

DATED THIS 01 DAY OF MAY 2021

BETWEEN

**HOSPITAL PANTAI INDAH SDN BHD
(Company No.: 578148-T)**

AND

**EUSTARY FLORIST
(Company No.: SA0516678-V)**

TENANCY AGREEMENT

(GIFT & FLORIST SHOP)

This Tenancy Agreement made the day and year stated in Section 1 of the First Schedule hereto

BETWEEN

The party particularly described in Section 2 of the First Schedule hereto (hereinafter referred to as “the Landlord”) of the one part;

AND

The party more particularly described in Section 3 of the First Schedule hereto (hereinafter referred to as “the Tenant”) of the other part.

**ARTICLE 1
RECITALS**

1.1 THE SAID LAND

The landlord is the registered and/or beneficial proprietor of all that piece of land, which is more particularly described in Section 4 of the First Schedule hereto (hereinafter referred to as “the Said Land”) together with the building, which is more particularly described in Section 5 of the First Schedule hereto (hereinafter referred to as “the Building”) and the Said Land and Building shall hereinafter be collectively referred to as “the Property”.

1.2 DEMISED PREMISES

The Tenant is desirous of renting a small part of the Building, which is more particularly described in Section 6 of the First Schedule hereto, a copy of which is annexed hereto and marked as Third Schedule (hereinafter referred to as “the Demised Premises”) for the purpose as per Section 13 of the First Schedule (hereinafter referred to as “the Business”).

**ARTICLE II
INTERPRETATION AND DEFINITION**

2.1 DEFINITION

Wherever used in this Agreement, unless the context shall otherwise require, the following expressions shall have the following meanings:

Appropriate Authority	means any governmental, semi or quasi-governmental and/or statutory departments, agencies or bodies
Building	shall mean the building construed on the Said Land, which is more particularly described in Section 5 of the First Schedule hereto.
Commencement Date	shall mean the date stipulated in Section 7 of the First Schedule hereto.
Common Property	Shall mean in relation to the Building: -

- (i) that portion or portions of the Said Land on which so much of the land area and building, structures, equipment, machinery, fixtures and fittings, lifts, refuse chutes, drains, sewers, cables, wires, ducts, other facilities and installations to be used or enjoyed in common by the Tenant and other tenants of parcels in the said Building stands together with so much of the Building as is excluded from the individual parcels in the Said Building and the Said Land which the Building stands together with so much of the Building as is excluded from the individual parcels of premises and the car park at the Building, and
- (ii) the remainder of the Said Land.

Demised Premises	shall mean the part of the Building, which is more particularly described in Section 6 of the First Schedule hereto.
Deposit	shall mean the Rental Deposit and the Utility Deposit, which is more particularly described in Section 11 of the First Schedule hereto.
Equipment	shall mean any equipment's including but not limited to telephone and electrical appliance belonging to the Tenant.
Expiry Date	shall mean the date as stipulated in Section 8 of the First Schedule hereto.
Landlord	shall mean the party whose name and address as stipulated in Section 2 of the First Schedule hereto.
Monthly Rental	shall mean the rental sum as stipulated in Section 9 of the First Schedule hereto which is payable by the Tenant to the Landlord in the manner and in accordance with Section 10 of the First Schedule hereto.
Rental Deposit	shall mean the sum as stipulated in Section 11 of the First Schedule hereto.
Said Land	shall mean the land, which is more particularly described in Section 4 of the First Schedule hereto.
Term	shall mean the period of this tenancy granted under this Agreement, which is more particularly stated in the Section 12 of the First Schedule hereto.
Utility Deposit	shall mean the sum as stipulated in Section 11(b) of the First Schedule hereto.

2.2 GENERAL INTERPRETATION

- 2.2.1 In this Agreement, except to the extent that the context otherwise requires, words denoting the singular number shall include the plural, individuals shall include corporations and any gender shall include the other gender and vice versa.
- 2.2.2 All references in this Agreement to “RM” (Ringgit Malaysia) shall, unless otherwise specified, be construed as to references to the currency of Malaysia.

2.3 REFERENCE TO STATUTE

Each reference in this Agreement or its Schedules, to an Act of Parliament, regulation or ordinance, or to any section of provision thereof, shall be read as though the words “or any statutory modification or re-enactment thereof or any statutory provision substituted therefore an regulations, ordinances, bylaws and other statutory instruments promulgated or issued thereunder” were added to such reference.

2.4 HEADINGS AND MARGINAL NOTES

- 2.4.1 The paragraph headings in this Agreement have been inserted for the purpose of convenience of reference only and shall have no effect whatsoever on the meaning, interpretation or construction of the provisions hereof.
- 2.4.2 All references in this Agreement to Parties, Recitals, Clauses and Schedules shall, unless otherwise expressly provided, be to the parties for the time being to this Agreement and to the Recitals, Clauses and Schedules of or to this Agreement, as the case may be.

ARTICLE III TENANCY

3.1 AGREEMENT TO LET

The Landlord hereby grants and the Tenant hereby accepts the tenancy of the Demised Premises for the duration of the Term, which shall commence on the Commencement Date and shall expire on the Expiry Date with a Monthly Rental payable in advance by the Tenant to the Landlord in the manner described in Section 10 of the First Schedule strictly for the purposes described in Section 13 of the First Schedule upon the terms and conditions herein contained.

ARTICLE IV DEPOSIT

4.1 DEPOSIT

The Tenant shall pay to the Landlord the Deposit as stipulated in Section 11 of the First Schedule within seven (7) days upon signing this Agreement as security for the due observance and performance by the Tenant of the terms and conditions of this Agreement.

4.2 DEPOSIT TO BE MAINTAINED

The Deposit shall be maintained during the Term hereby created and shall not without the prior written consent of the Landlord first had and obtained be deemed to be or treated as payment of or towards rental hereunder and upon the expiration, termination or sooner determination of the Term hereby created the same shall be returned forthwith to the Tenant free of interest less such sum owing to the Landlord.

4.3 REFUND OF THE DEPOSIT

The refund of the Deposit free of interest as stated in Clause 4.2 above shall be made by the Landlord to the Tenant within fourteen (14) days from the date of written notice issued by the Tenant, failing which, any sum or sums due hereunder shall be construed as debt due by the Landlord to the Tenant.

ARTICLE V RENT AND ASSESSMENT

5.1 RENT

- 5.1.1 The Tenant hereby agrees that the Tenant shall pay the Monthly Rental to the Landlord in the manner stipulated in Section 10 of the First Schedule hereto. The Monthly Rental is deemed to be inclusive of all bank charges/commission in the event that the payment is effected by cheque / autopayment.
- 5.1.2 The Landlord hereby agrees to grant the Tenant a Rent Free Period as stipulated in Section 19 of the First Schedule for the Demised Premises as stipulated in Section 6(ii) for the purposes of Fit-Out.

5.2 INCREASE IN RENT

The Parties hereby agree that the rent for the second term of this tenancy exercisable under the option granted pursuant to Clause 10.5 herein shall be determined in accordance with Section 16 of the First Schedule.

5.3 INCREASE IN ASSESSMENT / QUIT RENT

In the event of the assessment and/or quit rent payable in respect of the Demised Premises and/or the Said Land thereon being at any time and from time to time be increased above the amount payable as at the Commencement Date and if such increase is due to the installation of any of the Tenant's equipment or device on the Demised Premises, then the Tenant shall bear the difference between the existing assessment and/or quit rent and the new assessment and/or quit rent as imposed by the Appropriate Authority PROVIDED ALWAYS THAT the Tenant's duty to pay is deemed to be completed upon payment/settlement of the said difference by the Tenant to the Landlord.

ARTICLE VI

COVENANTS BY THE TENANT

The Tenant hereby EXPRESSLY AGREES AND COVENANTS with the Landlord as follows: -

6.1 PAYMENT OF MONTHLY RENTAL AND ALL OTHER SUMS

The Tenant shall pay the Monthly Rental, the Deposits and other sums payable under this Agreement and/or in respect of the Demised Premises in the manner as herein provided.

6.2 PAYMENT OF OTHER CHARGES

- 6.2.1 The Tenant shall apply for and procure the installation by the relevant utilities and service suppliers as shall be specified by the Landlord of separate meters in the Demised Premises to record the supply of electricity and all relevant charges consumed upon the Demised Premises.
- 6.2.2 The Tenant shall promptly pay all charges in respect of electricity and all relevant charges incurred by the Tenant for the operation of the Tenant's Equipment, installations or devices installed on the Demised Premises, subject to the method of payment to be agreed between the Landlord and the Tenant, or the relevant utility company.
- 6.2.3 Upon execution of this Agreement the Tenant shall enter into agreements with the relevant authority and pay the sum as required by the relevant utilities companies for the provision of the services. The terms of the refund of any Utility Deposit as required by the utilities companies shall be a matter between the Tenant and the relevant authority stated herein, and the Landlord shall not be held responsible for the deposits in any manner whatsoever.

6.3 INSPECTION

- 6.3.1 The Tenant shall permit the Landlord or its agents with or without workmen at all reasonable times with prior notice to the Tenant to enter upon and examine the condition of the Demised Premises and to view and inspect the condition thereof and to inspect and/or take inventories of the Landlord's fixtures therein and to do structural and/or external and/or any repairs on the Demised Premises or to other portions of the Building of which the Demised Premises forms a part or to any contiguous building not conveniently assessable otherwise than from or through the Demised Premises. The Landlord may at any time serve on the Tenant notice in writing specifying any repairs or works or replacement necessary to be made to comply with the Tenant's covenants to repair herein contained and requiring the Tenant forthwith to execute the same, and if the Tenant shall not within then (10) days after service of such notice proceed diligently to execute such repairs or works or make such replacement and the costs thereof (including any surveyor's and architect's fees) shall be debt due from the Tenant to the Landlord and forthwith recoverable by action.

- 6.3.2 The Tenant shall permit the Landlord or its agents with or without workmen at all reasonable times with prior notice to the Tenant to enter upon and examine the condition of the Demised Premises and to carry out all works in relation to pest control.

6.4 ALTERATIONS AND RENOVATION

The Tenant SHALL NOT at any time throughout the Tenancy Term hereby created and during this Tenancy unless the prior written approval of the Landlord has been received, and subject to the approval of any Appropriate Authority where necessary;

- 6.4.1 make any structural or material alterations in and/or additions to the Demised Premises or any part thereof and in particular not to make or permit to be made such alterations and/or additions that will affect or prevent the full and unrestricted use and benefit of the air-conditioning system to other parts of the Hospital or which will interfere with the access of light and air to the existing windows doorways passageways and opening of the Landlord's other tenant(s) in the Hospital or of adjoining or neighboring premises;
- 6.4.2 make any alterations modifications and/or additions to the Demised Premises with respect to the partitioning fixtures fittings or furnishing therein provided that the relevant written consent is obtained from the Landlord where the Landlord shall have the option to require the Tenant to engage contractors approved by the Landlord and all costs and expenses of which shall be borne by the Tenant;
- 6.4.3 install any electrical sockets plugs power points or add to or in any way interfere with the electric cables switches junctions or points or the pipes taps or other apparatus if such installation or interference will cause overloading or damage to the power supply or use electricity, water or gas telephone installation to the Demised Premises or to other premises within the Building;
- 6.4.4 install affix or connect any air-conditioning or fanning or ventilation or air extractor unit(s) in or to the Demised Premise whether in the interior or exterior of the Demised Premises or any part thereof; and
- 6.4.5 cut maim or injure any of walls or timber of the Demised Premises or suffer or permit the same to be done except for carrying out necessary repairs approved or requested by the Landlord.

PROVIDED THAT in the event that the Landlord's written consent is given to any of the aforesaid, the Tenant shall at the Tenant's own costs and expenses carry out such alterations installations or works with such materials and in accordance with such designs as shall be prescribed by the Landlords' architects and/or engineers and/or consultants and approved by the Landlord and the Tenant shall further bear all costs and expenses incurred or to be incurred by the Landlord for the service of such architect(s) and/or engineer(s) and/or consultant(s). Furthermore, the Tenant shall at his own costs and expenses obtain all such necessary planning and other consents or approvals pursuant to the provisions of any written laws by-laws rules regulations or order applicable hereto. Upon the expiry or earlier termination of the Tenancy Term hereby created, the Tenant shall if requested by the Landlord restore the demised Premises to its original state and condition at the commencement of the Tenancy herein created at the costs and expenses of the Tenant.

6.5 PROHIBITION OF NUISANCE, NOXIOUS SUBSTANCES, ETC

The Tenant shall not carry on, permit or suffer anything to be done in or about the Demised Premises any offensive, noxious, noisy or dangerous business, manufacture or use whatsoever of use the Demised Premises for any illegal or immoral purpose or cause nuisance, annoyance or inconvenience to the Landlord or neighbors or occupiers of adjoining premises.

6.6 USE OF THE DEMISED PREMISES

The Tenant shall not use the Demised Premises or any part thereof for the sale of drugs or pharmaceutical products listed under the Poison Act or for any purpose other than for the purpose as stipulated in Section 13 of the First Schedule.

6.7 PROHIBITION AGAINST ASSIGNMENT

- 6.7.1 Subject to Clause 8.5, the Tenant shall not sub-let, assign or part with the possession of the Demised Premises without the prior written consent of the Landlord, which consent shall not be unreasonably withheld, provided such restriction shall not apply in situations of co-sharing with other telecommunication operators.
- 6.7.2 Notwithstanding the above, the Tenant shall not sub-let, assign or part with the possession of the Demised Premises to the Tenant's subsidiaries without notice and without the prior written consent of the Landlord.

6.8 VACATING AND REINSTATE OF THE DEMISED PREMISES

To reinstate and restore the Premises to its bare shell condition and to make good all damage caused or occasioned by the erection and removal of alterations partitions or other erections, such reinstatement and restoration to be carried out under the control of the Landlord's fit-out controller or such other persons as the Landlord may appoint at the Tenant's cost.

6.9 REQUISITE LICENCES AND APPROVALS

The Tenant shall obtain and maintain at the Tenant's own expense all licenses, permits, registrations, approvals and other consents for the conduct of the permitted business and for the purposes of installing and operating the Equipment.

6.10 PROHIBITION OF OBSTRUCTION

- 6.10.1 The Tenant shall not cause any accumulation of dirt, rubbish or debris in or outside the said Demised Premises and not to leave or store any goods in any part of the common areas, entrance or stairways passages of corridors of the said Building so as to cause

obstruction. In particular the Tenant shall be required to keep free from obstruction the fire escapes of the Building.

6.11 PROHIBITION OF PUBLIC ANNOUNCEMENT OR EXHIBITION

The Tenant shall not affix, paint or otherwise exhibit on the exterior of the said Demised Premises or the windows thereof any name-plate, signboard or advertisement, provided that the Landlord shall be entitled to, at the expense of Tenant, supply and install standard design nameplates at the main lobby and floor levels designated for such purposes.

6.12 DUTY TO INFORM BY TENANT

The Tenant shall within seven (7) days of the receipt of the same by them give full particulars to the Landlord of any notice or proposal for a notice or order or proposal for an order given, issued or made to the Tenant in respect of the said Demised Premises by or on behalf of any Appropriate Authority and if so required by the Landlord shall produce such notice or proposal to the Landlord and shall also without delay and within the period prescribed by such notice, order or proposal take all reasonable and necessary steps to comply with the provisions of the same and shall also at the request of the Landlord and at the cost of the Tenant make or join with the Landlord in making such objection or objections or representations or representations against or in respect of any proposal for such notice, order or proposal as the Landlord shall deem expedient.

6.13 PROHIBITION AGAINST COOKING

The Tenant shall not use or cause or permit to be used the said Demised Premises or any portions thereof for the cooking for the purpose of carrying on the business of caterers for food and beverages, except in designated areas provided and approved by the Landlord which decision on such matter is final and binding on the Tenant and those claiming title under him. The Tenant however is allowed to reheat food and beverages by microwave oven or slow cooker.

6.14 PROHIBITION AGAINST LOADING HEAVY OBJECTS

The Tenant shall not load place or permit to be placed unto the floor of the said Demised Premises and/or the common parts of the said Building or any part thereof such loads thing or objects, which exceeds fifty (50) pounds per square feet. The Tenant shall when required by the Landlord distribute any load on the floor in accordance with the directions and requirements of the Landlord and/or its Engineer or Architect for the purposes of this paragraph. The decision of the Landlord's surveyors' architects or engineers shall be final conclusive and binding on the Tenant. The Tenant shall indemnify the Landlord for any loss or damage sustained in the event of their breach of this covenant.

6.15 DUTY TO INSURE BY TENANT

The Tenant shall take and maintain sufficient and adequate insurance coverage with reputable insurance companies covering: -

- 6.15.1 the risks, inter alia the Tenant's good and property, merchandise, plant, equipment, machinery effects and things whatsoever of the Tenant against loss or damage by fire and such other risks to the full insurable value thereof; and;
- 6.15.2 public liability, fire and other claims in respect of loss or damages arising out of any injuries or death to or damage caused to any employees, visitors or invitees or persons lawfully present in the Demised Premises.

6.16 PROHIBITION OF RANDOM PARKING OF VEHICLES

The Tenant shall not cause or permit any vehicles including bicycles motorcycles motor scooters whether belonging to or under the control of the Tenant or his employees servants workers agents licensees invitees or patrons to be parked or kept in the passages or in any part of the Building or the surrounding of the Building except in space intended or reserved for such purposes.

6.17 REMOVAL OF FITTING AND FIXTURES

The Tenant shall not at any time remove any or all of the fixtures and fitting from the Demised Premises except with the prior written approval of the Landlord.

6.18 CLEAN AND HYGIENIC CONDITION

The Tenant shall maintain and upkeep the Demised Premises and its surrounding places in a clean and hygienic condition as to the satisfaction of the Landlord at the Tenant's own costs and expenses.

6.19 DUTY TO MAINTAIN THE DEMISED PREMISES

The Tenant shall at its own costs expenses, to keep the interior of the Demised Premises, flooring, interior plaster or other surface material or rendering on walls and ceiling and the Landlord's fixtures furnishing fittings installation therein including all windows glass shutters locks fastening key electric wiring fittings drains and pipes and other fixtures the property of the Landlord upon and belonging to the Demised Premises as well as water closets lavatories and conveniences of which the Tenant has exclusive use in good and tenantable repair and condition (fair wear and tear or damage by fire storm tempest riot and other cause beyond the Tenant's control excepted) to the satisfaction of the Landlord and/or any Appropriate Authority. The Tenant shall at its own costs and expenses replace or make good any damage to the fixtures furnishing installation as mentioned in this Clause to the satisfaction of the Landlord if caused by malicious act, negligence, omissions or carelessness by the Tenant or any of the Tenant's employees or agents and

shall also fully indemnify the Landlord against all claims actions and legal proceedings whatsoever, if any, made upon the Landlord by any person in respect thereof.

6.20 SECURITY

The Tenant shall use his best endeavors to protect and keep secured the Demised Premises and any property contained therein against theft, burglary, accident or damage at the Tenant's own costs and expenses. The Tenant shall be responsible for locking and securing all doors and windows of the Demised Premises at all times and the Landlord shall not be responsible for any loss of properties, merchandise, supplies, possessions, commodities and/or wares for purposes of this clause.

6.21 PROPER CONDUCT

The Tenant shall cause all his employees servants workers agents and licensees to the Tenant to conduct themselves so as to accord with the rules and regulations prescribed by the Landlord or its duly authorized agent(s) for the proper management and reputation of the Landlord and to ensure that all such employees servants workers agents and licensees of the Tenant do not enter upon any part of the Building other than the Demised Premises, the common entrance and the hallways leading thereto or to toilets or other facilities made available by the Landlord for the use of the Tenant or the Tenant's employees servants agents and licensees in the Building unless such employees servants workers agents and licensees wish to patronize the Landlord's business.

6.22 REPAINT OF DEMISED PREMISES

The Tenant shall redecorate and repaint on the expiration, termination or other determination of the tenancy herein granted with at least two (2) coats of good quality emulsion paints all surfaces of the interior walls of the Demised Premises and to repaint or re-varnish or re-stain any wood work and iron work including doors and windows in accordance to the color scheme approved by the Landlord upon termination of the Tenancy Term. In the event that the Tenant fails to comply with this clause, the Landlord shall then be entitled to charge the Tenant for all costs and expenses of such repainting, revarnishing and/or re-staining.

6.23 CARRIAGE AND CONVEYANCE OF GOODS

The Tenant shall not use or cause or permit to be used any escalators or lifts in the Building (save and except for goods or service lifts reserve for such purposes) for the carriage or conveyance of any good merchandise goods equipment's or furniture not to cause any obstruction in the entrance staircases landings corridors passages and other common parts of the Building.

6.24 WINDOWS AND LIGHTS

The Tenant shall not block darken obstruct or obscure any of the windows and lights in the Demised Premises or the Building or any part thereof which will in the Landlord's opinion obstruct the quiet occupation and enjoyment of the Landlord and other tenant(s) in the Building.

6.25 COMPLIANCE WITH MINISTRY OF HEALTH'S GUIDELINES

The Tenant shall observe and comply with and cause its servants employees and invitees to observe and comply with all by-laws, rules and regulations laid down by the Ministry of Health or any other relevant government body or agency which are applicable to the preparation, handling and delivery of food within the Demised Premises including compulsory health screening and immunization for typhoid.

6.26 COMPLIANCE WITH LANDLORD'S POLICY AFFECTING THE LANDLORD

The Tenant shall observe and comply with and cause its servants employees and invitees to observe and comply the rules regulations and instructions as may be now and from time to time hereafter be determined by the Landlord at the Building namely;

- 6.26.1 not to use the Demised Premises for any illegal purposes including but not limited to gambling and bettering; and
- 6.26.2 not to use the Demised Premises for any immoral activity including the viewing collecting copying distributing mailing or downloading of pornographic material either by way of conventional means and print or through the means of electronic and computerized media and/or mail.

ARTICLE VII COVENANTS BY THE LANDLORD

7.1 PAYMENT OF THE OUTGOINGS

The Landlord shall pay all quit rent, assessment or other rates including any increased thereof now or to be imposed on or payable on the Said Land and/or the Demised Premises. In the event the Landlord fails, neglects and/or omits to do the same, the Landlord agrees that the Tenant has the absolute discretion to pay on behalf of the Landlord and recover the same from the Landlord directly or to set-off the amount due from the Monthly Rental, Rental Deposit or Utility Deposit.

7.2 ELECTRICITY SOURCE

The Landlord shall permit the Tenant to utilize or connect an electricity source to the Demised Premises to enable the proper operation and functioning of any of the Tenant's Equipment and for that purpose.

7.3 FREE, CONTINUOUS AND UNINTERRUPTED ACCESS

The Landlord shall grant the Tenant the sole and absolute right to a free, continuous and uninterrupted access of twenty-four (24) hours for each day during the Term to the Demised Premises for the purposes for each day during the Term to the Demised Premises for the purposes of enabling the Tenant's employees and/or agents to install, check, test, maintain, repair or service any of the Tenant's Equipment, installations or devices. The Landlord shall provide a contact person as provided in Section 14 of the First Schedule to be responsible for the accessibility of the Demised Premises to the Tenant.

7.4 QUIET ENJOYMENT

The Landlord shall allow the Tenant quiet and peaceful enjoyment of the Demised Premises during the Term or the renewed term without any interruption or disturbance by the Landlord or any other person claiming under or in trust for him or any third party.

7.5 TENANT'S EQUIPMENT

The Landlord hereby acknowledges and agrees that any of the Tenant's Equipment installed and/or kept on the Demised Premises shall be the property of the Tenant absolutely.

**ARTICLE VIII
MUTUAL COVENANTS**

8.1 CLAIM

In the event that any claim, suit, proceeding, demand or action made by a Party against the other Party or any refund sought by a Party from the other Party under this Agreement shall be required to be recovered through any process of law or to be placed in the hand of solicitors or agents for collection, the Party against whom the claim, suit, proceeding, demand or action is made or against whom a refund is sought shall pay any and all expenses, losses, damages, cost and fees including, but not limited to, all legal fees on full indemnity basis incurred by the claiming Party or the Party seeking the refund in respect of such recovery or collection of the claim or refund.

8.2 INSURANCE

Both parties shall not do anything whereby any insurance effected by a Party (hereinafter referred to as “the claiming Party”) in respect of the claiming Party’s property against loss or damage by fire may be rendered void or voidable or whereby the premium for any such insurance may be liable to be increased and shall pay to the claiming Party upon written demand from the claiming Party within seven (7) days thereof all sums paid by the claiming Party by way of increased premium and all losses or expenses sustained or incurred by the claiming Party in respect of such policy or policies as a result of non-observance of this clause by the other Party (hereinafter referred to as “the defaulting Party”) without prejudice to other rights and remedies which the claiming Party may have against the defaulting Party.

8.3 LEGAL PROCEEDINGS

In the event of any legal proceeding, suit or claim of any nature whatsoever instituted against the Landlord by any relevant Appropriate Authority as a result of any default committed by the Tenant, the Landlord shall approve and consent to the appointment of the solicitors arranged by the Tenant to act for and on behalf of the Landlord for the purpose of defending the Landlord in the said proceeding, suit or claim and all cost and expenses incurred shall be borne by the Tenant.

8.4 INDEMNITY

- 8.4.1 The Landlord agrees to indemnify the Tenant on a full indemnity basis for all losses, costs, expenses, liabilities and damages which the Tenant would suffer as a result of any summonses, orders or notices or otherwise which the Landlord has defaulted with any of the relevant Appropriate Authority.
- 8.4.2 The Tenant agrees to indemnify the Landlord on a full indemnity basis for all losses, costs, expenses, liabilities and damages which the Landlord would suffer as a result of the Tenant installing the base transceiver station prior to the Tenant obtaining the approval from any of the relevant Appropriate Authority.

8.5 SHARING WITH OTHER OPERATORS

In the event that the Tenant is desirous of sharing any of his telecommunications facilities and/or telecommunications infrastructure on the Demised Premises with other telecommunications operator(s), including cooperating with each other to establish an infra-sharing arrangement, the Landlord shall have no objections whatsoever to such infra-sharing arrangement and shall allow and permit other telecommunications operator(s) to share the telecommunications facilities and/or telecommunications infrastructure at no extra cost and/or rental to the Tenant.

**ARTICLE IX
EVENT OF DEFAULT/SUSPENSION**

9.1 EVENT OF DEFAULT

Without prejudice to the right of the Landlord as stipulated in Clause 12 below, if any one or more of the following event(s) occurs, it shall be deemed to be an event of default for the purposes of interpretations and compliance with this Agreement: -

- 9.1.1 if the Rent hereby reserved or any part thereof or any payment payable to the Landlord as stated in this Agreement shall be in arrears and unpaid for seven (7) days after becoming due and payable whether formally demanded or not; or
- 9.1.2 if the Tenant defaults in the compliance performance or observance of any of the agreements conditions covenants terms and stipulations herein expressed in this Agreement; or
- 9.1.3 if the Tenant:
 - a. being a company goes into liquidation either compulsory or voluntary (save for purposes of reconstruction or amalgamation) or a receiver is appointed in respect of the whole or any part of its assets or goes into provisional liquidation or become insolvent or goes into receivership; or
 - b. being an individual, a sole proprietor or partnership, becomes a bankrupt or commit an act of bankrupt, becomes insane or dies (in the case of partnership, if any of the partners);
- 9.1.4 if the Tenant makes any assignment to or enter into arrangement or composition with any of his creditors; or
- 9.1.5 if the tenant suffers any distress or attachment or executive to be levied against his goods;

in any such cases it shall then be lawful for the Landlord at any time thereafter to serve a written notice upon the Tenant pursuant to Section 235 of the National Land Code requiring the Tenant to remedy the breach the subject matter of the said notice and it is hereby mutually agreed that a reasonable time in which to remedy the breach complained of is fourteen (14) days and upon the expiration of the period specified in the said notice without the breach complained of having been remedied, this Agreement shall absolutely determine and the Tenant shall forthwith quit and deliver vacant possession of the Demised Premises to the Landlord but without prejudice to the right of action of the Landlord in respect of any antecedent breach of covenant on the part of the Tenant.

9.2 INTEREST

Without prejudice to the Landlord's right under Clause 9.1 above, if the Rent or any part thereof shall be in arrears or other monies are owing to the Landlord under the provisions of this Tenancy (hereinafter referred to as the "Debt"), the Tenant shall pay interest on the Debt at the rate of ten per centum (10%) per annum on a daily basis from its due date until full payment thereof.

ARTICLE X
DETERMINATION / TERMINATION

10.1 TERMINATION

If any covenant on the Tenant's part herein contained shall not be performed or observed or the Tenant shall enter into compulsory or voluntary liquidation otherwise than for the purpose of reconstruction or amalgamation or if any distress or execution shall be levied on the Demised Premises then and in such case the Landlord shall be entitled to give written notice to the Tenant to remedy such breach or non-observance within twenty-one (21) days, and if the Tenant neglects or refuses to remedy such breach or non-observance, then it shall be lawful for the Landlord at any time thereafter to re-enter upon the Demised Premises or any part or parts thereof in the name of the whole and thereupon this tenancy shall absolutely cease and determine and the Deposit shall be absolutely forfeited to the Landlord.

10.2 FORCE MAJEURE

If the Demised Premises or any part thereof shall be damaged or destroyed by fire or other risks so as to render the Demised Premises unfit for use (except where such fire or other risks has been caused by the default or negligence of the Tenant or its servants or agents) the Monthly Rental hereby reserved shall be suspended until the Demised Premises shall again be rendered fit for occupation and use PROVIDED that in the event of total destruction of the Demised Premises the Tenant shall be entitled to summarily terminate this tenancy. In the event the Landlord deciding not to rebuild or reinstate the damaged portion of the Demised Premises or any part thereof, or the Tenant deciding not to continue with this tenancy, then the Monthly Rental hereby reserved shall cease and this tenancy shall determine from the happening of such destruction or damage as aforesaid and the Tenant shall peaceably and quietly leave, surrender, vacate, deliver and yield up possession of so much of the Demised Premises as shall not have been destroyed (fair wear and tear excepted) and the provision of Clause 4.3 shall apply.

10.3 DAMAGE TO GOODS ETC.

If for any reason the Landlord is unable to carry out or perform any of the services for which the service charges are levied, including any defect leakages or overflow or breakdown of machinery or plant or air-conditioning, lifts escalators or other installations and facilities the Landlord shall not be liable for any loss or damage to the person or property of the family, guests, customers, servants, visitors invitees or licensees of the Tenant in or upon the Demised Premises or any consequential losses or damage arising therefrom.

10.4 EARLY TERMINATION

Notwithstanding anything to the contrary contained in this Agreement, the Landlord is entitled to terminate this Agreement at any time before its expiration by giving two (2) months' notice in writing to the Tenant of its intention to terminate Agreement and upon

the expiration of such notice neither party hereto shall have any claim against the other save and except in respect of any antecedent breach.

10.5 OPTION TO RENEW

10.5.1 The Landlord will on the written request of the Tenant made three (3) months before expiration of the term hereby created and if there shall not be at the time of such request any existing breach or non-observance of any of the covenants on the part of the Tenant hereinbefore contained, at the expense of the Tenant grant to the Tenant a tenancy of the Demised Premises for a further term as provided for in Section 15 of the First Schedule hereto from the expiration of the said term at the rental which shall be based on the then prevailing market rates to be mutually determined by the Landlord and the Tenant upon the like covenants and provisions as are herein contained or such variations or modifications as may be decided by the Landlord with the exception of the present covenant for renewal.

10.5.2 If a further tenancy of the Demised Premises is not created by a document executed by the Landlord and the Tenant but if the Tenant shall at the expiry of the said term remain in possession of the Demised Premises with the written consent of the Landlord the Tenant shall be deemed to be a monthly tenant thereof. Such monthly Rental shall be at the then prevailing market rates which is agreeable by both parties and the tenancy shall be determinable by one (1) calendar months' notice but otherwise shall be subject in all respects of the terms and conditions herein contained.

ARTICLE XI MISCELLANEOUS

11. ILLEGALITY

In the event that one or more of the provisions contained in this Agreement shall for any reason be held to be unenforceable, illegal or otherwise invalid in any respect under the law governing this Agreement or its performance, such unenforceability, illegality or invalidity shall not affect the remaining provisions of the relevant clause(s) or any other provisions of this Agreement and this Agreement shall then be construed as if such unenforceable, illegal or invalid provisions had never been contained herein.

12. SUCCESSOR-IN-TITLE

This Agreement shall bind the successors-in-title, heirs or permitted assigns of the Landlord and the Tenant.

13. ENTIRE UNDERSTANDING

This Agreement supersedes all prior agreements, arrangements and undertakings between the parties and constitutes the entire agreement between the parties. No addition to or modification of any provisions of this agreement shall be binding upon the parties

unless made by written instrument signed by a duly authorized representative of both parties.

14. COST

Each Party shall bear its own legal costs of and incidental to the negotiations, preparation and execution of this Agreement. The costs of stamping this Agreement shall be borne and paid solely by the Tenant.

15. TIME

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

16. GOVERNING LAWS

This Agreement shall be governed by the laws of Malaysia and the Parties shall submit to the jurisdiction of the Courts of Malaysia.

17. COMPULSORY ACQUISITION

In the event that the Said Land and/or Building an/or Demised Premises or any part thereof shall during the duration of the Term be or become affected by any notice of acquisition or intended acquisition under the Land Acquisition Act, 1960 or other legislation in Malaysia, the Landlord shall immediately give written notice thereof to the Tenant and the Tenant shall be entitled to terminate this tenancy herein with effect from the date of notice of acquisition or intended acquisition whereupon the Landlord shall forthwith refund to the Tenant the Deposit in accordance with the provisions of Clause 4.3.

18. NOTICES

18.1 Any notice or other communication sent by the Landlord shall be in writing, and shall be delivered personally or sent under registered mail cover to the Tenant's address or sent by facsimile transmission to the facsimile number of the Tenant, as set out in Section 3 of the First Schedule.

18.2 Any notice or other communication sent by the Tenant to the Landlord shall be in writing, and shall be delivered personally, or sent under registered mail cover, or sent by facsimile transmission to the facsimile number of the Tenant, as set out in Section 2 of the First Schedule.

- 18.3 Any notice or communication shall be deemed to have been duly served immediately if delivered personally or transmitted error-free by facsimile transmission, or two (2) business days after posting if delivered under registered mail cover.
- 18.4 In the event of any change of address, telephone, facsimile number or electronic mail address of either Party, that Party shall notify the other in writing of such change within SEVEN (7) DAYS of such change.

19 SPECIAL TERMS

This Agreement shall be subject to such other express terms and conditions (if any) as may be mutually agreed between the Tenant and the Landlord as specified in the Second Schedule. In the event of any conflict or inconsistency between the provisions contained in this Agreement and the provisions contained in the Second Schedule, the provisions contained in the Second Schedule shall prevail.

20 KNOWLEDGE ACQUIESCENCE

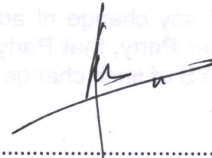
Knowledge and acquiescence by either party hereto of or in any breach of any of the terms, conditions or covenants herein contained shall not operate as to be deemed to be a waiver of such terms, conditions or covenants or any of them and notwithstanding such knowledge or acquiescence, each party hereto shall be entitled to exercise its respective rights under this Agreement and to require strict performance by the other of the terms, conditions and covenants herein.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

SIGNED BY)

For and on behalf of the Landlord
HOSPITAL PANTAI INDAH SDN BHD
(COMPANY NO. 578148-T))



.....
Name: Choe Shin Yee
Designation: Chief Executive Officer

In the Presence of: -



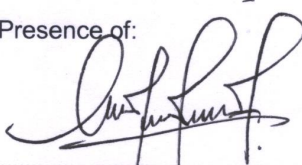
.....
Witness' Name: Shankar G. Krishnan
Designation: Head of Operation (Acting)

Signed by)
For and on behalf of the Tenant)
EUSTARY FLORIST)
(COMPANY NO. SA0516678-V))



.....
Name: Kian Cheong Chin
Designation: Managing Director

In the Presence of:



.....
Witness' Name: Darveah. An
Designation: Manager

FIRST SCHEDULE

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

SECTION	DESCRIPTION	PARTICULARS
1	The day and year of this Agreement	1st May 2021
2	(i) The Registered Name (ii) Company Registration No. (iii) Company's Registered Address (iv) Company's Business Address Of the LANDLORD	(i) HOSPITAL PANTAI INDAH SDN BHD (ii) 578148-T (iii) Level 6, Block A, Pantai Hospital Kuala Lumpur, 8 Jalan Bukit Pantai, 59100 Kuala Lumpur. (iv) Pantai Hospital Ampang, Jalan Perubatan 1, Pandan Indah, 55100, Kuala Lumpur.
	(i) The Registered Name (ii) Company Registration No. (iii) Company's Registered Address Of the TENANT	(i) EUSTARY FLORIST (ii) SA0516678-V (iii) M3-26, Jalan Pekan Baru 39, 41050 Klang, Selangor
4	The Land/Space	The land held under HS(M) 32885, PT32717
5	The Building	Pantai Hospital Ampang, Jalan Perubatan 1, Pandan Indah, 55100, Kuala Lumpur
6	The Demised Premises	Outlet A , part of the Ground Floor of said Building measuring approximately 100 square feet Layout Plan as per Second Schedule

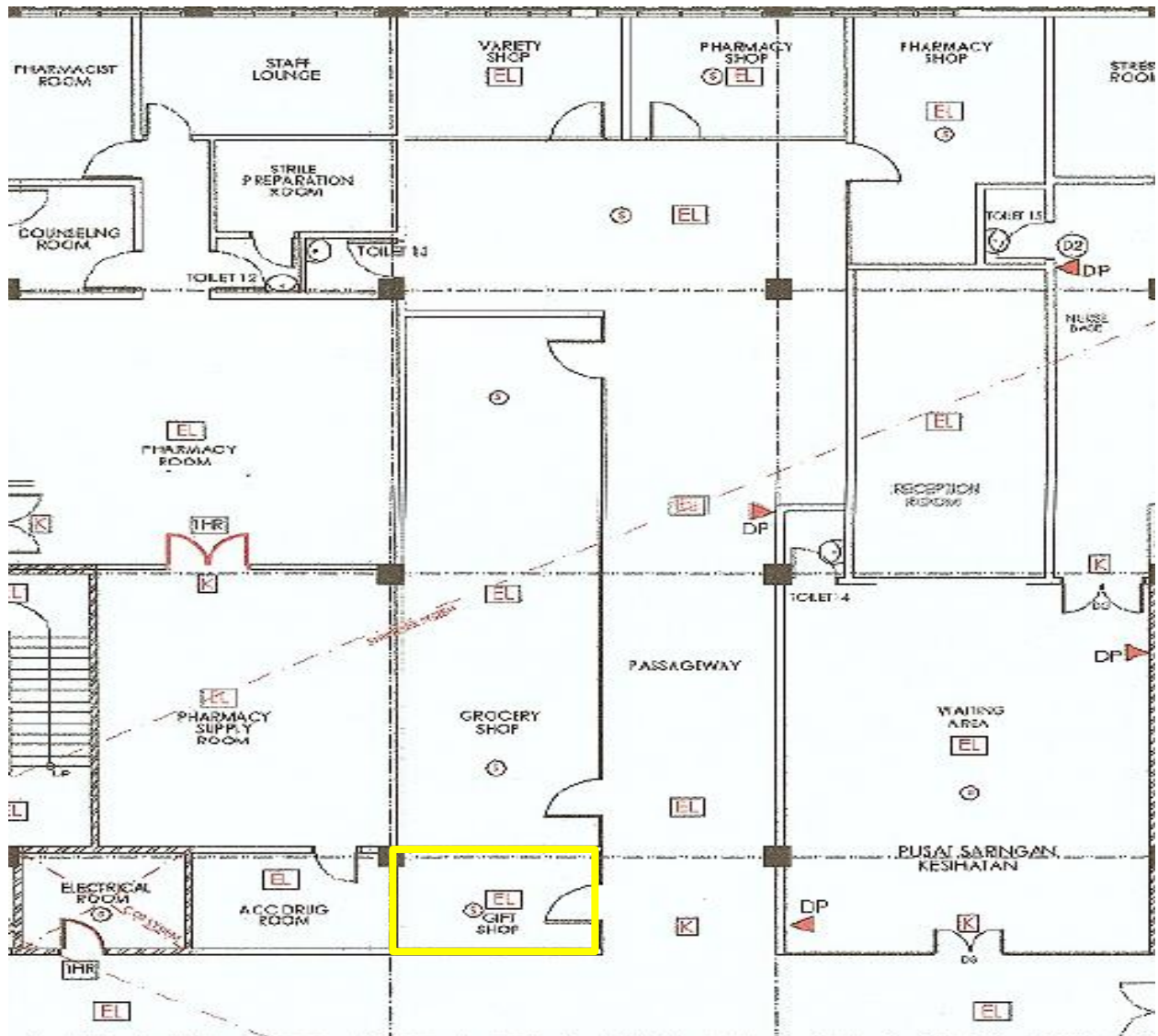
7	Commencement Date	1 st May 2021
8	Expiry Date	30 th April 2024
9	Monthly Rental	(i) Monthly Rental for the Demised Premises as stipulated in Section 6 of First Schedule: RM750.00 @ RM7.50/sq feet (Ringgit Malaysia Seven Hundred Fifty Only) (ii) Monthly Utility Charges: RM250.00 (Ringgit Malaysia Five Hundred Only). In the event that the estimated amount for the charges of the electricity exceeded the fixed electricity sum for a continuation of 3 months, the Parties hereby agree to increase the electricity charges to the agreed sum
10	Manner of payment of the Monthly Rental	Monthly rental payments payable in advance within seven (7) days from the beginning of each month.
11	The Deposit	(i) Rental Deposit: RM1,500.00 (Equivalent to (2) month Rental) (ii) Utility Deposit: RM250.00 (Equivalent to (1) month Utility Charges)
12	The Term	For an Initial an Initial Term of Three (3) years
13	Use of Demised Premises	Gift Shop and Florist
14	Person In Charge	Lim Cheong Chin Contact No. 016-382 4072 Email: eustaryflorist@gmail.com

15	The Duration of the Renewed Term	The Landlord shall grant the renewal for a further Three (3) years at such rate to be mutually agreed by both parties.
16	The Rent Payable for the Renewed Term	If there is an increase in the rental for the renewal period, such increase shall not exceed 10 per cent (10%) of the existing rental.
17	Business Hours	Mondays to Saturday from 9:00am to 5:30pm
18	Public Liability Insurance	

SECOND SCHEDULE
(to be read and construed as an integral part of this Agreement)

LAYOUT PLAN

The layout plan as annexed at the page appearing at the last and final page of this Agreement represents the Layout Plan of the Building of which the Demised Premises are demarcated appropriately and highlighted in yellow.



THIRD SCHEDULE

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

Compliance with anti-bribery related Applicable Law. **Eustary Florist (Company No. SA0516678-V)** shall comply with any and all applicable anti-bribery laws and IHH's prescribed anti-bribery requirements are set forth in the Anti-Bribery and Anti-Corruption Addendum, a copy of which is attached as Annexure [Third Schedule], and incorporated herein by reference.

Annexure [Third Schedule] - Anti-Bribery and Corruption - Contractual Clauses **ANTI-BRIBERY AND ANTI-CORRUPTION ADDENDUM**

This addendum ('Addendum') is made a part of, and attached to the **Tenancy Agreement** dated **1st May 2021** ('Effective Date')

1. Definitions. For the purposes of interpretation of this Addendum the following defined terms shall apply:

"Affiliate" means any entity that controls, is controlled by, or is under common control, in each case either directly or indirectly with either party, where "control" means the ownership of, or the power to vote, more than 50% of the voting stock, shares or interests of the entity. An entity that otherwise qualifies under this definition is included within the meaning of "Affiliate" even though it qualifies after the Effective Date.

"Agreement" means the provisions of this Agreement together with the appendices and other exhibits attached thereto or incorporated by reference therein, as amended from time to time.

"Applicable Law" means country laws, state and federal laws, any European Directives, rules, regulations, executive orders, regulatory guidance, regulatory requirements and any form of secondary legislation, resolution, policy guideline, concession or case law from time to time that apply to IHH, IHH's Affiliates, **Tenant** or **Tenant's** Affiliates (as a service provider to IHH or IHH's Affiliates) or the **Gift Shop and Florist**, including (i) any bribery, fraud, kickback, or other similar anti-corruption law or regulation of any relevant country including the Malaysian Anti-Corruption Act 2009, Prevention of Corruption Act 1988, UK Bribery Act 2010 and the US Foreign Corrupt Practices Act 1977, in each case any amendments in relation to each issued from time to time, (iii) laws or regulations addressing unfair, deceptive or abusive acts or practices, (iv) laws or regulations addressing money laundering and (v) laws or regulations related to economic sanctions.

"Associated Person" means in relation to any entity, a person who (by reference to all the relevant circumstances) performs services for and on behalf of that entity in any capacity; for example, employees, agents, subsidiaries, representatives and subcontractors.

“IHH” means IHH Healthcare Berhad. **Hospital Pantai Indah Sdn Bhd** is wholly own entity of Pantai Holdings Sdn Bhd which is a subsidiary of Parkway Pantai Limited and its ultimate holding company IHH Healthcare Berhad. Unless otherwise stated and where applicable any reference in this Agreement to IHH shall be a reference to **Hospital Pantai Indah Sdn Bhd**.

“Losses” includes all losses, claims, demands, liabilities, obligations, fines, expenses, royalties, litigation, deficiencies, costs, and damages (whether economic, absolute, accrued, conditional or otherwise and whether or not resulting from third party claims), including interests and penalties with respect thereto and out-of-pocket expenses, including reasonable attorneys’ and accountants’ fees and disbursements.

“Personnel” means a party’s or its Affiliate’s directors, officers, partners (as applicable), employees, non-employee workers, agents, auditors and consultants. In addition, Personnel includes the directors, officers, employees, non-employee workers, agents, consultants or subcontractor used by either party’s Affiliate, directly or indirectly, to provide the **Gift Shop and Florist**.

“Public Official” means any person who holds a legislative, administrative, judicial, executive or military position of any kind (appointed or elected) of a country, territory or subdivision thereof, or exercises a public function for such country or territory or subdivision thereof (or for a public agency or public enterprise), including: any government officer or employee (including officials, employees and agents of government-owned or government-controlled entities or public international organisations), any person acting in an official capacity for or on behalf of any government entity, or any political party, party official, or candidate for public office.

2. Anti-bribery, Personal Dealings and Non-Subordination.

Tenant represents, warrants for and on behalf of itself, its Affiliates, Personnel and Associated Persons:

- (a) neither **Tenant** nor any of its Affiliates, Personnel or Associated Persons, has made or offered to make (or will make or offer to make), directly or indirectly, any unlawful payments to or has conferred or offered to confer (or will confer or offer to confer), directly or indirectly, any benefit upon any person (including any Public Official) in violation of any anti-bribery-related Applicable Law;
- (b) **Tenant** will not (and has not), and will procure that its Affiliates, Personnel or Associated Persons will not (in connection with this Agreement):
 - (i) make, give or offer any financial or other advantage to any person for the purposes of: (1) securing any improper advantage; inducing the recipient or another person to do or omit to do any act in violation of their duties or responsibilities (or for the purposes of rewarding such conduct); (2) influencing any act or decision of a Public Official; or (3) otherwise influencing the conduct of any person in any manner relating to the subject of this Agreement;

- (ii) make, give or offer any financial or other advantage to any person where acceptance of the advantage would itself constitute violation of a person's duties or responsibilities; or
 - (iii) violate any anti-bribery related Applicable Law.
- (c) no **Tenant** Personnel or any of their immediate family members (as applicable) has received or will receive, directly or indirectly, anything of value of any kind from its Personnel in connection with this Agreement; and
- (d) **Tenant** will conduct its business on behalf of IHH in compliance with this Addendum and with IHH's Anti-Bribery and Corruption Program policy available at <https://www.ihhhealthcare.com/corporate-governance.html> and any and all other IHH anti-bribery and corruption statements, programs, policies and standards that IHH has in effect or may put into effect and which have been provided to or otherwise made available to the Tenant (including through any IHH external website).

3. Certifications.

Tenant shall (within a reasonable time) provide to IHH such information and further written certifications as IHH may request from time to time to assist IHH's efforts to ensure compliance with anti-bribery related Applicable Law.

4. Training.

Upon request by IHH, the Tenant shall institute an anti-bribery-compliance training and reporting program that meets IHH's prescribed requirements. Additionally, IHH may designate which the Tenant's positions and personnel must receive such training.

5. Termination for Breach.

IHH may terminate the Agreement immediately on written notice to **Tenant** if **Tenant** breaches any provision of this Addendum. The **Tenant** party shall not be entitled, nor shall it seek, any compensation for the termination of this Agreement on account of this paragraph 5.

6. Indemnification.

- (a) **Tenant** agrees to indemnify and hold harmless IHH and IHH Affiliates and each of their respective directors, officers, shareholders, employees, contractors and agents ("Indemnified Parties") and agree to keep the Indemnified Parties fully indemnified, immediately upon demand, against, all Losses relating to or arising out of or in connection with any actual or threatened claim, legal action, proceeding, suit, litigation, prosecution, mediation, arbitration or enquiry by or against any Indemnified Party (a "Claim"), relating

to the failure of **Tenant**, **Tenant's** Affiliates, **Tenant's** Personnel or Associated Persons of **Tenant's**, or anyone acting for or at the direction of **Tenant**, to comply with this Addendum.

- (b) The Indemnified Parties shall be entitled, in their absolute discretion, to take such action as they may deem necessary to avoid, dispute, deny, resist, appeal, compromise or contest or settle any Claim (including without limitation, making claims or counterclaims against third parties). The **Tenant** shall furnish the Indemnified Parties with such records, information and testimony, and attend such conferences, proceedings, hearings, trials and appeals as may be reasonably requested by the Indemnified Parties in connection therewith. The **Tenant** hereby unconditionally and irrevocably agree and acknowledge that nothing in this Agreement shall require the Indemnified Parties to take any action to their detriment or which may damage the reputation of IHH (including its Affiliates and Associated Persons) while defending or prosecuting a Claim, including without limitation pleading guilty to criminal charges or admitting wrongdoing under any Applicable Law, agreement or instrument binding upon them.
- (a) The indemnification rights of the Indemnified Parties under this Addendum are independent of, and in addition to, such other rights and remedies that the Indemnified Parties may have at law, under this Addendum, in equity or otherwise, including the right to seek specific performance, rescission, restitution or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby.

7. Audits and Records.

During the term of the Agreement and for a period of [six years] after its termination or expiration, **Tenant** shall allow IHH and IHH's designated representatives to audit, review and copy ("Audit") Addendum Records during regular business hours. **Tenant** shall provide IHH with access to Addendum Records to conduct an Audit within 24 hours after the **Tenant's** receipt of a request from IHH. The **Tenant** shall cooperate fully and provide such assistance as is reasonably requested by IHH in connection with an Audit. For purposes of this Addendum, "Addendum Records" means all information, including the **Tenant's** systems, relating to the subject matter of this Addendum.

8. Post termination assistance.

During the term of the Agreement and for a period of [six years] after its termination or expiration, **Tenant** shall give reasonable assistance and cooperation to IHH and IHH's Affiliates and designated representatives in relation to any police, judicial or regulatory investigation or enquiry in relation to any suspected bribery or corruption.

9. Conflict with Agreement.

To the extent a provision of this Addendum conflicts with a provision of the Agreement, the provision of this Addendum shall prevail.