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| **DATED DAY OF , 2018****BETWEEN****GLO DAMANSARA SDN. BHD.****(Company No: 977202-A)****(“the Landlord”)****AND****EPROSITY ASSET MANAGEMENT SDN. BHD.** **(Company No. 1217877-A)** **(“the Tenant”)****TENANCY AGREEMENT****Suite 6.01C, 6th Floor, South Block****The Ampwalk,****218 Jalan Ampang,****50450 Kuala Lumpur****Tel: 603-2171 1484****Fax: 603-2163 3036****Ref No. 000992** |

**AN AGREEMENT** made the day, month and year stated in **Section 1 of the First Schedule BETWEEN** the party whose name and description is stated in **Section 2 of the First Schedule** (hereinafter referred to as the "Landlord") of the one part, **AND** the party whose name and description is stated in **Section 3 of the First Schedule** (hereinafter referred to as the "Tenant") of the other part.

**NOW IT IS HEREBY AGREED** as follows:-

1. **DEFINITION**

Unless the context shall otherwise require, the following expressions wherever used in this Agreement, shall have the following meanings:-

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| “Administrative Fee” | means the sum of money as stated in **Section 12(a) of the First Schedule** to be paid by the Tenant in accordance with **Clause 8.2.1(b)**. |
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| “Agreement” | means this agreement including the Schedules and Appendices hereto and any variation amendment modification or extension thereof or supplement thereto made between the parties hereto in writing from time to time in force. |
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| “Appropriate Authority”  | means any governmental, semi or quasi-governmental and/or statutory or privatised departments, agencies or bodies. |
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| “Business Commencement Date” | means the date on which the Tenant shall commence its business in the Demised Premises which date shall be the date as stated in **Section 5(c) of the First Schedule**. |
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| “Business Hours”  | means the normal business hours of the Mall from 10.00 a.m. to 10.00 p.m. each day of the week throughout the year subject always to the provisions of **Clause 9.6.3**.  |
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| “Common Property” | means all those portions of the Land as is not comprised in any parcel (including any accessory parcel) or any provisional block and includes fixtures and fittings, drains, sewers, pipes, wires, cables, ducts, roads and all other structures and installations which are used or capable of being used or enjoyed in common by the tenants, occupiers and owners of the Integrated Development Project, and shall have the same meaning as defined in the Strata Titles Act, 1985 and Strata Management Act, 2013.  |
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| “Daily Sales Report” | * DELETED -.
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| “Demised Premises”  | means all that parcel of retail premises located at the Mall more particularly described in **Section 4 of the First Schedule** and for the purposes of identification outlined in RED on the proposed floor plan annexed hereto as **Appendix I** together with a list of individual retail premises with final measurements annexed hereto as **Appendix II**. |
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| “Deposits” | means the Security Deposit, the Utilities Deposit, the Renovation Deposit, the Restoration Deposit and the Mail Box Deposit held by the Landlord, if any.  |
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| “Event of Default” | means the occurrence of any one or more of the events stipulated in **Clause 12.1**. |
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| “Extension Phase” | means the extension phase(s) of the Mall as the Landlord may from time to time acquire and/or construct provided always that it shall not affect the business of the Tenant and Sub Tenants. |
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| “Fitting Out and Stocking Up Period” | -means the period as stated in Section 11(a) of the First Schedule, if applicable and subject to the provisions of Clause 8. |
| “Fitting Out Charges” | -Deleted- |
| “Fit Out Guide” | means the rules and regulations as may be imposed by the Landlord and/or the Management governing any design, fit out and/or renovation works as may be carried out to be complied with by the Tenant as enumerated in a manual guide, a copy of which is annexed herewith as **Appendix III**.  |
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| “Fit Out/Renovation Works” | means all works in relation to the partitioning, additions, installations, decorating, design, fitting-out, refurbishment, alterations, renovations and/or construction of or to the Demised Premises or any part thereof and/or the mechanical and/or electrical services to and/or the pipes, wires, cables or other apparatus constructed affixed installed or laid in or under or through the Demised Premises. |
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| “Fixed Term”  | means the initial tenure of the Tenancy herein and the same is stated in **Section 5(a) of the First Schedule**. |
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| “Force Majeure Event”  | means the occurrence of any one or more of the following events:- |
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|  | explosion, lightning, fire, storm, tempest, flood, landslide, earth movement, earthquake, tsunami, terrorism, riot, disorder, civil commotion, enemy action, war or any other Acts of God or inevitable accidents or unforeseen events. |
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| "Guarantor” | -Deleted- |
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| “Handover Date” | means the date of this Agreement and the handover of possession of the Demised Premises by the Landlord to the Tenant as notified by the Landlord to the Tenant (whether or not the Tenant actually or physically takes possession of the Demised Premises from the Landlord), subject to the provisions as stipulated in Section 5(b)(ii) of the First Schedule hereto. |
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| “Hoarding Charges” | means the sum of money as stated in **Section 12(b) of the First Schedule** to be paid by the Tenant. |
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| “Integrated Development Project” | means the integrated commercial complex comprising of, inter alia, the Mall, two (2) blocks of service apartment, two (2) blocks of shop/office and one (1) block of offices which have been developed and constructed on the Land and/or such other development as may be decided by the Landlord and approved by the Appropriate Authority.  |
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| “Joint Management Body” or “JMB” | means the joint management body of the Integrated Development Project established under Section 4 of the Building and Common Property (Maintenance and Management) Act, 2007 or Section 17 of the Strata Management Act, 2013 or any amendments thereto.  |
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| “Land”  | means the land held under document of title Geran No. Hakmilik 2003 Lot 73 Mukim Kuala Lumpur, Daerah Kuala Lumpur, Wilayah Persekutuan, including any building(s) erected or to be erected thereon and bearing the postal address of Level 15, Menara Glomac, Glomac Damansara, Jalan Damansara, 60000 Kuala Lumpur. |
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| “Landlord” | means **GLO DAMANSARA SDN BHD (Company No. 977202-A**), a company incorporated in Malaysia and having its principal place of business at Level 15, Menara Glomac, Glomac Damansara, Jalan Damansara, 60000 Kuala Lumpur and includes its successors in title, transferees, and assigns. |
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| “Landlord’s Provisions” | means the standard minimum provisions for all the mechanical and engineering devices and facilities to be provided by the Landlord and installed by the Tenant at the Demised Premises attached hereto as **Appendix IV**. |
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| “Lettable Floor Area” | means the area stated in **Section 4 of the First Schedule**. |
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| “Mail Box Deposit” | means the sum of money as stated in **Section 10(e) of the First Schedule** to be paid by the Tenant in accordance with **Clause 6.4**. |
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| “Mall” | means the shopping mall being the retail podium which forms part of the Integrated Development Project erected on the Land and provisionally known as **“Glo Damansara”** and includes the Extension Phase, if any. |
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| “Mall Common Area” | means such portions of the Mall as are not comprised in any lettable parcel therein as may be designated by the Landlord and/or the appointed Mall Manager and/or Management’s absolute discretion from time to time as the Mall Common Area. |
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| “Mall Manager” | means the Landlord and/or the mall management company appointed by the Landlord from time to time to collect the Monthly Rental and to undertake the day to day operations of the Mall as may be notified by the Landlord to the Tenant in writing at any time or from time to time hereafter. |
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| “Management Corporation” | means the management corporation formed pursuant to the provisions of the Strata Titles Act, 1985 or any amendments thereto, as the case may be. |
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| “Management” | means the Joint Management Body or the Management Corporation of the Integrated Development Project or such other person/persons body or corporation as may be established or appointed from time to time to control manage administer upkeep and/or maintain the Common Property.  |
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| “Monthly Base Rental” | -Deleted- |
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| “Monthly Promotion Charges” | -Deleted- |
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| “Monthly Rental”  | means the amount of monthly rental payable by the Tenant as set out in **Section 6 of the First Schedule**. |
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| “Monthly Service Charges” | -Deleted- |
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| “Permitted Use” | means the trade, business, activity, purpose or operations declared by the Tenant to the Landlord to be carried on the Demised Premises and the same is stated in **Section 13(a) of the First Schedule.** |
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| “Renewal Term”  | means the period for which the Tenancy herein may be renewed or extended pursuant to and subject to the provisions of **Clause 11** and the said period is stated in **Section 14 of the First Schedule**, if applicable. |
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| “Renovation Deposit” | means the sum of money as stated in **Section 10(c) of the First Schedule** to be paid by the Tenant in accordance with and for the purposes as stated in **Clause 6.3(a)**.  |
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| “Rent Commencement Date” | means the effective date on which the Monthly Rental is payable by the Tenant as stated in **Section 7 of the First Schedule** and in accordance with **Clause 5**.  |
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| “Restoration Deposit” | -Deleted-.  |
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| “Ringgit Malaysia” or the abbreviation “RM” and “Sen”  | means the lawful currency of Malaysia. |
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| “Security Deposit”  | means the sum of money in the amount and at the rate as stated in **Section 10(a) of the First Schedule** to be paid by the Tenant. |
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| “Special Conditions and Covenants” | means the conditions (if any) set out in the **Second Schedule**. |
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| “Stocking Up”  | means the stocking up by the Tenant of such goods and merchandise as may be required for the Tenant’s trade and business in the Demised Premises. |
| “Sub Tenants” | means the various tenants renting individual lots from the Tenant, as notified by Tenant in writing to the Landlord from time to time.  |
| “Tenancy” | means the tenancy hereby created and granted by the Landlord and accepted by the Tenant upon the terms and conditions herein this Agreement contained.  |
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| “Tenancy Commencement Date” | means the date of commencement of the Fixed Term of the Tenancy herein in accordance with **Clause 4** and the same is stated in **Section 5(b) of the First Schedule.** |
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| “Tenant”  | means the party named and described in **Section 3 of the First Schedule** and includes his legal representatives, heirs, successors in title and permitted assigns. |
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| “Tenant’s Authorised Persons” | means all and any persons claiming through or under the Tenant and the employees, servants, agents, workmen, contractors, licensees, invitees, visitors and/or customers of the Tenant. |
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| “Tenant’s Goods”  | means the properties, merchandise, equipment, furniture, fittings, and/or fixtures of the Tenant. |
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| “Tenant’s Trade Name”  | means the name used by the Tenant in carrying out the Permitted Use and the same is stated in **Section 13(b) of the First Schedule**. |
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| “Utilities Deposit” | means the sum of money as stated in **Section 10(b) of the First Schedule** to be paid by the Tenant in accordance with **Clause 6.2.** |

2. **INTERPRETATION**

2.1 Words denoting the singular include where the context so admits the plural and vice versa.

2.2 Words of the masculine gender include where the context so admits the feminine and neuter genders and vice versa.

2.3 Words denoting natural persons include where the context so admits corporations and firms and vice versa.

2.4 Words denoting an obligation on the Tenant to do any act, matter or thing include an obligation to procure that it be done whether by the Tenant, the Tenant’s Authorised Persons or otherwise and words placing the Tenant under a restriction include an obligation not to permit or suffer infringement of the restriction whether by the Tenant, the Tenant’s Authorised Persons or otherwise.

2.5 References to Clause, sub-Clauses, Articles, Schedules and Appendices are to be construed as references to the Clauses, sub-Clauses, Articles, Schedules and Appendices of this Agreement.

2.6 Reference to “month” in this Agreement shall refer to a period starting on a specified day of a calendar month and ending on the day immediately preceding the numerically corresponding day of the next calendar month of the Gregorian calendar but if there is no such ending day described as aforesaid, then ending on the last day of the month (and reference to “months” shall be construed accordingly). Reference to “calendar month” in this Agreement shall refer to a period starting on a specified day of a calendar month and ending on the last day of that same calendar month of the Gregorian calendar (and reference to “calendar months” shall be construed accordingly). Reference to “year” in this Agreement shall refer to a period of 365 days (including the commencement date as specified or the day on which an event took place) or 366 days (in a leap year) (and reference to “years” shall be construed accordingly). Reference to “calendar year” in this Agreement shall refer to a period starting on a specified day of a calendar month of a calendar year and ending on the last day of that same calendar year of the Gregorian calendar (and reference to “calendar years” shall be construed accordingly).

2.7 Where an act is required to be done within a specified number of period after or from a specified date, the period is inclusive of and begins to run from the date so specified.

2.8 References to a statute or statutory provisions includes a reference to that statute or statutory provisions and all statutory instruments or orders made pursuant to it, as from time to time amended, extended, re-enacted or consolidated.

2.9 Any reference to “law” shall be construed so as to include, without limitation, any Act, ordinance, statutory or municipal, rule, regulation, ruling, decree or order enacted, issued or decreed by the Parliament of Malaysia, the Government of Malaysia or any bureau, minister, agency, court, regulatory body, authority, legislative body or department thereof.

2.10 Where the context so requires, the words “hereof”, “herein”, “hereto” “hereunder” wherever used shall refer to this Agreement as a whole and not to any particular provision only.

2.11 The headings to the Articles and Clauses of this Agreement are inserted for convenience of reference only and shall be ignored in construing the provisions of this Agreement.

2.12 The Schedules and Appendices attached hereto shall be taken read and construed as an integral part of this Agreement.

3. **AGREEMENT FOR TENANCY**

The Landlord hereby lets and the Tenant hereby takes a Tenancy of the Demised Premises as described in **Section 4 of the First Schedule** on an “as is where is” basis on the Handover Date for the Fixed Term as stated in **Clause 4** at the Monthly Rental as provided in **Clause 5** and subject to the terms and conditions hereinafter contained.

4. **TERM**

4.1 The duration for the Tenancy herein is for the Fixed Term as stated in **Section 5(a) of the First Schedule** and shall commence on the Tenancy Commencement Date as stated in **Section 5(b) of the First Schedule.**

4.2 -Deleted-

5. **RENT AND OTHER CHARGES**

5.1 **Payment of Monthly Rental**

5.1.1 The Tenant shall pay the Monthly Rental as stated in **Section 6 of the First Schedule** and at the times and in the manner as stipulated in the said **Section 6 of the First Schedule** with effect from the Rent Commencement Date as stated in **Section 7 of the First Schedule** to the Landlord, whether or not formally or legally demanded.

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5.4 **Payment of Monies into Account**

Without derogating from the generality of **Clause 30**, the Landlord shall be entitled at its absolute discretion, without the concurrence of and without notice to the Tenant to assign all or any of the rights title benefits and interest of the Landlord in and to the Monthly Rental and/or other monies receivable by the Landlord pursuant to this Agreement to any financier(s) of the Landlord (or as the case may be the security agent of such financier(s)) or to any other party(ies) the Landlord shall at its discretion deem fit and in that event, the Tenant hereby agrees to issue such letter of acknowledgement as may be required by the Landlord to facilitate such assignment. In addition, the Tenant shall pay the Monthly Rental and/or all other monies required and/or covenanted to be paid by the Tenant under this Agreement to a specified account and/or in a specified manner as may be notified by the Landlord in writing and any other subsequent written notices from the Landlord and shall forthwith produce documentary evidence of such compliance to the Landlord for its verification.

For the time being and until notified otherwise by the Landlord to the Tenant in writing, all payment(s) of the Monthly Rental and/or the other monies payable by the Tenant to the Landlord shall be paid into the following bank account of the Landlord, free and clear of all and any bank charges, commission and any other deductions to the Landlord and/or the Mall Manager on or before the respective due date(s) for payment(s) or as stipulated in the **Section 6 of the First Schedule** in respect of payment of the Monthly Rental:-

Bank: **AMBank (M) Berhad**

**Account No.:    888-101-496423-3**

The Tenant further hereby agrees that on or before 1st December 2018 to provide proof of documents that it has issued to its bank a standing instruction to remit the Monthly Rental into the Landlord’s aforesaid bank account.

6**. DEPOSITS**

6.1 **Security Deposit**

The Tenant shall pay to the Landlord the Security Deposit in the amount and at the rate and at the time as stated in **Section 10(a) of the First Schedule** by way of deposit and as security for the due observance and performance by the Tenant of all the covenants, undertakings, terms, conditions, obligations, restrictions, agreements and stipulations on part of the Tenant to be observed and performed herein. Provided Always that the Security Deposit shall be maintained throughout the term of the Tenancy herein in the aggregate amount as may from time to time be equivalent to the number of months’ of Monthly Rental, as stated in the said **Section 10(a) of the First Schedule.**

6.2 **Utilities Deposit**

6.2.1 In addition to the Security Deposit payable under **Clause 6.1**, the Tenant shall also pay to the Landlord the Utilities Deposit in the sum and at the time as stated in **Section 10(b) of the First Schedule** as deposit for the supply of water, electricity and any other utilities to the Demised Premises.

6.2.2. Provided Always that in the event that the Utilities Deposit is insufficient to cover the consumption and use of water, electricity and/or any other utilities in respect of the Demised Premises and/or in the event of any increase in utilities deposits as the Landlord may be required to pay to the Appropriate Authority and/or the Mall Manager, the Landlord reserves the right to increase the amount of the Utilities Deposit by giving a notice in writing to the Tenant at any time and from time to time hereafter as the Landlord shall in its absolute discretion deem necessary and such increased Utilities Deposit shall be payable by the Tenant to the Landlord forthwith from the date specified in such notice.

6.3 **Renovation Deposit, if any**

Prior to the carrying out of any such Fit Out/Renovation Works pursuant to **Clause 8**, the Tenant shall also pay to the Landlord the following deposit:-

(a) The Renovation Deposit in the amount as stated in **Section 10(c) of the First Schedule** or such other sum of money as may be stipulated by the Landlord at its absolute discretion at any time and from time to time depending on the nature and extent of the intended Fit Out/Renovation Works by giving a written notice to the Tenant and at the time as stipulated in the said **Section 10(c) of the First Schedule** as security for the strict observance and performance by the Tenant of the provisions of this Agreement as may be applicable howsoever in carrying out of the Fit Out/Renovation Works and to cover and pay for any cleaning, clearing up, repairing and/or replacing works as may be caused by or incidental to the Fit Out/Renovation Works and any losses, damages, costs or expenses as may be suffered or incurred by the Landlord and/or the Mall Manager in respect thereof. The Tenant shall also be liable to pay to the Landlord any shortfall in the Renovation Deposit as may be determined by the Landlord in the Landlord’s absolute discretion if the Renovation Deposit is insufficient to meet the Landlord’s claim.

(b) -Deleted-

6.4 **Mail Box Deposit**

The Tenant shall pay to the Landlord the Mail Box Deposit in the sum and at the time as stated in **Section 10(e) of the First Schedule** as deposit for ninety (90) mail boxes at the Mall, as allocated by the Landlord to the Tenant

6.5 **Maintenance of Deposits and Refund**

6.5.1 The Deposits shall under no circumstances whatsoever without the prior written consent of the Landlord, such consent to be given or withheld in its absolute discretion, be deemed to be or treated or set-off by the Tenant as payment of rentals, service charges, promotion charges, utilities charges or any other monies (including late payment interest) payable by the Tenant under or pursuant to this Agreement. If the Tenant shall fail to perform and observe any of the covenants, undertakings, obligations, restrictions, terms, conditions, agreements and stipulations herein contained, the Landlord shall be entitled but shall not be obliged to set-off from the Deposits or any part(s) thereof such sum(s) as may be due to the Landlord, the Mall Manager and/or the Appropriate Authority and thereupon, the Tenant shall on demand by the Landlord forthwith deposit with the Landlord an amount equivalent to the sum set-off by the Landlord from the Deposits or any part(s) thereof and in any event, without prejudice to the rights, powers and remedies which the Landlord may have against the Tenant in respect of or arising from such breach.

6.5.2 If the Tenant shall have duly performed and observed all the covenants, undertakings, obligations, restrictions, terms, conditions, agreements and stipulations herein contained throughout the term of the Tenancy herein, the Landlord shall refund to the Tenant without interest the Security Deposit, the Utilities Deposit, the Renovation Deposit and the Mail Box Deposit held by the Landlord within seven (7) days after:-

(a) the Tenant shall have duly and promptly yielded up vacant possession of the Demised Premises, including any mail box at the Mall, to the Landlord in its original state and condition (fair wear and tear excepted) and in clean, good and tenantable condition and repair (fair wear and tear excepted) and in accordance with the provisions of this Agreement; and

(b) the Landlord being satisfied that all outstanding utilities charges and fines, if any, in respect of the Demised Premises shall have been settled in full by the Tenant.

With regard to the Renovation Deposit, the same less such sum(s) as may then be found due to the Landlord and/or the Mall Manager shall be refunded to the Tenant without interest after satisfactory completion of the Fit Out/Renovation Works and upon inspection by the Landlord to ensure compliance with all the conditions of approval in respect of the Fit Out/Renovation Works.

6.6 **Interchangeability of Deposits**

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7. **DESCRIPTION OF DEMISED PREMISES**

7.1 **Description of Demised Premises**

It is hereby expressly declared and acknowledged that the description, position, location, measurement, boundaries and area of the Demised Premises in relation to the other premises as shown in the proposed floor plan attached hereto as **Appendix I** or as given herein are believed but not guaranteed to be correct and the parties hereto hereby agree that any discrepancy in the description, position, location, measurement, boundaries and area of the Demised Premises shall not entitle the Tenant to vitiate or terminate this Agreement nor shall it be the subject of any claims whatsoever against the Landlord nor affect howsoever the Tenancy herein save and except as provided in **Clause 7.2**.

7.2 **Deleted**

7.2.1 Deleted.

7.2.2 Deleted.

8. **FIT OUT/RENOVATION WORKS AND STOCKING UP, IF ANY**

8.1 **Fitting Out and Stocking Up Period**

8.1.1 The Fitting Out and Stocking Up Period is set out in Section 11(a) of the First the Schedule. The Tenant shall enjoy the usage of the loading bay, loading lift, common area and common toilet, the provision of dumping bin(s) at the loading bay for construction debris and the usage of water for outlets without water supply for the Fit Out/ Renovation and Stocking Up Period.

8.1.2 Notwithstanding anything herein contained, the Landlord reserves the right not to grant the Fitting Out and Stocking Up Period to the Tenant, to revoke the same or to allow the Tenant to commence the Fit Out/Renovation Works and the Stocking Up if the provisions of this **Clause 8** or any other terms and conditions of this Agreement(including the provisions of the Fit Out Guide)are not complied with.

8.1.3 The Landlord shall provide or cause to be provided the Landlord’s Provisions as annexed herewith as **Appendix IV**, to the Demised Premises. The Tenant shall install or cause to be installed the Landlord’s Provisions to the Demised Premises within the guidelines set out by the Landlord. Any additional provisions or works which the Landlord may at the request of the Tenant agree to undertake shall be at the Tenant’s own costs and expenses, which said costs and expenses shall forthwith be paid by the Tenant to the Landlord on demand.

### 8.2 Landlord’s Approval

8.2.1 The Tenant shall on behalf of the Sub Tenants submit the proposed layout, designs, drawings, specifications and plans for any intended Fit Out/Renovation Works and the Stocking Up in respect of the Demised Premises to the Landlord for its review and approval, which layout, designs, drawings, specifications and plans shall comply with the Fit Out Guide and all applicable laws, by-laws, rules, regulations, orders, directives, notices and/or requirements imposed by the Appropriate Authority and/or the Mall Manager, shall include full particulars of the nature and extent of the Fit Out/Renovation Works and Stocking Up to be carried out and pay the following charges to the Landlord:-

(a) -Deleted-

(b) the non-refundable Administrative Fee in the sum as stipulated in **Section 12(a) of the First Schedule**; and

(c) -Deleted-

8.2.2 The Landlord shall be entitled to require such deletions, additions, changes, amendments and/or alterations, whether in whole or in part, to the proposed Fit Out/Renovation Works which, in the reasonable opinion of the Landlord may be necessary to ensure that the proposed Fit Out/Renovation Works do not hamper, prevent, restrict and/or otherwise affect in any degree or manner whatsoever the electrical, ventilation, lighting and/or any other utility or safety system in the Demised Premises, and/or the Mall and/or the Land nor cause any nuisance to other tenants or occupiers of the Mall and other parts of the Land. In addition thereto, the Fit Out/Renovation Works shall also be governed by the Fit Out Guide as annexed hereto as Appendix III.

### 8.2.3 The Tenant shall allow the Landlord or its duly authorised servants, agents or workmen access to the Demised Premises to observe and monitor the Fit Out/Renovation Works and the Stocking Up to be carried out in respect of the Demised Premises by or at the instruction of the Tenant.

### 8.2.4 The Tenant shall at its own cost and expenses as stipulated in Section 12(b) of the First Schedule install and complete the hoarding and hoarding visual (which hoarding visual shall have been submitted by the Tenant together with the plans for the Fit Out/Renovation Works and approved by the Landlord) in accordance to the Landlord’s specification upon approval of the Fit Out/Renovation Works.

### 8.3 Appropriate Authority’s Approvals

8.3.1 The Tenant shall submit the proposed layout, design, drawings, specifications and plans to the Appropriate Authority within seven (7) days of the Landlord’s approval and obtain at its own costs and expenses all the necessary and requisite planning approvals, permission and/or consents from the Appropriate Authority prior to the commencement of any Fit Out/Renovation Works to be carried out at any time or from time to time in respect of the Demised Premises, if applicable, and comply and adhere strictly with any and all laws, by-laws, rules, regulations, orders, directives, notices and/or requirements imposed by the Appropriate Authority in the carrying out of the Fit Out/Renovation Works or other related works .

8.3.2 Notwithstanding anything contrary to this Agreement, as soon as the Tenant or their Sub Tenants submit the application for approval of their layout plans to the Appropriate Authorities, the Tenant or their Sub Tenants may commence renovation works, provided that the Tenant and Sub-Tenant agrees to indemnify and keep the Landlord fully indemnified from and against any actual or threatened cost, loss, claim, damage, liability or expense incurred by the Landlord as a result of or relating to or arising out of the Tenant’s and/or Sub-Tenant’s commencement of such renovation works prior to obtaining approval from the Appropriate Authorities

8.4 **Insurance**

Prior to the commencement of any Fit Out/Renovation Works and Stocking Up to be carried out in respect of the Demised Premises, the Tenant shall at his own costs and expenses take out and maintain or cause to be taken out and maintained adequate insurance in the name of the Tenant with such insurance company and upon such terms and conditions as may be approved by the Landlord and if so required, also by the Mall Manager including but not limited to all risks public liability insurance policy of not less than the sum as stipulated in **Section 17 of the First Schedule**, workmen’s compensation or other like insurance as may be necessary or expedient to cover the possible liabilities for any injuries, death, loss and/or damage to persons and/or properties (including the Fit Out/Renovation Works and the Stocking Up and the Tenant’s Goods, if any) arising out of or in the course of carrying out the Fit Out/Renovation Works and the Stocking Up or otherwise whilst in, upon or about the Demised Premises and/or the Mall and/or the Land and the Tenant shall forthwith deliver to the Landlord copies certified as true by the relevant insurance company(ies) of the insurance policy(ies) so taken and maintained together with the receipts for the premium paid in respect thereof.

### 8.5 Fit Out/Renovation Works and Stocking Up and Indemnity

* + 1. The approved Fit Out/Renovation Works shall only be carried out at the sole costs and expenses of the Tenant. The Tenant shall be entitled to engage its own or engage the Landlord’s designated M&E consultants or the Landlord’s nominated contractors to carry out any mechanical and electrical works of the Fit Out/Renovations Works or any works involving fire fighting/prevention facilities and equipment thereat, as the case may be, at pre-determined rate(s) of the M&E consultants or nominated contractors, as the case may be, to be borne and paid by the Tenant. Provided that any of the M&E personnel to be engaged by the Tenant must be properly qualified, licensed and/or registered persons duly certified to carry out such Fit Out/Renovation Works.
		2. The Tenant shall ensure that the Fit Out/Renovation Works and the Stocking Up are carried out and completed timely, in good and workmanlike manner and in conformity in every respect with the drawings, plans, layout, designs and specifications as approved by the Landlord and or the Appropriate Authority, as the case may be, and in compliance with all written laws, by-laws, rules, regulations, orders, directives, notices and requirements for the time being in force or otherwise applicable thereto, the conditions of the approval given by the Landlord and/or the Appropriate Authority in respect of the Fit Out/Renovation Works, if any, and the provisions of this Agreement (including the Fit Out Guide) and shall clear up any debris and make good any damage arising from the Fit Out/Renovation Works and Stocking Up all within the Fit Out and Stock Up Period or such extended period as the Landlord may in its absolute discretion allow in writing.
		3. The Tenant shall carry out or ensure that its contractors shall carry out proper site measurements prior to commencement of any Fit Out/Renovation Works (including but without limitation to installation of any fixtures or fittings for the Demised Premises) to ensure accurate measurements. During the Fit Out and Stock Up Period or while any Fit Out/Renovation Works and/or restoration are carried out in respect of the Demised Premises, the Landlord may, if the Tenant fails to do so, erect and maintain hoarding around the external perimeter of the Demised Premises at the sole costs and expenses of the Tenant.

8.5.4 Notwithstanding that the layout, designs, drawings, specifications and plans for the Fit Out/Renovation Works are subject to the review and approval by the Landlord and if so required, also by the Management and that the Landlord and/or the Mall Manager shall be entitled to require such deletions, additions, changes, amendments and/or alterations, whether in whole or in part, to the proposed Fit Out/Renovation Works and notwithstanding anything to the contrary herein this Agreement contained, the Tenant shall be solely responsible for any Fit Out/Renovation Works to be carried out in respect of the Demised Premises and all consequences, whether directly or indirectly, therefrom.

8.5.5 The Tenant shall indemnify and keep the Landlord and the Mall Manager fully indemnified against any claims, demands, actions, proceedings, prosecutions, loss, damages, fines, penalties, costs and expenses whatsoever (including the solicitors fees of the Landlord and/or the Mall Manager on a solicitor and client basis) which may be made, instituted or imposed by the Appropriate Authority or any other persons against or suffered or incurred by the Landlord and/or the Mall Manager howsoever arising out of or resulting from a breach by the Tenant of the provisions of this **Clause 8.5** or otherwise howsoever arising out of or resulting from the Fit Out/Renovation Works and the Stocking Up.

### 8.6 No Compensation

The Landlord shall not be liable to compensate or repay the Tenant for any Fit Out/Renovation Works and the Stocking Up or improvement carried out upon or made to the Demised Premises and for the costs and expenses incurred by the Tenant in respect thereof and the Tenant shall not be entitled to claim for any reduction in the Monthly Rental on account of such Fit Out/Renovation Works and the Stocking Up or improvement thereto or for such costs and expenses in respect thereof.

### 8.7 Nuisance

The Tenant shall ensure that the activities in connection with the Fit Out/Renovation Works and the Stocking Up carried out by the Tenant and/or the Tenant’s Authorised Persons during the Fit Out and Stock Up Period shall be carried out in such a manner so as not to cause any nuisance, annoyance, disturbance inconvenience, injury, damage to or in any way interfere with the quiet occupation and comfort of the Landlord, its tenants or the owners or occupiers of adjacent or neighbouring Demised Premises and/or properties. If the Landlord shall in its absolute discretion consider such sound to be undesirable the Landlord shall give written notice to the Tenant to that effect and the Landlord shall be entitled to extend or restrict the hours in which the Tenant may carry out the Fit Out/Renovation Works in or at the Demised Premises.

### 8.8 Security

8.8.1 The Tenant shall be solely responsible for the security of the Demised Premises at all times including but not limited to the Fit Out and Stock Up Period and for the proper locking and securing of the doors and windows of the Demised Premises and shall be solely responsible for the safe-keeping of all the Tenant’s Goods in the Demised Premises.

8.8.2 In the event the Tenant shall, with the prior written approval of the Landlord, employ any security guards to guard the Demised Premises, to ensure that such security guards (and/or as the case may be the security company providing such services) are duly licensed to provide such services by the Appropriate Authority and that such security guards shall comply with all notices, directions, rules and regulations laid down by the Landlord and/or the Mall Manager from time to time.

9. **COVENANTS BY TENANT WITH LANDLORD**

The Tenant covenants and agrees with the Landlord to comply with the following in addition to the other covenants and agreements on the part of the Tenant under or pursuant to this Agreement:-

9.1 **Taking Possession**

To accept and take possession of the Demised Premises on an “as is where is” basis on the Handover Date and be responsible and liable for the Demised Premises whether or not the Tenant actually or physically takes possession of the Demised Premises.

### 9.2 Payment Of Rental And Other Charges

-Deleted-

### 9.3 Increase In Outgoings

-Deleted-

### 9.4 Payment For Utility Charges Etc.

9.4.1 To forthwith pay all consumption of electricity and any other utilities in relation to the Demised Premises supplied and metered separately to the Demised Premises and the individual retail premises of the Sub Tenants which shall be consumed or supplied on or to the Demised Premises with effect from and including the Handover Date or the Tenancy Commencement Date, whichever is earlier.

9.4.2 With regards to supply of water to the Demised Premises, if any, the Tenant shall pay to the Landlord and/ or the Management such rates charged to the Landlord for water fixed by SYABAS.

9.4.3 -Deleted-

### 9.5 Tenant’s Trade Name and Permitted Use

9.5.1 To use the Demised Premises only for the Permitted Use as stated in **Section 13(a) of the First Schedule** and not for any other trade, business, activity, purpose or operations whatsoever and not to effect any change to the Permitted Use of the Demised Premises without the prior written consent of the Landlord, which consent may be granted or withheld at the Landlord’s absolute discretion.

9.5.2 To use the Tenant’s Trade Name as stated in **Section 13(b) of the First Schedule** and the Tenant shall not use or cause or permit to be used the words “Glo”, “Glomac” or any other words similar thereto, in any form, including as a description or part of a description of any business or business name to be carried or carried on the Demised Premises save in instances where the words "in" or "at" or “@” are used before “Glo” or “Glomac”.

### 9.6 Commencement and Opening for Business

9.6.1 To commence the Permitted Use at the Demised Premises on or before the Business Commencement Date or such other date as the parties hereto may agree in writing.

9.6.2 At all times, to keep the Demised Premises open for business throughout the Business Hours every day of the year from Mondays to Sundays including public holidays unless the Tenant has applied to the Landlord in writing at least fourteen (14) days before any intended closure of the Demised Premises and the Landlord has given its prior written consent thereto, such consent to be given or withheld at the absolute discretion of the Landlord.

9.6.3 The Tenant may, with the prior written approval of the Landlord and the payment of additional charges for the extended hours of operation calculated at the rate set out in **Section 15(b) of the First Schedule**, extend the hours of operation of the Demised Premises beyond the Business Hours.

9.6.4 Notwithstanding anything to the contrary as may be contained herein, the Tenant hereby acknowledges and agrees that the Landlord shall have the absolute right, without any right by the Tenant to claim for compensation or damages or rebate, to extend or reduce the Business Hours of the Mall and to declare the Mall totally or partially closed if so required by the Landlord or the Mall Manager or the Appropriate Authority for any emergency reasons at no fault of the Landlord, the Mall Manager and their respective servants and agents. Provided always, if the Mall is closed due to the fault negligence or omission of the Landlord, the Mall Manager and their respective servants and agents the Landlord shall compensate the Tenant a sum set out in this Agreement.

9.6.5 Notwithstanding anything to the contrary as may be contained herein, for so long as the Tenant has duly paid the Monthly Rental in accordance with this Agreement, having vacant shop lot(s) or unit(s) of the Demised Premises not sub-tenanted shall not constitute a breach of **Clauses 9.6.1 and Clause 9.6.2** by the Tenant.

9.7 **Operation Outside Business Hours**

Not to carry on any trade, business, activity, purpose or operation upon the Demised Premises or otherwise outside the Business Hours unless given prior written consent to do otherwise by the Landlord in its absolute discretion. In the event consent to operate outside the Business Hours is given by the Landlord to the Tenant and subject always to the due compliance at all times by the Tenant of **Clauses 9.22 and 9.24**:-

1. The Tenant shall pay to the Landlord and/or the Mall Manager the sum set out in **Section 15(b) of the First Schedule**.

### 9.8 Exterior Of Demised Premises and Mall Common Area

9.8.1 To upkeep and maintain at all times and at the costs and expenses of the Tenant the display windows/areas, showcases, facade and/or the front, windows and entrances of the Demised Premises in clean and attractive appearance, well lit during the Business Hours only.

9.8.2 Not to cause the Mall Common Area to become untidy or dirty but at all times to keep the Mall Common Area free from deposits of materials and refuse.

9.8.3 To clean both sides of the shop front and the doors and windows and door and window frames of the Demised Premises save and except the outside surface of all external window and the window frame of the Mall.

9.9 **Interior of Demised Premises**

9.9.1 To keep the entire interior of the Demised Premises including the Landlord’s Provisions, if any, and the doors, windows, floors, ceilings, walls, locks, fastenings, electrical wiring, power and light fittings, cables, pipes, ducts and vents in clean, good and tenantable condition and repair (fair wear and tear only excepted), to keep the interior woodwork properly stained, varnished and polished and the window/glass panes cleaned and to replace all the above with replacements of the same or equivalent quality as and when they may have been damaged, soiled or rendered unserviceable, including but not limited to blown or fused lights, bulbs and/or fluorescent tubes, broken glass including exterior show windows, lighting, electrical and mechanical equipment, plumbing and/or drainage in or upon the Demised Premises at all times throughout the term of the Tenancy herein and at the Tenant’s own costs and expenses.

9.9.2 To keep all those parts of the interior of the Demised Premises that are visiblefrom a pedestrian mall or a street sufficiently lighted (during Business Hours only), attractively laid out and furnished and with goods well displayed and to keep any display windows or showcases in the Demised Premises clean and adequately and attractively dressed at all times to the reasonable satisfaction of the Landlord PROVIDED ALWAYS THAT the Tenant shall display its merchandise, goods, advertisements and/or banners within the boundaries of the Demised Premises, failing which the Landlord shall be entitled to confiscate and dispose of the same as the Landlord shall deem fit without being accountable nor liable to the Tenant in any way whatsoever.

9.9.3 -Deleted-

9.10 **Access To Demised Premises For Purposes Of Inspection And Repairs**

### 9.10.1 To permit the Landlord and if so required, the Mall Manager or their duly authorised servants or agents with or without workmen and others upon giving previous reasonable notice in writing and at all reasonable times (except in the case of emergency whereupon the rights of the Landlord and the Mall Manager herein may be exercised at any time and without prior notice) to enter upon and examine the condition of the Demised Premises and to do structural or external repairs and/or renovations to the Demised Premises, the neighbouring premises or any part(s) of the Mall which are not conveniently accessible otherwise than from or through the Demised Premises and/or to lay and fix and lead in through under or above the Demised Premises all such wires cables and ducts for electricity, air-conditioning installation, fire services (if any), low voltage system such as telephone, CCTV (security) etc. (if any) and pipes for water, gas, waste and sewerage as the Landlord and/or the Mall Manager may from time to time require to be laid, fixed and led in through under or above the Demised Premises for the general purposes of installing, adding, repairing, removing and/or replacing all or any of such wires, cables, ducts and pipes whatsoever in relation to the Demised Premises, the neighbouring premises, the Mall or any part(s) of the Land.

9.10.2 Upon such inspection, the Landlord may also serve on the Tenant a notice in writing specifying any repairs and/or replacement for which the Tenant is liable under this Agreement and requiring the Tenant to forthwith execute the same failing which the Landlord shall be entitled but not obliged to enter the Demised Premises and to execute such repairs and/or replacement and the costs and expenses thereof shall be a debt due from the Tenant to the Landlord and shall be forthwith recoverable as such.

### 9.11 Electrical And Other Additions

9.11.1 Not to install, fix, add, remove and/or vary electrical sockets, plugs, power points, electrical appliances, air-conditioning units and/or wiring without the prior written consent of the Landlord and if so required, of the Mall Manager at their absolute discretion. Provided Always that the Tenant shall be responsible for obtaining at his own costs and expenses all requisite consent(s) from the Appropriate Authority for the same. Upon seeking the consent of the Landlord and/or the Mall Manager, the Tenant shall also at his own costs and expenses deliver a certificate from a qualified electrical engineer acceptable to the Landlord and/or the Mall Manager that such installation, fixing, addition, removal and/or variation shall not overload or cause damage to the power supply or to any existing electrical installations and wiring in the Demised Premises and/or any other part(s) of the Mall nor exceed the maximum load of the electrical supply requirements allocated for the Demised Premises by the Landlord and/or the Mall Manager. The Tenant further covenants not to do anything which may interfere with or imposes additional load on the heating cooling and/or ventilation system of the Mall.

### 9.11.2 During the Business Hours to operate the ventilation equipment in the Demised Premises, if any, which comprises part of the system for the air conditioning for the Mall Common Area and the electrical, lighting and/or any other utility or safety system in the Demised Premises in accordance with the regulations for such purpose made by the Landlord from time to time.

### 9.11.3 Not to install or use in or upon the Demised Premises any machinery or apparatus which causes noise or vibration which can be heard or felt in nearly or outside the Demised Premises or which may cause damage.

### 9.12 Alteration, Obstruction And Damage

9.12.1 Not to make or allow any Fit Out/Renovation Works whatsoever to be carried out in respect of the Demised Premises without the Landlord’s prior written consent at its absolute discretion.

9.12.2 Not to obstruct, damage, mark, deface or allow to be obstructed, damaged, marked or defaced the Demised Premises and/or the various entrances, stairways, corridors, passages, lifts, escalators and all other part of the Mall. In the event that there is obstruction, damage, marking or defacement caused by the Tenant or any of the Tenant’s Authorised Persons, the Tenant shall forthwith notify the Landlord and/or the Mall Manager, as the case may be, of the same and at the written request of the Landlord and/or the Mall Manager immediately remedy such obstruction, damage, marking or defacement, failing which, the Landlord and/or the Mall Manager, as the case may be, shall be entitled but not obliged to remedy such obstruction, damage, marking or defacement and if required, to enter the Demised Premises whereupon the reasonable costs and expenses incurred shall be a debt due from the Tenant to the Landlord and/or the Mall Manager, as the case may be, and shall be forthwith recoverable as such.

### 9.13 No Excessive Noise

9.13.1 At all times to control the sound or noise level (if any) created from the activities at the Demised Premises so as not to create any disturbances or inconvenience to any of the other tenants of the Mall and other parts of the Mall and other parts of the Land and the Landlord and/or the Mall Manager. The noise level shall be moderate and must also be acceptable to both the public and the Appropriate Authority.

### 9.13.2 Not to play or use any musical instrument, loudspeaker, tape recorder, gramophone, radio or other equipment or apparatus that produces sound in the Demised Premises so as to be heard outside the Demised Premises and if the Landlord shall in its absolute discretion consider such sound to be undesirable and shall give written notice to the Tenant to that effect.

### 9.14 Lighting

9.14.1 Not to block, darken, tint, obscure any of the windows, doors, glass, walls or lights of the Demised Premises or the Mall.

9.14.2 Not to display any flashing lights in the Demised Premises that can be seen from outside the Demised Premises nor to display any other lighting arrangement that can be seen from outside the Demised Premises if the Landlord shall in its absolute discretion consider such lighting to be undesirable and shall givewritten notice to the Tenant to that effect.

9.14.3 Unless prevented by any regulation or requirement of a competent statutory or local authority or by any interruption in the supply of electricity by the statutory undertake to keep all display windows and showcase of the Demised Premises well lit during the Business Hours.

### Discharge and Flooding

9.15.1 Not to discharge or permit or suffer to be discharged into any of the pipes serving the Demised Premises or any part of the Mall any oil, grease or other deleterious matter or any substance which might become a source of danger or injury to the drainage system of the Mall, the Land or any adjoining properties.

9.15.2 Not to cause or permit or suffer to be caused any overflowing, flooding, damage, blocking or stoppage to the drains, pipes, toilets, drainage or sewerage system in and around the Demised Premises and/or the Mall. Where any such overflowing, flooding, damage, blocking or stoppage as aforesaid is caused by the Tenant or any of the Tenant’s Authorised Persons, to remedy the same forthwith, failing which, the Landlord and/or the Mall Manager, as the case may be, shall be entitled immediately to enter the Demised Premises if necessary and to remedy such overflowing, flooding, damage, blocking or stoppage whereupon the reasonable costs and expenses incurred shall be a debt due from the Tenant to the Landlord, and/or the Mall Manager, as the case may be, and shall be forthwith recoverable as such.

### 9.16 Conveyance Of Waste Material

To use the designated service lifts only for the transportation of properly packed refuse, rubbish or waste material by any description whatsoever. All such refuse, rubbish or waste material shall be disposed at the designated rubbish disposal bins or facilities provided by the Landlord and/or the Mall Manager and the Tenant shall take all reasonable steps not to litter any part of the service lifts or any other part(s) of the Mall and/or the Land or otherwise encumber or obstruct the same and shall keep the Demised Premises, the Mall and the Land in a clean and sanitary condition. The Tenant shall at all times observe and comply with the notices, directions, rules and regulations from time to time laid down by the Landlord and/or the Mall Manager for or relating to the collection, removal, disposal and/or destruction of refuse, rubbish or waste material.

### 9.17 Delivery And Conveyance Of Tenant’s Goods

9.17.1 To conduct and/or effect the delivery of the Tenant’s Goods at the designated loading area or service door specified by the Landlord and/or the Mall Manager for such use only and the subsequent movement of the Tenant’s Goods from the designated area to the Demised Premises shall be carried out only via the Mall’s designated service lifts and not through any escalators or lifts in the Mall.

9.17.2 Not to cause congestion of the loading area or any adjoining loading bays or inconvenience to any other user of the loading area.

9.17.3 Not to permit any vehicles belonging to the Tenant or any persons calling on the Demised Premises expressly or by implication with the authority of the Tenant to stand on the service roads or the pavements of the Mall except when and for so long as the same are actually loading or unloading goods and materials on the loading bays and to use its best endeavours to ensure that such persons calling on the Demised Premises do not permit any vehicle to stand on any such road pavement or loading bay.

9.17.4 The delivery and the movement of the Tenant’s Goods are to be carried out during or between such hours as may be stipulated by the Landlord and/or the Mall Manager from time to time at their absolute discretion.

### 9.18 Use of Lifts

9.18.1 Not to convey or carry the Tenant’s Goods or any other goods and baggage in the passenger lifts or escalators except in service lifts and any other lifts designed by the Landlord.

9.18.2 Not to deface or cause or permit any damage or deface any part of the lifts or escalators passages, escalators, staircase, landings or other part of the Mall while moving any goods or other things whatsoever and shall forthwith repair and make good such damage or defacement or pay the Landlord on demand the costs of making good such damage and/or defacement.

9.18.3 Any delivery or consignment of crate of goods in bulk having a dimensional height and width greater than 2 metres by 1.7 metres and weighing in excess of 2,000 kilograms in respect of goods lift or 1.8 metres by 1.7 metres and weighing 2,000 kilograms shall be carried out by the Tenant, its servants or agents only before 10.00 a.m. and after 10.00 p.m. in the Mall or such other hours as may be designated by the Landlord.

### 9.19 Ceiling and Floor Loading

9.19.1 Not to bring or permit to bring any heavy objects or goods of any nature whatsoever onto the Land, the Mall and/or the Demised Premises nor do or permit to do anything which will cause a floor loading in excess of such weight as shall be notified by the Landlord without the prior written consent of the Landlord and if so required, also of the Mall Manager in their absolute discretion, and in the event of such consent being given the Tenant shall place such heavy objects only in positions approved in writing by the Landlord and/or the Mall Manager, as the case may be.

9.19.2 The Landlord may consult and obtain the advice of an engineer or other person in relation to the loading proposed by the Tenant if such proposed loading shall be in excess of the weight notified by the Landlord, and the Tenant shall repay to the Landlord on demand the fees of such engineer or other person.

9.19.3 Not without the written approval of the Landlord to suspend anything from the ceiling of the Demised Premises.

### 9.20 Tenant’s Signage

9.20.1 Not to affix, paint or otherwise exhibit on the Demised Premises or any part thereof or the outer walls thereof or any part of the Mall any signboard, name-plate, placard, advertisement, poster or thing whatsoever whether permanent or temporary, save that the Tenant shall be entitled at his own costs and expenses to have the Tenant’s Trade Name displayed at such location and in such form character and dimension as previously approved in writing by the Landlord and if applicable, also by the Mall Manager.

9.20.2 Not to place or display on the exterior of the Demised Premises or on the windows or inside the Demised Premises so as to be visible from outside the Demised Premises any name writing, notice, signboard, placard, poster, sticker or advertisement other than:-

(a) normal price tickets attached and relating to goods sold in the display area inside the Demised Premises (but not on the window glass); and

(b) trade placards, posters or advertisements of a temporary and not excessive nature and necessary or usual for the Permitted Use provided that not more than 25% of the surface area of the shop window of the Demised Premises shall be obscured by such placards, posters or advertisements.

### 9.21 Removal Of Display

Immediately upon notice by the Landlord and/or the Mall Manager, as the case may be, to remove or alter any window or other display or merchandise or any signboard, name-plate, placard, advertisement, poster or thing whatsoever which in the reasonable opinion of the Landlord and/or the Mall Manager, whose reasonable opinion shall be binding and conclusive, will impair the name, reputation or standing of the Mall and/or which may infringe or violate the laws, by-laws, orders, directives, rules, regulations, notices and requirements currently and/or hereinafter enforced by the Appropriate Authority, whether or not having the force of law, or the trademarks, copyrights, patents or any intellectual proprietary rights of any third party(ies) and to make good any damage or disfigurement thereby caused at the Tenant’s own costs and expenses failing which the Landlord and/or the Mall Manager shall be entitled but not obliged without further notice to the Tenant to enter the Demised Premises and/or to remove any such display, signboard, name-plate, placard, advertisement, notice, poster or thing whatsoever whereupon the costs and expenses incurred shall be a debt due from the Tenant to the Landlord and/or the Mall Manager and shall be forthwith recoverable as such.

### 9.22 Compliance With Statutory Provisions And Directives

At all times to observe and comply with and cause all the Tenant’s Authorised Persons to observe and comply with all by-laws, laws, orders, directives, rules, regulations, notices and requirements currently and/or hereinafter enforced by the Appropriate Authority, whether or not having the force of law, affecting the Demised Premises, the Permitted Use or the health, safety and welfare of persons employed to work in the Demised Premises. The Tenant shall also forthwith deliver to the Landlord a copy of any and every notice served on the Tenant by the Appropriate Authority pursuant to this **Clause 9.22.** A breach of any or more of the aforesaid shall be a breach of condition of this Agreement.

### 9.23 Compliance With Rules and Regulations Of The Landlord

At all times to observe and conform and to cause all the Tenant’s Authorised Persons to observe and conform with all rules, regulations, restrictions and instructions as imposed or may be imposed from time to time by the Landlord and/or the Mall Manager at their absolute discretion for the proper management and running of the Mall and the Land and/or governing the use enjoyment and care of the Mall Common Area, the Demised Premises and/or all the other individual premises in the Mall and other parts of the Land and/or the conduct of the Tenant and/or the other tenants, occupiers or owners of the Mall and other parts of the Land and/or others by a general notice or otherwise. These rules, regulations, restrictions and instructions may be varied from time to time at the absolute discretion of the Landlord and/or the Mall Manager, as the case may be, and a breach of any one or more of the provisions of such rules, regulations, restrictions and instructions shall be a breach of condition of this Agreement.

### 9.24 Licences And Approvals For Business

9.24.1 To apply for, obtain and maintain at the Tenant’s own costs and expenses and to submit to the Landlord copies of all licences, permits, approvals, registration and other consents required by the Appropriate Authority for the carrying on or conduct of the Permitted Use in the Demised Premises.

9.24.2 The Landlord does not warrant or undertake to the Tenant that the Tenant shall be able to use the Demised Premises for the purpose intended or contemplated by the Tenant and the failure of the Tenant to obtain permission from the Appropriate Authority, if required, for such use of the Demised Premises as is intended or contemplated by the Tenant shall not be a ground to vitiate, impair or frustrate the Tenancy herein or the obligations on part of the Tenant herein contained.

### 9.25 Statements on Gross Sales

- Deleted -.

### 9.26 Participation In Promotions

 - Deleted-.

9.27 **Attendance Of Courses**

###  - Deleted-.

9.28 **Security Of Demised Premises and Fire Alarms**

9.28.1 The Tenant shall be solely responsible to ensure the security of the Demised Premises at all times including but not limited to the Fit Out and Stock Up Period. The Landlord shall not be responsible or liable for any loss, damage or theft to any of the Tenant's fixtures and fittings, goods, merchandise and property.

9.28.2 To permit the Mall Manager and agents of the Landlord to enter the Demised Premises upon reasonable notice during the Business Hours accompanied by an employee of the Tenant for the purpose of servicing and maintaining the intruder and fire alarm systems in the Shopping Mall provided that the Landlord shall cause as little disturbance as possible and shall make good any damage to the Demised Premises or to any furniture, fittings, stock or equipment in the Demised Premises caused by such entry.

9.28.3 To permit the Mall Manager and agents of the Landlord to have such access to the Demised Premises as may be required in the event of an intruder alarm call.

9.28.4 To maintain, repair and when necessary renew the intruder and fire alarms and ancillary equipment installed in the Demised Premises.

9.28.5 Not to install or maintain in the Demised Premises any equipment or apparatus which:-

(a) is intended to be an extension of the intruder alarm or fire alarm systems and to be connected to either such system other than such apparatus or equipment as is compatible with the equipment of such systems and that has been approved by the Landlord; or

(b) which may affect the performance of the intruder alarm or fire alarm systems.

9.28.6 Not to make any connection to such systems without the prior written approval of the Landlord.

### 9.29 Prohibited Use

Not to use or cause or permit to be used in the Demised Premises or any part thereof for any illegal, unlawful, immoral purposes or for any other purpose which in the Landlord’s and/or the Mall Manager’s reasonable discretion may adversely affect the interest or image of the Landlord and/or the Mall Manager and/or the reputation of the Mall as a quality shopping mall and not to do or permit to be done any act or thing which may be or become a nuisance, annoyance, injury, disturbance, inconvenience or in any way interfere with the quiet occupation and comfort of the Landlord, the Mall Manager and/or any of the other tenants, occupiers or owners of the Mall and other parts of the Land (whose decision shall be binding and conclusive), including but without limitation to the following trades or businesses:-

a) any trade or business which involves gambling in any form;

b) a place for public or private auction;

c) as a warehouse, laboratory or workshop;

d) any massage parlour;

e) a place for funeral or religious services of any nature whatsoever or any trade or business relating to funeral or religious matter;

f) any trade or business which involves unlawful or illicit drugs or any other drugs without the relevant licence therefor;

g) any trade or business which emit, accumulate and disseminate any unpleasant odour or which accumulate dirt or cause nuisance to the general public and the neighbouring tenants or occupiers;

h) any trade or business dealing with substances and chemicals of an explosive and dangerous character and their by‑products; and/or

i) -Deleted-

9.29A The Tenant hereby agrees to the Landlord that in the event that the Tenant causes any damages to the Landlord arising from infringement of any intellectual property rights by the Tenant and/or the Sub-Tenants, the Tenant agrees to indemnify the Landlord for such losses and damages.

### 9.30 Contagious Disease Or Illness

To forthwith notify the Appropriate Authority and the Landlord when the Tenant becomes aware that any person (whether the Tenant if he is a natural person, or any of the Tenant’s Authorised Persons or any others) being infected with any ailment, sickness or disease which is contagious had been upon the Demised Premises and if so required by the Landlord and/or the Mall Manager forthwith to have the Demised Premises fumigated at the costs and expenses of the Tenant.

### 9.31 Pests

To keep the Demised Premises free of rodents, insects and pests and in breach whereof it shall be lawful but not obligatory for the Landlord and/or the Mall Manager to engage such firm of pest exterminators to carry out periodic inspections of the Demised Premises and take such steps and precautions as may be necessary to rid the Demised Premises of such rodents, insects and pests at the costs and expenses of the Tenant.

### 9.32 Animals

To ensure that no pets and/or animals shall be kept and/or brought into the Demised Premises, the Mall and/or the Land.

### 9.33 Food/Cooking

Not to permit any cooking of food in the Demised Premises except for the making of hot drinks and where the Tenant is in the trade or business of preparing, cooking and/or providing food.

### 9.34 Sleeping In Demised Premises

Not to use or permit the Demised Premises or any part thereof to be used as a place of accommodation or for residential purposes and in particular not to permit or suffer anyone to sleep in the Demised Premises.

### 9.35 Dangerous Materials

Not to store or bring, burn or put up upon the Demised Premises or any part of the Mall incense, joss sticks, alter, oil lamps, weapons, arms ammunition or unlawful goods, gun powder, saltpetre, kerosene and/or any other explosive or combustible substances whatsoever including any items which are banned in Malaysia.

### 9.36 Interference with Equipment

Not to interfere with or attempt to control any part of the fire alarm systems, sprinkler systems, any escalator, any air-conditioning equipment or any other machinery or equipment of the Landlord and/or the Mall Manager installed in the Demised Premises, the Mall and/or the Land.

### 9.37 Tenant’s Insurance

To insure and keep insured in the name of the Tenant at all times (including during the Fit Out and Stock Up Period, if any) the Tenant’s Goods and any other properties, merchandise, furniture, fittings, fixtures, or equipment whatsoever situated in or upon the Demised Premises, including the taking out of an adequate public liability of not less than the sum as stipulated in **Section 17 of the First Schedule**, fire and theft insurance policies at the Tenant’s own costs and expenses. The Tenant shall upon request submit copies certified as true by the relevant insurance company(ies) of the aforesaid insurance policies and receipts for payment of the premiums to the Landlord and shall keep the Landlord notified in the event of any cancellation or modification of any of the said insurance policies or the terms thereof Provided Always where it be deemed necessary at the Landlord’s absolute discretion, the Landlord may require the Tenant to increase the scope and amount of such insurance coverage.

### 9.38 Acts Affecting Insurance Policies

Not to do, permit or suffer to be done anything whereby any policy(ies) of insurance on the Demised Premises or on the Mall and/or on the Land against damage by fire or any other risks may become void or voidable or whereby the premium thereon may be increased and to make good all damages as may be suffered by the Landlord and/or the Mall Manager whether paid by the Landlord and/or the Mall Manager by way of increased premium or otherwise and all costs and expenses incurred by the Landlord and/or the Mall Manager in or about any renewal of such policy(ies) of insurance rendered necessary by a breach or non-observance of this **Clause 9.38** without prejudice to such other rights and remedies of the Landlord and/or the Mall Manager against the Tenant.

### 9.39 Sub-Letting

The Tenant is permitted to Sub-let or otherwise part with the actual or legal possession or use of the Demised Premises or any part thereof or assign, transfer or otherwise deal with the Tenancy herein in any manner or guise whatsoever to or in favour of any other party.

The Tenant hereby shall agree and undertake to ensure all reasonable steps that such Sub-let or otherwise part with the actual or legal possession or use of the Demised Premises or any part thereof or assign, transfer or otherwise deal with the Tenancy will comply with the Mall’s regulations, in-house rules, Appropriate Authorities requirements, compliance with the relevant laws and compliance with sub-clause 9.29 herein.

The Tenant shall cause such Sub Tenants to furnish to the Landlord a performance guarantee to comply with the covenants of the Tenant and the House Rules (with suitable agreed amendments) as set out in this Agreement.

**9.40** Mail Box

To maintain throughout the term of the Tenancy herein ninety (90) mail boxes at the Mall, as allocated by the Landlord and/or the Mall Manager to the Tenant and to keep the mail box in a neat, clean and good condition and repair at the Tenant’s own costs and expenses and comply with all rules and regulations governing the use of the same as imposed or may be imposed from time to time by the Landlord and/or the Mall Manager at their absolute discretion. Upon the expiration or the earlier determination of the Tenancy herein, the Tenant shall yield up possession of the mail box complete with its locks and keys to the Landlord and in its original state and in clean and good condition and repair failing which the Landlord and/or the Mall Manager shall be entitled to break open the mail box and replace its locks and keys and/or repair the mail box and all costs and expenses thereof shall be borne by the Tenant and payable to the Landlord and/or the Mall Manager forthwith upon demand. In any event, the Tenant hereby acknowledges that the Landlord and the Mall Manager shall not be in any way responsible for any loss or damage of the contents therein.

### 9.41 Parking

To park any vehicle belonging to or under the Tenant’s control at the owner’s own risk only in the parking areas as may be set aside at the absolute discretion of the Landlord from time to time for parking of vehicles by the Tenant in common with the Landlord, and all others to whom the Landlord have granted or may hereafter grant the licence to use the same and not to create or cause any obstruction or impediment to or prevent easy and convenient access to and exit from the Demised Premises, the Land and/or the Mall.

### 9.42 Soliciting In Common Or Parking Area

Not under any guise or pretext whatsoever to conduct or solicit for or permit any person to conduct or solicit for the Tenant’s business or distribute or display or cause to be distributed or displayed any pamphlets or other advertising materials whatsoever on any part of the common areas or parking areas of the Mall or the Land without the prior written consent of the Landlord and/or the Mall Manager in their absolute discretion.

### 9.43 Political Activities

### Not to use or cause to be used or occupied in any manner whatsoever the Mall or any part thereof for any political activities, meeting, action, picketing or campaign groups for any reason whatsoever.

### 9.44 Renovation And Development To Land/ Mall

To permit the Landlord and/or the Mall Manager or their duly authorised servants, agents and workmen to enter upon the Demised Premises upon giving prior reasonable notice to carry out any renovation or other works to the walls, ceilings, floors and the windows of the Demised Premises for the overall plan of any further development or otherwise as may be undertaken on the Land or in or to the Mall provided always that such activities shall not affect the daily business of the Tenant or their Sub Tenants.

### 9.45 Inspection By Prospective Tenants Prior To Determination

At any time during six (6) months immediately preceding the expiration or the earlier determination of the Fixed Term or the Renewal Term as the case may be, to permit intending and prospective tenants or others with written authority from the Landlord upon giving prior reasonable notice at reasonable times of the day to enter and view the Demised Premises.

### 9.46 Restoration

By the expiration or the earlier determination of the Tenancy herein and at the Tenant’s own costs and expenses, unless otherwise required by the Landlord in writing to the Tenant, to restore the Demised Premises and all items equipment, fixtures, and fittings therein belonging to the Landlord to its original state and condition (fair wear and tear excepted) and in clean, good and tenantable repair and condition (fair wear and tear excepted) to remove any signboard, name-plate, placard, advertisement, notice, poster or thing whatsoever erected, painted, displayed, affixed or exhibited at upon to or within the Demised Premises or otherwise by the Tenant and to remove from the Demised Premises the Tenant’s Goods and all other items, equipment, fixtures and fittings of any description (save for those belonging to the Landlord). Such restoration and works shall be carried out on or before the expiration or the earlier determination of the Tenancy herein failing which the Landlord shall be at liberty to carry out such restoration and works and the costs and expenses thereof shall be borne by the Tenant and payable to the Landlord forthwith upon demand and the same shall not limit or prejudice in any way the other rights, powers and remedies conferred upon or accruing to the Landlord, including without limitation to **Clauses 12.6 and 12.7.**

### 9.47 Yield Up

At the expiration or the earlier determination of the Tenancy herein, to peaceably and quietly yield up the Demised Premises together with all the Landlord’s Provisions, if any, and fixtures, fittings, fastenings matters and things thereto with all locks and keys complete to the Landlord in its original state and condition (fair wear and tear excepted) and in clean, good and tenantable repair and condition (fair wear and tear excepted) in accordance with the terms, conditions and covenants herein, including but without limitation to **Clause 9.46**.

### 9.48 Restriction On Endorsement Of Tenancy

### The Tenant hereby covenants not to endorse the Tenancy herein on the titles to the Land under the provisions of the National Land Code, 1965.

9.49 **Confidentiality**

The Tenant shall at all times keep in the strictest of confidence, not disclose or permit to be disclosed and ensure that the Tenant’s employees, staff, agent or any other authorised personnel of the Tenant shall at all times be bound by such confidentiality and not disclose or permit to be disclosed to any third party (excluding the Tenant’s solicitors and the Tenant’s related or associated companies) all the terms and conditions of this Agreement as well as all correspondence, communication and/or discussion, verbal or otherwise, made prior to, during or after the Fixed Term and/or Renewal Term, if any, between the Landlord and the Tenant in connection with the Tenancy herein save and except with the written consent of the Landlord, which consent shall be given or withheld by the Landlord at the Landlord’s absolute discretion.

### 9.50 Special Covenants

The Landlord and the Tenant undertake to comply with the Special Conditions and Covenants set out in the **Second Schedule**.

10. **COVENANTS BY THE LANDLORD**

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

10.1 **Quiet Enjoyment**

The Landlord shall allow the Tenant to quietly enjoy the Demised Premises during the Term hereby created without any interruption by the Landlord provided that the Tenant punctually pays the Monthly Rental hereby reserved and all other charges as may be levied and monies covenanted to be paid herein and observes and performs all the covenants, undertakings, obligations, restrictions, terms, conditions, agreements and stipulations on the part of the Tenant to be observed and performed as herein provided.

10.2 **Insurance**

Subject always to the observance and performance by the Tenant of his covenant under **Clauses 9.37 and 9.38**, the Landlord shall during the term of the Tenancy herein take out adequate public liability insurance (of no less than twenty million (RM20,000,000.00) for the Mall and in particular the Demised Premises (excluding the Tenant’s Goods and any other properties, merchandise, furniture, equipment, fittings or fixtures whatsoever situated in or upon the Demised Premises) sufficiently insured against damage by fire, and/or such other risks as the Landlord shall at its absolute discretion think necessary.

10.3 **Outgoings**

During the term of the Tenancy herein, the Landlord and/or the Mall Manager will subject always to the observance and performance by the Tenant of his covenants under **Clauses 9.3 and 9.4** pay and discharge all quit rents, assessments or other outgoings imposed on and payable in respect of the Demised Premises.

10.4 **Upkeep of Mall Common Area and Provision of Services**

In consideration of the payment of the Monthly Services Charges and the performance and observance of the other covenants and agreements on the part of the Tenant under or pursuant to this Agreement and subject always to **Clause 27**, the Landlord shall or as the case may be, shallensure that the Mall Manager shall:-

a) provide such lifts, escalators and air-conditioning services to the Mall Common Area at least from one (1) hour before and after of the Business Hours for use by the Tenant in common with all others to whom the Landlord and/or the Mall Manager, as the case may be, may allow to use the same;

b) supply water and/or electricity for use in the Mall Common Area at least from one (1) hour before and after of the Business Hours and keep the same clean for use by the Tenant in common with all others to whom the Landlord and/or the Mall Manager, as the case may be, may allow to use the same subject further to **Clause 21**;

c) maintain, upkeep, replace and repair whenever necessary the roof, main structures, floors, external walls, main drains, pipes, wiring, cables and all other parts of the Mall Common Area, as the case may be, and the main air-conditioning plant in good and proper repair and condition at such times and in such manner as the Landlord and/or the Mall Manager, as the case may be, shall in their absolute discretion consider necessary; and

1. employ such agents and/or personnel, including security personnel, as the Landlord and/or the Mall Manager, as the case may be, shall in their absolute discretion consider necessary in and about the provision of the services and management of the Mall.

10.5 The Landlord covenants to keep the Mall Common Area free of rodents, insects and pests and to engage such firm of pest exterminators to carry out periodic inspections of the Mall Common Area and take such steps and precautions as may be necessary to rid the Mall Common Area of such rodents, insects and pests at the costs and expenses of the Landlord.

10.6 In the event that the Landlord shall declare the Mall to be closed due to the fault, negligence or omission of the Landlord, the Landlord shall compensate the Tenant for each individual unit retail premises at the sum of RM300.00 per day or RM25.00 per hour, for all the ninety (90) individual units in the Demised Premises.

10.7 The Landlord shall indemnify and keep the Tenant fully indemnified against any claims, demands, actions, proceedings, prosecutions, loss, damages, fines, penalties, costs and expenses whatsoever (including the solicitors fees of the Tenant on a solicitor and client basis) which may be made, instituted or imposed by the Appropriate Authority or any other persons against or suffered or incurred by the Tenant howsoever arising out of or resulting from a breach negligence, omission and fault of the Landlord.

11. **OPTION FOR RENEWAL (IF ANY)**

11.1 Subject to the receipt of a written request from the Tenant made not less than three (3) months before the expiration of the current Term of the Tenancy herein and provided that there shall not at the time of such request up until the end of the current Term be any existing breach or non-observance or non-performance by the Tenant of any of the covenants, undertakings, obligations, restrictions, terms, conditions, agreements and stipulations herein contained, the Landlord hereby agrees to renew the Tenancy herein for the then immediate Renewal Term as stated in **Section 14 of the First Schedule** on the same terms and conditions as this Agreement, save and except for the monthly rental for the Renewal Term which shall be the revised rate stipulated in Section 14 of the First Schedule.

11.2 -Deleted-

12. **TENANT'S DEFAULT**

12.1 **Tenant’s Default**

It is hereby agreed between the parties hereto that if the Tenant:-

a) shall fail, refuse or neglect to pay the Monthly Rental and/or any other monies to be paid pursuant to this Agreement or otherwise or any part thereof within fourteen (14) days from the respective due dates thereof for any reason whatsoever whether formally or legally demanded or not;

b) shall be in breach of any one or more of the covenants, undertakings, terms, conditions, obligations, restrictions, agreements and stipulations on the part of the Tenant to be observed and performed herein or threaten to commit or cause or permit such a breach;

c) -Deleted-

d) shall, if the Tenant being a corporation, have an application or order made, resolution passed, petition presented or steps taken for liquidation, winding up or dissolution of the Tenant otherwise than for the purpose of reconstruction or amalgamation;

e) shall have a receiver, receiver and manager, trustee, judicial manager or similar official appointed over the whole or any part of the Tenant’s undertakings or assets;

f) shall make any arrangement for the benefit of or enter into any arrangement, composition or compromise with the Tenant’s creditors or any class of them;

g) -Deleted-;

h) -Deleted-;

i) shall cease to carry on the Tenant’s business;

j) -Deleted-

k) -Deleted-

then upon the occurrence of any one or more of the abovementioned Event of Default it shall be lawful for the Landlord at any time thereafter to do any or all of the following without being responsible or liable for any losses, damage costs or expenses caused to the Tenant as a consequence of such action:-

i) serve a forfeiture notice upon the Tenant pursuant to Section 235 of the National Land Code 1965, and it is hereby mutually agreed and deemed that a reasonable time in which to remedy the Event of Default and to be stipulated in any forfeiture notice shall be thirty (30) days (if such Event of Default is capable to be remedied);

ii) determine the Tenancy herein and re-enter the Demised Premises or any part thereof with a valid Order from the Court;

iii) -Deleted-

iv) restrict the use and enjoyment of any facilities and amenities at the Demised Premises and/or the Mall and/or the Land by the Tenant or any of the Tenant’s Authorised Persons, only in the event that there are sums due and owing from the Tenant to the Landlord;

v) prevent the Tenant from removing any of the Tenant’s Goods and/or any and all other items of any description (including personal property of every description) from the Demised Premises until all sums covenanted to be paid by the Tenant herein shall have been fully settled by the Tenant;

vi) withhold all such Deposits as may have been paid by the Tenant herein toward securing full settlement by the Tenant and/or recovery by the Landlord of and/or set-off the same against all monies covenanted to be paid by the Tenant herein and without prejudice to such other rights, powers and remedies which the Landlord may have against the Tenant arising out of such Event of Default; and/or

vii) take any other action the Landlord deems fit in respect of such Event of Default, including any claims or right of action for the early determination of the term of the Tenancy herein, to recover all monies due and owing to the Landlord, take distress proceedings, recover possession of the Demised Premises and/or enforce compliance on the part of the Tenant of his covenants, undertakings, terms, conditions, obligations, restrictions, agreements and stipulations herein, and the costs and expenses of all such actions taken shall be borne by the Tenant including the Landlord’s legal fees on a solicitor-client basis.

### 12.2 Late Payment Interest

In addition to and without limiting or prejudicing other rights, powers and remedies conferred upon or accruing to the Landlord, if the Tenant shall for any reasons whatsoever default in the payment on the respective due date of any sum covenanted to be paid by the Tenant herein, the Tenant shall pay to the Landlord and/or the Mall Manager interest charged on such sum at the Landlord’s borrowing costs per annum on a daily basis as from the due date to the date of actual payment thereof together with the late payment interest accruing thereon as aforesaid

12.3 **Liability For Not Opening or Closing During Business Hours**

The Tenant shall be liable to pay to the Landlord agreed liquidated damages calculated in the manner and at the rate as stipulated in **Section 15(a) of the First Schedule.**

12.4 **Abandonment**

The Tenant hereby acknowledges and agrees that if fifty percent (50%) of the Sub Tenants successfully tenanted by the Tenant, shall for any reason whatsoever vacate or abandon the Demised Premises before the expiration of the Fixed Term and/or the Renewal Term, as the case may be, which vacation or abandonment shall be deemed to include but not limited to the Tenant’s failure to open for business on the Tenancy Commencement Date or for a continuous period of seven (7) days without the prior written consent of the Landlord, the Landlord shall be entitled to treat such vacation or abandonment as the Tenant’s termination of the Tenancy SUBJECT always that there is also a default in the payment of the Rent due.

12.5 **Unilateral Termination by Tenant**

In the event the Tenant terminates or attempts to terminate the Tenancy herein at any time after the execution of this Agreement but before the expiration of the Fixed Term and/or the Renewal Term, as the case may be, whether or not the Tenancy herein shall have commenced, then and in such an event, the Tenant shall forthwith pay to the Landlord a sum equal to Six (6) Monthly Rental as full and final payment of agreed liquidated damages, and the Landlord shall not be entitled to claim against the Tenant for any further damages, compensation or other remedies.

### 12.6 Failure To Yield Up and To Restore on Time

12.6.1 Without prejudice to any other rights and remedies which the Landlord may have against the Tenant, if the Tenant upon the expiration or the earlier determination of the Tenancy herein fails, neglects and/or refuses to restore and/or yield up vacant possession of the Demised Premises in accordance with the provisions of this Agreement, the Tenant shall be liable to pay to the Landlord a sum equivalent to double the amount of the Monthly Rental, pursuant to Section 28(4)(a) of the Civil Law Act, 1956.

12.6.2 -Deleted-

### 12.7 Tenant’s Property

If upon the expiration or the earlier determination of the Tenancy herein, the Tenant shall fail, refuse or neglect to remove from the Demised Premises any of the Tenant’s Goods and/or any and all other goods and items of any description (including personal property of every description) (save for those items equipment, fixtures and fittings belonging to the Landlord) forthwith or if the Tenant shall abandon and be deemed to have abandoned the Demised Premises and terminated this Agreement unilaterally, the Landlord shall be entitled at the sole costs and expenses of the Tenant to remove the Tenant’s Goods and such other goods and/or items forthwith from the Demised Premises and shall not be liable howsoever to the Tenant for any damage or losses whatsoever arising therefrom.

The Tenant shall indemnify the Landlord against any liability incurred by it to any third party whose property shall have been disposed of or sold by the Landlord in the bona fide mistaken belief (which shall be presumed unless the contrary be proved) that such property belonged to the Tenant and was liable to be dealt with as such pursuant to this clause.

13. CUMULATIVE REMEDIES

The rights, powers and remedies herein conferred upon the Landlord and Tenant are cumulative and are not exclusive of any other rights, powers or remedies provided by law or in equity.

14. **THE SMART CARD SCHEME**

14.1 - Deleted -.

14.2 - Deleted-:

 14.2.1 - Deleted-;

 14.2.2 - Deleted-;

 14.2.3 - Deleted-;

14.2.4 - Deleted-.

14.3 - Deleted-.

14.4 - Deleted-.

15. **DAMAGE TO DEMISED PREMISES**

15.1 In case the Demised Premises or any part(s) thereof shall at any time during the term of the Tenancy herein be destroyed or damaged by any Force Majeure Event so as to become unfit for occupation and use, the Landlord shall not be bound or compelled to rebuild or reinstate the same

15.2 In the event of the Landlord deciding to rebuild or reinstate the same, the Tenant shall be given the option to decide whether to continue with the Tenancy hereby created. If the Tenant shall decide to continue with the Tenancy, the Monthly Rental hereby reserved or a fair proportion thereof according to the nature and extent of the destruction or damage sustained shall be suspended and shall cease to be payable from the date of the happening of such Force Majeure Event until the Demised Premises shall again be rendered fit for occupation and use by the Appropriate Authorities.

15.3 In the event of the Landlord deciding not to rebuild or reinstate the Demised Premises, then the Tenancy herein shall determine and the Tenant shall forthwith peaceably surrender and yield up vacant possession of the Demised Premises to the Landlord and Clauses and Sections herein with respect to the refund(s) of any sum(s) held by the Landlord to the Tenant upon the lawful termination of the Tenancy shall be applicable and thereafter neither party shall have any claims or actions whatsoever against the other save for any antecedent breaches.

16. **CHANGES TO LAYOUT, PLANS, ETC**

The Tenant hereby recognises and agrees that the Landlord and/or the Mall Manager, as the case may be, reserve the full right and liberty from time to time to extend, alter, vary or reduce the Mall and/or the boundaries, lay-out, interior and/or exterior of the Mall and/or the positioning of parcels and/or trades/business carried on within the Mall (including the Demised Premises) and/or the Land and/or the overall development of the Integrated Development Project as shall be required by any Appropriate Authority or as the Landlord and/or the Mall Manager shall in their absolute discretion think fit and such extension, alteration, variation or reduction shall not annul this Agreement nor shall it be made the subject of any claims whatsoever by the Tenant save where such extension, alteration, variation and/or reduction results in a change in the area of the Demised Premises whereupon the provisions of **Clause 7.2** shall apply mutatis mutandis. Provided always the Landlord shall consult the Tenant on the changes in layout and plans, within a reasonable time prior to taking any further action.

17. **CHANGE OF NAME OF MALL**

The Landlord and/or the Mall Manager, as the case may be, shall have the absolute right to vary, amend and/or modify the name of the Mall by giving prior notice to the Tenant and the Tenant shall agree to and accept the name so varied, amended and/or modified without any objection whatsoever Provided always that the Tenant shall also have the absolute rights to vary, amend and/ or modify their Trade Name accordingly and all costs and expenses of the Tenant and their Sub Tenants in relation to this exercise shall be borne by the Landlord.

18. **RE-LOCATION OF DEMISED PREMISES**

18.1 - Deleted-.

18.2 - Deleted-.

18.3 - Deleted-.

18.4 - Deleted-.

19. **CHANGES IN THE CONSTITUTION OF PARTIES**

The Tenant and the Landlord agree and covenant to give at least three (3) months’ prior written notification to each other of any proposed change in the existing shareholders, shareholding structure and/or directorship.

20. **GUARANTEE AND INDEMNITY**

 - Deleted-.

21. **COMMON AREA AND PROPERTY**

21.1 Any income derived from the Common Property (outside the common boundaries of the Demised Premises) shall belong or be due to the Landlord and/or the Mall Manager as the case may be, exclusively and the Landlord and/or the Mall Manager, as the case may be, shall be entitled to levy whatever charges or fees as the Landlord and/or the Mall Manager, as the case may be, shall in their absolute discretion deem fit with respect to the usage by the Tenant and any of the Tenant’s Authorised Persons of the public toilets and any other parts of the Mall Common Area.

21.2 Notwithstanding anything to the contrary herein this Agreement contained, the Tenant hereby expressly acknowledges and agrees that the Landlord and/or the Mall Manager, as the case may be, shall have the absolute right at all or any times without notice to or concurrence of the Tenant to use or permit any other persons, firms, companies or organizations to use any part(s) of the Common Property (including the Mall Common Area) and/or to erect and remove any booths, kiosks or other structures whatsoever thereon for the purposes of carrying on any trade or business or holding any exhibition, display of merchandise, parades, demonstrations or other functions whatsoever for such consideration and upon such terms and conditions as the Landlord and/or the Mall Manager, as the case may be, shall in their absolute discretion deem fit. Any permission given to the Tenant to use any part(s) of the Mall Common Area and/or the other areas of the Common Property shall not form part of this Agreement and shall be subject of a separate arrangement between the Landlord and/or the Mall Manager, as the case may be, and the Tenant.

21.3 Notwithstanding anything to the contrary herein this Agreement contained, the Tenant further expressly acknowledges and agrees that the Landlord and/or the Mall Manager, as the case may be, shall also have the absolute right to restrict access, use and enjoyment of such part of the Common Property as the Landlord and/or the Mall Manager shall in their absolute discretion deem fit.

22. **PARKING**

22.1 The parking areas serving the Mall, if any, shall at all times be and remain the property of and in the possession of the Landlord and any income derived therefrom shall be due to the Landlord exclusively.

22.2 The parking of vehicles in the parking areas serving the Mall, if any, shall be the subject of a separate arrangement or licence, if any, between the Landlord and the Tenant subject always to availability of parking space and/or facilities as may be set aside at the absolute discretion of the Landlord from time to time for parking of vehicles by the Tenant in common with the Landlord and all others to whom the Landlord has granted or may hereafter grant the licence to use the same and shall not be deemed as forming part of the Tenancy herein. The Landlord shall be entitled to levy whatever charges or fees as the Landlord shall in its absolute discretion deem fit with respect to the usage by the Tenant and any of the Tenant’s Authorised Persons of the said parking areas of the Mall.

23. **NO REPRESENTATION AND MONOPOLY** **ETC.**

23.1 The Tenant expressly acknowledges that no representation, warranty, covenant or undertaking has been given by or on behalf of the Landlord in respect of the suitability of the Demised Premises for any business to be carried on therein by the Tenant or as to the fittings, fixtures, facilities and amenities of the Demised Premises and/or the Mall and/or the Land or as to any other businesses to be carried on in the Mall and/or the Land.

23.2 Nothing herein contained shall be construed as implying that the Tenant shall have or may expect a monopoly in its class of business in the Mall and/or the Land or any part thereof or any restriction in the number of tenants or other persons carrying on the same class of business as that of the Tenant in the Mall and/or the Land or any part thereof.

23.3 Nothing herein contained shall be further construed as conferring on the Tenant any right to enforce any covenant or agreement relating to any other premises or portions of the Mall and/or the Land demised by the Landlord, the Mall Manager or by other tenants or occupiers or limit or affect the right of the Landlord and/or the Mall Manager to deal with any of such other premises or portions and impose or vary such terms and conditions in respect thereof in any manner as the Landlord and/or the Mall Manager, as the case may be, shall in their absolute discretion think fit.

24. **TIME**

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

25. **COSTS AND EXPENSES**

25.1 All stamp duties of this Agreement shall be paid by the Tenant upon execution of this Agreement.

25.2 Each parties shall bear its own legal cost (on a solicitor and client basis), disbursements and other expenses incurred in preparation of this Agreement (including any instruments connected to the Agreement).

26. **COMPLIANCE WITH LAW**

26.1 Any consent or approval given by the Landlord for the doing or executing of any act, matter or thing on the part of the Tenant pursuant to the terms of this Agreement or otherwise shall not be construed in any way whatsoever as acquiescence or the giving of consent by the Landlord to the Tenant for doing or executing anything which is in breach of any by-laws, laws, orders, directives, rules, regulations, notices and requirements currently and/or hereinafter enforced by the Appropriate Authority, whether or not having the force of law, and/or the rights of the Mall Manager and any third parties.

26.2 The Parties hereby acknowledges and agrees that it shall remain their respective responsibility solely to adhere at all times to all relevant by-laws, laws, orders, directives, rules, regulations, notices and requirements currently and/or hereinafter enforced by the Appropriate Authority, whether or not having the force of law, and to obtain at the Parties’ own costs and expenses all relevant approvals, licences, permission and consents from the Appropriate Authority and to ensure no breach on their part and any third parties’ rights prior to the doing or executing of such act, matter or thing the Parties herein shall keep each other fully indemnified of the damages suffered by the other Party arising from any breach stipulated in this clause.

27. **EXCLUSION OF LANDLORD'S LIABILITY**

With respect to Demised Premises: The Landlord and/or the Mall Manager shall not in any way be liable howsoever to the Tenant or to any of the Tenant’s Authorised Persons or to others who may be permitted to enter or use the Demised Premises (including during the Fit Out and Stock Up Period, if any) for any happenings, accidents, death or injuries howsoever sustained by any of the aforesaid persons or any other persons or for any loss or damage howsoever caused (including break-in) to any properties, merchandise, furniture, fittings, fixtures or equipment whatsoever in the Demised Premises in respect of any one or more of the following occurrences in the absence of any fault negligence or omission of the Landlord:-

(a) -Deleted-

(b) -Deleted-

(c) -Deleted-

(d) arising out of any renovation or other works to the structure of the Demised Premises or to any adjacent or neighbouring premises or to any part of the Mall or the Land for the overall plan of any further development or otherwise as may be undertaken to the Mall and/or the Land.

28. **CHANGES OF LAW**

28.1 -Deleted-

**28.2** -Deleted-

**28.3** -Deleted-

**28.4** -Deleted-

29. **INDEMNITY BY TENANT**

With respect to the Demised Premises, the Tenant shall be wholly responsible to the Landlord and/or the Mall Manager for foreseeable damages suffered by the Landlord and/or the Mall Manager arising from the fault negligence and omission of the Tenant from:

(a) any damage or loss howsoever caused or occasioned to the Landlord and/or the Mall Manager WITHIN the Demised Premises any facilities, amenities, properties, merchandise, furniture, fittings, fixtures or equipment or any injury or death to any person whosoever directly or indirectly through or arising out of any defective or damaged condition within the Demised Premises or of any equipment or effects whatsoever therein;

(b) any damage or loss howsoever caused or occasioned to the Landlord and/or the Mall Manager WITHIN the Demised Premises any facilities, amenities, properties, merchandise, furniture, fittings, fixtures, or equipment 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 any of the Tenant’s Authorised Persons;

(c) -Deleted-

30. **SALE, ASSIGNMENT ETC. BY LANDLORD**

The Tenant hereby acknowledges and agrees that the Landlord shall at its absolute discretion be at liberty to sell, deal, transfer, dispose off, assign and/or novate the Land and/or the Mall and/or all or any of its rights, title, benefits, obligations and/or duties under this Agreement to or in favour of any other party(ies) and in any such event, the Tenant further agrees to do all things necessary including but not limited to executing any document(s), agreement(s) and/or deed(s) to give full effect to such sale, deal, transfer, disposal, assignment and/or novation, as the case may be, if so requested by the Landlord Provided Always that such dealings shall not affect the Tenancy herein save and except where the disposal is in respect of the Mall, in which event the transferee/assignee of the Landlord shall take over all obligations of the Landlord hereunder.

### 31. STATUTORY Tax (if applicable)

The Tenant shall pay, indemnify and keep indemnified on demand the Landlord against any statutory tax, if applicable or tax of a similar nature which may be or become chargeable or imposed by the competent authorities in respect of any payment (whether Monthly Rental, Monthly Service Charges, Promotion Charges, or otherwise) made by the Tenant under or in consequence of this Agreement or any payment made by the Landlord for which the Tenant agrees to reimburse the Landlord under this Agreement, and all consideration for goods and services supplied under or in consequence of this Agreement shall be treated as exclusive of such statutory tax, if applicable or tax of a similar nature.

32. **APPOINTED MALL MANAGER**

The Landlord shall at all times maintain the right at the Landlord’s absolute discretion to delegate all its powers and authorities under this Agreement to the appointed Mall Manager. Until such time as the Landlord may notify otherwise to the Tenant in writing, all and any references to the Landlord in this Agreement shall include the appointed Mall Manager.

33. **SECURITY**

33.1 All security services and employees of the Mall Manager in connection with the Mall shall be under the supervision and control of the Landlord and/or the Mall Manager to whom all complaints with regard to any of such security services or employees shall be made.

33.2 The Tenant hereby acknowledges and accepts that the provision of the security services by the Landlord is not intended to be a warranty or guarantee by the Landlord of security for or within the Demised Premises or the Mall or any part thereof, and accordingly, the Tenant hereby agrees that notwithstanding anything to the contrary, express or implied, in this Agreement or by law, neither the Landlord nor its servants and/or agents shall be liable to the Tenant or its servants, agents, licensees, invitees or any other person(s) for an injury, death, loss or damage whatsoever and howsoever arising in connection with the provision of the security services in, on or about the Demised Premises or the Mall or any part thereof.

33.3 The Tenant shall permit the security guards employed by the Landlord to inspect all the incoming and outgoing goods and property of the Tenant whenever deemed necessary.

34. **ENTIRETY OF AGREEMENT AND AMENDMENT**

34.1 This Agreement together with the Schedules and Appendices hereto constitutes the entire agreement between the parties hereto and supersedes and cancels any prior agreements, negotiations and understandings with respect to the subject matter hereof, whether written or oral.

34.2 No amendment, modification or waiver of any of the provisions of this Agreement nor consent to any departure by the Tenant therefrom shall be effective unless the same shall be in writing and signed or executed by the Landlord and then any such amendment, modification, waiver or consent shall be effective only in the specific instance and for the specific purpose which it was given.

35. **NO WAIVER OR INDULGENCE**

35.1 Knowledge or acquiescence by the parties herein shall not be deemed to operate as a waiver of any rights in respect of any breach of any of the covenants, undertakings, obligations, restrictions, terms, conditions, agreements and stipulations hereunder or of any subsequent or any continuing breach.

35.2 -Deleted-

36. **NOTICE**

36.1 Any notice required or permitted to be served under this Agreement shall be in writing and any such notice to the parties shall be sufficiently served if it is left at or forwarded by registered post to the parties at the addresses herein or the last known address.

36.2 Any notice referred to in **Clause 36.1** shall be deemed to have been received by the addressee:-

(a) if sent by post, two (2) business days after the same shall have been properly posted;

(b) if delivered by hand, on the day of delivery; and

(c) -Deleted-

36.3 For avoidance of doubt, the term “business day” shall mean any day of the week which is not a Saturday, Sunday or public holiday in Kuala Lumpur.

37. **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of Malaysia and the parties shall submit the jurisdiction of the Kuala Lumpur Courts.

38. **SEVERABILITY**

If any provision hereof is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof and the remaining provisions shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance therefrom. In lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as part hereof a provision, as similar in terms to such illegal, invalid or unenforceable provision as may be possible that is legal, valid and enforceable so as to give effect to the intent of the parties hereunder.

39. **SUCCESSORS BOUND**

This Agreement shall inure to the benefit of the respective successors-in-title, transferees and assigns of the Landlord and shall be binding upon the heirs, personal representatives, successors in title of the Tenant.

40. **SPECIAL CONDITIONS**

The **First Schedule** and the **Second Schedule** (if any) shall be taken read and construed as an essential part of this Agreement. In the event of any conflict or inconsistency between the foregoing provisions of this Agreement and the provisions of the **First Schedule** and the **Second Schedule** (if any), then the **First Schedule** and the **Second Schedule** (if any) shall prevail.

 [THIS SPACE IS INTENTIONALLY LEFT BLANK]

**IN WITNESS** whereof the parties hereto have hereunto set their respective hands and seals the day and year first above written.

Signed by )

for and on behalf of the Landlord )

**GLO DAMANSARA SDN. BHD.** )

**(Company No. 977202-A**) )

in the presence of: )

Signed by )

for and on behalf of the Tenant )

**EPROSITY ASSET MANAGEMENT SDN. BHD.** )

**(Company No. 1217877-A)** )

in the presence of: )

FIRST SCHEDULE

(which is to be taken, read and construed as an essential part of this Agreement)

| **Section** | **Item** | **Particulars** |
| --- | --- | --- |
| 1. | Date of this Agreement | The day of  |
| 2. | Particulars of Landlord | **GLO DAMANSARA SDN. BHD. (Company No. 977202-A)**, a company incorporated in Malaysia and having its principal place of business at Level 15, Menara Glomac, Glomac Damansara, Jalan Damansara 60000 Kuala Lumpur. |
| 3. | Particulars of Tenant | **EPROSITY ASSET MANAGEMENT SDN. BHD.** **(Company No. 1217877-A)** **Registered Office:** Block D-7-3A (Level 9)Menara Uncang EmasNo. 85, Jalan Loke Yew55200 Kuala Lumpur**Principal Place of Business:** Unit 3-30, Level 3,No. 699, Jalan Damansara,60000 Kuala Lumpur |
|  |  |  |  |
| 4. | Description of Demised Premises  | Floor Level : 1. Level Ground Lettable Floor Area: 20,094 sq ft.
2. Level 1 (One) Lettable Floor Area : 31,679 sq ft.
3. Level 2 (Two) Lettable Floor Area : 49,408 sq ft.
4. Level 3 (Three) Lettable Floor Area : 50,048 sq ft.

Total Lettable Floor Area: Approximately 151,229 sq ft. (“Lettable Floor Area”) and outlined in red on the proposed floor plan annexed hereto as **Appendix I** which specified the shop lots located at Level Ground, 1, 2 & 3 within the Mall, with a precise list of all the ninety (90) shop lots with individual areas measurements set out in Appendix II.  |
| 5(a). | Fixed Term | **Two (2) years** from the Agreement Date. |
| 5(b). | (i) Tenancy Commencement Date (ii) Handover Date | (i) August 1, 2018. (ii) All parts of the Demised Premises will be handed over to the Tenant on the date of this Agreement, except for Unit No. 1.05 (Level 1), Unit Nos. 2.02 to 2.15, Unit No. 2.21, Unit No. 2.22, Unit Nos. 2.23A to 2.26, Unit Nos. 2.28 to 2.33A (Level 2), Unit Nos. 3.05 to 3.07 and Unit No. 3.30 (Level 3) (collectively “**the Said Units**”), which handover date shall not be later than September 15, 2018. Pending the handover of the Said Units to the Tenant, the Landlord hereby agrees to adjust the Monthly Rental to exclude the Said Units from the calculation of the Monthly Rental on pro rata basis, until actual handover date of the Said Units to the Tenant.  |

|  |  |  |
| --- | --- | --- |
| **Section** | **Item** | **Particulars** |
| 5(c). | Business Commencement Date  | On the Business Day falling on the date of expiry of the 6-month-rent-free-period, where the said rent-free-period of which commences from the date of this Agreement. Notwithstanding provided herein, the Tenant may commence business at any time before or after the Business Commencement Date.  |
| 6. | Monthly Rental | The Initial Term of Tenancy Two (2) years period is:- RM418,260.50 per month at RM2.50 per square feet for Level 1,2 and 3 and RM4.50 per square feet for Level Ground. The Tenant shall pay the Monthly Rental to the Landlord monthly on or before the first (1stth) day of each and every calendar month with effect from the Rent Commencement Date as stated in **Section 7 of this Schedule.** For the Renewal Term, the respective Monthly Rental is set out in Section 14 of this Schedule. |

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| --- | --- | --- |
| **Section** | **Item** | **Particulars** |
| 7. | Rent Commencement Date | Upon expiry of the rent-free-period of six (6) months from the date of this Agreement.  |
| 8. | Monthly Service Charges  | Included in the Monthly Rental. |
| 9. | Monthly Promotion Charges | Included in the Monthly Rental. |
| 10(a).  | Security Deposit | (a) For the Initial Term of Tenancy Two (2) years period:The aggregate sum equivalent to **Three (3)** months of the Monthly Rental as set out below, as a security deposit, amounting to the following sum and, unless paid earlier, tobe paid by the Tenant to the Landlord simultaneously with the execution of this Agreement:- **Ringgit Malaysia One Million Two Hundred and Fifty Four Thousand and Seven Hundred Eighty One and Sen Fifty] (RM 1,254,781.50)** only.(b) 1st Renewal Term of 2 years thereafter (after expiry of the above Initial Term):Tenant shall forthwith pay to the Landlord on demand the top up amount of RM226,843.50.(c) 2nd Renewal Term of 2 years thereafter (after expiry of the above Renewal Term in (b)):Tenant shall forthwith pay to the Landlord on demand the top up amount of RM226,843.50.(d) 3nd Renewal Term of 2 years thereafter (after expiry of the above Term in (c)):Tenant shall forthwith pay to the Landlord on demand the top up amount of RM226,843.50.(e) 4th Renewal Term of 2 years thereafter (after expiry of the above Term in (d)):Tenant shall forthwith pay to the Landlord on demand the top up amount of RM226,843.50. |
| 10(b). | Utilities Deposit | (a) For the Initial Term of Tenancy Two (2) years period:**Ringgit Malaysia One Hundred Thousand (RM100,000.00)** only, unless paid earlier, to be paid by the Tenant to the Landlord as utilities deposit simultaneously with the execution of this Agreement.(b) 1st Renewal Term of 2 years thereafter (after expiry of the above Initial Term):Tenant shall forthwith pay to the Landlord on demand the top up amount of RM118,000.00.(c) 2nd Renewal Term of 2 years thereafter (after expiry of the above Renewal Term in (b)):Tenant shall forthwith pay to the Landlord on demand the top up amount of RM135,700.00.(d) 3nd Renewal Term of 2 years thereafter (after expiry of the above Term in (c)):Tenant shall forthwith pay to the Landlord on demand the top up amount of RM153,341.00.(e) 4th Renewal Term of 2 years thereafter (after expiry of the above Term in (d)):Tenant shall forthwith pay to the Landlord on demand the top up amount of RM171,741.92. |
| 10(c). | Renovation Deposit | **Ringgit Malaysia One Hundred Thousand (RM100,000.00)** only, unless paid earlier, to be paid by the Tenant simultaneously with the execution of this Agreement, subject to be refunded after nine (9) months from the date of this Agreement provided always that all such renovation duly obtain Appropriate Authorities Approval and no damages to the Mall. After six (6) months from the date of this Agreement, the Renovation Deposit shall be computed based on individual unit basis at the following rates:-

|  |  |
| --- | --- |
| Under 1,000 sq ft | : RM 3,000.00 |
| 1,001 sq ft - 3,000 sq ft | : RM 5,000.00 |
| 3,001 sq ft - 5,000 sq ft | : RM 10,000.00 |
| 5,001 sq ft - 15,000 sq ft | : RM 15,000.00 |
| Above 15,001 sq ft | : RM20,000.00 |

And the Landlord shall refund the Renovation Deposit to the Tenant within 14 days after the completion of the renovation. |
| 10(d). | Restoration Deposit | -Deleted- |
| 10(e). | Mail Box Deposit | **Ringgit Malaysia Nine Thousand (RM9,000.00)** only for ninety (90) mail boxes at RM100.00 each, unless paid earlier, to be paid by the Tenant to the Landlord simultaneously with the execution of this Agreement. |
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| --- | --- | --- |
| **Section** | **Item** | **Particulars** |
| 11(a).11(b). | Fitting Out and Stocking Up Period, if applicable.Fitting Out Charges | During the six months’ rent free period from the date of this Agreement and at such other period which the Sub Tenants may wish to undertake renovation.Not Applicable |
| 12(a). | Administrative Fee | Not Applicable.  |
| 12(b). | Hoarding Charges | To be borne by the Tenant**.** |
| 13(a). | Permitted Use | For the general purpose of home/ office/ SOHO furniture/ furnishing products/ construction materials and interior materialsonly. |
| 13(b). | Tenant’s Trade Name | A name to be advised by the Tenant after August 15, 2018. |
| 14. | Renewal Term, if applicable | (a) 1st Renewal Term of 2 years thereafter (after expiry of the Initial Term in Section 5(a) of this Schedule):RM493,875.00 per month at RM3.00 per square feet for Level 1,2 and 3 and RM5.00 per square feet for Level Ground.(b) 2nd Renewal Term of 2 years thereafter (after expiry of the above Renewal Term in (a)):RM569,489.50 per month at RM3.50 per square feet for Level 1,2 and 3 and RM5.50 per square feet for Level Ground.(c) 3nd Renewal Term of 2 years thereafter (after expiry of the above Term in (b)):RM645,104.00 per month at RM4.00 per square feet for Level 1,2 and 3 and RM6.00 per square feet for Level Ground.(d) 4th Renewal Term of 2 years thereafter (after expiry of the above Term in (c)):RM720,718.50 per month at RM4.50 per square feet for Level 1,2 and 3 and RM6.50 per square feet for Level Ground. |
| 15(a). | Rate of Agreed Liquidated Damages for Not Opening at the commencement of the Business Hours or Closing of the Business Hours | **Ringgit Malaysia Three Hundred (RM300.00)** only per day for the entire duration of the Business Hours OR **Ringgit Malaysia Twenty Five (RM25.00)** only per hour, whichever is the lesser for not opening or closing as per the Business Hours to be imposed only on the shop lot(s) that are sub-tenanted as advised by the Tenant, from time to time. If the Tenant should notify the Landlord that a particular Sub Tenant has abandoned the Demised Premises, such penalty set out above shall be limited to a maximum of three (3) days. |
| 15(b). | Agreed Rate for Extension of Business Hours | **Ringgit Malaysia Two Hundred and Fifty (RM250.00)** only per hour or part thereof per lot. |

|  |  |  |
| --- | --- | --- |
| **Section** | **Item** | **Particulars** |
| 16. | Particulars of Guarantor(s), if applicable. | Not Applicable. |
| 17. | Minimum all risks public liability insurance policy sum | The Tenant shall insure the sum of **Ringgit Malaysia Twenty Million (RM20,000,000.00)** only for the Demised Premises**.**  |
| 18(a). | AHU charges | Not Applicable. |
| 18(b). | FCU charges  | Not Applicable. |

**SECOND SCHEDULE**

(which is to be taken, read and construed as an essential part of this Agreement)

**SPECIAL CONDITIONS AND COVENANTS**

1. The Landlord shall ensure that the parking rate of the Mall is capped at the current rate as follows (applicable for the Fixed Term as set out in Section 5(a) of the First Schedule only):

First 2 hours or part thereof RM1.00

3rd hour or part thereof RM1.00

4th hour or part thereof RM1.00

5th hour or part thereof RM2.00

Every subsequent hour or part thereof RM2.00

Maximum charge per day RM15.00

2. The Landlord shall ensure that there is a minimum of three hundred (300) car park bays, payable at per entry made available to the shoppers and Tenant. Provided always that the Landlord shall allocate sufficient seasonal car parks bays for the Sub Tenants upon the application made by the Tenant.

3. The Landlord agrees and accepts that any renovation advertisement and promotion and/ or any such other requirements of the Sub Tenants of the Tenant from time to time throughout the tenancy term hereunder shall be dealt with collectively through the Tenant to the Landlord via the management office of the Tenant to be set up in the Mall.

4. The Landlord agrees and allows the Tenant to display 2 of the Tenant’s signage on the façade without any charges throughout the tenancy term.

5. The Landlord agrees and allows the Tenant to build a reception counter on level LG of the Mall without rental charges throughout the tenancy term.

6. The Landlord shall ensure that in the event of a power outage there is a change over switch by generator set for essential electricity supply to cover all Mall Common Areas including but not limited to emergency lighting, Firemen lift and all essential fire fighting services. The supply of electricity during emergency will exclude the individual retail premises unless specifically requested.

7. The Tenant shall provide a refundable Renovation Deposit based on the rates as set out in Section 10(c) of the First Schedule per unit, if their Sub Tenant wishes to undertake renovation after the period of six (6) months from the date of this Agreement.

8. The Landlord and the Tenant hereby agree that any agreed sum which becomes due and payable by the other party shall be settled within 60 days, failing which the party entitled to the agreed sum may automatically set off any sum due, if any, from the defaulting party. Provided that if it the sum payable is in dispute, the parties agree to proceed to resolve the dispute by way of mediation (subject to the consent by all parties concerned) failing which the dispute shall be resolved in Court.

9. The Landlord shall ensure that the lift escalators are properly maintained the response time for emergency break down shall be 45 minutes from the time of reporting during the Mall operation hours.

**THIRD SCHEDULE**

(which is to be taken, read and construed as an essential part of this Agreement)

**GUARANTEE**

**Not Applicable**

**APPENDIX I**

**PROPOSED FLOOR PLAN**

**APPENDIX II**

**LIST OF INDIVIDUAL RETAIL PREMISES WITH FINAL MEASUREMENTS**

**APPENDIX III**

**FIT OUT GUIDE**

**APPENDIX IV**

**LANDLORD’S PROVISIONS**

**APPENDIX V**

**HOUSE RULES**