



12 June 2024

From:
PT Griya Usaha
Sahid Sudirman Center Lantai 16
Jl. Jend. Sudirman Kav. 86 Jakarta 10220

To:
PT Arupa Cloud Nusantara
Eighty Eight Kasablanka Lantai 18
Jl. Casablanca Raya Kav. 88
Jakarta 12870

Attn.: Bapak Reza Alvin Adhitya

Private & Confidential, Subject to Contract

SUBJECT : LETTER OF OFFER TO LEASE SPACE AT SOUTH QUARTER TOWER A

Dear Bapak Reza,

In response to your letter of interest in renting office space on the 9th floor, units G & I of South Quarter, we are providing our response through the following offer letter with the details outlined below:

1. Description of Premises

Floor / Unit	Size (sqm semi gross)
9 / G	244.45
9 / I	39.61
Total	284.06

Area of the Premises is subject to final measurement on site by the Landlord and the Tenant, which shall bind both parties.

2. Lease Term

- 2.1 Lease Period : 60 (sixty) months
- 2.2 Lease Commencement Date : 1 September 2024
- 2.3 Lease Expiry Date : 31 August 2029

Jakarta Office
Sahid Sudirman Center 16th Floor
Jl. Jend Sudirman Kav 86, Jakarta 10220
p +6221 2788 9550 f +6221 2788 9540

PT GRIYA USAHA
www.sudamalaresorts.com
BALI • LOMBOK • FLORES

Bali Office
Jl Sudamala No 20, Sanur, Bali 80227
p +62361 288 555 f +62361 288 333
e info@sudamalaresorts.com



GRIYASA

- 3. Fit Out**
- 3.1. Fit Out Period : 2 (two) months from the Hand Over Date and, during this period, Base Rent will not be applicable and Service Charge will be applicable at 50% (fifty percent) rate. Electricity and water will be charged according to building Fit Out Regulation.
- 3.2. Hand Over Date : 1 July 2024.
- 3.3. Hand Over Condition : The Premises shall be handed over in bare condition according to standard building specifications.
- 4. Base Rent**
- 4.1. Base Rent Rate : Unit G
Y1-Y3: IDR 180,000 per sqm semi gross per month
Y4-Y5: IDR 198,000 per sqm semi gross per month

Unit I
Y1-Y3: IDR 140,000 per sqm semi gross per month
Y4-Y5: IDR 154,000 per sqm semi gross per month.
- 4.2. Rental Payment Terms. : Quarterly in advance.
- 4.3. Rent Commencement Date : On the Lease Commencement Date.
- 5. Service Charge**
- 5.1. Service Charge Rate and Components : According to the Building Management rules and regulation.
- 5.2. Service Charge Payment Terms : Quarterly in advance.
- 5.3. Service Charge Commencement Date : On the Handover Date.
During the Fit-Out Period the Service charge shall be applicable at a 50% (fifty percent) rate. Full rate Service Charge shall be applicable starting from the Lease Commencement Date.



GRIYASA

6. Taxation

- : Base Rent, Service Charge and all any other payment are subject to the applicable VAT and withholding tax referring to Indonesia law and regulations.

7. Booking Deposit / Security Deposit

- : Once both parties have agreed with the terms and conditions and signed this Letter of Offer, the Tenant is obliged to fulfil the payment of an amount equivalent to 3 (three) months Base Rent plus Service Charge as the Booking Deposit to the Landlord account.

Upon execution of the Lease Agreement by both parties, the Booking Deposit payable above shall be converted into Security Deposit.

This Security Deposit will be fully refundable, interest free, on the Lease Expiry Date provided the Tenant has complied with all the terms and conditions of the Lease Agreement.

8. Parking Space

- : The Tenant is entitled to:
- 1 (one) unreserved parking lot is free of charge for cars (2 license plates to be alternated).
 - 1 (one) temporary parking is subject to the applicable parking rates. For this temporary parking, Building Management charge a parking deposit fee of Rp1.000.000 (One Million Rupiah). This deposit can be refunded upon termination of the subscription.

Applicable parking charges and additional parking will be subject to availability and in accordance to the Building Management rules and regulation.

9. Telephone, Building Normal Office Hours, Overtime Charge

- : The deposit & activation cost for telephone, Building Normal Office Hours and Overtime Charge shall be subject to the Building Management rules and regulation.

10. Option to Renew

- : The Tenant shall have 2 (two) options periods to renew the lease of the Premises for a period of 3 (three) years per term with the latest 3 months prior written notice to the Landlord.



GRIYASA

The Landlord shall provide the proposed renewal Base Rent in writing to the Tenant within 10 (ten) calendar days upon receiving such written notice to renew from the Tenant.

The Base Rental of each renewal shall be subject to a review based on the then prevailing market rental rate and limited to a maximum increase of 10% (ten percent) from the then passing base rent for the first renewal period with reasonableness at that time.

For the second renewal period, maximum of 10% (ten percent) from the first renewal period shall also be applied with reasonableness at that time.

- 11. Assignment / Subleasing** : The Tenant shall be permitted to assign, sublease part or whole of the Premises to subsidiary company of the Tenant, without prior written consent from the Landlord.
- 12. Premises Reinstatement** : At the end of lease period, the Tenant shall reinstate the Premises to standard bare condition.
- 13. Ownership Guarantee** : In the event there is any change of ownership during the Tenant's tenancy, the Landlord warrants that all terms and conditions in the Tenant's existing lease shall remain the same and applicable.
- 14. Standard Lease Agreement** : The Landlord will provide draft of Standard Lease Agreement upon signing of LOI/LOO and the Lease Agreement shall incorporated the agreed terms and conditions stipulated in the LOI/LOO.
- 15. Right of First Refusal** : The Tenant shall have the option to purchase the unit(s) at any point in the future during the tenancy. The Purchase Price shall be subject to negotiation between The Tenant and The Landlord at the time.

The Landlord hereby grants the Tenant a right of first refusal to purchase the leased unit(s), subject to the terms and conditions set forth herein.



GRIYASA

In the event that the Landlord receives a bona fide offer from a third party to purchase the property, which the Landlord desires to accept, the Landlord shall provide written notice to the Tenant of such offer. The notice shall include the price and terms of the offer.

Upon receipt of the notice of the offer, the Tenant shall have the right to purchase the property on the same terms and conditions as set forth in the offer.

The Tenant shall have a period of 15 (fifteen) calendar days from the date of receipt of the written notice to notify the Landlord in writing of the Tenant's intention to exercise the right of first refusal.

If the Tenant exercises the right of first refusal within the response period, the Tenant and the Landlord shall proceed to enter into a purchase agreement on the same terms and conditions as the offer, unless otherwise agreed by both parties, subject to applicable law.

If the Tenant does not exercise the right of first refusal within the response period, the Landlord may proceed to sell the property to the third party on the terms and conditions set forth in the offer, free of any further obligation to the Tenant under this clause.

If the Landlord does not sell the property to the third party on the terms and conditions set forth in the offer, any subsequent offer received by the Landlord shall be subject to the Tenant's right of first refusal under the same terms as provided in this clause.

In the event that The Tenant and The Landlord agree to a sale of the unit(s), The Tenant shall be able to offset all past rental payments against the Purchase Price.



GRIYASA

16. Other Conditions

⦿ This letter is non-binding. The lease of the Premises will be conditional upon:

1. Tenant 's formal management approval;
2. Execution of a formal Lease Agreement;

Landlord will temporarily reserve the Premises for the Tenant and will not offer the Premises to other prospective during the negotiation process.

This concludes the Letter of Offer. We hope that we can reach an agreement and mutual approval soon.

Thank you.

Yours sincerely,

Ronaldi Machmud
Director, PT Griya Usaha

Accepted and approved,

Reza Alvin Adhitya
CEO, PT Arupa Cloud Nusantara

Cc:

1. Yonas Tantono
2. Anawi Widjaja