

ORIGINAL

Dated this

day of

13 SEP 2024

, 2024

BETWEEN

JYM MARKETING SDN. BHD.

.... the Landlord

AND

CONNOISSEUR PROPERTIES SDN. BHD.

.... the Tenant



A TENANCY AGREEMENT

LOT NO. 4.29/4.29A/4.30A, LEVEL 4, PLAZA PELANGI

H. K. YOONG
Advocates & Solicitors
48-01 Susur Larkin Perdana 2
Jalan Persiaran Larkin Perdana
80350 Johor Bahru

Tel : 07 – 2326 388

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Ref : YHK/T220/2409



KERAJAAN MALAYSIA

IBU PEJABAT
LEMBAGA HASIL DALAM NEGERI MALAYSIA
MENARA HASIL
PERSIARAN RIMBA PERMAI
CYBER 8, 63000 CYBERJAYA
SELANGOR DARUL EHSAN



SIJIL SETEM

ASAL

STAMP CERTIFICATE

(Sila lekatkan sijil setem ini ke atas surat cara sebagai bukti penyeteman)
Please attach this stamp certificate to the instrument as evidence of stamping

Cara Bayaran *Payment Method*

FPX TRANSACTIONS

No. Adjudikasi *Adjudication No.*

L01F0BEAD0XJ001

Jenis Surat Cara

PERJANJIAN SEWA

Type Of Instrument

SURAT CARA UTAMA

Tarikh Surat Cara

13/09/2024

*Date Of Instrument*Balasan *Consideration*

RM 0.00

Maklumat Pihak Pertama / Penjual / Pemberi *First Party / Vendor / Transferor / Assignor*

JYM MARKETING SDN. BHD., (814076-V, 200801012788)

Maklumat Pihak Kedua / Pembeli / Penerima *Second Party / Purchaser / Transferee / Assignee*

CONNOISSEUR PROPERTIES SDN. BHD., (521770-M, 200001019163)

Butiran Harta / Suratcara *Property / Instrument Description*

LOT NO. 4.29/4.29A/4.30A, LEVEL 4, PLAZA PELANGI, 2 JALAN KUNING, TAMAN PELANGI, JOHOR
BAHRU, 80400, JOHOR

Dengan ini disahkan surat cara ini disetem dan diindors seperti maklumat di bawah:

This is to certify this instrument is stamped and indorsed as below:

No. Sijil Setem <i>Stamp Certificate No.</i>	J0019A241054731
Tarikh Penyeteman <i>Date of Stamping</i>	19/09/2024
Duti Setem Dikenakan <i>Amount of Stamp Duty</i>	RM 2,774.00
Penalti <i>Penalty</i>	RM 0.00
Pelarasan <i>Adjustment</i>	RM 0.00
Jumlah Dibayar <i>Total Amount Paid</i>	RM 2,774.00
Indorsemen <i>Indorsement (Aka' Setem 1949)</i>	Seksyen 37




Pemungut Duti Setem

No. Kelulusan Perbendaharaan *Treasury Approval No.* : KK/BSKK/10/600-2/1/2(60)Tarikh Cetak *Printed Date* : 19/09/2024 12:18:01

Pengesahan ketulenan Sijil Setem ini boleh dipastikan di stamps.hasil.gov.my atau melalui aplikasi telefon pintar

The authenticity of this Stamp Certificate can be verified at stamps.hasil.gov.my or by mobile app

Ini adalah cetakan komputer dan tidak perlu ditandatangani

This is a computer generated printout and no signature is required

--- tamat/end ---

A TENANCY AGREEMENT made the day in the year stated in Section 1 of First Schedule,

BETWEEN

JYM MARKETING SDN. BHD. [Co. No. 814076-V (200801012788)], a company incorporated under the Companies Act 2016 and having its place of business at Suite 3.5A Level 3 Menara Pelangi, No. 2 Jalan Kuning, Taman Pelangi, 80400 Johor Bahru, Johor (hereinafter "the Landlord") of the one part,

AND

The party whose name and particulars are stated in Section 2 of First Schedule (hereinafter "the Tenant") of the other part.

WHEREAS:

- A. The Landlord is the head tenant of the area delineated in red on the Floor Plan appended hereto as Appendix A and more particularly described in Section 3 of First Schedule (hereinafter "the Demised Premises") being part of a shopping cum commercial centre known as "PLAZA PELANGI" (hereinafter "the Complex") by virtue of a tenancy granted by PNB Commercial Sdn. Berhad (Co. No. 200001015419) (hereinafter "the Proprietor").
- B. The Landlord has agreed to let and the Tenant has agreed to rent the Demised Premises together with the use and enjoyment in common with other persons entitled thereto of the Common Areas upon the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:-

1.01: DEFINITIONS AND INTERPRETATION

In this agreement, unless the context expressly or impliedly indicates or provides otherwise:-

- (a) words importing the masculine gender include the feminine and neuter gender and vice versa;
- (b) words applicable to natural persons shall be applicable to any persons, company, body corporate, firm or partnership, corporate or unincorporated and vice versa;
- (c) words in the singular include words in the plural and words in the plural include the singular;
- (d) "the Landlord" shall include its agents, servants, assigns and/or employees of the same;
- (e) "the Tenant" shall include its agents, servants, employees, invitees, contractors, licensees, assigns and/or sub-tenants (if applicable) of the same and where there are two or more persons included in the expression "the Tenant", covenants expressed to be made by the Tenant shall be deemed to be made by such persons jointly and severally;
- (f) "the tenancy" means the term of tenancy hereby created;
- (g) "Common Areas" means in relation to the Complex:
 - (i) such portions of the Complex excluding the car park area which is not shown nor is capable of being shown as a parcel in the storey plan;
 - (ii) foundations, columns, gardens, beams, supports, outer walls, lobbies, corridors, stairways for escapes, entrances, exits, roads, driveways, footpaths, drains and culverts;
 - (iii) central and appurtenant installations for services such as power, lights, and air conditioning; and
 - (iv) escalators, lifts, motor fans, compressors, fixtures, fittings, piping ducts and in general all apparatus fittings, fixtures and installations;
- (h) "Business Days" means all days of a week and includes public holidays;
- (i) "Business Hours" means the time from 10.00 am to 10.00 pm of Business Days;
- (j) "Appropriate Authority" means any authority for the time being authorized under any written law in force in Malaysia to, including but not limited to, issue permits, licenses or consents and to enforce any other laws related thereto and

Tenant's Initials:7.....

includes any corporation or private agency licensed by the Appropriate Authority to provide water, electricity, sewerage services and other related services;

- (k) "Schedule" refers to a schedule appended hereto;
- (l) any covenant by the Tenant not to do any act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done and to use its best endeavors to prevent such act or thing being done by a third party; and
- (m) any reference to the Demised Premises shall in the absence of any provision to the contrary include any part or parts thereof.

2.01: TENANCY

IN CONSIDERATION of the several covenants and stipulations on the part of the Tenant, the Landlord hereby lets to the Tenant the Demised Premises on an "as is where is" basis together with the use and enjoyment during Business Days and Business Hours in common with other persons entitled thereto of the Common Areas (subject to the absolute control and discretion of the Proprietor and to their availability and their not having been converted to some other use or purposes by the Proprietor) for a term stated in Section 4 (a) of First Schedule commencing from the commencement date as stipulated in Section 4 (b) of First Schedule (hereinafter "the Commencement Date") and expiring on the Expiry Date stipulated in Section 4 (c) of First Schedule, with the option for renewal as herein stated (if any), upon and subject to the terms and conditions hereinafter appearing.

2.02: MONTHLY RENTAL & TAXES

- (a) The Tenant shall pay to the Landlord the monthly rental specified in Section 5 of First Schedule (hereinafter "the Monthly Rental") in advance on or before the seventh (7th) day of each and every month.
- (b) The Monthly Rental does not include any Goods and Services Tax, Service Tax, Value Added Tax, Custom and Excise Duty or any other form of tax, levy, rate, charge or whatsoever of the like nature; in the event the same shall become payable on any part of the monies payable herein and has not been expressly made payable by the Landlord herein before, the same shall be paid by the Tenant together with such money.
- (c) The Tenant shall pay the Landlord the said taxes upon receipt of an invoice in respect of the taxable money, failing which the Tenant shall also be liable to pay the Landlord for any fine or penalty as a result thereof, and shall indemnify and keep indemnified the Landlord of the same and any claim, loss and damage in connection with or in respect thereto.
- (d) Each of the parties hereto shall do all things, including providing invoices or other documents in such form and detail that may be necessary to enable or assist the other party to claim or verify any input tax credit, set off, rebate, reimbursement or refund in relation to any tax payable under this agreement.

2.03: THE DEPOSIT, FEES, ATTENDANCE COST & ADVANCE RENTAL

- (a) Deposit & its Components

The Tenant shall on or before the execution of this agreement pay to the Landlord:-

- (i) a security deposit as stipulated in Section 6 (a) of First Schedule (hereinafter "the Security Deposit"), being the component for securing the full payment of the Monthly Rental;
- (ii) a utility deposit as stipulated in Section 6 (b) of First Schedule (hereinafter "the Utility Deposit"), being the component for securing the full settlement of the utility charges;
- (iii) a restoration deposit as stipulated in Section 6 (c) of First Schedule (hereinafter "the Restoration Deposit"), being the component for securing the restoration of the Demised Premises to its original condition upon expiry or determination of the tenancy;
- (iv) a fit-out deposit as stipulated in Section 6 (d) of First Schedule (hereinafter "the Fit-out Deposit"), being the component for securing the carrying out of the fit-out/renovation works on the Demised Premises in accordance with the fit-out/renovation plans approved by the Landlord;
- (v) a mailbox deposit as stipulated in Section 6 (e) of First Schedule (hereinafter "the Mailbox Deposit"), being the component for securing the proper use and maintenance of the mailbox; and

the above deposits together constitute a single deposit (hereinafter "the Deposit") for securing the due observance and compliance by the Tenant of the several stipulations and obligations on the part of the Tenant herein and the various parts are laid out herein for the mere demonstration of the computation of the Deposit; and notwithstanding the differing nature of the various parts, every part of the Deposit is a security for the due observance and compliance of the entire agreement.

(b) Fees & Attendance Cost

Simultaneous to the payment of the Deposit, the Tenant shall also pay to the Landlord the followings:

- (i) a mailbox fee as stipulated in Section 6 (f) of First Schedule (hereinafter "the Mailbox Fee"), being charges for the use of a mailbox for the mail service to the Demised Premises;
- (ii) an administrative fee as stipulated in Section 6 (g) of First Schedule (hereinafter "the Administrative Fee"), being charges for the administrative works on the fit-out/renovation works and the Demised Premises; and
- (iii) an attendance cost as stipulated in Section 6 (h) of First Schedule (hereinafter "the Attendance Cost"), being charges for the use of electricity, water, lifts and other amenities provided to the Tenant during the fit-out/renovation period.

(c) Advance Rental

The Tenant shall on or before the execution of this agreement pay to the Landlord one Monthly Rental in advance as stipulated in Section 6 (i) of the First Schedule.

(d) Refund of Deposit

Upon due observance and performance of this agreement and upon the Tenant quitting and delivering up vacant possession of the Demised Premises to the Landlord in accordance with the stipulations and covenants on the part of the Tenant, the Deposit shall be returned to the Tenant free of interest.

(e) Increase of Deposit

The Landlord shall have the absolute discretion to increase the Deposit at any time and from time to time by such sum(s) as the Landlord shall in its sole discretion deem fit and such decision to increase shall be final and binding on the Tenant as to the increase payable; and the Tenant shall pay such increase within seven (7) days upon receipt of any written notice for the same.

(f) Insufficiency of Deposit

In amplification of and not in derogation of any other rights and or remedies which the Landlord may have under the provisions of this agreement, the Tenant shall indemnify keep indemnified and reimburse the Landlord against any payment made or any outgoings paid by the Landlord in the event the Deposit (or any part thereof) are insufficient for the purpose stipulated herein.

(g) No Refund of Fees & Attendance Cost

The Mailbox Fee, Administrative Fee and Attendance Cost are payments for consideration now provided for or work done and are therefore not refundable under any circumstance whatsoever be it at the expiry or in the event of termination of this agreement.

2.04: INTEREST

In the event any Monthly Rental or any other money due to the Landlord under this agreement shall remain unpaid for seven (7) days after the same shall become payable (whether formally demanded or not), in addition to and without derogating from any other right accruing to the Landlord, the Landlord shall be entitled to charge interest on such money at the rate of **two per cent (2%)** per month calculated on a daily basis (or at such other rate as the Landlord may in its absolute discretion determine from time to time by written notice to the Tenant) from the date such money becomes due to the date of actual payment in full before and after judgment.

2.05: FIT-OUT/RENOVATION PERIOD

- (a) The Tenant shall carry out and complete the fit-out/renovation works and stocking-up within THIRTY (30) DAYS from the Commencement Date (hereinafter "the renovation period").

- (b) The renovation period shall be free of the Monthly Rental PROVIDED in the event that the Tenant completes the fit-out/renovation works early and desires to commence business immediately, the Monthly Rental shall be payable by the Tenant on a prorated basis before the commencement of business.
- (c) The Tenant shall pay the Landlord the Attendance Cost for the use of electricity, water, lifts and other amenities provided during the renovation period and the same shall not be refundable under any circumstance whatsoever be it at the expiry or in the event of termination of the tenancy.
- (d) The Landlord shall be under no obligation to handover vacant possession of the Demised Premises to the Tenant until this agreement has been executed by the Tenant and the Tenant has paid all monies as required and fulfilled all of its obligations herein; any delay caused to the commencement or completion of fit-out/renovation works attributable to the Tenant's delay in its compliance with the aforesaid matters shall not affect, modify or exonerate the Tenant's liability under the tenancy.
- (e) The Landlord's approved representative may liaise with the Tenant regularly on the progress towards meeting the requirements of access, fitting out and commencement of business.
- (f) The Tenant may commence its business on the Demised Premises only when the fit-out/renovation works are completed to the approval and satisfaction of the Landlord.

2.06: FIT-OUT/RENOVATION WORKS

- (a) The Tenant shall at its own cost and expense carry out and complete fit-out/renovation works on the Demised Premises (hereinafter "the fit-out/renovation works") to the approval and satisfaction of the Landlord.
- (b) The Tenant shall not carry out any fit-out/renovation works at any time until and unless the fit-out/renovation plans are approved by the Landlord and the Appropriate Authority.
- (c) The Tenant shall read and fully understand the Fit-out/Renovation Guide and Fit-out/Renovation Schedule given to the Tenant and shall follow and ensure its contractor follow strictly the steps and procedures laid out therein.
- (d) The Tenant shall comply with the building by-laws and all relevant authorities' requirements in the execution of the fit-out/renovation works.

2.07: FIT-OUT/RENOVATION PLANS

- (a) For any proposed fit-out/renovation works, the Tenant shall submit TWO (2) sets of the fit-out/renovation plans (hereinafter "the fit-out/renovation plans") on the scale of 1:50 to the Landlord for approval prior to the commencement of the fit-out/renovation works on the Demised Premises.
- (b) Upon receipt of the Landlord's approval, the Tenant shall submit the fit-out/renovation plans to the Appropriate Authority for approval and the Tenant shall bear all charges, costs and expenses incurred in obtaining all such approval.
- (c) The Tenant shall reinstate the Demised Premises to their original and bare condition without any modification or addition whatsoever to the Landlord's satisfaction upon expiration or early determination of the tenancy.

2.08: CONTRACT DOCUMENTS

In addition to this agreement, the Tenant shall be bound by and shall observe and comply with the terms and conditions of the following documents and provisions in so far as the same are not inconsistent herewith or are applicable hereto with modification to the terms of the tenancy, namely:

- (a) such terms and conditions as the Proprietor may require of or impose on the Landlord from time to time and at any time; and
- (b) the Building Rules and Regulations.

3.01: TENANT'S COVENANTS

The Tenant hereby agrees and covenants with the Landlord as follows:-

- (a) Payment of Monthly Rental and other Monies
The Tenant shall pay the Monthly Rental and all other monies payable under this agreement promptly and punctually.
- (b) Payment of Utilities and Outgoings

- (i) The Tenant shall at all times bear and promptly pay for all application and connection fees, deposits, charges and outgoings and all taxes whatsoever payable for the installation and supply of water, electricity and telecommunication services, and for all sewerage service charges to the Demised Premises and for any additional and or upgrading of such services as may be required by the Tenant and for all charges for the disposal of refuse and or garbage and other charges whatsoever which are properly chargeable upon the Demised Premises and the Tenant shall forward copies of all receipts of such payment(s) to the Landlord within fourteen (14) days of the request, PROVIDED ALWAYS the Tenant shall not install, add, fix, remove and or vary any air-conditioning, ducts or units, electric points and or wiring or exhaust systems, safety, utility, communication and or any drainage or plumbing or other connections on or to the Demised Premises without the prior written consent of the Landlord AND FURTHER THAT all additions of air-conditioning ducts or units, electrical points or wiring or exhaust systems, safety, utility, communication or drainage or plumbing or other connections as may be approved by the Landlord shall be carried out in full compliance with all rules, regulations, by-laws and requirements of the Appropriate Authority and the Tenant shall remove and make good all damage or alteration caused by such additions upon the expiration or sooner determination of the tenancy;
 - (ii) the Tenant shall punctually pay for all charges incurred during the tenancy in respect of electricity utilized on the Demised Premises within seven (7) days of the bill or invoice;
 - (iii) the Tenant shall cause to be installed a separate meter for the Demised Premises to record the consumption of electricity at the Demised Premises and the Tenant shall pay for the installation and connection charges and all costs in connection therewith with the electricity deposit paid in the name of the Landlord; and
 - (iv) the Tenant shall punctually pay for all charges for telecommunication, water and other services supplied to or consumed on or for the benefit of the Demised Premises, if any, within seven (7) days of the bill or invoice PROVIDED that nothing herein contained shall be construed to impose on the Landlord any obligation to provide such telecommunication, water or other services.
- (c) **Penalty For Not Opening For Business**
- In the event the Tenant fails to open the Demised Premises for business from the Commencement Date in accordance with the Business Days and/or Business Hours EXCEPT during such days or times as approved by the Landlord in writing, the Landlord has the right to levy a penalty of RM500-00 for each day of such failure and the Tenant shall pay the same within seven (7) days of receipt of a written demand by the Landlord provided that nothing in this sub-section shall be construed as extinguishing the Landlord's right of termination of this agreement and forfeiture.
- (d) **Business Hours**
- (i) The Tenant shall at all times during Business Hours, and at such other times as the Landlord shall from time to time prescribe or require, keep the Demised Premises and all entrances thereto, open for business and shall at all such times keep the Demised Premises including the shop-front and all display windows and signs erected within, well lit and fully illuminated.
 - (ii) The Tenant shall not obscure, cover or obstruct or allow to be obscured, covered or obstructed any of the entrances, windows, glass, walls or lights in the Demised Premises or the Complex.
- (e) **Renovation**
- (i) The Tenant shall not damage, cut or alter any of the walls, ceiling, partitions, timber or floors, wiring or pipes of the Demised Premises and/or make or permit or suffer to be made any demolition, addition or alteration in or to the Demised Premises or the Landlord's fixtures and fittings or any part(s) thereof or in the layout or arrangement of the Demised Premises or damage, mark or deface the Demised Premises or the Complex and the Tenant shall not affix, paint or otherwise exhibit on the Demised Premises or any part thereof any signboard, name plate, placard, advertisement, poster or other thing whatsoever without the prior written consent of the Landlord and, if necessary, the Appropriate Authority. In seeking the Landlord's written consent, the Tenant shall submit to the Landlord for its approval the plans for the fit-out/renovation works which shall include the following:-
 - (a) the layout, schematic, design and construction drawings with the artistic impression drawings, full measurements, bearings, specifications and electricity supply and lighting points clearly indicated; and
 - (b) true copies of quotations (hereinafter "the Quotations") for the cost of such renovations,

PROVIDED ALWAYS the Landlord shall be entitled at its sole discretion, to delete, change, amend and or alter such plans in whole or in part, as may be necessary in the sole opinion of the Landlord, to ensure that the fit-out/renovation works are of such quality, nature and design in keeping with the image and style of the Complex as a whole and would not temper with, obstruct, hinder or restrict in any degree or manner whatsoever the air-conditioning, electrical, ventilation, lighting and or any other utility or safety system in the Demised Premises and the Complex; and

- (ii) In the event of such consent being given, all erections, renovations, construction, alterations, partitions or additions made to the Demised Premises or any part thereof shall be carried out and or effected by properly qualified, licensed and/or registered persons duly certified to carry out the fit-out/renovation works and with such materials, in such manner and at such times and in accordance with such directions, rules, and regulations as the Landlord shall reasonably direct and in all other respects comply with and adhere to all statutory provisions, rules, regulations, by-laws and requirements of the Appropriate Authority and all cost and expense thereof including that for obtaining the necessary approval, permission and/or consent from the Appropriate Authority prior to the commencement of the fit-out/renovation works shall be borne and paid for by the Tenant absolutely, PROVIDED ALWAYS the Tenant shall, upon the request by the Landlord, produce to the Landlord or the Landlord's agents all notices, permissions, approvals, consent, plans, receipt and other documents in any way related to such erections, renovations, constructions, alterations, partitions and/or additions and allow the Landlord or the Landlord's agent to make copies thereof.

(f) Removal of Alteration

The Tenant, shall upon the request of the Landlord, at the Tenant's entire own cost and expense, reinstate or remove any and all demolition, addition or alteration to the Demised Premises carried out without the prior written approval of the Landlord or the Appropriate Authority or in respect of which approval of the Appropriate Authority has been withdrawn or has lapsed and the Tenant shall at its own cost and expense comply with every notice, order or directive of such authority in respect of the reinstatement or removal and in all cases, the Tenant shall at its own cost and expense make good all damage caused by such demolition, addition or alteration and restore all parts of the Demises Premises affected thereby to their original condition.

(g) Use of Lifts and Escalators

The Tenant shall not use any lifts, escalators or any other facility in the Complex for the use of conveyance of heavy or bulky goods or merchandise, or any removals without the Landlord's prior written consent and shall only use the designated goods lift for purposes of conveyance of goods and merchandise and removal of the designed weight or size.

(h) Inspection of Demised Premises

The Tenant shall permit the Landlord or the Landlord's agents with or without workmen and the others at all reasonable times:-

- (i) to enter upon and view the condition of the Demised Premises and the Landlord's fixtures and fittings and to take inventories as the Landlord may in its sole discretion think fit AND to do all such works as may be necessary or desirable, in the Landlord's sole discretion, in respect of the Demised Premises or the Complex, PROVIDED ALWAYS the Tenant shall repair and amend in a proper and workmanlike manner and at the Tenant's entire own cost and expense, any repairs, replacements, damages, blockages, stoppages and or defects for which the Tenant is liable and of which notice has been given to the Tenant or left at the Demised Premises and if the Tenant does not within fourteen (14) days after the service of such notice, make good such repairs, replacements, damages, blockages, stoppages and or defects for which the Tenant is liable and of which notice has been given to the Tenant or left at the Demised Premises, then it shall be lawful for the Landlord to enter upon the Demised Premises and execute such repairs or works or make such replacements and the entire cost and expense thereof shall be a debt due from the Tenant to the Landlord and be forthwith recoverable by the Landlord; and
- (ii) to enter the Demised Premises to change, modify and or do such structural works or such other repairs as may be necessary to the Demised Premises or the Complex conveniently accessible from or through the Demised Premises as the Landlord may at any time and from time to time require, PROVIDED ALWAYS in the case of urgency, emergency or for safety or security purposes, no notice needs to be given by the Landlord to the Tenant before entry upon the Demised Premises.

(i) Use only for Tenant's Trade

The Tenant shall not use the Demised Premises for any purpose other than for its own business as stipulated in Section 7 of First Schedule (hereinafter "the Permitted Use") only without prior written consent of the Landlord and the Tenant shall not use the Demised Premises or any part thereof or permit the same to be used for any other operations,

business trade whatsoever and in particular for any unlawful, illegal or immoral purpose or for any religious purposes or activities, or for the business of an undertaker or funeral parlour, or for any trade of noxious or offensive nature and shall not use the same for any reason whatsoever which affect adversely the interest, reputation or reputation of the Landlord, the Proprietor or the Complex as a shopping cum commercial centre and the Tenant shall observe all restrictions on the use or otherwise of the Demised Premises and the Complex imposed by the Landlord and/or the Appropriate Authority and shall indemnify and keep the Landlord indemnified to the fullest extent against any breach of such restrictions

(j) No Nuisance

The Tenant shall not do or permit to be done upon the Demised Premises anything which in the opinion of the Landlord or the Proprietor may be a nuisance or annoyance or may cause damage, discomfort or inconvenience to or in the neighborhood of the Demised Premises or the Complex or which may give rise to reasonable cause for complaint by any person, corporate, authority or whosoever so effected or in any way interfere with the quiet occupation or comfort of the Landlord, the Proprietor, the other tenants or occupants of the Complex.

(k) Upkeep of the Demised Premises

- (i) The Tenant shall at all times keep and maintain the whole of the exterior and interior of the Demised Premises including all walls, floorings and interior plaster or other surface material, ceilings, drains, glass, windows, doors, all air-conditioning ducts, electric wiring and installation, power and light fittings, shutters, locks, fastenings and all fixtures and fittings of the Landlord and the Proprietor therein in cleanliness and good and tenantable repair (fair wear and tear excepted) and in particular to keep the interior woodwork properly stained, varnished and polished and shall replace (with replacements of the same or equivalent quality) or repair, at the Tenant's entire cost and expense in proper and workmanlike manner any part of the Demised Premises or any fixtures or fittings which shall be broken, soiled or damaged or rendered unserviceable including but not limited to blown or fused lights, bulbs and or fluorescent tubes or due to any act or omission of the Tenant, its servants, agents, licensees, invitees, assigns or others;
- (ii) The Tenant shall not cause or permit or suffer to be caused any flooding, damage, blockage or stoppage to the drains, pipes, toilets, drainage, piping or sewerage systems in and around the Demised Premises and the Complex; and
- (iii) The Tenant shall all times upkeep and maintain the façade and/or front and entrance of the Demised Premises to a standard comparable to that being maintained or as may be directed by the Landlord or the Proprietor at any time and from time to time and in particular the Tenant shall ensure that the colour of blinds and or curtains used on any part of the Demised Premises which is visible from their exterior shall be that as approved by the Landlord.

(l) Compliance with the Law

The Tenant, its agents, servants, licensees, invitees, assigns or otherwise shall at all times observe and comply with:-

- (i) all conditions and covenants, by-laws, laws, enactments, directives, rules and regulations binding on the Demised Premises, the Complex, the Landlord or the Proprietor or otherwise howsoever in respect of the Demised Premises and the Complex; and
- (ii) all directions, rules and regulations issued from time to time by the Landlord or the Proprietor with regard to the security, maintenance and arrangement of the Demised Premises and the Complex, in particular the rules and regulations relating thereto,

and the Tenant shall not do or omit or suffer to be done or omitted any act matter or thing in, on or in respect of the Demised Premises and the Complex which contravenes any act, ordinance, enactment, order, rule, regulation or by-law now or hereafter affecting the same and shall forthwith, at the Tenant's entire own cost and expense, comply with all complaints, requirements or needs pursuant to any act, ordinance, enactment, order, rule, regulation or by-law and shall at all times indemnify and keep indemnified the Landlord to the fullest extent against all actions, proceedings, costs, expenses, claims and demands whatsoever in respect of any such act, matter or thing done or omitted to be done in contravention of any of the said provisions.

(m) Building Rules and Regulations

The Tenant shall observe and perform the rules and regulations set out in Second Schedule and any modifications and/or additions thereto made from time to time by the Proprietor for the proper management and maintenance of the Complex and/or the Demised Premises and the use and conduct of business therein (hereinafter "the Building Rules and Regulations"), written notice of which shall have been given to the Tenant or left at the Demised Premises;

any decision of the Proprietor upon any matter arising out of the Building Rules and Regulations shall be accepted by the Tenant as final and conclusive.

(n) Insurance

- (i) The Tenant shall effect and maintain at all times during the subsistence of the tenancy with the Landlord, the Proprietor and the Tenants as the assureds a public liability insurance for a sum of no less than RM500,000-00 (if the approximate area of the Demised Premises is 3,000 sq. ft. or less) or RM1,000,000-00 (if the approximate area of the Demised Premises is more than 3,000 sq. ft.) and a fire and such other insurance the Landlord as may require to indemnify and keep indemnified the Landlord and the Proprietor to the fullest extent against all loss, damage, claim, demand, action, proceeding, cost and expense whatsoever in respect of any injury to the person or property of any guest, servant, visitor, invitee, licensee or otherwise of the Tenant while in or upon the Demised Premises and any damage to the Demised Premises and the fittings, fixtures, assets and property of the Landlord and the Proprietor thereon and the articles, goods, assets and property of the other tenants, licensees and occupiers in the Complex.
- (ii) The Tenant shall solely bear and pay for all such insurance as the Tenant shall deem necessary for any of the fit-out/renovation works or any of its articles, goods, assets and property thereon.
- (iii) The Tenant shall:
 - (a) provide the Landlord, within fourteen (14) days from the date of issue or renewal (as the case may be), with a certified true copy of the cover note or certificate and/or policy or the renewal certificate and endorsement thereto the said insurance policy; and
 - (b) upon demand forward the Landlord such original policy of insurance for inspection.

(o) Insurable Risks

The Tenant, its servants, agents, licensees, invitees, assigns or otherwise shall not do or omit to be done any act or thing which may render void or voidable any insurance on the Demised Premises or the Complex or whereby the premium of any such insurance may be liable to be increased and the Tenant shall on demand pay to the Landlord or the Proprietor any such increased premium and all expenses incurred by the Landlord or the Proprietor in or about the renewal of such policy rendered necessary by a breach or non-observance of this covenant without prejudice to the other rights of the Landlord against the Tenant PROVIDED nothing herein shall impose any obligation on the Licensor or the Proprietor to insure the goods, furniture, fixtures and fittings, stock-in-trade, chattels and other effects of the Tenant situated in or at the Demised Premises by any policy for insurance taken out by the Licensor or the Proprietor.

(p) Fire Regulations

The Tenant shall comply with the terms of the insurance policy, the sprinkler, fire alarm and fire safety regulations applicable to the Demised Premises and the Complex and the Tenant shall pay to the Landlord the cost of any alterations to the sprinkler, fire alarm and fire safety installation which may become necessary by reason of the non-compliance by the Tenant with the said policy, regulations or the requirement of the Landlord, the Proprietor and/or the Appropriate Authority made in relation thereto.

(q) Unlawful/Heavy Goods

The Tenant shall not bring or store or permit or suffer to be brought or stored on the Demised Premises and the Complex or any part thereof, any machine or machinery, or any product, material or goods which in the reasonable opinion of the Landlord or the Proprietor is objectionable, undesirable, unlawful, noxious, dangerous or hazardous including but without limitation, joss sticks, coffins, sundry goods, funeral paraphernalia, arms, ammunition or unlawful goods, gun-powder, saltpeter, kerosene, gasoline, spirit or any dangerous, inflammable, combustible, explosive, noxious or offensive substance or material or any substance or material the keeping of which may contravene any local ordinance, statute regulation, rule or by-law or any safe or any article of extraordinary weight or size of any nature or which will cause an excess of floor loading to any part of the Complex or any goods or drugs which in the opinion of the Landlord are of a harmful, noxious, dangerous or hazardous nature.

(r) Cleanliness

- (i) The Tenant shall keep clean and in sanitary condition the Demised Premises and the surroundings thereof.
- (ii) The Tenant shall dispose of all refuse, rubbish, debris or waste material at designated disposal bins or facilities provided by the Proprietor and observe and comply at all times with all direction, rules and regulations laid down by the Proprietor for or relating to their collection, removal and disposal; and

- (iii) The Tenant shall pay to the Landlord, on demand, all charges incurred by the Landlord or the Proprietor at any time for the removal of refuse, rubbish, debris or waste material from the Demised Premises if the same is due to the act, omission and or default of the Tenant.
- (s) No Cooking/Storage or Residential Use
- (i) The Tenant shall not use or permit the Demised Premises or any part(s) thereof to be used for the storage or cooking or preparation of food or beverages or as a store, laboratory or workshop unless it is a necessary or integral part of the Permitted Use; and
- (ii) The Tenant shall not use or permit the Demised Premises or any part thereof to be used as a place of accommodation or lodging and in particular shall not permit or suffer anyone to sleep thereon or use any part thereof for residential purposes.
- (t) No Sub-letting
- The Tenant shall not assign the tenancy or underlet or sublet or in any manner whatsoever part with the possession or occupation of the Demised Premises or any part thereof in any manner or guise whatsoever without the prior written consent of the Landlord PROVIDED ALWAYS in the event of the Tenant assigning, underletting or parting with the actual or legal possession or use of the Demised Premises or any part thereof, then the Landlord, without prejudice to its rights under this agreement, may collect from any assignee, underlessee or other person in possession of the Demised Premises or any part thereof, all rent and other moneys payable in respect of the Demised Premises or such part thereof by such person to the Tenant PROVIDED FURTHER such collection of rent and other moneys as aforesaid shall not be deemed to be an acceptance by the Landlord of any such person as a tenant, sub-tenant, underlessee, assign or licensee of the Demised Premises or any part thereof.
- (u) No Auction
- The Tenant shall not hold, permit or suffer to be held any sale or public auction in or about the Demised Premises or any part thereof.
- (v) No Pet
- The Tenant shall ensure that no pet or animal is brought onto or kept in the Demised Premises (except with written consent of the Landlord or being a necessary or integral part of the Permitted Use).
- (w) Removal of Furniture, Fixtures or Fittings
- The Tenant shall not at any time remove any furniture, fixtures or fittings from the Demised Premises (whether such furniture, fixtures or fittings be the property of the Tenant or any other person) except with prior written consent of the Landlord.
- (x) Security
- (i) The Tenant shall be responsible at all times for the security on and within the Demised Premises (including that of the fixtures and fittings of the Landlord and the Proprietor on and within the same) and for the proper locking and securing of all doors and windows thereof;
- (ii) The Tenant shall not, without the prior written consent of the Landlord and the Proprietor, employ security guards for the Demised Premises or any part of the Complex and shall ensure that in the event such consent is given, all security guards employed observe and comply with all directions, rules and regulations laid down by the Landlord and the Proprietor at all times and from time to time; and
- (iii) The Tenant shall permit the Landlord and the Proprietor or their agents or the security guards employed by the Proprietor to search all incoming and outgoing goods and property when so requested by the Landlord or the Proprietor.
- (y) Repainting
- On expiration or earlier determination of the tenancy, the Tenant shall restore the Demised Premises in its original condition (which may include re-painting as necessary).

(z) Inspection prior to Determination

At any time during the three (3) calendar months immediately preceding the expiration or earlier determination of the tenancy, the Tenant shall permit the Landlord or the Proprietor or its agents to affix and retain without interference upon any part of the Demised Premises, a notice for the re-letting and/or the letting out and/or sale of the Demised Premises or any part thereof and shall permit intending tenants/buyers and others with authority from the Landlord or the Proprietor or its agent at all reasonable times of the day to enter and view the Demised Premises;

(aa) Yielding Up of Demised Premises

On the expiration or earlier determination (howsoever occurring) of the tenancy, the Tenant shall peaceably, quietly and unconditionally quit and deliver up vacant possession of the Demised Premises to the Landlord in good, clean, substantial repair and tenantable condition (fair wear and tear excepted) with all fixtures thereto intact and all locks, fastenings and keys complete; and in the event the Tenant fails or neglects to so yield up and vacate the Demised Premises or any part thereof, the Tenant shall pay to the Landlord as agreed liquidated damages calculated at the rate of double the Monthly Rental herein reserved and covenanted to be paid at the time then in force or the prevailing market rate, whichever is the HIGHER on a daily basis for each day of the Tenant's delay in vacating the Demised Premises as agreed liquidated damages without prejudice to any other rights of the Landlord may have under this agreement or in law including to evict the Tenant from the Demised Premises.

(ab) No Obstruction of Common Areas

- (i) The Tenant shall not leave or place or permit or suffer to be left or placed in or around the entrances or passages, stairways, corridors, lifts and any other areas of the Demised Premises and the Complex any vehicle, packing cases, boxes of rubbish, refuse or waste material and or other goods or things which may obstruct or otherwise encumber the free use and enjoyment of the same by those lawfully entitled thereto and the Tenant shall adopt every reasonable precaution which may be necessary or expedient to prevent fire;
- (ii) The Tenant shall not obstruct or allow to be obstructed the Common Areas of the Complex and shall not obstruct or suffer to be obstructed the ingress or egress of the Complex; and
- (iii) that the Tenant shall maintain and keep clean the common staircase and Common Areas of the Complex.

(ac) Maintenance of Common Areas

The Tenant shall take all reasonable precautions to keep clean and in good order the common staircases and Common Areas of the Complex and shall not mark, damage, deface or allow to be marked, damaged or defaced any area or part of the Complex.

(ad) Windows

The Tenant shall not open any windows EXCEPT for the purpose of cleaning the same or during a breakdown of the air-conditioning system or for purposes of preserving the lives of any person.

(ae) Restoration of Demised Premises

At the expiration or earlier determination of the tenancy, the Tenant shall at its own cost and expense restore and reinstate the Demised Premises to its original bare state without any modification, addition or renovation and to the full satisfaction of the Landlord including the removal of all equipment, signs and all erections, alterations, additions and other items of the Tenant AND such restoration and reinstatement shall be carried out within two (2) weeks from the expiration or earlier determination of the tenancy, failing which the Landlord shall be at liberty to carry out such restoration and reinstatement, and the entire costs and expenses thereof shall be borne and payable within seven (7) days by the Tenant to the Landlord upon demand thereof, and pending the restoration and/or reinstatement of the Demised Premises until the completion of the restoration and/or reinstatement of the Demised Premises and delivery of the same to the Landlord, the Tenant shall further pay agreed liquidated damages calculated at the rate of two times (2x) the Monthly Rental on a daily basis for each day of the Tenant's delay in delivery of the Demised Premises to the Landlord as aforesaid, PROVIDED ALWAYS the receipt of such sum shall be by way of liquidated damages only and shall not be deemed to be payment of rental PROVIDED FURTHER after the determination of the tenancy, the Tenant shall not be allowed to carry on business on the Demised Premises AND PROVIDED LASTLY this section shall be without prejudice to the Landlord's rights to recover any further sum from the Tenant as loss and/or damages for any antecedent breach of this agreement.

(af) Indemnity to Landlord

The Tenant shall be responsible for all losses, expenses and damage howsoever caused or occasioned to the Landlord, the Demised Premises, the Complex or any part thereof or any adjacent or neighbouring premises or any injury or death to any person or on account of property damaged, destroyed, stolen or cost arising out of or caused by any non-observance or non-compliance with the terms and conditions of the tenancy or any act, omission, default or negligence of the Tenant, its worker, servant, agent, invitee, independent contractor, or the sub-contractor or supplier of its independent contractor and to pay and make good to the Landlord or others all and every loss, expense and damage whatsoever incurred or sustained by the Landlord or others as a consequence of every breach or non-observance of the Tenant's covenants herein contained and to indemnify and keep indemnified the Landlord to the fullest extent and the Landlord's estate and effects from and against all actions, proceedings, demands, claims, liabilities, costs and expenses whatsoever thereby arising.

(ag) Costs and Expenses incurred

The Tenant shall pay, reimburse and indemnify and keep indemnified the Landlord to the fullest extent for all costs, expenses and any other fees whatsoever, including the Landlord's solicitors fee on a solicitor-client basis incurred or to be incurred in connection with the demanding and enforcing of the payment of any monies payable by the Tenant under this agreement, or otherwise howsoever in enforcing any of the terms and conditions of this agreement.

(ah) Licenses and Approvals for Business

The Tenant shall apply for, obtain and maintain and cause to be obtained and maintained at the Tenant's own expense and to submit to the Landlord copies of all licenses, permits, approvals, registrations and other consents required by the Appropriate Authority for the carrying on or conduct of the Tenant's business in the Demised Premises. Failure of the Tenant to obtain and maintain the aforesaid 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 hereby granted or the obligations on the part of the Tenant herein contained.

(ai) Permit Laying of Wires, Pipe etc.

The Tenant to permit the Landlord and the Proprietor, their agent or workmen to enter upon the Demised Premises to lay, fix in and lead through the Demised Premises all such wires and cables and ducts for electricity, telephone, computer and /or air conditioning installation and pipes for water, gas, sewerage as the Landlord or the Proprietor may from time to time require to be laid, fixed in and lead through the Demised Premises for the general purposes of the Complex or otherwise and also to permit the Landlord and the Proprietor or their agent or workmen to enter upon the Demised Premises for the purpose of repairing, removing or replacing all or any of the said wires, cables, ducts and pipes, without any claim or demand whatsoever against the Landlord or the Proprietor PROVIDED the Landlord or the Proprietor has given prior notice to enter the Demised Premises and has used its best endeavors not to interfere with the Tenant's business.

(aj) Damage to Demised Premises, Complex etc.

Should any damage be done by the Tenant, its agents, servants or invitees, or licensees to the Demised Premises, the Complex, lifts, corridors, passage ways, and or any part thereof by the installation, use or removal of any equipment, partition, plant, machinery, sign or other fixture and fitting, the Tenant shall give immediate written notice of such damage to the Landlord and repair and make good forthwith at its own cost and expense such damage to the satisfaction of the Landlord and the Proprietor.

(ak) Signs, Nameplates, Advertisement etc.

The Tenant shall not display affix erect attach paint or exhibit or permit or suffer so to be done upon any part of the exterior of the Demised Premises (including but not limited to the shop frontage and glass panels in the case of tenants in the retail business) or the Complex any name plate, sign board, placard, advertisement whatsoever save and except such as shall have been previously approved of in writing by the Landlord or the Proprietor and in accordance with the standard design as laid down by the Landlord and the Proprietor at the Tenant's own costs.

(al) Promotion of the Complex

The Tenant shall take part and participate in any and all activities organized by the Landlord or the Proprietor towards the promoting, marketing and advertising the Complex as may be directed by the Landlord or the Proprietor from time to time and the Tenant shall pay to the Landlord a reasonable sum of additional fees on the extended business hours and promotion costs as shall be specified by the Landlord and in the case of a shopping fair or sale, the Tenant shall provide reasonable rates of discounts PROVIDED nothing herein shall be construed as compelling the Landlord and/or the Proprietor to organize or carry out such activities.

4.01: LANDLORD'S COVENANTS

(a) Quiet Enjoyment

Upon the Tenant paying the Monthly Rental hereby reserved and observing and performing the agreements, terms and conditions on its part herein contained, the Landlord shall be permit the Tenant to quietly hold and enjoy the Demised Premises during the tenancy without any interruption or disturbance from the Landlord or any person claiming under or in trust for the Landlord.

(b) Services & Facilities

The Landlord shall ensure on its best endeavour basis that the following services or facilities are being performed or provided by the Proprietor for the benefit of the Demised Premises:-

- (i) proper security guard services for the Complex;
- (ii) maintenance of the Common Areas including the entrances, stairways, corridors, and passages (EXCEPT in so far as the Tenant or any tenant thereof is liable therefore) in good repair and condition;
- (iii) air-conditioning facilities for the Demised Premises during Business Hours on Business Days and such parts as may be appropriate of the Common Areas at such temperature as the Landlord may at its absolute discretion consider adequate;
- (iv) adequate lighting and cleaning of the Common Areas and lifts of the Complex;
- (v) maintenance of the lifts and escalators servicing the Complex in good repair and working order; and
- (vi) upkeep and maintenance the car parking lots of the Complex in clean and safe condition.

(c) Amenities

The Landlord shall permit and cause the Proprietor to permit the Tenant to use (in common with others entitled thereto) the toilets and other amenities located in the Common Areas within the Complex.

(d) Operation Hours

The Landlord shall cause the Proprietor to keep the Complex open for business during Business Hours on Business Days SUBJECT ALWAYS to the Proprietor's absolute discretion to determine any public holiday as a non-Business Days of the Complex and to close the Complex, the Common Areas of the Complex or any part thereof:-

- (i) if such closure is required by laws, by-laws, rules, regulations or instruction of the Appropriate Authority;
- (ii) if in the opinion of the Proprietor, the safety of the Complex or any person or property therein is threatened; or
- (iii) if any repair, alteration or renovation is required to be carried out,

in which event the Landlord shall not in any way be liable for any consequential loss or damage or inconvenience that may be suffered or sustained by the Tenant or any others by reason of the closure of the Complex, the Common Areas or any part thereof.

(e) Name and Alterations of the Complex

SUBJECT ALWAYS to the Landlord's the rights to at any time:-

- (i) change or permit to be changed by the Proprietor the name or description of the Complex or any parts thereof; and
- (ii) make or permit to be made by the Proprietor any structural or non-structural alteration or improvement in or addition to the Complex or any part thereof without incurring any liability to make any payment to the Tenant on any account whatsoever,

the Landlord shall on a best endeavour basis ensure or cause the Proprietor to ensure that the said structural or non-structural alterations or improvement or addition shall not restrict the access to or reasonable enjoyment and use of the Demised Premises.

4.02: TENANT'S WARRANTIES

NOTWITHSTANDING anything herein contained, the Tenant hereby warrants that it shall not hold the Landlord and/or the Proprietor liable to the Tenant or any others and neither the Tenant nor any other shall have any claim against the same in respect of:-

- (a) any interruption or failure in any of the services, facilities, amenities or utilities mentioned or relevant in this agreement including but not limited to security services, air-conditioning, lighting, cleaning, lift, escalator and car park facilities, water, electricity and telecommunication connected, supplied or provided to the Complex, the Demised Premises and/or the Tenant due to:
 - (i) any fault, defect, failure or lack of necessary repair and/or maintenance of any installation, apparatus, machinery or plant whatsoever; or
 - (ii) destruction thereof by fire, flood, riot, or civil commotion, Act of God, strike, shortage of workmen, fuel or material, interruption or failure of water or electricity supply, force majeure or any other cause beyond the control of the Landlord, the Proprietor or the service providers.
- (b) any damage to the Demised Premises or the Tenant's goods, articles, merchandise, assets, property or belongings thereon or any interruption of use or occupation of the Demised Premises caused by any act or omission of a third party beyond the control of the Landlord or the Proprietor.
- (c) any act or omission of any agent or servant of the Proprietor in or about the performance or purported performance of any duty relating to the connection, supply or provision of the said services, facilities, amenities or utilities or any of them.

5.01: TERMINATION & FORFEITURE

- (a) In the event that:

- (i) the Monthly Rental and/or utilities charges or any payment payable to the Landlord or any other(s), as stated herein or any part(s) thereof is in arrears and unpaid at any time for seven (7) days after becoming due and or payable (whether formally demanded or not); or
- (ii) the Tenant is in breach of any one or more of the terms and conditions of this agreement on the part of the Tenant to be performed or observed or threatens to commit such a breach; or
- (iii) the Tenant becomes bankrupt or insolvent or neglects to pay its debt when it falls due or has a winding-up or bankruptcy petition presented against it or is ordered or voluntarily resolves to be wound-up or has a receiving order made against it or substantial change occurs in the shareholding of the Tenant, i.e. a change in the ownership or control of 25% or more of the shareholdings in the Tenant; or
- (iv) the Tenant enters into or make any arrangement or composition or otherwise for the benefit of or with its creditors; or
- (v) the Tenant permits or suffers any attachment, execution or distress to be levied on any of the Tenant's goods or on any property, chattels, fixtures and fittings on the Demised Premises or elsewhere; or
- (vi) the Tenant dies or becomes of unsound mind,

and, if the same is capable of being remedied or rectified, the Landlord shall be entitled to serve a written notice upon the Tenant requiring the Tenant to remedy or rectify the matter complained of within SEVEN (7) DAYS of the service of the notice and upon expiration of the said seven (7)-day period without the subject matter being remedied or rectified, the Landlord shall then be entitled to terminate this agreement by a written notice, whereby the tenancy, if then unexpired, shall be deemed to have been forfeited, and to do all or any one or more of the following as applicable:-

- (vii) forfeit all the Deposit paid under this agreement;
- (viii) disconnect or cause to be disconnected all supplies of water and electricity, telecommunication connection, air-conditioning and all other utilities or facilities connecting to the Demised Premises and bar or cause to be barred the access by the Tenant, its servant and agents to the Demised Premises;
- (ix) recover from the Tenant all arrears of the Monthly Rental and/or any other monies payable under this agreement;

- (x) recover the possession of the Demised Premises and remove the Tenant's goods, articles, effects, merchandise, assets, property and other belongings therefrom without any obligation to store or keep safe or harmless the same;

WITHOUT PREJUDICE to any right of the Landlord to recover from the Tenant any other loss or damage, if any; and the Tenant shall have no claim, demand or whatsoever against the Landlord for any loss or damage whatsoever by reason thereof; and the Tenant shall indemnify and keep indemnified the Landlord against all cost and expense incurred by the re-entry, removal and, if the Landlord chooses to store such articles, effects, property and belongings, the storage charges, and all legal cost and expense on a solicitor-client basis for the recovery of the aforesaid.

- (b) NOTWITHSTANDING anything provided herein, the Landlord shall be entitled to terminate this tenancy with a written notice of not less than FOURTEEN (14) DAYS to the Tenant without incurring liability whatsoever to the Tenant in the event of any refurbishment, renovation or construction works of the Complex affecting the Demised Premises or where the Proprietor repudiates or has taken any step with a view to terminating the tenancy agreement between the Proprietor and the Landlord on the Demised Premises for any reason whatsoever; in such event, however, the Landlord shall offer the Tenant for rent an alternative premise in the Complex, if the same is available to the Landlord, upon such terms and conditions as the Landlord may decide.

5.02: DESTRUCTION OF DEMISED PREMISES

It is also hereby agreed between the parties hereto that in the event the Demised Premises or any part(s) thereof shall at any time during the tenancy be destroyed or damaged by fire, earthquake, earth movements, landslides, flood, lightning, war, riot or civil commotion, tempest or other cause including negligence of the Landlord, its agents, servants or employees or other inevitable or unforeseen cause or Act of God so as to render the Demised Premises unfit for occupation and use PROVIDED ALWAYS such destruction or damage sustained shall not have been caused by any act, omission, default or negligence of the Tenant or its agents or servants, employees or other tenant(s) or occupier(s), then:-

- (a) the Landlord shall not be bound or compelled to rebuild or reinstate the same;
- (b) In the event of the Proprietor deciding to rebuild and reinstate the Demised Premises, the Monthly Rentals hereby reserved or a fair and just proportion of the same according to the nature and extent of damage sustained shall be suspended and cease to be payable until the Demised Premises shall have been again rendered fit for occupation and use; and
- (c) In the event of the Proprietor deciding not to rebuild and reinstate the Demised Premises, then the rents hereby reserved shall cease and the tenancy shall determine from the happening of such destruction or damage as aforesaid and the Tenant shall peacefully, quietly and unconditionally surrender, vacate, leave and yield up to the Landlord possession of so much of the Demised Premises as shall not have been destroyed but without prejudice to the right of action of the Landlord in respect of any breach of the Tenant's agreements and covenants.

6.01: MUTUAL AGREEMENTS

The parties hereto also mutually agree as follows:

- (a) No Reimbursement
- The Landlord shall not be liable to repay, compensate or reimburse the Tenant the cost and expense incurred by the Tenant on any creations, improvements, alterations, fixtures, fittings, partitions and or additions whatsoever made by the Tenant on or to the Demised Premises, and the Tenant shall not be entitled to claim for any reduction in the rent on account of such cost and expense incurred by the Tenant.
- (b) No Waiver
- (i) No demand and/or acceptance by the Landlord of any Monthly Rental (in part or in full) and/or other monies payable hereunder shall constitute, operate or be construed as a waiver by the Landlord of any of its rights to forfeit of this tenancy that has by then accrued;
- (ii) no demand and/or acceptance by the Landlord of any sum of whatever name or description towards payment for the Tenant's continuing use, possession or occupation of the Demised Premises after the expiry of the tenancy shall constitute, operate or be construed as an agreement by the Landlord to grant to the Tenant the Further Term and each of such sum paid shall be treated as interim payment towards agreed liquidated damages payable by the Tenant hereunder, UNLESS the Tenant has prior to such payment notified the Landlord in writing that it is agreeable to the Further Monthly Rental and other moneys payable under the Further Term as determined and requested by the Landlord whether based on expert opinion or otherwise and the sum paid amounts to the whole of the Further Monthly Rental and other moneys payable under the

Further Term determined and requested as aforesaid together with all the arrears of the same then outstanding and the Landlord has not by the time of such payment entered into any agreement to let the Demised Premises to any other person; and

- (iii) no time or indulgence given or granted by the Landlord or knowledge or acquiescence of the Landlord of any default, breach or non-observance or non-performance by the Tenant at any time of any of the Tenant's obligations of the tenancy herein shall constitute, operate or be construed as a waiver of or prejudice the Landlord's rights herein contained; and notwithstanding such acceptance, time, indulgence, knowledge or acquiescence, the Landlord shall be entitled to exercise its rights under this tenancy and to require strict performance by the Tenant of the terms and conditions of the tenancy.

(c) Use of Common Areas (if applicable to the Tenant)

The Landlord and the Proprietor shall be entitled to utilize the external walls of the Demised Premises, the car-parks and the Common Areas (which shall remain the property at all times of the Landlord) for advertising to erect kiosks and/or other structures, and or for any other purposes in such manner as the Landlord or the Proprietor shall in its absolute discretion deem fit and that the Landlord shall be absolutely entitled to any income and or payments derived and or arising therefrom.

(d) Exclusion Clause

The Landlord shall incur no liability to and shall not be liable in damages or otherwise to the Tenant or its servants, agents, invitees or licensees for any damage, injury or loss which may at any time during the tenancy be caused to or suffered by the Tenant, its servants, agents, invitees or licensees or any of them on the Demised Premises or any part thereof or to any property or goods of the Tenant or such person in or about the same occasioned by or arising from:-

- (i) fire, water, storm, tempest, landslide, earth movement, earthquake, theft, burglary, insects, explosion, nuclear fall-out, riot or civil commotion, strike, lock-out, disorder, war, enemy action, or any other causes beyond the control of the Landlord or any Act of God; or
- (ii) by reason of the breakdown or non-provision or non-functioning totally or partially of any services, facilities or amenities to be provided by the Landlord or the Proprietor or the defective working, stoppage or breakage of or defects in any appliances, pipes, cables, lifts, apparatus or air-conditioning plant or other machinery in or under or passing or connected with or used for the purpose of the Demised Premises or any part thereof; or
- (iii) failure or breakdown or non-functioning or the non-provision, totally or partially of supply of air-conditioning, electricity or other supplies, drainage, sewerage or other system or in any way owing to the overflow, leakage or escape of water, smoke, fire electricity fumes or other substance whatsoever in or from any parts of the Complex; or
- (iv) owing to the negligence or otherwise of any person or due to any event, causes or happenings beyond the Landlord's control affecting the facilities, amenities or conveniences contemplated herein.

(e) New Laws

In the event of the introduction or implementation of any of the new by-laws, laws, enactments, directives, rules and regulations or the amendment of the existing by-laws, laws, enactments, directives, rules and regulations by the Appropriate Authority requiring any change or modification to the structure of the Complex, the Proprietor shall have the full right and liberty at its own cost and expense to comply with such requirements, and such change or modification to the structure of the Complex shall not annul the tenancy nor shall it be made the subject of any claim against the Landlord by the Tenant.

(f) Cleaning and Pest Control

In the event the Tenant requires any cleaning works and or pest control to be carried out at the Demised Premises, the Tenant shall by way of separate agreement engage the same Contract Cleaner and/or Pest Control Specialist (as the case may be) as that engaged by the Proprietor for the Complex generally, at the Tenant's own cost and expense.

(g) Closure of Complex

The Proprietor shall be entitled to close the Complex and the Common Areas or any part thereof and to prevent and prohibit any person (including the Tenant unless the Tenant shall make prior arrangements with the Landlord for access to the Demised Premises during hours when the Complex is closed) from entering or remaining thereon during hours other than the Business Hours or any extended hours specified in the Building Rules and Regulations and all

other times during which the Complex or the Common Areas or any part thereof is required to be closed by operation of law or in the Proprietor's opinion when the safety of the Complex or any person or property therein is threatened or when repairs in the absolute opinion of the Proprietor are necessary to be carried out in any part or parts of the Demised Premises or the Complex AND the closure hereof shall not render the Landlord liable in any way to the Tenant nor shall the Tenant have any claim (including loss of business earnings and or profits) against the Landlord in respect thereto.

(h) Acts, Omissions and Default of the Tenant's Agents

For purposes of this agreement, any act, omission or default of the agents, servants, employees, licensees, invitees or permitted sub-tenants or assigns of the Tenant shall be deemed to be the act, omission or default of the Tenant.

(i) No Registration or Endorsement of Tenancy

The Tenant shall not require the tenancy to be registered or endorsed as a tenancy exempt from registration under the National Land Code except in so far as the same are required in this agreement.

(j) Weights and Stresses

The Landlord and the Proprietor shall in all cases retain and reserve the right to prescribe by notice in writing to the Tenant the weight and proper position of all iron or steel safes and other heavy machinery, equipment, articles or goods whatsoever on the Demised Premises and the Complex and any or all damage caused to the same or any part thereof by the Tenant or anyone on its behalf by taking in or moving out any such safe, machinery, equipment, article or goods whatsoever shall be made good by the Tenant at the sole expense of the Tenant. The Tenant shall pay to the Landlord within seven (7) days of demand the amount of such damage suffered by the Landlord or the Proprietor.

(k) Quit Rent and Assessment

All quit rent and assessment payable in respect of the Demised Premises now and during the term of the tenancy shall be borne and paid for by the Proprietor.

7.01: OPTION TO RENEW

Subject to the consent of the Landlord in writing, if the Tenant shall be desirous of renewing the tenancy of the Demised Premises upon the expiry of the tenancy, the Tenant shall prior to the three (3) months immediately preceding the expiry of the tenancy herein apply to the Landlord in writing for such renewal PROVIDED ALWAYS the Tenant shall have first:-

- (i) paid all rents and monies due to the Landlord;
- (i) duly observed and performed all the terms and conditions of this agreement; and
- (ii) paid the increase in the Security Deposit and Utility Deposit or any other deposits or charges to the Landlord,

SUBJECT TO the availability of the Further Term and UPON the parties having agreed to the sum of the Further Monthly Rental and other terms and conditions including other moneys payable thereunder, the Landlord shall let the Demised Premises to the Tenant for a further term as stipulated in Section 8 (a) of First Schedule (hereinafter "the Further Term") at the further monthly rental as stipulated in Section 8 (b) of First Schedule (hereinafter "the Further Monthly Rental") but otherwise on the same terms and conditions as this agreement SAVE AND EXCEPT this section for renewal.

8.01: GENERAL PROVISIONS

(a) Time

Time wherever mentioned in this agreement shall be of the essence.

(b) Legal Fees and Costs

All stamp duty, disbursements and legal fees payable in respect of this agreement and its preparation shall be borne and paid by the Tenant.

(c) Notice

Any notice required to be served hereunder shall be deemed sufficiently served if delivered by hand to the Demised Premises or transmitted by email to the commonly used email address of the party intended to be notified or of any

of its officer or employee; and if a notice is sent by more than one mode of dispatch and/or is sent to several email addresses, the date of the earliest dispatch by email shall be deemed the date of the service PROVIDED nothing herein shall preclude any other mode of service and its proof.

(d) Successors Bound

This agreement shall be binding upon the personal representatives, successors-in-title, permitted assigns and sub-tenants of the parties hereto and all other persons deriving title from or claiming through them.

(e) Prior Representation, Warranty or Agreement

- (i) All prior agreements, representations and/or warranties made expressly or impliedly orally or in writing or by conduct of the Landlord or its servant and/or agent including the letter of offer entered into between the parties in relation hereto and any representation and/or warranty in any brochure or advertisement, if any at all, are hereby superseded and shall be of no further effect.
- (ii) The Tenant further acknowledges that the Landlord has made no representation, warranty or assurance whatsoever that the Tenant would make any profit out of any business operation on the Demised Premises and the Tenant has inspected and surveyed the Demised Premises, the Complex and its surrounding areas to come to its own decision to rent the Demised Premises and that that in entering into this agreement the Tenant has not relied wholly or partly on any statement or representations made by or on behalf of the Landlord except any such statement or representations that is expressly set out in this agreement.

(f) Entire Agreement

This agreement together with the documents and provisions referred to herein shall constitute the entire agreement of the parties and shall not be varied or altered except by agreement of the parties hereto in writing.

(g) Heading for Convenience Only

The subject headings of the sections in this agreement are included for the purpose of convenience only and shall not in any way affect the construction or interpretation of any of its provisions.

(h) Schedule

The First, Second and Third Schedules hereto shall form part of this agreement and shall be read taken and construed as an essential part of this agreement.

(i) Special Conditions

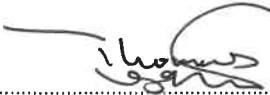
It is hereby agreed by the Parties hereto that the "Special Conditions" contained in Third Schedule shall form part of this agreement and that should there be any inconsistent or repugnant term, the term contained and inserted in the "Special Conditions" herein referred shall prevail absolutely.

(The remaining 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 the Landlord)
JYM MARKETING SDN. BHD.)
[Co. No. 814076-V (200801012788)])
in the presence of:)

JYM MARKETING SDN. BHD.


.....
Director
Name: Yap Teak Fah
I/C No: 760819-01-6257



SIGNED by the Tenant)
CONNOISSEUR PROPERTIES SDN. BHD.)
[Co. No. 200001019163 (521770-M)])
in the presence of:)

CONNOISSEUR PROPERTIES SDN. BHD.


.....
Director
Name: Wong Chee Hao
I/C No: 830914-01-5413



Tenant's Initials: 7

FIRST SCHEDULE

(Which shall be taken and construed as an essential part of this agreement)

SECTION	PARTICULARS	
1.	Date of Agreement	
	13 SEP 2024	
2.	Particulars of Tenant	
	Name :	CONNOISSEUR PROPERTIES SDN. BHD.
	Reg. No :	200001019163 (521770-M)
	Registered Address:	Suite 5.11 & 5.12 5 th Floor, Menara TJB 9 Jalan Syed Mohd Mufti 80000 Johor Bahru, Johor
3.	Demised Premises	
	Parcel No. :	Lot No. 4.29/4.29A/4.30A, Level 4, Plaza Pelangi, Johor Bahru
	Storey No. :	Level 4
	Floor Area :	Approximately Seven Thousand Four Hundred Fifty-six (7,456) square feet
4.	Term, Commencement Date & Expiry Date	
	(a) Term:	Three (3) years
	(b) Commencement Date:	15 th August 2024
	(c) Expiry Date:	14 th August 2027
5.	Monthly Rental	
	Ringgit Malaysia Twenty-nine Thousand Seventy-eight and Sen Forty (RM29,078-40) (inclusive of maintenance charge)	

SECTION	PARTICULARS	
6.	Deposit, Fees, Attendance Cost & Advance Rental	
	(a) Security Deposit :	Ringgit Malaysia Eighty-seven Thousand Two Hundred Thirty-five and Sen Twenty Only RM 87,235-20
	(b) Utility Deposit :	Ringgit Malaysia Three Thousand Only RM 3,000-00
	(c) Restoration Deposit :	Ringgit Malaysia Twenty-nine Thousand Seventy-eight and Sen Forty Only RM 29,078-40
	(d) Fit-out Deposit :	Ringgit Malaysia Twenty-nine Thousand Seventy-eight and Sen Forty Only RM 29,078-40
	(e) Mailbox Deposit :	Ringgit Malaysia Fifty Only RM 50-00
	Deposit :	Ringgit Malaysia One Hundred Forty-eight Thousand Four Hundred Forty-two Only RM148,442-00
	(f) Mailbox Fee :	Ringgit Malaysia Fifty Only RM 50-00
	(g) Administrative Fee :	Ringgit Malaysia Five Hundred Only RM 500-00
	(h) Attendance Cost :	Ringgit Malaysia Eight Thousand Nine Hundred Forty-seven and Sen Twenty Only RM 8,947-20
	Total Fees & Attendance Cost :	Ringgit Malaysia Nine Thousand Four Hundred Ninety-seven and Sen Twenty Only RM 9,497-20
	(i) Advance Rental :	Ringgit Malaysia Twenty-nine Thousand Seventy-eight and Sen Forty Only RM 29,078-40
	Total payable on execution of agreement :	Ringgit Malaysia One Hundred Eighty-seven Thousand Seventeen and Sen Sixty Only RM187,017-60
7.	Permitted Use	
	Sales and administrative office of real property business and property showroom only	
8.	Further Term & Further Monthly Rental	
	(a) Further Term :	Not Applicable
	(b) Further Monthly Rental :	Not Applicable

SECOND SCHEDULE

(Which shall be taken and construed as an essential part of this agreement)

RULES AND REGULATIONS

1. Renovation Period

- 1.1 The Tenant shall carry out and complete the fit-out/renovation works and stocking-up of the Demised Premises with goods, merchandise, equipment, fittings and fixtures as befitting or necessary for the Tenant's trade stated under Section 7 of First Schedule within the renovation period.
- 1.2 The Tenant shall submit for the Landlord's approval the fit-out/renovation plans consisting of the specifications and drawings for the shop front, the floor surface and all the usual Tenant's shop fixtures, fittings and decorations and electricity and water fittings and apparatus and such fixtures and fittings as may be necessary to enable the Tenant to use occupy and trade from the Demised Premises and also a work programme for works to be carried out timeously in accordance with the specifications and drawings.
- 1.3 The Tenant shall also pay to the Landlord the Restoration Deposit as security for the due completion by the Tenant of the fit-out/renovation works in accordance with the specifications and drawings therefore agreed to by the Landlord and approved by the Appropriate Authority and for the due performance by the Tenant of its covenants herein contained as to the removal of the fit-out/renovation works upon the expiry or sooner determination of the tenancy, the making good of all damages caused by such removal and the restoration of the Demised Premises in all respects to their original state and condition and subject to the aforesaid, to be refunded without interest by the Landlord to the Tenant upon the expiry of the tenancy.
- 1.4 Upon approval being given by the Landlord of the fit-out/renovation plans, the Tenant shall submit the same for the approval of the Appropriate Authority within seven (7) days of the Landlord's approval.
- 1.5 Where the Landlord's approval is subject to amendments to be made on the specification and drawings, the Tenant shall first amend the specifications accordingly and thereafter re-submit the specifications and drawings as amended for the approval of the Appropriate Authority.
- 1.6 The Tenant shall carry out the fit-out/renovation works at its own cost and expense in conformity in every respect with the specifications and drawings therefore approved by the Appropriate Authority and in compliance with all relevant laws, by-laws, regulations, government directives, instruments and orders and to indemnify and keep indemnified the Landlord against all actions, proceedings, penalties, claims, demands, costs, damages and expenses whatsoever in respect thereof.
- 1.7 If the fit-out/renovation works involve any change(s) to the mechanical and electrical services to the main structure of the Demised Premises and/or the Complex and/or the pipes, wires, cable, or other apparatus constructed, installed or laid in or under the Demised Premises and/or the Complex, the Tenant shall appoint :-
 - 1.7.1 such mechanical and electrical engineers or, as the case may be, such civil and structural engineers as may be approved by the Landlord to design and certify the completion of such part of the fit-out/renovation works as shall involve the aforesaid changes; and
 - 1.7.2 such contractors as may be approved by the Landlord to execute such part of the fit-out/renovation works as shall involve the aforesaid changes; the Landlord shall provide the Tenant with a list of its approved contractors upon request. The Tenant shall ensure that the approved contractor shall provide a copy of its identity card at the Landlord's office to enable the Landlord to provide security passes to the said contractors.
- 1.8 The Tenant covenants and undertakes with the Landlord as follows:-
 - 1.8.1 to carry out or cause to be carried out the fit-out/renovation works in good and workmanlike manner immediately upon the handover of the Demised Premises to the Tenant within the renovation period, failing which the Landlord shall have the right to terminate this agreement and forfeit the Deposit but without prejudice to such other rights and remedies of the Landlord under the tenancy save where the Landlord otherwise agree in writing;
 - 1.8.2 forthwith repair any damage to the Demised Premises or the Common Areas or the Complex or any part thereof and to replace any of the Landlord's fixtures and fittings which may be broken or damaged arising out of or in the course of or caused by the fit-out/renovation works and in default

whereof it shall be lawful for the Landlord to execute such repairs or works or make such replacements and the costs and expenses incurred by the Landlord in respect thereof shall be a debt due from the Tenant to the Landlord and be paid by the Tenant within fourteen (14) days from the date of demand by the Landlord;

- 1.8.3 permit the Landlord, its agents and their employees at all times during the fit-out/renovation works to enter upon the Demised Premises and inspect the carrying out of the fit-out/renovation works;
 - 1.8.4 at its own cost and expense from time to time during and on completion of the fit-out/renovation works to clear away and remove all rubbish, rubble and other debris and any surplus material whatsoever from the Demised Premises and the Complex and keep the same clean to the satisfaction of the Landlord in default of which the Landlord may (but is not obliged to) clear and remove all rubbish, rubble and other debris and any surplus, materials and the costs and expenses thereby incurred shall be a debt due from the Tenant to the Landlord and shall be paid by the Tenant within fourteen (14) days from the date of demand by the Landlord; and
 - 1.8.5 to take all such steps and to do whatever is necessary to ensure that the carrying out of the fit-out/renovation works will not in any way prevent, hinder or obstruct the Landlord and/or its tenants, agents and employees from carrying on or completing any works which the Landlord may require to be executed in the Complex or any part thereof.
- 1.9 The Tenant shall ensure that the activities in connection with the fit-out/renovation works carried out by the Tenant and/or its servants and/or agents and/or persons authorised by the Tenant during the fitting out and stocking up period shall be carried out in such a manner so as not to cause any nuisance, annoyance, disturbance inconvenience, injury, damage to or in any interfere with the quiet occupation and comfort of the Landlord its tenants or the Proprietors or occupiers of adjacent or neighbouring Demised Premises and/or properties. If the Landlord shall in its absolute discretion consider such sound to be undesirable the Landlord shall give written notice to the Tenant to that effect and the Landlord shall be entitled to extend or restrict the hours in which the Tenant may carry out the fit-out/renovation works in or at the Demised Premises.
 - 1.10 The Tenant shall be liable for and shall indemnify and keep the Landlord fully indemnified against any expense, liability, loss, claim or proceedings in respect of any damage or injury whatsoever to any person or property real or personal arising out of or in the course of or caused by the carrying out of the Fit-out/renovation works.
 - 1.11 The Tenant shall at its own cost and expense at the expiration or sooner determination of the tenancy, remove the fit-out/renovation works, make good all damages caused by such removal and restore the Demised Premises in all respects to its original state and condition to the satisfaction of the Landlord, in default of which the Landlord may remove the fit-out/renovation works and all such cost and expense incurred shall be a debt due from the Tenant to the Landlord. The Tenant shall indemnify and keep indemnified the Landlord against the said cost and expense and shall pay the same to the Landlord within seven (7) days from the date of demand by the Landlord.
 - 1.12 The Tenant shall be solely responsible for the security on and within the Demised Premises and shall safeguard its own fixtures and fittings, articles, goods, merchandise and property with the erection of hoarding(s). The Landlord shall not be responsible or liable to the Tenant for any loss, damage or theft of the same under any circumstance whatsoever.
 - 1.13 The Tenant shall at its own cost and expense, erect and maintain such hoarding(s) as approved by the Landlord around the external perimeter of the Demised Premises, failing which the Landlord shall erect same and all costs and expenses incurred therefore shall be a debt due from the Tenant and payable forthwith to the Landlord.

2. Permitted Use

- 2.1 To use the Demised Premises for the Tenant's trade only as in Section 7 of First Schedule.
- 2.2 Not to place, deposit or display outside any part of the Demised Premises any goods materials articles or things whatever for sale or any other purpose nor to cause any obstruction to the Common Areas.
- 2.3 Not to discharge into any of the lines or pipes serving the Demised Premises or any other property any oil grease or other deleterious matter or any substance which might be or become a source of danger or injury to the drainage system of the Demised Premises or the Complex.
- 2.4 Not to install or use in or upon the Demised Premises any machinery or apparatus which causes vibration which can be heard or felt in nearby or outside the Demised Premises or which may cause damage.

- 2.5 Not to play or use any musical instrument, loudspeaker, tape recorder, gramophone, radio or other equipment or apparatus that produces sound in the Demised Premises so as to be heard outside the Demised Premises and if the Landlord shall in its absolute discretion consider such sound to be undesirable and shall give written notice to the Tenant to that effect.
- 2.6 Not to display any flashing lights in the Demised Premises that can be seen from outside the Demised Premises nor to display any other lighting arrangement that can be seen from outside the Demised Premises if the Landlord shall in its absolute discretion consider such lighting to be undesirable and shall give written notice to the Tenant to that effect.
- 2.7 Not to cook for personal consumption or heat or consume any food in the Demised Premises other than for the purpose of making of hot drinks except for the Permitted Use of the Demised Premises.
- 2.8 Not to use the Demised Premises for any purposes which in the opinion of the Landlord may have the tendency of causing annoyance or irritation to any other tenants in the Complex or in the opinion of the Landlord may have the tendency of bringing down the value of the Complex and such non-permitted purposes shall include but not limited to the trading, selling, dealing in or bringing onto or storing or keeping in the Demised Premises of any coffin of whatever make, joss sticks, dead human bodies or any goods artifacts or things relating to religion, the occult or sorcery. Further, the business of a funeral parlour shall not be conducted on the Demised Premises.
- 2.9 Not to use or cause to be used or occupied the Complex or any part thereof for any political activities, meeting, action, picketing or campaign groups for any reason whatsoever.

3. Operating Hours, Access and Display

- 3.1 To keep the Demised Premises open for business during the Business Hours.
- 3.2 Not to open the Demised Premises for business outside Business Hours without the prior written approval of the Landlord.
- 3.3 To keep all those parts of the interior of the Demised Premises that are visible from a pedestrian mall or a street sufficiently lighted, attractively laid out and furnished and with goods well displayed and to keep any display windows or showcases in the Demised Premises clean and adequately and attractively dressed at all times to the reasonable satisfaction of the Landlord.
- 3.4 Unless prevented by any regulation or requirement of a competent statutory or local authority or by any interruption in the supply of electricity by the statutory undertake to keep all display windows and showcases of the Demised Premises well lit during such hours as the Landlord shall from time to time determine or in the absence of such determination during the Business Hours.

4. Signs and Advertisements

- 4.1 At all times to display and maintain a suitable sign of a size and kind first approved in writing by the Landlord showing the Tenant corporate or trading name.
- 4.2 Not to place or display on the exterior of the Demised Premises or on the windows or inside the Demised Premises or any part of the Common Areas so as to be visible from outside the Demised Premises any name writing notice signboard placard poster sticker or advertisement other than :
 - (a) normal price tickets attached and relating to goods sold in the display area inside the Demised Premises (but not on the window glass); and
 - (b) trade placards, posters or advertisements of a temporary and not excessive nature and necessary or usual for the Tenant's trade as in Section 7 of First Schedule PROVIDED not more than 25% of the surface area of the shop window of the Demised Premises shall be obscured by such placards posters or advertisements.

5. Cleanliness and Tidiness

- 5.1 Not to cause the Common Areas to become untidy or dirty but at all times to keep the Common Areas free from deposits of materials and refuse.

- 5.2 To clean both sides of the shop front and the doors and windows and door and window frames of the Demised Premises save and except the outside surface of all external window and the window frame of the Complex at least once every week or as often as is deemed reasonably necessary by the Landlord.

6. Ceiling and Floor Loading

- 6.1 Not without the written approval of the Landlord to bring or permit to remain upon the Demised Premises or any part of the Complex any safes, machinery goods or other articles which shall or may strain or damage the Demised Premises or any part of the Complex.
- 6.2 Not without the written approval of the Landlord to suspend anything from the ceiling of the Demised Premises.
- 6.3 The Landlord may consult and obtain the advice of an engineer or other person in relation to the loading proposed by the Tenant and the Tenant shall repay to the Landlord on demand the fees of such engineer or other person.

7. Loading and Unloading

- 7.1 Not to load or unload any goods or materials from any except where such vehicles are parked in the loading bay designated for such purposes and not to cause congestion of those or any adjoining loading bays nor inconvenience to any other user of them.
- 7.2 Not to permit any vehicles belonging to the Tenant or any persons calling on the Demised Premises expressly or by implication with the authority of the Tenant to stand on the service roads or the pavements of them except when and for so long as the same actually loading or unloading goods and materials on the loading bays and to use its best endeavors to ensure that such persons calling on the Demised Premises do not permit any vehicle to stand on any such road pavements or loading bay.
- 7.3 Not to convey any goods or material to or from the Demised Premises except through the entrances and service areas provided for the purpose and not (without prejudice to the generality of the above) to convey the same via the Complex.

8. Security and Fire Alarms

- 8.1 To permit the duly authorised employees and agents of the Landlord to enter the Demised Premises upon reasonable notice during the Business Hour accompanied by an employee of the Tenant for the purpose of servicing and maintaining the security and fire alarm systems in the Complex provided that the Landlord shall cause as little disturbance as possible and shall make good any damage to the Demised Premises or to any furniture fittings stock or equipment in the Demised Premises caused by such entry.
- 8.2 To permit the duly authorised employees and agents of the Landlord to have such access to the Demised Premises as may be required in the event of a security alarm call.
- 8.3 To maintain repair and when necessary renew the security and fire alarms and ancillary equipment installed in the Demised Premises.
- 8.4 Not to install or maintain in the Demised Premises any equipment or apparatus which:
- (a) is intended to be an extension of the security or fire alarm system and to be connected to either such system other than such apparatus or equipment as is compatible with the equipment of such systems and that has been approved by the Landlord; or
 - (b) which may affect the performance of the security or fire alarm system.

9. Cooling and Ventilation

- 9.1 Not to do anything which interferes with the cooling or ventilation of the Complex or which impose an additional load on the cooling or ventilation plant and equipment.
- 9.2 During the Business Hours to operate the Ventilation equipment in the Demised Premises which comprises part of the system for the air conditioning of the Common Areas in accordance with the regulations for such purpose made by the Landlord from time to time.

10. Use of Lifts

- 10.1 Not to convey or carry goods and baggage in the passenger lifts or escalators except in service lifts and any other lifts designated by the Landlord.
- 10.2 Not to deface or cause or permit any damage or deface any part of the lifts or escalators passages, escalators, staircases, landings or other part of the Complex while moving any goods or other things whatsoever and shall forthwith repair and make good such damage or defacement or pay the Landlord on demand the costs of making good such damage and/or defacement.
- 10.3 Any delivery or consignment of crates of goods in bulk having a dimensional height and width weighing not in excess of the weight and height allowed in the goods lift shall be carried out by the Tenant its servants or agents only before 8.30 am and after 10.00 pm in the Complex or such other hours as may be designated by the Landlord.

11. Garbage and Waste Disposal

- 11.1 To use the goods lift of the Complex for the transportation of properly packed garbage, rubbish or waste of whatever nature for the disposal at the appropriate rubbish disposal bins or facilities provided by the Landlord PROVIDED ALWAYS the disposal of such garbage rubbish or waste shall only be carried out during the hours designated by the Landlord from time to time.
- 11.2 To take all responsible steps not to litter the Common Areas in the process of the disposal of such garbage rubbish or waste.

12. Regulations

To comply with all regulations made by the Landlord from time to time for the management of the Complex and notified to the Tenant in writing provided that nothing in the regulations shall purport to amend the terms of the tenancy and in the event of any inconsistency between the terms of the tenancy and the regulations, the term of the tenancy shall prevail.

13. OTHER MATTERS

- (a) The interior design (hereinafter called "ID") is strictly subject to the Landlord's approval. In the event that the Landlord is of the opinion that the ID is not up to the Landlord's satisfaction, the Tenant shall up grade and complete the up-grading of the ID within thirty (30) days from the Landlord's notice, failing which the Landlord shall have the option to terminate the tenancy under Section 5.01 of this agreement and deal with the Demised Premise as the Landlord shall deem fit.

THIRD SCHEDULE

(Which shall be taken and construed as an essential part of this agreement)

SPECIAL CONDITIONS

1. Apart from adhering strictly to the Permitted Use, if the Demised Premises are located on:
 - (a) Level 1 of the Complex, the Tenant shall not be allowed to display, sell or provide or engage in any business of displaying, selling or providing any products or services other than mobile phones and related products and services EXCEPT with prior written permission of the Landlord.
 - (b) Level 2 of the Complex, the Tenant shall not be allowed to display, sell or provide or engage in any business of displaying, selling or providing any products or services other than information and communication technology related products and services (including but not limited to information technology, mobile phone and computer products, their accessories and related services) EXCEPT with prior written permission of the Landlord.
 - (c) Level 3 of the Complex, the Tenant shall not be allowed to display, sell or engage in any business of displaying or selling used, reconditioned or refurbished goods under any circumstance whatsoever.
 - (d) Levels 3 and 4 of the Complex, the Tenant shall not be allowed to display, sell or provide or engage in any business of displaying, selling or providing any products or services other than information and communication technology related products and services (including but not limited to information technology, mobile phone and computer products, their accessories and related services) and musical instruments, their accessories and related products and services EXCEPT with prior written permission of the Landlord.
2. Where the Attendance Cost is not payable pursuant to Section 6 (h) of First Schedule, it shall be deemed that the fit-out/renovation works executed on the Demised Premises have been satisfactorily completed by the Tenant prior to the commencement of this tenancy; and the Tenant shall take full responsibility for the same during the subsistence and at the expiry or earlier determination of this tenancy, whether or not the same were in fact executed by the Tenant; and the renovation period and all such provisions and effects of this agreement based on or stemming from the applicability of the renovation period shall not apply, in particular the Tenant shall not be entitled to any waiver or discount of rent, or the use of electricity, water, lifts and other amenities to be provided by any party other than itself, or any other entitlements, rights or benefits which the Tenant would otherwise hold or enjoy if the renovation period were to apply.
3. The Fit-out Deposit stipulated in Section 6 (d) of First Schedule, if any, may be taken by the Landlord towards payment of Monthly Rental upon the completion of the fit-out/renovation works to the approval and satisfaction of the Landlord.
4. The renovation period referred to in Clause 2.05(a) shall read "90 DAYS from the Commencement Date" instead.

APPENDIX A

(Floor Plan)

(Which shall be taken and construed as an essential part of this agreement)



JYM MARKETING



Plaza Pelangi
Level 4
Updated 08-2024



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SCALE 1:450