

DATED THIS DAY 1ST OF DECEMBER 2023

BETWEEN

THE LANDLORD:

**RAWANG SPECIALIST HOSPITAL SDN BHD  
(HOSPITAL PAKAR DAMANSARA 2)  
[Company No: 199501004971 (334166-V)]**

AND

THE TENANT:

**BLOOMTHIS FLORA SDN BHD  
[Company No: 201501029070 (1154391-D)]**

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**TENANCY AGREEMENT**

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**GROUP LEGAL ADVISORY SERVICES**

KPJ Healthcare Berhad  
Level 13, Menara KPJ  
No. 238, Jalan Tun Razak  
50400 Kuala Lumpur  
Tel : 03-2681 6222 Fax: 03-2681 0190

*[ref: DSH2/BLOOMTHISFLORA/AA/2023]*

This TENANCY AGREEMENT is made on the date more particularly described in **Section 1 of Schedule 1** of this Agreement annexed hereto:-

**BETWEEN**

- (1) The company whose name, address and particulars are as set out in **Section 3(a) of Schedule 1** (hereinafter referred to as the "**Landlord**" or "**RSH**" as the case may be") of the one part;

**AND**

- (2) The person or company whose name, address and particulars are as set out in **Section 4 of Schedule 1** (hereinafter referred to as the "**Tenant**") of the other part.

The Landlord and the Tenant are hereinafter referred to individually as "**Party**" and collectively as "**Parties**".

**WHEREAS:-**

- A. Pelaburan Hartanah Berhad [Company No. 200601013065 (732816-U)] (hereinafter referred to as "**PHB**") is the registered and beneficial owner of the Building which is situated on pieces of land held under Geran Mukim 1609 Lot 3124, Geran Mukim 1621 Lot 3126, Geran Mukim 1610 Lot 3128, Geran Mukim 3227 Lot 3130, Geran Mukim 3229 Lot 3131 and Geran Mukim 10 Lot 3132, all in Mukim Batu, Tempat Segambut, Daerah Kuala Lumpur, Negeri Wilayah Persekutuan KL (hereinafter referred to as "**Lands**").
- B. Through a tenancy agreement dated 16<sup>th</sup> December 2021 and any amendment thereto from time to time as may be agreed by the parties therein (hereinafter referred to as "**PHB Tenancy Agreement**") between RSH and PHB, PHB has agreed to grant a tenancy of the Building to RSH subject to the terms and conditions therein.
- C. The Landlord agrees to let and the Tenant agrees to take on rental the Demised Premises (as defined below) which form part of the Building upon the terms and conditions set out in this Agreement.

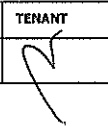
**NOW IT IS HEREBY AGREED AS FOLLOWS:-**

**1. INTERPRETATION**

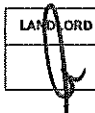
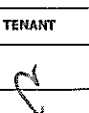
**1.1 Definitions**

Unless the context otherwise stipulates, the following expressions shall have the following meanings:

- "Agreement" : shall mean this Tenancy Agreement and all schedules as the same may be amended, modified, supplemented from time to time, by both Parties signing the same;
- "Approved Lay Out Plans" : shall mean the layout & fit-out / concept plans submitted by the Tenant which have been approved by the Landlord;

| LANDLORD                                                                              | TENANT                                                                                |
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- "Building" : shall mean the eleven (11) storey hospital building and having its business address at No. 1, Jalan Bukit Lanjan 3, Bukit Lanjan, 60000 Kuala Lumpur;
- "Business Day" : shall mean a day on which banks are open for banking business in Kuala Lumpur and Selangor Darul Ehsan (excluding a Saturday, Sunday or public holiday) and "Business Days" shall be construed accordingly;
- "Business Hours" : shall mean the business hours as set out in **Section 5(c) of Schedule 1** subject to the appropriate authority's license, approval and permit) or such other operating hours of the Hospital as the Landlord may notify and in its absolute discretion deem fit;
- "Common Property" : shall mean the portion of the Building which are not included within the Demised Premises and are designated as Common Property by RSH at RSH's discretion from time to time which include but shall not be limited to car parks, stairways and entrances, passages corridors and other like amenities;
- "Demised Premises" : shall mean the part of the Building and as set out in **Section 5(a) of Schedule 1**;
- "Deposits" : shall collectively mean the Security Deposit, Utilities Deposit and Restoration Deposit;
- "Expiry Date" : shall have the meaning ascribed to the term in **Clause 3.1** and the date set out in **Section 10 of Schedule 1**;
- "Fit-Out Deposit" : shall mean the amount set out in **Section 13(d) of Schedule 1**;
- "Fit-Out Period" : shall mean the period commencing from the Handover Date as set out in **Section 8 of Schedule 1**;
- "Fit-Out Works" : shall mean the alteration, renovation and the like which will be done by the Tenant in the Demised Premises during the Fit-Out Period in accordance with the Approved Lay Out Plans;
- "Force Majeure" : shall mean an event, condition, or circumstances including but not limited to fire, natural catastrophe including storm, wind, tempest, earthquake, floods, subterranean activities, spontaneous combustion, lightning and exceptionally inclement weather, subsidence of the grounds, earth movements, tremors, land slide or any operation of the forces of nature against which Parties could not reasonably have been expected to take precautions, or other inevitable cause or any event of calamity beyond the control of Landlord

| LANDLORD                                                                              | TENANT                                                                                |
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including strike, lock-out, riot, civil commotion, criminal damage, sabotage, labour unrest or other disturbances, military or civil war or usurped power, hostilities, invasion, enemy action, act of terrorism, nuclear explosion, ionising radiation, radioactive or chemical contamination, radioactivity from any nuclear waste or from the combustion of nuclear fuel, radioactive toxic explosive, or other hazardous properties of any explosive, nuclear assembly or nuclear competent, pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds, outbreak, epidemic, endemic, pandemic of disease excluding those relating to Covid-19, government issued orders, rules and regulations which affects the affected Party's ability to perform this Agreement and act of God or its effects which is beyond the control of the Parties hereto and occurs without any fault attributable to the acts either through commission and/or omission and negligence on the part of the Party claiming it as an event of Force Majeure and such events causes delay and/or disruption in the performance of any and/or all obligations under this Agreement despite all reasonable efforts have been taken by the Party claiming the event as an event of Force Majeure to prevent and/or mitigate the effects thereof;

- "Handover Date" : shall mean the date of the delivery of vacant possession of the Demised Premises to the Tenant as set out in **Section 7 of Schedule 1**;
- "Hospital" : shall mean the hospital as set out in **Section 3(b) of Schedule 1**;
- "Letter of Offer" : means the Letter of Offer of the date as set out in **Section 2 of Schedule 1** issued by the Landlord to the Tenant in respect of the letting of the Demised Premises to the Tenant, which Letter of Offer has been accepted by the Tenant;
- "Operation Date" : shall mean the date the Tenant commences business operation as specified in **Section 9 of Schedule 1**.
- "Original Condition" : means the state and condition of the Demised Premises or the Landlord's installations therein (as the case may be):-
- (a) as at the date the Tenant first took possession of the Demised Premises which include to restore to its bare form and free from any fittings/fixtures; or
  - (b) (if the Tenant took over the fixtures, fittings and/or furniture installed by or belonging to the previous tenant(s) of the Demised Premises) as at the date

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the previous tenant(s) took possession of the Demised Premises,

in accordance with the Landlord's specifications;

- "Permitted Use" : shall mean permitted use of the Demised Premises which shall only be for the purpose as set out in **Section 5(b) of Schedule 1**. The Tenant is prohibited from carrying out on the Demised Premises non-permissible activities under the Syariah laws;
- "Restoration Deposit" : shall mean the amount as set out in **Section 13(c) of Schedule 1**;
- "Rent" : shall mean the monthly rental payable by the Tenant in respect of the Demised Premises and on the days and in the manner as set out in **Section 12 of Schedule 1** and subject however to any adjustment and increment thereto;
- "Renewal Term" : shall have the meaning ascribed to the term in **Clause 3.4.2** and as set out in **Section 11 of Schedule 1**;
- "Security Deposit" : shall mean the amount asset out in **Section 13(a) of Schedule 1**;
- "Tenancy" : shall mean the tenancy of the Demised Premised hereby granted;
- "Tenant" or "Landlord" : shall include their respective successors, personal representative and assigns and where two or more persons are included in any expression in this Agreement it shall bind such persons jointly and severally;
- "Term" : shall mean the duration of the Tenancy and as set out in **Section 6 of Schedule 1**;
- "Utilities" : shall mean water, electricity telephone, facsimile and any other utilities as may be supplied to the Demised Premises;and
- "Utilities Deposit" : shall mean the amount as set out in **Section 13(b) of Schedule 1**.

## 1.2 Interpretation

- (a) **Headings and subheadings** are inserted for ease of reference only and shall in no way affect the meaning and interpretation of the provisions to this Agreement.
- (b) **Words importing feminine gender** shall include the masculine and neuter g genders and vice versa.

| LANDLORD                                                                              | TENANT                                                                                |
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- (c) **Words importing the singular meaning** where the context so admits include the plural meaning and vice versa.
- (d) **Words denoting an obligation** on a Party to do any act, matter or thing includes an obligation to procure that it is done
- (e) **Words placing a Party under a restriction** include an obligation not to permit infringement of the restriction.
- (f) **A month** shall mean a period from any one day in a calendar month to the same day less one day in the following calendar month.
- (g) A period of days from the happening of an event or the doing of any act or thing shall be deemed to be inclusive of the day on which the event happens or the act or thing is done and if the last day of the period is a weekly holiday or a public holiday (hereinafter referred to as "the excluded day") the period shall include the next following day which is not an excluded day, and if the last day of the period is not a Business Day, then the period shall include the next succeeding day which is a Business Day.

## 2. AGREEMENT TO LET

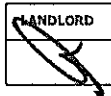
In consideration of the Tenant paying to the Landlord the Rent hereby reserved and the Tenant covenants hereinafter contains, the Landlord hereby let and the Tenant hereby, having inspected the Demised Premises, agree to take on the Tenancy of the whole of the Demised Premises subject to all rights, easement, privileges, restrictions, covenants and stipulations of whatever nature affecting the Demised Premises for the Permitted Use together with the use and enjoyment in common with persons entitled thereto of the Common Property.

## 3. TERM

- 3.1 Subject to the Renewal Term provisions under **Clause 3.4**, the tenure of the Tenancy shall be for the Term, commencing from the Handover Date and expiring on the date as set out in **Section 10 Schedule 1 ("Expiry Date")**.
- 3.2 Nothing in the terms herein contained shall give the Tenant the right of determining the Tenancy hereby granted before the Expiry Date and the Tenant shall remain liable to pay to the Landlord the Rent in full for the remaining unexpired period of the Term or any Renewal Term which amounts shall together with any arrears be recoverable as a debt due to the Landlord.
- 3.3 The Tenant shall commence its business on the Operation Date failing which the Landlord shall be entitled to terminate this Agreement and the Tenant agrees that upon notification of such termination by the Landlord, all payments made by the Tenant to the Landlord including the Rent and the Deposits up to date of such termination shall be forfeited to the Landlord as agreed liquidated damages without prejudice to the Landlord's right to claim for further damages.

## 3.4 Renewal Term

- 3.4.1 Upon request of the Tenant made in writing to the Landlord not later than two (2) months prior to the Expiry Date or any subsequent renewals to the Term, and

| LANDLORD                                                                              | TENANT                                                                                |
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subject to the proviso below, the Landlord may grant to the Tenant an option to renew the Tenancy, which renewal may be granted at the option and absolute discretion of the Landlord (whose decision shall be final and binding).

- 3.4.2 Such renewal may be subject to such revised Rent and fresh terms and conditions as may be imposed by the Landlord at that time (including retaining the Deposits), for a further term as set out in **Section 11 of Schedule 1** and commencing on the date following the Expiry of Term or the new Expiry of Term for the subsequent renewals to the Term ("**Renewal Term**") PROVIDED THAT:

3.4.2.1 there shall not at that time be any existing breach or non-observance of any of the covenants on the part of the Tenant; and

3.4.2.2 at the Tenant's expense, the tenancy agreement must be signed by the Tenant not later than three (3) months prior to the Expiry Date.

- 3.4.3 If the Landlord shall grant the Renewal Term above, the Tenant shall upon the commencement of the Renewal Term pay to the Landlord any increase in the amount of the Deposits referred to in **Clause 5** hereof.

- 3.4.4 In the event that the Tenant is unable to agree to the terms and conditions of the Renewal Term and if a further Tenancy for any Renewal Term is not created by a tenancy agreement duly executed by the Parties by the date stipulated above, this option to renew for any Renewal Term shall lapse and the Landlord shall be free of all obligations whatsoever to grant to the Tenant any Renewal Term.

- 3.4.5 The Landlord may, if it deems fit, impose as a condition of the renewal, that the Tenant shall renovate the Demised Premises prior to the commencement of any Renewal Term.

### **3.5 Expiration of Tenancy Due To Non-Renewal**

In the event the Landlord is not desirable to extend or renew the Tenancy, then the Tenancy will expire on the Expiry Date or new Expiry Date for any Renewal Term (as the case may be), and the provision of **Clause 7.17** will apply accordingly.

## **4. RENT**

- 4.1 In consideration of the Landlord agreeing to grant the Tenancy to the Tenant, the Tenant shall pay the Rent to the Landlord.

- 4.2 The Tenant shall be given rent-free during the Fit-Out Period to carry out the Fit-Out Works. The Rent will be charged commencing on the date following the expiry of the Fit-Out Period, regardless of whether the Tenant is ready for operation on the Operation Date.

- 4.3 The Tenant shall promptly and punctually pay the Rent on the days and in the manner as set out, whether or not formally or legally demanded and free from any deductions, counter-claims and set-off.

### **4.4 Late Payment Interest**

If any monies payable to the Landlord shall remain unpaid for seven (7) days after becoming payable (whether formally or legally demanded or not), without prejudice to the

| LANDLORD                                                                              | TENANT                                                                                |
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Landlord's right of re-possession or any other rights, power or remedy provided in this Agreement, the Tenant shall pay to the Landlord:

4.4.1 interest upon late payment of any sums from the Tenant to the Landlord at the rate of twelve percent (12%) or two percent (2%) above the base lending rate quoted by major banks, whichever is higher, which interest shall be calculated on a day to day basis from the due date until the date such monies are paid in full; and

4.4.2 an administrative charge at the current prevailing rate determined by the Landlord;

and the Landlord may recover such interest and/or administrative charge as if they form part of the payment in arrears and shall be paid to the Landlord on demand.

#### **4.5 Right of Appropriation**

The Tenant hereby irrevocably authorises the Landlord to apportion and appropriate any payment made by the Tenant towards satisfaction of any arrears or sums due from the Tenant to the Landlord in respect of the Tenancy in such manner and priority as the Landlord shall in its absolute discretion deem fit on the date of payment as the Landlord deems fit notwithstanding any instructions to the contrary hereafter.

### **5. DEPOSITS**

#### **5.1 Security Deposit**

5.1.1 The Tenant has paid to the Landlord upon the acceptance of the Letter of Offer, the receipt whereof the Landlord hereby acknowledges, the Security Deposit as security for the due observance and performance by the Tenant of the covenants, conditions, stipulations and agreements stipulated in this Agreement.

5.1.2 The Security Deposit shall be maintained at all times in the sum equivalent to the aggregate of two (2) months of the Rent.

5.1.3 The Security Deposit shall be retained by the Landlord throughout the Term free of any interest to the Tenant with power for the Landlord, without prejudice to any other right or remedy hereunder, to deduct therefrom the amount of any of the Rent in arrears or interest accrued thereon, if any, or any expense or sum payable to the Landlord remaining unpaid or any loss or damage sustained by the Landlord as the result of any breach, non-observance or non-performance by the Tenant of any such covenants, conditions, stipulations and agreements PROVIDED ALWAYS that the Security Deposit shall not be deemed to be payment of the Rent and unless the Landlord exercises the Landlord's rights herein (which shall not be obligatory on the part of the Landlord) to appropriate such Security Deposit towards settlement of the Rent.

5.1.4 In the event of any deduction therefrom being made by the Landlord in accordance with this **Clause 5.1**, the Tenant shall further deposit or pay a sum equivalent to the amount so deducted and in the further event of the Rent being increased, the Tenant shall on demand by the Landlord further deposit an amount corresponding to the increase so that the Security Deposit shall comply **Clause 5.1.2**.

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5.1.5 Subject to the aforesaid and to the other provisions of this Agreement, the Security Deposit will be refunded to the Tenant by the Landlord without interest within fourteen (14) Business Days after:

5.1.5.1 the expiration of the Term;

5.1.5.2 the delivery of vacant possession of the Demised Premises to the Landlord;  
and

5.1.5.3 the settlement of the last outstanding claim by the Landlord against the Tenant in respect of any breach, non-observance or non-performance of any of the covenants, conditions, stipulations and agreements herein contained,

whichever is later, less any amounts owing from the Tenant to the Landlord, whether arising under this Agreement or otherwise and pay only the balance (if any) to the Tenant.

5.1.6 In the event the Security Deposit is insufficient to meet the Landlord's claim under this **Clause 5.1**, the Tenant shall also forthwith compensate and pay to the Landlord the amount in excess of the Security Deposit.

## 5.2 Utilities Deposit

5.2.1 The Tenant has paid to the Landlord upon the acceptance of the Letter of Offer, the receipt whereof the Landlord hereby acknowledges, the Utilities Deposit as security for the due performance and observance by the Tenant of **Clause 6**.

5.2.2 Subject to the aforesaid and to the other provisions of this Agreement, the Utilities Deposit will be refunded to the Tenant without interest within fourteen (14) Business Days after:

i) the expiration of the Term;

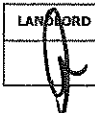
ii) the delivery of vacant possession of the Demised Premises to the Landlord;  
and

iii) the settlement of the last Utilities claim by the Landlord against the Tenant,

whichever is the later, less whatever sum or sums of money which may then be found due to the Landlord as a result of breach of **Clause 6**.

5.2.3 In the event of an increase in the utility consumption by the Tenant or an increase in the utility rates by the appropriate authority, the Tenant shall forthwith pay on demand an increased portion of the Utilities Deposit.

5.2.4 In the event the Tenant fails to comply with its obligation in relation to settlement of any Utilities dues, without prejudice to **Clause 6**, the Landlord shall be entitled to deduct and/or apply the Utilities Deposit towards making good the same. In the event the Utilities Deposit is reduced due to deductions or setting off by the Landlord in accordance with this **Clause 5.2**, the Tenant shall pay to the Landlord the amount that the Landlord has deducted from the Utilities Deposit to ensure that the Utilities Deposit shall at all times be equivalent to the amount set out in **Section 13(b) of Schedule 1**.

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- 5.2.5 The Utilities Deposit shall not be deemed to be or treated as payment of the Utilities charges or any part thereof or any other payments which the Tenant is liable to pay to the Landlord unless the Landlord exercises the Landlord's rights herein (which shall not be obligatory on the part of the Landlord) to appropriate such Utilities Deposit towards settlement of the Utilities charges.
- 5.2.6 In the event the Utilities Deposit is insufficient to meet the Landlord's claim under this **Clause 5.2**, the Tenant shall also forthwith compensate and pay to the Landlord the amount in excess of the Fit-Out Deposit.

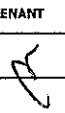
### 5.3 Restoration Deposit

- 5.3.1 The Tenant has paid to the Landlord upon the acceptance of the Letter of Offer, the receipt whereof the Landlord hereby acknowledges, the Restoration Deposit as security for the due observance and performance by the Tenant of **Clause 7.16**.
- 5.3.2 The Restoration Deposit shall be refunded to the Tenant without interest within fourteen (14) Business Days after:
- 5.3.2.1 the expiration of the Term; and
- 5.3.2.2 the certification by the Landlord of the completion of reinstatement,
- whichever is later, less any due reimbursement to the Landlord for any loss suffered by the Landlord in respect of damaged or destroyed fittings, repairs to and redecoration of the Demised Premises howsoever occasioned, other than by fair wear and tear. The amount and nature of the replacement of fittings, repairs, redecoration and cleaning are to be decided upon by the Landlord in its absolute discretion.
- 5.3.3 In the event the Tenant fails to comply with its obligation as set under **Clause 7.17**, the Landlord shall be entitled to deduct and/or apply the Restoration Deposit towards making good the same. In the event the Restoration Deposit is reduced due to deductions or setting off by the Landlord in accordance with this **Clause 5.3**, the Tenant shall pay to the Landlord the amount that the Landlord has deducted from the Restoration Deposit to ensure that the Restoration Deposit shall at all times be equivalent to the amount set out in **Section 13(c) of Schedule 1**.
- 5.3.4 In the event the Restoration Deposit is insufficient to meet the Landlord's claim under this **Clause 5.3**, the Tenant shall also forthwith compensate and pay to the Landlord the amount in excess of the Restoration Deposit.

The Restoration Deposit shall not be deemed to be or treated as payment of the Rent or any part thereof or any other payments which the Tenant is liable to pay to the Landlord.

### 5.4 Fit-Out Deposit

- 5.4.1 The Tenant has paid to the Landlord upon the acceptance of the Letter of Offer, the receipt whereof the Landlord hereby acknowledges, the Fit-Out Deposit as security for the due observance and performance by the Tenant of the Fit-Out Works during the Fit-Out Period.

| LANDLORD                                                                              | TENANT                                                                                |
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- 5.4.2 The Fit-Out Deposit shall be refunded to the Tenant without interest within fourteen (14) Business Days after satisfactory completion of the Fit-Out Works and inspection by the Landlord to ensure compliance with all conditions in respect of the Fit-Out Works in accordance with the Approved Lay Out Plans.
- 5.4.3 In the event the Tenant fails to comply with its obligation, the Landlord shall be entitled to deduct and/or apply the Fit-Out Deposit towards making good the same. In the event the Fit-Out Deposit is reduced due to deductions by the Landlord in accordance with this **Clause 5.4**, the Tenant shall forthwith pay to the Landlord the amount that the Landlord has deducted from the Fit-Out Deposit to ensure that the Fit-Out Deposit shall at all times be maintained at the amount stated in **Section 13(d) of Schedule 1**.
- 5.4.4 In the event the Fit-Out Deposit is insufficient to meet the Landlord's claim under this **Clause 5.4**, the Tenant shall also forthwith compensate and pay to the Landlord the amount in excess of the Fit-Out Deposit.
- 5.4.5 The Fit-Out Deposit shall not be deemed to be or treated as payment of the Rent or any part thereof or any other payments which the Tenant is liable to pay to the Landlord.

## **5.5 Application for Forfeiture of Deposits and Other Remedies**

It is hereby agreed that the application or forfeiture of any of the Deposits pursuant to the provisions of this Agreement or otherwise upon the breach or non-compliance of the terms and conditions herein by the Tenant, shall not prejudice the right of the Landlord to seek additional recovery or remedy against the Tenant for any and all outstanding payment, late interest charges, losses, damages, costs or expenses whatsoever incurred or sustained by the Landlord not sufficiently covered or reimbursed by such application or forfeiture of the Deposits.

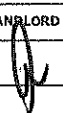
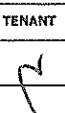
## **5.6 Interchangeability of Deposits**

Notwithstanding anything contained herein, it is hereby agreed that the various Deposits paid to the Landlord may be forfeited and/or appropriated interchangeably at its sole discretion against any and all moneys due from the Tenant pursuant to the terms and conditions herein.

## **6. UTILITIES AND OTHER CHARGES**

### **6.1 The Tenant shall:**

- 6.1.1 pay all charges, including application and connection charges and any taxes now or in the future imposed, in respect of the Utilities, telecommunications, internet services and any other services supplied and metered separately to the Demised Premises which shall be consumed or supplied on or to the Demised Premises, or an appropriate proportion thereof attributable to the Demised Premises to the appropriate authority or corporate entity; and
- 6.1.2 in the event of such Utilities or services not being supplied and metered separately to Demised Premises, pay to the Landlord a proportionate part of the cost thereof. Such cost is to be calculated by the Landlord commencing from the Handover Date

| LANDLORD                                                                              | TENANT                                                                                |
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and notified to the Tenant by a statement from the Landlord in writing, whereby such statement shall be conclusive as to the amount thereof.

- 6.2 Such Utilities cost shall be payable to the Landlord without demand and any deduction or right of set-off whatsoever to the Landlord. In the event the Tenant shall fail, refuse and/or neglect to pay the Rent and/or any other payment for any month upon the same becoming due and payable, the Landlord shall be entitled to disconnect or cause to be disconnected or cease or cause the cessation or availability of the supply of the Utilities forming part of the Building and any other utilities, amenities or facilities within the Building.

## **7. COVENANTS OF THE TENANT**

### **7.1 Telephone**

7.1.1 Any installation of telephone and internet services for the use of the Demised Premises shall be subject to the prior written approval of the Landlord. Once approved, the Tenant shall carry out (at the Tenant's own expense) such installations in such manner and at such times and by such contractors as shall be approved by the Landlord.

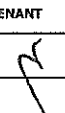
7.1.2 Where consent is granted under **Clause 7.1.1** above, the Tenant shall bear its own costs and expenses for the application, usage and charges thereto. The Tenant shall also be liable for any licenses required for the use of any televisions and radios within the Demised Premises.

### **7.2 Sole Responsibility for Losses and/or Damages**

The Tenant shall take sole responsibility for all losses or damages to his goods or properties and be responsible for the safe and proper locking and securing of the doors, shutters, windows and other openings of the Demised Premises and shall use its best endeavours to protect and keep safe the Demised Premises and all property contained therein from theft, break-in or robbery. Further, the Tenant shall observe and comply with any provisions of any laws of any appropriate authority affecting the same during the Term and shall at all times indemnify and keep indemnified the Landlord against all claims, demands, actions, proceedings, costs and expenses, in respect of any such act, matter or thing done or omitted to be done in contravention of the said provisions. In the event of any accident, casualty, damage, theft or burglary which may have occurred on the Demised Premises, the Tenant shall give the Landlord prompt notice in writing of the same. Further, the Tenant shall lodge a police report immediately and furnish a copy of such report to the Landlord.

### **7.3 Non-permissible activities under the Guidelines for Islamic Real Estate Investment Trust**

The Tenant is prohibited from carrying out on the Demised Premises non-permissible activities under the Syariah laws which are classified as "non-permissible" under the Guidelines for Islamic Real Estate Investment Trust issued by the Securities Commission of Malaysia or such other activities as determined by the Syariah Advisory Council of the Securities Commission of Malaysia to be non-permissible.

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#### **7.4 Not to Operate Business outside Demised Premises**

The Tenant shall not operate any business outside of the Demised Premises except with the prior consent in writing of the Landlord first had been obtained.

#### **7.5 Not to Assign the Tenant's Business**

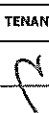
Not to assign the Tenant's business to any person or persons whomsoever or to any corporations whatsoever except with the prior consent in writing of the Landlord.

#### **7.6 Not to Alter**

7.6.1 The Tenant shall not make or permit or suffer to be made any alterations, structural or otherwise, renovations, partitions in or additions to the Demised Premises or any part thereof or the Landlord's fixtures and fittings therein (and without limiting the generality of the foregoing not to make or permit to be made such alterations that will prevent the full and unrestricted use and benefit of the air-conditioning system) without the prior written consent of the Landlord, which the Landlord shall revert within fourteen (14) days of receipt of the notice from the Tenant, and if necessary, the prior written consent of the local or appropriate authority. In the event that such consent has been given by the Landlord, all such alterations, structural or otherwise, renovations, partitions in or additions made to the Demised Premises or any part thereof shall be with such materials, in a proper and workmanlike or such other manner and at such times as the Landlord may direct and in all respects comply with all laws and requirements of the local or appropriate authority, and all cost and expenses thereof including to obtain the necessary approval(s), consents, licenses and/or permits from the local or appropriate authority shall be borne and paid by the Tenant absolutely PROVIDED ALWAYS that the Tenant shall, upon the request by the Landlord, produce to the Landlord or the Landlord's agents, all notices, permissions, approvals, consents, plans, receipts, certificates of completion and compliance and other documents in any way related to such alterations, structural or otherwise, renovations, partitions in or additions made to the Demised Premises or any part thereof, and allow the Landlord or the Landlord's agents to make copies thereof.

7.6.2 The Tenant shall, upon the request of the Landlord, at the Tenant's entire own cost and expense remove any and all erections, alterations and/or additions carried out without the prior written consent of the Landlord or the appropriate authority or in respect of which the consent or approval of the appropriate authority is withdrawn or has lapsed, and the Tenant shall, at its entire own cost and expense, comply with every notice, order or directive of such appropriate authority, for the removal or demolition of or other work in connection with such erections, alterations or additions, and in all cases, the Tenant shall at its entire own cost and expense, make good all loss and/or damage caused by such removal, demolition or other works, and restore all parts of the Demised Premises and/or the portion of the Lands and/or the Lands affected thereby to a good, clean and tenantable condition.

7.6.3 The Landlord shall not be liable to repay to, compensate and/or reimburse the Tenant the cost and expense incurred by the Tenant on its own volition on any erections, improvements, alterations, fixtures, fittings, partitions and/or additions whatsoever made by the Tenant on or to the Demised Premises, and the Tenant

| LANDLORD                                                                              | TENANT                                                                                |
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shall not be entitled to claim for any reduction in the Rent on account of such cost and expense incurred by the Tenant.

7.6.4 If such materials in accordance with such designs as shall be approved by the Landlord and at the expiry of the Tenancy hereby created to restore the Demised Premises to its original state and condition at the Tenant's expense and cost.

7.6.5 The Landlord and/or PHB may withheld, improve, extend or add to the Demised Premises in any manner whatsoever. The Tenant shall ensure that its sub-tenants, licensors and/or other occupants of the Demised Premises shall not obstruct the process and works of the Landlord and/or PHB hereinbefore mentioned.

7.6.6 The Parties agree that upon the execution of this Agreement and at any time during the Term, the Landlord and/or PHB may attend to the following at its own costs and expenses:-

7.6.6.1 Fit-Out Works, improvements, alterations and additions to the Demised Premises or any part thereof and/or to the machinery, plant or equipment attached to or installed in, to or on the Demised Premises as may be required; and

7.6.6.2 upgrading works to the facilities for the Demised Premises or any part thereof as and when upgrading works are required.

7.6.7 Subject to **Clause 7.6.6** hereof, the Tenant shall not, without the prior consent in writing of the Landlord, install any structural partitioning and/or any equipment or other installations unless the same are approved by the Landlord and where necessary, by the appropriate authority and any such installation shall be at the Tenant's costs. Unless otherwise agreed in writing by the Parties hereto all such partitioning and such installation shall remain the property of the Tenant who shall be responsible for all maintenance thereof and such partitioning and/or installations may and if so required by the Landlord shall be removed by the Tenant at or immediately prior to the expiration or sooner determination of this Agreement and the Tenant shall make good all loss and/or damage caused by such removal and restore all parts of the Demised Premises and/or the portion of the Lands and/or the Lands affected thereby to a good, clean and tenantable condition.

## **7.7 To Permit Entry at Reasonable Times**

7.7.1 The Tenant shall promptly give notice to the Landlord of any accident or defect or damage that may occur to the Demised Premises or of any defect in the water pipes, sewers, gas pipes, electrical installations or fixtures or any other fixtures and fittings or other facilities provided by the Landlord which might give rise to an obligation on the Landlord to do or refrain from doing any act or thing in order to comply with the provisions of the Tenancy or the duty of care imposed on the Landlord pursuant to the law or otherwise and at times to display and maintain all notices which the Landlord may from time to time reasonably require to be displayed and to keep the Landlord informed of any circumstances likely to be or cause any danger risk or hazard to the Demised Premises or to any person therein which comes to the Tenant's knowledge.

7.7.2 The Tenant shall permit the Landlord and/or PHB and their servants or agents, duly identified, with or without workmen and others at all reasonable times during

| LANDLORD                                                                              | TENANT                                                                                |
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office hours, after reasonable notice to enter and view the condition of the Demised Premises and shall permit the Landlord and/or PHB and to execute works and/or repair therein which the Landlord and/or PHB considers necessary.

#### **7.8 To Keep Property in Good Tenantable Repair**

To keep the Common Property, the whole of the Demised Premises and the interior and external structures and facade thereof including the flooring and interior plaster or other surface materials or rendering on walls and ceilings, entrances, exits, stairways, corridors, lifts, all car parks servicing the Demised Premises, walkways and passages and the Landlord's fixtures thereon including but not limited to doors, windows, glass shutters, locks, fastenings, electric wires, installations and fittings for electricity supply and other fixtures and additions and other goods therein in good and tenantable repair and condition (reasonable wear and tear and Force Majeure excepted).

#### **7.9 To Repair and Replace**

To forthwith make good any replacements and/or repairs as specified in a notice in writing given by the Landlord to the Tenant specifying therein all necessary replacement and/or repairs to be effected and if the Tenant shall fail to the effect the same within the time stipulated in the said notice the Landlord may make the necessary replacements and whether or not together with his workman or workmen enter upon the Demised Premises to execute all repairs and the costs thereof shall be a debt due from the Tenant to the Landlord and shall forthwith be recoverable by action and/or by appropriate deduction of the Deposits.

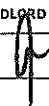
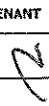
#### **7.10 Insurance**

##### **7.10.1 Tenant Not to Avoid Insurance**

The Tenant shall at all times during the Term, at its own costs and expense effect and keep effected a separate public liability insurance and plate glass insurance save for fire insurance for the Building, exclusively for the Demised Premises and its operations with an insurer approved by the Landlord in the names of the Landlord as beneficiary and the Tenant for their respective rights and interest and the Tenant shall not make any exclusions, endorsements or alterations to such policies, nor allow them to be made, without the prior written consent of the Landlord, and the Tenant shall conform with the Landlord's requirements from time to time of which the Tenant is given notice. The Tenant shall within one (1) month of each anniversary of the Handover Date deliver to the Landlord a certificate or other evidence satisfactory to the Landlord which confirms:-

- i) The currency and nature of the policy;
- ii) That the Landlord is a beneficiary to the policy; and
- iii) The amounts insured under the policy as at the date of the certificate

and the Tenant shall punctually pay all premiums in respect of those policies and renewals of them and shall give the Landlord within fourteen (14) days from the date of payment a written confirmation from the Tenant confirming that such premium on such policies have been duly paid. In addition thereto, the Tenant shall forward all the relevant receipts, policies, cover notes and any other documentary evidence satisfactory to the Landlord within fourteen (14) days.

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#### 7.10.2 Vitiating Act by the Tenant

The Tenant shall also not to do or permit or suffer to be done or omitted any act matter or thing or the bringing or keeping of anything upon the Demised Premises whereby any insurances in respect of the Demised Premises may be vitiated or rendered void or voidable or whereby the rate of premium on any insurance shall be liable to be increased and the Tenant shall make good all damage suffered by the Landlord and to repay the Landlord within fourteen (14) Business Days from the date of the Landlord's demand all sums paid by the Landlord by way of increased premium and all expenses incurred by the Landlord in or about any renewal of such policy or policies rendered necessary by a breach or non-observance of this covenant without prejudice to the other rights of the Landlord.

#### 7.10.3 Payment of Additional Premium

From time to time as and when required by notice in writing from the Landlord pay all extra premiums of insurance of the Demised Premises and the contents thereof, if any, be required on account of the extra risk caused by the use to which the Demised Premises are put by the Tenant and approved by the Landlord.

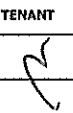
#### 7.10.4 Compliance with Fire Regulations

The Tenant shall comply with insurance sprinkler, fire alarm and fire safety regulations in respect of the Demised Premises and shall be responsible for obtaining the necessary fire safety certificates and any other relevant safety certifications from the appropriate authority and the Tenant will pay to the Landlord the cost of any alterations to the sprinklers and/or fire alarm installation which may become necessary by reason of the non-compliance by the Tenant with the regulations of the General Insurance Association of Malaysia or requirements of the insurer engaged by the Landlord to provide insurance for the Demised Premises against fire. The Tenant shall be responsible for all renewals thereto to ensure that the Demised Premises is at all times in compliance with all and any safety regulations imposed by the appropriate authority. The Tenant shall furnish a copy of the relevant annual Fire Certificate and any such other safety certification, as required, and any renewals thereto to the Landlord within fourteen (14) days of obtaining the same.

#### 7.10.5 Tenant to insure

At all times throughout the Tenancy hereby granted, the Tenant shall:-

- i) insure or caused to be insured all such goods, merchandise, plan, equipment, machinery and whatsoever of the Tenant in the Demised Premises against loss or damage by fire and such other comprehensive risks as may be required by the Landlord and for such sum satisfactory to the Landlord; and
- ii) cause to be effected on all risks public liability insurance policy against any claims for loss or damage arising out of any injuries or death caused to or damage to any person or persons and/or their effects in the Demised Premises and/or the Building or any part thereof.

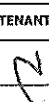
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## **7.11 Not to Create Nuisance**

- 7.11.1 Not to do or permit to be done any acts which may become a nuisance or give reasonable cause for complaint from any of the other authorised tenants or occupiers of the Demised Premises or any other portion of the Building adjoining the Demised Premises subject to any approvals, permits, consents and/or licenses, and the terms thereof, obtained by the Tenant for the carrying out of its business. The Tenant hereby undertakes to pay to the Landlord all charges costs and expenses incurred by the Landlord at any time during the continuance of the Tenancy in abating any nuisance pursuant to any order issued by the appropriate authority.
- 7.11.2 The Tenant shall not use the Demised Premises or any part thereof for carrying on any business which causes the accumulation of dirt, rubbish or debris, or any emission or dissemination of any unpleasant odour of any sort in or outside the Demised Premises, or do or permit to be done upon the Demised Premises anything, which in the opinion of the Landlord, may be a nuisance or annoyance to or cause grievance, disturbance, damage or inconvenience, or have a detrimental or adverse effect on or to the general image of the Demised Premises or the Lands, or the general public, or in any way interfere with the quiet and comfort of any other occupants in the neighbourhood of the Demised Premises or the Lands, or which may give reasonable cause for complaint from any person(s), corporation(s), local authority(ies) or whomsoever so affected.
- 7.11.3 The Tenant shall take effective steps and precautionary measures to prevent any fighting, disorderly behaviour, misconduct or any activity of any indecent or immoral nature or any activity which causes disrepute or which in the opinion of the Landlord is undesirable or unsuitable and in the event there is any fighting, disorderly behavior, misconduct or any activity of any indecent or immoral nature or any activity which causes disrepute or which in the opinion of the Landlord is undesirable or unsuitable whether by the Tenant or its sub-tenants, licensors and/or other occupants approved by the Landlord in the Demised Premises or any part thereof the Landlord may forthwith terminate the Tenancy.

## **7.12 Not to Sublet, Assign or Part with Possession**

- 7.12.1 Not to sublet, assign or part with the legal or actual possession of the Demised Premises or any part thereof to any person or persons whomsoever or to any corporation or corporations whatsoever except with the prior consent in writing of the Landlord first had been obtained.
- 7.12.2 The Tenant shall only be allowed to sublet or permit possession or occupation of any part of the Demised Premises to third parties who intend to use the Demised Premises or such relevant part thereof for the Permitted Use which is legal and permissible by law and such business is not of an illegal or immoral purpose and such business of which is in accordance with Syariah compliant activities and subject to the Permitted Use.
- 7.12.3 The Tenant shall ensure that any sub-tenant under any sub-tenancy of any part of the Demised Premises shall not endorse such sub-tenancy on the register document of title to the portion of the Lands.

| LANDLORD                                                                              | TENANT                                                                                |
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- 7.12.4 The consent of the Landlord to the Tenant to any subletting or license for occupation of the Demised Premises shall not relieve the Tenant of any obligation to be performed by the Tenant under this Agreement and the Tenant must ensure that the subtenant, licensee or other persons in possession of any part of the Demised Premises at all times comply with all laws in respect of the Demised Premises. If there is a default by the subtenant, licensee or other persons in possession of any part of the Demised Premises of any terms of this Agreement and the PHB Tenancy Agreement, the Landlord may proceed directly against the Tenant.
- 7.12.5 The Tenant shall notify the Landlord of the vacating of the Demised Premises or any part thereof by any sub-tenants or other persons in possession of the Demised Premises or any part thereof within one (1) month upon the expiry of the relevant sub-tenancy or such other relevant agreement as the case may be.
- 7.12.6 The Tenant hereby expressly undertakes to ensure that any person approved by the Landlord and all its sub-tenants, licensors and/or other occupants of the Demised Premises or any person approved by the Landlord shall duly observe the duties and obligations of the Tenant herein mentioned in the PHB Tenancy Agreement and the Tenant shall be responsible for any act default or negligence of itself or of the or its sub-tenants, licensors and/or other occupants of the Demised Premises or any person approved by the Landlord in respect of the use of the Demised Premises or any part thereof or the duties and obligations of the Tenant herein mentioned and mentioned in this Agreement and shall well and fully indemnify and save harmless the Landlord to the fullest extent from and against all actions, proceedings, claims, costs, charges, expenses damages and demands by any third party including the tenants, licensors and/or other occupants of the Demised Premises approved by the Landlord or against any fines or penalty imposed by any competent authority or court in respect thereof.

### **7.13 No Auctions**

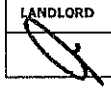
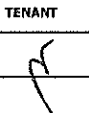
Not to permit or suffer any sale by auction to be held upon the Demised Premises.

### **7.14 Compliance with Notice**

Upon receipt of any notice, order, direction or other thing from any competent authority in respect of or affecting or likely to affect the Demised Premises (whether directly or by receipt of the original or a copy from any sub-tenant or other person) to comply therewith so far as the same requires anything to be done or done by the occupier and in any event forthwith to effectively deliver the same or a copy thereof to the Landlord within three (3) days after receiving such notice and immediately comply with and observe the same at its own cost and expense.

### **7.15 Compliance with Laws**

At all times during the Term hereby created at the Tenant's own costs and expenses to observe and comply with all such requirements as may be imposed on the Tenant in respect of the Demised Premises by any laws issued by the appropriate authority or other conditions and covenants affecting the Demised Premises binding upon the Demised Premises or any rules regulations and directives as may from time to time be prescribed or stipulated by the Landlord and 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 which contravene any of

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those provisions, conditions, covenants, rules, regulations and directives affecting the Demised Premises, its use, any machinery, plant, equipment, fixtures and fittings in the Demised Premises and/or the health and safety of persons in the Demised Premises during the Term or any renewed term, as the case may be, and the Tenant shall keep the Landlord indemnified in respect of all such matters.

#### **7.16 Compliance with Landlord's Directives, Rules and Regulations**

The Tenant shall observe and conform to all Landlord's directives, rules and regulations conferred, stipulated or imposed on at the time being in force as applicable to the Tenant irrespective of the form it was communicated and enforced so long as it is evidenced in writing and communicated as being applicable to the Tenant.

#### **7.17 Restoration and Yielding up of the Demised Premises**

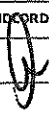
7.17.1 At the Expiry Date or earlier termination of the Term, unless otherwise required by the Landlord in writing, the Tenant shall re-instate the Demised Premises to the Original Condition to the satisfaction of the Landlord.

7.17.2 In addition to the foregoing and immediately prior to the Expiry Date or earlier determination of the Term, the Tenant shall reinstate, repaint (with two (2) coats of a paint (the type of which is to be approved by the Landlord)) and/or repaper the Demised Premises to the Original Condition to the satisfaction of the Landlord, and if the Tenant shall fail to reinstate, repaint and/or repaper the Demised Premises as aforesaid, the Landlord may reinstate, repaint and/or repaper the same and recover from the Tenant on demand the costs of such reinstatement, repainting and/or repapering. If the Landlord requires any alteration or addition made, installed or fixed by the Tenant in at or about the Demised Premises to be retained, the Tenant shall not remove the same, whether prior to or at the Expiry Date or earlier determination of the Term, at no further cost or compensation to the Landlord. For the avoidance of doubt the Tenant may remove furniture and chattels belonging to the Tenant from the Demised Premises.

7.17.3 The Tenant shall deliver the Demised Premises in good, clean, tidy and tenantable repair, free of any debris and all locks, keys and fastenings complete in like condition as the same were delivered to the Tenant at the Handover Date. At the Tenant's own expense, the Tenant shall remove all apparatus, equipment, notices and signboards belonging to the Tenant which may have been placed upon the Demised Premises.

7.17.4 In the event the Tenant took over the fixtures, fittings and/or furniture installed by or belonging to the previous tenant(s) of the Demised Premises, at any time prior to the Expiry Date or earlier determination of the Term, the Tenant's obligation for removal or reinstatement shall extend to all fixtures, fittings and/or furniture installed by or belonging to the previous tenant(s).

7.17.5 The Landlord reserves the right to re-instate the Demised Premises and clean debris or otherwise at the Tenant's cost and expense, and the Tenant shall pay the costs and expenses thereof upon the Landlord's written notice.

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#### **7.18 To Make Good Any Damage**

The Tenant shall within ninety (90) days or any other time as the Landlord may determine at the determination of the Term or earlier termination of this Agreement, make good including but not limited to repair and/or replace works at the Tenant's own cost and expense any damage including but not limited to any caused to the Demised Premises or any part thereof by the installation by the Tenant of any air-conditioning units, fittings or other installations to the Demised Premises or any removal of such air-conditioning units, fittings or other installations fair wear and tear excepted, failing which the Landlord shall be at liberty to make good any damage including but not limited to any repair and/or replacement works and the entire costs and expenses thereof shall be borne and paid by the Tenant to the Landlord upon demand.

#### **7.19 Attire**

7.19.1 The Tenant and the Tenant's employee and such person who has a contract of service with the Tenant ("**Tenant Personnel**") shall wear proper attire within the Demised Premises and in the Building, which proper attire shall be decided upon by the Landlord.

7.19.2 The Tenant Personnel shall wear the identification card provided by the Tenant at all times within the Demised Premises and the Building. Such identification card shall be provided by the Tenant at his own expenses and be subject to the Landlord's approval.

#### **7.20 Tenant Personnel**

7.20.1 The Tenant shall ensure that the Tenant Personnel has fulfilled all requirements and provisos stipulated in the Employment Act 1955, the Labour Laws of Malaysia, Immigration Laws and other relevant legislation pertaining hereto and ensure all foreign workers, throughout their employment period have valid working permits and medical insurance coverage which must be maintained throughout the employment period.

7.20.2 The Tenant shall also ensure that all of the Tenant Personnel shall be vaccinated with two (2) doses any of the approved Covid-19 vaccines and a booster shot and that the vaccination period has reached fourteen (14) days after the administration of the second dose of the vaccine prior to commencement of employment with the Tenant at the Demised Premises.

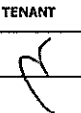
7.20.3 The Parties hereby acknowledge and agree that the Landlord shall have the right to instruct the Tenant to remove or replace its Tenant Personnel who is undermining the interest of the Hospital.

#### **7.21 Not to Wander**

Save for the Landlord's consent, the Tenant Personnel shall not wander into authorized areas of the Building.

#### **7.22 Spare Key**

The Tenant shall submit one (1) spare key of the Demised Premises to the Landlord's authorized personnel for emergency purposes.

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### 7.23 Sole Responsibility for Negligence by Tenant

The Tenant shall at all times take sole responsibility for the negligence, act, matter or things to be done or omitted to be done by the Tenant and/or his staff and/or his agents and/or relevant third parties at the Demised Premises and/or the Building and shall indemnify the Landlord against all action, proceedings, costs, expenses, claims, demands, damage or loss in respect of such act, matter or thing done or omitted to be done by the Tenant, his staff, agent or such relevant third parties.

### 7.24 Cleanliness and Garbage and/or Waste Disposal

7.25.1 Pursuant to **Clause 7.8** hereinbefore mentioned, the Tenant shall keep the Demised Premises clean and in good condition at all times. The Tenant shall not place or leave in the entrance or stairways, passages or corridors of the Building any items or rubbish, dirt and/or debris and shall keep such areas in a clean and sanitary condition.

7.25.2 The Tenant shall use the receptacles which has been provided by the Landlord to store and remove its garbage and undertakes to remove such garbage on a daily basis into the waste bins designated by the Landlord.

7.25.3 The Tenant shall pay to the Landlord, on demand, all charges incurred by the Landlord at any time for excess waste, garbage or rubbish removal or disposal from the Demised Premises if the same is not properly carried out by the Tenant.

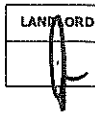
### 7.25 Security

The Tenant shall:

7.25.1 be solely responsible for the security of the Demised Premises and proper locking and securing of the doors and windows (if any) of the Demised Premises at all times, and be similarly responsible if the same is unattended and for the security and well-being of the Tenant's clients, customers, invitees, guests, agents, employees or servants and their belongings and effects.

7.25.2 be solely responsible for the safe keeping of all goods, items, chattels, fixtures and fittings therein at all times. The Tenant shall NOT open any of the windows of the Demised Units. The Tenant shall be liable for any loss or damage to the Demised Premises and any property contained therein in the event of a theft or burglary or accident.

7.25.3 NOT at any time during the Term, employ any security guard to guard the Demised Premises or any part of the Building without the prior written consent of the Landlord. In the event, that the consent of the Landlord is given, the Tenant shall ensure that the security guards shall comply with all notices, directions, rules and regulations laid down by the Landlord from time to time, and that such personnel are issued with and continue to possess the relevant valid licences and/or permits for that purpose. The Tenant shall indemnify and keep the Landlord fully indemnified against any actions claims, or demands brought against the Landlord in respect of any loss injury or damage suffered by or caused to the Landlord or any other party or parties whatsoever resulting from any act or omission of the said security personnel.

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- 7.25.4 in the event of any accident, casualty, damage, theft or burglary which may have occurred on the Demised Premises, give the Landlord notice in writing within 24 hours of the happening of the same. Further, the Tenant shall lodge a police report immediately and furnish a copy of such report to the Landlord.

## **7.26 Use of Demised Premises and Prohibition against Undesirable Use**

- 7.26.1 The Tenant shall only use the Demised Premises for the Permitted Use.
- 7.26.2 The Tenant shall comply with and procure all necessary approvals, permits, consents and/or licenses for the carrying out its Permitted Use.
- 7.26.3 The Tenant shall not use the Demised Premises or any part thereof for any reason whatsoever calculated to affect adversely the interest of the Landlord, and shall observe such restrictions or use of the Demised Premises which the Landlord deems fit to impose.
- 7.26.4 The Tenant shall not use the Demised Premises for any illegal, unlawful or immoral purpose nor to do or permit to be done any act or thing which may become a nuisance or give reasonable cause for complaint from any of the other tenants, occupants, visitors or licensees of the Landlord.

## **7.27 Prohibition against Obstruction**

The Tenant shall not place or expose for sale, exhibition or otherwise or permit or suffer to be placed or exposed upon or over the ground or space outside or adjoining the Demised Premises or the portion of the Lands or the Lands anywhere in or outside the Demised Premises or the portion of the Lands or the Lands any forms of obstruction including but not limited to any goods, materials or things whatsoever on the lifts, stairways and common passages of the Building and shall not cause or permit or suffer to be caused or permitted for any illegal, unlawful or immoral purpose nor to do or permit to be done any act or thing which may become a nuisance or give reasonable cause for complaint from any of the other tenants, occupants, visitors or licensees of the Landlord and other like amenities available at the Demised Premises. The Landlord shall have the right to remove such obstruction in the interest of the Landlord, its occupants and other tenants.

## **7.28 Loading and Unloading Activities**

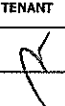
All loading and unloading activities shall be done after office hour by the Tenant and/or the Tenant's suppliers shall be restricted to the back portion of the Building only and the Tenant shall indemnify the Landlord against all action, proceedings, costs, expenses, claims, demands, damage or loss in respect of such act, matter or thing done or omitted to be done by the Tenant and/or his suppliers at the Demised Premises and/or the Building.

## **7.29 Pest Control**

The Tenant shall be responsible for pest control within the Demised Premises and shall meet the requirements and standards of the Hospital in respect of pest control.

## **7.30 Licenses and Approvals**

To obtain and maintain or cause to be obtained and maintained all licenses, permits, approvals, registration and other consents for the carrying on or conduct of the Tenant's

| LANDLORD                                                                              | TENANT                                                                                |
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business at the Demised Premises or operation of the Demised Premises and trade name and licenses for the signages and advertisements of the Tenant or its sub-tenants, licensors and/or other occupants of the Demised Premises or any person and other consents necessary from the appropriate authority for the use of the Demised Premises and ensure that all licenses, permits and approvals are valid at the applicable times for the Term and whenever necessary, obtain the renewal of such licenses, permits, registration and consents from time to time during the Term at the Tenant's own cost. The Tenant shall also extend copies of such licenses, permits, approvals and other consents to the Landlord. Further, the Tenant shall at all times observe and comply with all the terms, conditions and restrictions imposed by such license, permit or consent.

#### **7.31 Contagious Disease or Illness**

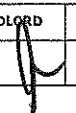
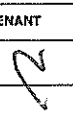
The Tenant shall immediately notify the Landlord and the appropriate authority upon becoming aware that any person at the Demised Premises (whether any sub-tenants, licensors and/or other occupants including the Tenant if he is a natural person) being infected with any ailment, sickness or disease which is contagious and which is likely to result in severe impairment of health and if so required by the Landlord forthwith to the Demised Premises fumigated at the cost and expense of the Tenant.

#### **7.32 Signboards and Advertisements**

The Tenant shall not make or permit or suffer to be made and/or affix, plant or otherwise exhibit on the exterior of the Demised Premises or the Building or any part thereof any nameplate, signboard, placard, poster or advertisement or any flagstaff or other thing whatsoever for the purpose of any public announcement or to exhibit any indication of its business except a signboard bearing the Tenant's business name and logo in such form, character and dimensions to be first approved by the Landlord and to place on the outside of the front door leading to the Demised premises or in any other position to be indicated by the Landlord in writing. Such approval from the Landlord which the Landlord shall revert within fourteen (14) days of receipt of the notice from the Tenant, and if necessary, the prior written consent of the local or appropriate authority. In the event of such approval being given or as the case may be pursuant to **Clause 7.6.6** hereof, all erections, alterations, renovations or additions made to the Demised Premises or any part thereof shall be with such materials, in a proper and workmanlike or such other manner and at such times as the Landlord may direct and in all respects comply with all laws and requirements of the appropriate authority, and all costs and expenses thereof including to obtain the necessary approval(s), consents, licenses and/or permits from the appropriate authority shall be borne and paid for by the Tenant absolutely PROVIDED ALWAYS that the Tenant shall, upon request by the Landlord, produce to the Landlord or the Landlord's agents, all notices, permissions, approvals, consents, plans, receipts, certificates of completion and compliance and other documents in any way related to such erections, alterations and/or additions, and allow the Landlord or the Landlord's agents to make copies thereof.

#### **7.33 Parking of Vehicles**

The Tenant shall not permit any vehicles including motorcycles, scooters and bicycles whether belonging to its sub-tenants, licensors and/or other occupants of the Demised Premises or any person, to be kept or parked in any part of the Building except in the spaces reserved or intended for such purposes.

| LANDLORD                                                                              | TENANT                                                                                |
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**7.34 Interfering with Electric Cables, Switches, Junctions or Points or the Pipes, Taps or other Apparatus**

The Tenant shall not add to or in any way interfere with electric cables, switches, junctions or points or the pipes, taps or other apparatus installed in connection with the supply or use of electricity or water or gas or telephone communications without prior notification by the Tenant to the Landlord.

**7.35 Compliance with Green Building Standards**

The Tenant shall comply with all requirements, if any, to maintain the green building standards of the Demised Premises and ensure the Green Building Index and the environment-friendly building status of the Demised Premises as imposed by the Green Building Index Accreditation Panel is not affected negatively in any way in the event the same is required by the appropriate authority.

**7.36 Prohibition of Noxious, Dangerous or Hazardous Goods**

The Tenant shall not bring or store or permit or suffer to be brought or stored on the Demised Premises or any part(s) thereof, any arms, ammunitions or unlawful goods, unlawful drugs, gun-powder, saltpetre, gas, petroleum, kerosene or any dangerous, inflammable, combustible, explosive, noxious, radioactive, volatile or offensive substance, or any chemical or material or its by-products, the keeping of which may contravene any local ordinance, statute, regulation, rule or bye-law, or any goods or unlawful drugs, which in the opinion of the Landlord, is of a harmful noxious or dangerous or hazardous nature, or in respect of which an increased rate of insurance is required, unless the same is approved and necessary for the Permitted Use.

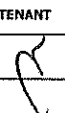
**7.37 State of the Demised Premises**

7.37.1 At any time during the six (6) months immediately preceding the Expiry Date, subject to three (3) days written prior notice to the Tenant, the Tenant shall permit intending or prospective tenants and others at reasonable Business Hours to enter and view the Demised Premises. The Tenant shall also allow the Landlord to affix and exhibit where the Landlord shall think fit any notice of such sale or lease or tenancy (as they deem fit) and in such case with the name and address of the Landlord and/or the Landlord servants, agents, employees and contractors thereon and the Tenant shall not remove any such notice without the prior approval of the Landlord in writing.

7.37.2 At any time during the six (6) months immediately preceding the Expiry Date, the Landlord shall with the Tenant or its sub-tenants, licensors and/or other occupants of the Demised Premises or any person to view and inspect the state of the Demised Premises. Upon completion of the said building audit and inspection, the Landlord shall notify the Tenant of all the repair, restoration and reinstatement works to the Demised Premises which are necessary and required to be done prior to the yielding up of the Demised Premises at the expiration or sooner determination of the Tenancy.

**7.38 To Permit Laying of Wires, Pipes & etc.**

7.38.1 The Tenant shall permit the Landlord and/or PHB, its agents, representatives, consultants, utilities or service providers, employees or workmen to lay and fix in

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| LANDLORD                                                                              | TENANT                                                                                |
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and lead through the Demised Premises at the Landlord and/or PHB's own cost all such wires, cables and ducts for electricity and air-conditioning installation and pipes for water, gas, waste and sewerage as the Landlord and/or PHB or the relevant appropriate authority may from time to time require to be laid and fixed in and led through the Demised Premises for the general purposes of repairing, removing and replacing all or any of the said wires, cables, ducts and pipes or for the general purposes of any other development on the Lands.

- 7.38.2 The Tenant shall do all things necessary to ensure that the Landlord and/or PHB, its agents, representatives, consultants, utilities or service providers, employees or workmen shall be able to lay and fix in and lead through the Demised Premises all such wires, cables and ducts for electricity and air-conditioning installation and pipes for water, gas, waste and sewerage as the Landlord and/or PHB or the relevant appropriate authority may from time to time require. The Tenant shall ensure that the Tenant and/or its sub-tenants, licensors and/or other occupants of the Demised Premises shall not obstruct the process and works of the Landlord and/or PHB, its agents, representatives, consultants, utilities or service providers, employees or workmen hereinbefore mentioned.

#### **7.39 Removal of Equipment and Apparatus**

During the Term, the Tenant may not detach, remove and take away any equipment and apparatus unless with prior written approval from the Landlord.

#### **7.40 Vacation or Abandonment**

In the event that the Rent for three (3) consecutive month(s) have not been paid by the Tenant in accordance with the terms hereof and the Tenant vacates or abandons the Demised Premises before the expiration of the Term, the Landlord shall be entitled to treat such vacation or abandonment as a repudiation of the Tenancy and to terminate this Agreement, in which event the Landlord shall be entitled to forthwith re-enter upon the Demised Premises or any part thereof in the name of the whole whether by force or otherwise, and the Landlord shall forthwith take action against the Tenant to exercise any one or more of the remedies in **Clause 12** but shall not prejudice or affect any other remedies, claims or rights which it may have under these presents.

### **8. INDEMNITY**

- 8.1 The Tenant shall be wholly responsible for, save harmless and indemnify the Landlord fully from and against any and all claims, demands, actions, proceedings, prosecutions, fines, penalties, costs, expenses, liabilities, damages and losses whatsoever which may be made or instituted or imposed by the appropriate authority or any persons against or otherwise incurred or suffered by the Landlord arising howsoever from any one or more of the following events:

- 8.1.1 any damage, breakdown or loss howsoever caused or occasioned to the Landlord or to the Demised Premises or any part of the Common Property, the Building or any adjacent or neighbouring premises or to any facilities, amenities, machinery, conveniences, properties, chattels, goods, merchandise, apparatus, furniture, fittings, effects, plan, equipment, blockage of drains of the Building, breakdown of machinery, defacement of the Building or any injury or death to any person whosoever directly or indirectly through or arising out of any defective or damaged condition of any part of the Demised Premises or of any the Tenant's

| LANDLORD                                                                              | TENANT                                                                                |
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properties, chattels, goods, merchandise, furniture, fittings, fixtures, machinery, plant, equipment, apparatus or effects whatsoever therein.

- 8.1.2 any damage or loss howsoever caused or occasioned to the Landlord or to the Retail Units or any part of the Common Property, the Building or any adjacent or neighbouring premises or to any facilities, amenities, conveniences, properties, chattels, goods, merchandise, furniture, fittings, fixtures, effects, apparatus, plant, equipment or machinery or any injury or death caused to any person whosoever directly or indirectly through or arising out of any act, omission, default, misconduct, carelessness or negligence of the Tenant or of any other persons claiming through or under the Tenant or their respective employees, servants, agents, workmen, contractors, licensees, invitees, visitors or customers.
- 8.1.3 any breach or non-observance or non-performance of any of the covenants, undertakings, warranties, representations, obligations, restrictions, terms, conditions, agreements and stipulations herein contained by the Tenant or any other persons claiming through or under the Tenant.
- 8.1.4 any escape from the Demised Premises into other parts of the Building except proper ventilation facilities of odours fumes or noise.
- 8.1.5 any use or misuse waste or abuse of water or electricity or faulty fixtures or fittings.
- 8.1.6 without prejudice to the generality of the foregoing, any act of the Tenant or its agents, invitees and licensees causing the interruption or cessation of any of the maintenance services as may be provided by the Landlord.

## 9. COVENANTS BY THE LANDLORD

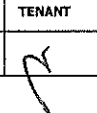
The Landlord hereby covenants with the Tenant as follows:-

### 9.1 To Bear Charges

That during the Tenancy hereby created the Landlord will bear, pay and discharge all present quit rent, taxes, assessments, and other maintenance charges imposed on and payable in respect of the Demised Premises other than that hereinbefore agreed to be paid by the Tenant.

### 9.2 To Give Quiet Enjoyment

That, the Tenant paying the Rent or any revised rent hereby reserved at the time and in the manner as set out in **Section 12 of Schedule 1** and observing and performing all this Agreement covenants and stipulations on the part of the Tenant, to be observed and performed as herein provided, the Landlord shall permit the Tenant to have quiet enjoyment of the Demised Premises and the right to operate, manage and control the parking facilities at the Demised Premises as a public vehicle parking space during the Term taking effect from the Handover Date without any interruption by the Landlord or any person claiming under or in trust for the Landlord.

| LANDLORD                                                                              | TENANT                                                                                |
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### 9.3 To Insure Premises

To insure and keep insured the Building from loss or damage by fire and to pay all premiums necessary for the purpose and the Landlord shall punctually pay all premiums in respect of those policies and renewals of them.

### 9.4 To Repair and Keep the Main Structure

To repair and keep the main structure including the roof, load bearing, walls and floor joists of and the main drains, serving the Demised Premises in good and tenantable repair and condition safe and except structural defects caused by or attributed to the Tenant's act or omission as determined by a building engineer appointed by the Parties in which event the Tenant shall bear the cost of such repair.

## 10. PREMISES BECOME UNFIT FOR OCCUPATION DURING TENANCY

- 10.1 If at any time during the Term, the Demised Premises or any part thereof shall be destroyed or damaged in whole or in part so as to become unfit for occupation or use by Force Majeure and not attributable to any failure by the Tenant to observe and carry out the terms of this Agreement, so as to become unfit for occupation and use, and in the event of the Landlord and/or PHB deciding to rebuild and reinstate the Demised Premises, the Rent hereby reserved or a part thereof proportionate to the extent to which the Demised Premises shall have been so rendered uninhabitable shall abate and cease to be payable until the same shall have been again rendered fit for occupation whereupon the Tenant shall resume occupation AND the Landlord shall not be liable for any loss or damage whatsoever that the Tenant may suffer or might have suffered as a result of the Demised Premises having been so rendered uninhabitable OR if the Landlord and/or PHB is of the opinion that no reinstatement or rebuilding of the Demised Premises can be carried out by reason of the condition of the same or any local regulations or other circumstances beyond the control of the Landlord makes it not practicable or reasonable to do so, then upon the Landlord notifying the Tenant in writing the Tenancy shall determine and this Agreement shall have no further force or effect except as to prior breaches thereof and PROVIDED FURTHER that the Landlord shall not be liable for any loss or damage whatsoever that the Tenant may suffer or might have suffered as a result of such determination of the Tenancy and the Tenant will peaceably and quietly leave, surrender and yield up to the Landlord vacant possession of the Demised Premises and the Landlord shall refund the Deposits to the Tenant. The Landlord shall not be responsible for nor be liable to compensate the Tenant or its sub-tenants, licensors and/or other occupants of the Demised Premises or any person in possession of the Demised Premises or any part thereof for any losses or damage incurred by the Tenant or its sub-tenants, licensors and/or other occupants of the Demised Premises or any person if the Demised Premises or any part thereof to their respective business(es) arising from the destruction of the Demised Premises or any part thereof or the determination of the Tenancy pursuant to this clause.

## 11. EVENTS OF DEFAULT

- 11.1 Notwithstanding any provisions to the contrary herein contained, upon the occurrence of any one or more of the following:-

- 11.1.1 if the Rent or any part thereof or any sums due and payable by the Tenant to the Landlord under the terms hereof shall be unpaid for seven (7) days after the due date (whether the same shall have been formally demanded or not);

| LANDLORD                                                                              | TENANT                                                                                |
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11.1.2 if the Tenant fails to observe or perform or commits a breach of any terms and conditions, stipulation and regulations of this Agreement herein contained;

11.1.3 if the Tenant shall have a receiving order made against it or enter into a liquidation whether compulsorily or voluntarily, or enter into any arrangement or composition with its creditors or suffer any distress or execution to be levied on its goods;

then the Landlord shall be at liberty to take any time thereafter any one or more of the following remedies without being responsible or liable for any loss, damage or expense caused to the Tenant as a consequence of such action:-

- i) serve a forfeiture notice on the Tenant and it is hereby mutually agreed and deemed that the time stipulated in the forfeiture notice shall be seven (7) days and where the breach is not remedied within the stipulated time, to re-enter upon the Demised Premises and thereupon this Agreement shall absolutely be determined;
- ii) to forfeit the Deposits;
- iii) to claim for the Rent and all other sums provided herein for the remaining period of the Term hereby created;
- iv) to sue and take any other action the Landlord deems fit to recover all money due and owing to the Landlord and the cost and expense including legal fees (on a solicitor-client basis) of all such actions taken shall be borne by the Tenant.

11.2 If the Tenant shall fail to pay any part of the Deposits in accordance with the provisions of this Agreement, it shall be lawful for the Landlord to forthwith determine the Tenancy and thereafter the Tenancy shall be null and void and of no effect save that the Landlord may claim damages it has suffered and shall be entitled to deal with or otherwise dispose off the Demised Premises in such manner as the Landlord shall deem fit.

## **12. TERMINATION**

### **12.1 Termination by Landlord**

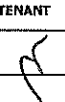
This Agreement may be terminated at any time by the Landlord provided that written notice is given to the Tenant at least three (3) months prior to such termination. Upon such termination, the Parties shall have no further claims against each other except for claims arising from any antecedent breaches. Subject to **Clause 5**, the Deposits shall be returned by the Landlord to the Tenant.

### **12.2 Termination by Breach**

Should any one of the following events occur:-

12.2.1 Failure of any Party of this Agreement to take all necessary actions to remedy a breach of any one or more of the terms of this Agreement within fourteen (14) days of receipt of notice by any other Party of this Agreement complaining of the breach; or

12.2.2 Any Party to this Agreement be adjudicated a bankrupt, commits an act of bankruptcy, goes into receivership or goes into voluntary liquidation otherwise

| LANDLORD                                                                              | TENANT                                                                                |
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than for the purpose of restructuring or amalgamation, by an order of the Courts is made for voluntary liquidation; or

12.2.3 Any Party ceases or threatens to cease performance of any substantial part of this Agreement otherwise than for the purpose of restructuring or amalgamation; or

12.2.4 Any Party be subject to a change in beneficial ownership.

In these events this Agreement is then terminated the other Party/Parties thereto without prejudice to such other rights and remedies it may have, is/are entitled to terminate this Agreement by giving seven (7) days' notice.

### **12.3 On Termination of the Agreement**

At the end of the Tenancy or earlier termination of the Tenancy hereby created, the Tenant shall yield up the Demised Premises, all the Landlord's fixtures and fittings in good and tenable repair together with all keys, locks and fastenings. The Tenant shall be entitled to remove all fixtures and fittings belonging to the Tenant provided that all damage shall be made good by the Tenant after removal of such fixtures and fitting. Upon handing over the keys, the Landlord shall be entitled to deduct from the Deposits such sum as may be necessary to repair and/or make good any damages or breaches by the Tenant. The Landlord shall not be obliged to refund any Deposits until the damages and/or breach has been made good or such repairs have been carried out or paid for.

### **12.4 Failure to Vacate on Termination**

If the Tenant on the termination of the term hereby created fails to yield and vacate the Demised Premises aforesaid, the Tenant shall pay to the Landlord as agreed liquidated damages a sum equivalent to two (2) times the Rent for each day's delay thereto, without prejudice to the Landlord's right to evict the Tenant or to take proceedings or other action to enforce the other rights of the Landlord at law or contained in this Agreement.

### **12.5 Survival of Rights, Duties & Obligations after Termination**

The termination of this Agreement shall not release any of the Parties of obligations which have already accrued in respect of any acts or omissions prior to termination.

### **12.6 Non-waiver of Rights upon Termination**

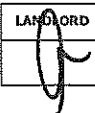
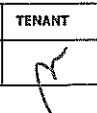
No failure or delay on the part of any of the Parties in exercising his rights shall operate as a waiver nor shall any partial or single exercise of such rights or powers preclude any further exercise of that power or right.

### **12.7 Termination or Early Determination of PHB Tenancy Agreement**

In the event of termination or early determination of the PHB Tenancy Agreement, this Agreement shall be automatically terminated and **Clause 12.3** shall be applicable.

### **12.8 Distress Action**

For the purposes of the Distress Act, 1951 ("Act"), all moneys payable under this Agreement (including without limitation the Rent and any applicable tax) and the interest payable on late payments shall be deemed to be rent recoverable in the manner provided

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in the Act and the rent shall be deemed to be in arrears if not paid in advance at the times and in the manner hereinafter provided for payment thereof. All costs and expenses (including legal fees on a solicitor and client and indemnity basis) of an incidental to the distress shall be payable by the Tenant and in so far as those recovered under the distress shall be recoverable as a debt.

### **12.9 No Monopoly**

Nothing herein contained shall be construed as implying that the Tenant shall have or may expect to have a monopoly in the class of business or type of business carried on by the Tenant in the Building or part thereof or any restriction in the number of tenants, lessees, licenses and/or occupants of the Building (including without limitation their invitees, agents, employees, etc) carrying on the same class of business in the Building.

## **13. MISCELLANEOUS**

### **13.1 Restrictions of Law**

Should any law or regulation, governmental ruling, order, policy or request effectively restricts either Party from implementing this Agreement herein, then the Parties shall employ their best reasonable efforts to reduce the effects of such restriction.

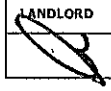
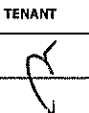
### **13.2 Notices**

13.2.1 All notices and other communications required or permitted to be transmitted to any Party pursuant to the provisions hereof shall be:-

- i) In the English language and in writing
- ii) Delivered by hand, or prepaid courier which must be signed on receipt, or sent by facsimile addressed, or by registered post, to the respective addresses which shall be the addresses as set out in **Section 3 of Schedule 1** for the Landlord and **Section 4 of Schedule 1** for the Tenant respectively.

13.2.2 Receipt of notice shall be deemed:-

- i) If hand delivered : upon receipt.
- ii) If by courier : seven (7) days after date of dispatch.
- iii) If by facsimile transmission : the date of transmission provided the original notice is forwarded to the addressee by prepaid courier.
- vi) If by registered post : the date when it would have been delivered and received in the ordinary course of post.
- (v) If by email : The date and time of email transmission provided that the sender did not receive any report of email non-delivery.

| LANDLORD                                                                              | TENANT                                                                                |
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### 13.3 Costs and Expenses

13.3.1 Each Party shall bear their own legal fees in respect of the preparation of this Agreement but the stamping fees shall be borne by the Tenant.

13.3.2 The Tenant shall pay, reimburse and/or indemnify and keep indemnified the Landlord to the fullest extent for all costs, expenses and any other fees whatsoever, including solicitors costs incurred or to be incurred in connection with the demanding and enforcing of the payment of any monies payable by Tenant under this Agreement or otherwise howsoever in enforcing any of the terms and conditions and stipulations in this Agreement.

### 13.4 Binding Agreement

This Agreement shall be binding upon the successors in title and permitted assigns of the Parties hereto.

### 13.5 Goods and Service Tax, if Applicable

The Parties agree that the Rent shall be exclusive of any tax which may be or become chargeable or imposed by the relevant authorities on the Rent during the Term of this Agreement which, if chargeable, shall be paid by the Tenant to the Landlord.

### 13.6 Special Conditions

The Parties hereto further agree to the special terms and conditions as set out in **Schedule 2** hereto, which shall be deemed to be an essential and integral part of this Agreement. In the event of any conflict between the provisions of this Agreement and the Special Conditions more particularly described in **Schedule 2**, the Special Conditions shall prevail.

### 13.7 Assignment

13.7.1 The Tenant hereby expressly and irrevocably agrees and consents that the Landlord shall be entitled to assign all or any of its rights, interest or benefits under this Agreement (including a transfer of all or any of the Deposits paid by the Tenant) and the Tenant shall, by execution of this Agreement be deemed to have consented to any such assignment. It is hereby agreed that the Tenant shall accept the assignee as the new landlord and will release the Landlord from all its obligations under this Agreement. Where required by the Landlord, the Tenant shall execute any agreement or assignment made or to be made by the Landlord and its assignee, such agreement or assignment to be prepared by and at the expense of the Landlord, wherein the new landlord shall be similarly bound by the terms of this Agreement.

13.7.2 The Tenant shall not be entitled to assign or novate either in whole or in part any obligations, rights and/or benefits under this Agreement to a third party without the prior written consent of the Landlord.

| LANDLORD                                                                              | TENANT                                                                                |
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### 13.8 Governing Law

This Agreement is governed by and shall be construed in accordance with the laws of Malaysia and the Parties agree to be bound by the exclusive jurisdiction of the Malaysian courts.

### 13.9 Preservation of Rights

Without prejudice to the rights, powers and remedies of the Landlord otherwise under this Agreement, any acceptance of the Rent or any other payment or payment of interest by the Landlord from the Tenant shall not affect or be deemed to be a waiver of any rights powers and/or remedies of the Landlord herein stated. The rights of each Party under this Agreement may be exercised by each Party at any time and at the absolute election of each Party in accordance with the provisions of this Agreement. Any failure by either Party to exercise or any delay in exercising any of such rights shall not operate as a waiver of such rights nor shall that Party be considered to be guilty of any delay, laches or acquiescence in such respect. Any defective or partial exercise of any of such rights shall not preclude any other or further exercise of that or any other rights and no act or course of conduct or negotiation on either Party's part shall in any way preclude that Party from exercising any such right or constitute a suspension or any variation of any such right.

### 13.10 Amendments

No amendments, variation, revocation, cancellation, substitution or waiver of, or addition or supplement to, of any of the provisions of this Agreement shall be effective unless it is in writing and signed by both Parties.

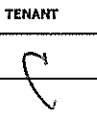
### 13.11 Waiver

No failure or delay on the part of any Party hereto in exercising nor any omission to exercise any right, power, privilege or remedy accruing to such Party hereunder upon any default on the part of the other Party hereto shall impair any such right, power, privilege or remedy or be construed as a waiver thereof or an acquiescence in any such default, nor shall any action by any Party hereto in respect of any default or any acquiescence in any such default, affect or impair any right, power, privilege or remedy of such Party in respect of any other or subsequent default.

### 13.12 Bribery, Gratification and Solicitation

13.12.1 The Parties are not to offer or provide, directly or through any intermediaries, any bribe, gift, hospitality, entertainment, donation, consideration, reward, favour, any material or immaterial benefit or other gratification, commission, fee, brokerage or inducement to an employee, director or other representative of the Party, for the purpose of improperly influencing a business decision to act contrary to the Party's interest or for the purpose of obtaining any advantage in the implementation of this Agreement;

13.12.2 The offer of a bribe or other inducement to any person with the view to influence the placing of this Agreement will result in the termination of this Agreement. Should any of the Party's employee solicit directly or indirectly for any forms of benefits or favours of any kind, the Party shall report the matter directly to the Landlord via email address: [integrity@kpjhealth.com.my](mailto:integrity@kpjhealth.com.my)

| LANDLORD                                                                              | TENANT                                                                                |
|---------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
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### 13.13 Incorporation of Tenant's Handbook

The provisions of the Tenant's Handbook, if applicable, shall be deemed to be incorporated into and shall form part of this Agreement (whether such provisions are repeated herein or not). In the event of any conflict or inconsistency between the forgoing provisions of this Agreement and the provisions of the Tenant's Handbook, the terms and conditions contained in this Agreement shall prevail.

### 13.14 Confidentiality

13.14.1 The contents of this Agreement, all communication between the Parties and all technical, financial and other information not generally available to the public which is disclosed or furnished by any Party to the other in accordance with or in connection with this Agreement must be kept strictly confidential by the recipient party and must not be disclosed to any third party by the recipient party except:

- i) as expressly permitted or required by this Agreement;
- ii) for reporting to its directors, management, shareholders, employees, agents, contractors or officers;
- iii) for seeking professional or other advice from its advisers or consultants;
- iv) where required by the appropriate authority; or
- v) for fulfilling its obligations to disclose information, as may be imposed by the rules of any stock exchange of which it is a member or by any law to which it is subject.

13.14.2 Each Party must ensure that each of its directors, officers, employees, shareholders, agents, contractors, advisers and consultants who have been given access to any technical, financial or other information in accordance with this Agreement keeps the information strictly confidential and refrain from using the information for its own benefit.

13.14.3 This clause shall survive the termination of this Agreement.

### 13.15 Construction

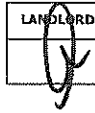
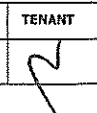
References to Clauses and Schedules are to be construed as referring to the Clauses and Schedule of this Agreement. It shall have the same effect as the provisions herein insofar as it does not affect the meaning and interpretation of this Agreement.

### 13.16 Severability

Each clause shall be deemed independent of the rest. The invalidity or illegality, for whatever reasons of any part of this Agreement shall not affect the remaining portion which are legal unless the remainder of the portion has been rendered meaningless or impracticable where in that event the Parties may elect in good faith to mutually attempt to redefine their respective rights and obligations so that it shall most nearly and fairly from an economic viewpoint reach or have the effect of the invalid or unenforceable provision.

### 13.17 Entirety of the Agreement

This Agreement shall constitute the entire agreement between the Parties hereto and may not be modified, nor amended except by written instrument, in English language, to be signed by all Parties hereto. In that instance such modifications or amendments shall be

| LANDLORD                                                                              | TENANT                                                                                |
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construed as having the same effect and force as this Agreement. All prior communications and documents shall be deemed to have no effect and have been superseded upon the execution of the same hereof.

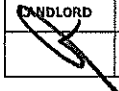
**13.18 Applicable Law**

The validity, construction and performance of this Agreement shall be governed and interpreted in accordance with the laws of Malaysia.

**13.19 Time**

Time wherever mentioned shall be of the essence.

**[THE REST OF THE PAGE IS INTENTIONALLY LEFT BLANK]**

| LANDLORD                                                                              | TENANT                                                                                |
|---------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
|  |  |

Signed by the Landlord

Signature

ZURIATEY HUDEA BT ZAINAL ABIDIN  
NRIC: 720910-01-5996

  
Signature

**BLOOMTHIS FLORA SDN BHD**  
**[Company No: 201501029070 (1154391-D)]**

Signature

GIDEN LIM SOON GHEE

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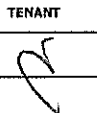
NRIC: 821102-07-5109

  
Signature

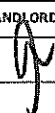
| LANDLORD                                                                              | TENANT                                                                                |
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**SCHEDULE 1**

| SECTION | ITEM                                                        | PARTICULAR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|---------|-------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.      | Date of this Agreement                                      | 1ST DECEMBER 2022                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 2.      | Date of Letter of Offer                                     | 10 <sup>th</sup> October 2022                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 3.      | (a) Name, Company Number & Business Address of the Landlord | Rawang Specialist Hospital Sdn Bhd<br>[Company No: 199501004971 (334166-V)]<br>Hospital Pakar Damansara 2<br>No. 1, Jalan Bukit Lanjan 3<br>Bukit Lanjan<br>60000 Kuala Lumpur                                                                                                                                                                                                                                                                                                                       |
|         | (b) Name of Hospital                                        | Hospital Pakar Damansara 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 4.      | Name, Registration Number & Business Address of the Tenant  | BloomThis Flora Sdn Bhd<br>[Company No: 201501029070 (1154391-D)]<br>No 9, Lorong 51A/227C<br>Seksyen 51A<br>41600 Petaling Jaya<br>Selangor Darul Ehsan                                                                                                                                                                                                                                                                                                                                             |
| 5.      | (a) Demised Premises                                        | An area of approximately 262 square feet located at Unit C1-SH-04, Level 1, Hospital Pakar Damansara 2, No. 1, Jalan Bukit Lanjan 3, Bukit Lanjan, 60000 Kuala Lumpur, in the floor plan annexed herewith in <b>Annexure A</b> .                                                                                                                                                                                                                                                                     |
|         | (b) Permitted Use                                           | Shop                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|         | (c) Business Hours                                          | <p>The Tenant shall operate its business seven (7) days a week including the gazetted public holidays of the Government of Malaysia and the operating hours shall be as follows:-</p> <p>Monday – Sunday: 7.30am – 9.30pm</p> <p>Any changes to the Business Hours of the Tenant shall be mutually agreed by both Parties.</p> <p>The Landlord shall impose a penalty amounting to Ringgit Malaysia One Hundred (RM100.00) Only per day in the event that the Tenant breach the above provision.</p> |

|                                                                                       |                                                                                       |
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| LANDLORD                                                                              | TENANT                                                                                |
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|     |                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-----|-------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 6.  | Term                                                                                                        | Three (3) years                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 7.  | Handover Date                                                                                               | 1 <sup>st</sup> December 2022                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 8.  | Fit-Out Period                                                                                              | 1 <sup>st</sup> December 2022 until 30 <sup>th</sup> December 2022                                                                                                                                                                                                                                                                                                                                                                                                              |
| 9.  | Operation Date                                                                                              | 1 <sup>st</sup> December 2022                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 10. | Expiry Date                                                                                                 | 30 <sup>th</sup> November 2025                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 11. | Renewal Term                                                                                                | Three (3) years                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 12. | Rent                                                                                                        | <p>Ringgit Malaysia One Thousand Five Hundred Seventy-Two (RM1,572.00) Only per month in advance before the seventh (7<sup>th</sup>) of each and every month, whether or not formally or legally demanded and without any deductions, counter claims and set-off whatsoever.</p> <p>Increment of the Rent at the Renewal Term based on the then prevailing market rate subject to a maximum increase of not more than ten percent (10%) over the last Term or Renewal Term.</p> |
| 13. | (a) Security Deposit<br><br>(b) Utilities Deposit<br><br>(c) Restoration Deposit<br><br>(d) Fit-Out Deposit | <p>Ringgit Malaysia One Thousand Five Hundred Seventy-Two (RM1,572.00) Only</p> <p>Ringgit Malaysia Five Hundred (RM500.00) Only</p> <p>Ringgit Malaysia One Thousand Five Hundred Seventy-Two (RM1,572.00) Only</p> <p>Ringgit Malaysia Five Thousand (RM5,000.00) Only</p>                                                                                                                                                                                                    |

|                                                                                       |                                                                                       |
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| LANDLORD                                                                              | TENANT                                                                                |
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**SCHEDULE 2**

**SPECIAL CONDITIONS**

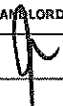
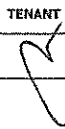
1. Any hoarding to be constructed/installed at the Demised Premises shall be borne by the Tenant. Design and material of the hoarding shall be subject to the Landlord's approval.
2. The Tenant shall be charged for its electricity based on the usage as following:

| Usage                                     | Rate/M <sup>3</sup><br>(RM) | Min Payment<br>(RM) |
|-------------------------------------------|-----------------------------|---------------------|
| <=16kwh                                   |                             | 7.20                |
| First 200 kwh (1-200 kwh) @RM0.4350 / kwh | 0.435                       | 87.00               |
| Next kwh (201 kwh onwards @ RM0.5090 /kwh | 0.509                       |                     |

|                                                                                       |                                                                                       |
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| LANDLORD                                                                              | TENANT                                                                                |
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**ANNEXURE A**

**FLOOR PLAN**

| LANDLORD                                                                              | TENANT                                                                                |
|---------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
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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.* L01E267625XW012  
**Jenis Surat Cara** *Type Of Instrument* PERJANJIAN SEWA  
 SURAT CARA UTAMA  
**Tarikh Surat Cara** *Date Of Instrument* 01/12/2022  
**Balasan** *Consideration* RM 0.00

**Maklumat Pihak Pertama / Penjual / Pemberi** *First Party / Vendor / Transferor / Assignor*  
 RAWANG SPECIALIST HOSPITAL SDN BHD, (334166-V, 199501004971)

**Maklumat Pihak Kedua / Pembeli / Penerima** *Second Party / Purchaser / Transferee / Assignee*  
 BLOOMTHIS FLORA SDN BHD, (1154391-D, 201501029070)

**Butiran Harta / Suratcara** *Property / Instrument Description*  
 C1-SH-04, LEVEL 1, HOSPITAL PAKAR DAMANSARA 2 NO. 1, JALAN BUKIT LANJAN 3, BUKIT  
 LANJAN, , KUALA LUMPUR, , 60000, WILAYAH PERSEKUTUAN KUALA LUMPUR



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:

|                                                         |                        |
|---------------------------------------------------------|------------------------|
| <b>No. Sijil Setem</b> <i>Stamp Certificate No.</i>     | W0121A241164494        |
| <b>Tarikh Penyeteman</b> <i>Date of Stamping</i>        | 19/01/2024             |
| <b>Duti Setem Dikenakan</b> <i>Amount of Stamp Duty</i> | RM 132.00              |
| <b>Penalti</b> <i>Penalty</i>                           | RM 100.00              |
| <b>Pelarasan</b> <i>Adjustment</i>                      | RM 0.00                |
| <b>Jumlah Dibayar</b> <i>Total Amount Paid</i>          | RM 232.00              |
| <b>Indorsemen</b> <i>Indorsement (Akta Setem 1949)</i>  | Seksyen 37; Seksyen 48 |

LEMBAGA HASIL DALAM NEGERI

Pemungut Duti Setem

No. Kelulusan Perbendaharaan *Treasury Approval No.* : KK/BSKK/10/600-2/1/2(60)Tarikh Cetak *Printed Date* : 19/01/2024 04:34:59Pengesahan ketulenan Sijil Setem ini boleh dipastikan di [stamps.hasil.gov.my](https://stamps.hasil.gov.my) atau melalui aplikasi telefon pintarThe authenticity of this Stamp Certificate can be verified at [stamps.hasil.gov.my](https://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 ---



**LEMBAGA HASIL DALAM NEGERI MALAYSIA**  
W.P KUALA LUMPUR (DUTI SETEM)  
KARUNG BERKUNCI 00010  
PEJABAT POS BESAR  
JALAN TUANKU ABDUL HALIM  
50990 KUALA LUMPUR

Telefon : 03-62091000  
samb. : 123013, 123014,  
123010, 123016, 123418,  
123006, 123003  
Fax : 03-62011419  
**www.hasil.gov.my**

Bil Surat Tuan :  
Tetuan/Tuan/Puan  
BLOOMTHIS FLORA SDN BHD  
No. 9, Lorong 51A/227C,, Seksyen 51A,  
46100 Petaling Jaya,  
Selangor

**Nombor Adjudikasi: L01E267625XW012**

**Tarikh: 19/01/2024**

Tuan,

**NOTIS TAKSIRAN SEWA/PAJAKAN (DUTI AD VALOREM)**

**Jenis Surat Cara : PERJANJIAN SEWA**

Permohonan tuan bertarikh **16/01/2024** di bawah Seksyen 36, Akta Setem 1949 dirujuk.

2. Dimaklumkan duti sebanyak **RM 232.00** kena dibayar mengikut pengiraan seperti lampiran.
3. Sila jelaskan duti tersebut selewat-lewatnya pada **19/02/2024**. Bayaran duti setem boleh dibuat secara elektronik melalui:
  - FPX dari laman sesawang STAMPS di <https://stamps.hasil.gov.my> atau,
  - Bill Payment (CIMB BizChannel atau Public Bank)
4. Kelewatan membayar duti boleh dikenakan penalti di bawah Seksyen 47A, Akta Setem 1949.

Sekian, terima kasih.

**"BERKHIDMAT UNTUK NEGARA"**  
**"BERSAMA MEMBANGUN NEGARA"**

PEMUNGUT DUTI SETEM LHDNM

Cetakan komputer ini tidak memerlukan tandatangan.

**PENGIRAAN DUTI YANG DIKENAKAN****Bhg. A: Sewa/ Pajakan**

|                               |    |        |
|-------------------------------|----|--------|
| (a) Premium atau Balasan      | RM | 0.00   |
| (b) Nilai Kadar               | RM | 132.00 |
| (c) Nisbah atas Hasil Tanaman | RM | 0.00   |

**Bhg. B: Duti yang dikenakan mengikut Butiran 49**

|                                                     |           |               |
|-----------------------------------------------------|-----------|---------------|
| (d) Jumlah duti yang dikenakan [(a)+(b)+(c)]        | RM        | 132.00        |
| (e) Tolak amaun duti yang diremitkan / dikecualikan | RM        | 0.00          |
| (f) Duti yang dikenakan                             | RM        | 132.00        |
| (g) Penalti yang dikenakan**                        | RM        | 100.00        |
| (h) Salinan                                         | RM        | 0.00          |
| (i) <b>Jumlah besar duti yang kena dibayar</b>      | <b>RM</b> | <b>232.00</b> |

**\*\* Penalti**

Sesuatu dokumen hendaklah disetamkan dalam tempoh 30 hari dari tarikh ianya disempurnakan dalam Malaysia atau dalam tempoh 30 hari selepas ia diterima dalam Malaysia sekiranya ia disempurnakan diluar Malaysia. Sekiranya ia tidak disempurnakan dalam tempoh yang ditetapkan, penalti sebanyak :

(a) RM25.00 atau 5% daripada duti yang berkurangan, yang mana lebih tinggi, sekiranya ia disetamkan dalam tempoh 3 bulan selepas masa untuk penyeteman.

(b) RM50.00 atau 10% daripada duti yang berkurangan, yang mana lebih tinggi, sekiranya ia disetamkan selepas tempoh 3 bulan tetapi tidak lewat daripada 6 bulan selepas masa untuk penyeteman.

(c) RM100.00 atau 20% daripada duti yang berkurangan, yang mana lebih tinggi, sekiranya ia disetamkan selepas 6 bulan selepas masa untuk penyeteman.

**Salinan Kepada:**

Sidek Teoh Wong & Dennis  
Level 16, Menara Bumiputra - Commerce  
No. 11, Jalan Raja Laut  
50350 Kuala Lumpur  
Wilayah Persekutuan Kuala Lumpur