without the prior written consent of MALIHOM first being had and obtained.

16 Acknowledgments

- 16.1 This Agreement embodies the entire understanding of the parties relating to the Studios and Malihom Estate and to all the matters dealt with by any of the provisions of this Agreement;
- 16.2 In particular and without prejudice to the generality of the foregoing The Artist acknowledges that he has received a copy of this Agreement and The ABN AMRO-Malihom Artist In Residence Program's Information, Guidelines and Policies prior to signing agreements and has had the opportunity of taking legal advice on it and has read and understood it and acknowledges that the Studios and all parts of Malihom Estate will be shared with MALIHOM and other persons to whom MALIHOM grants a license and that he shall not have exclusive possession of the Studios or any part of Malihom Estate under any circumstances;

(the remainder of this page is intentionally left blank)

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

SIGNED by)
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for and on behalf of)
MALIHOM in the presence of:-)
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SIGNED by The Artist in)
the presence of:-)
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