

Our Ref: To be advised
Case Number : To be advised



Date: 18 January 2019

Bountie Esports Arena Pte. Ltd.
41 Namly Avenue
SIM Management House
Singapore 267616

JTC Corporation

The JTC Summit
8 Jurong Town Hall Road
Singapore 609434

JTC hotline 1800 568 7000

main line (65) 6560 0056

facsimile (65) 6565 5301

website www.jtc.gov.sg

Attention: Mr Tan Lijia

Dear Sirs

OFFER FOR TENANCY OF JTC SPACE

1 GENERAL

- 1.1 Thank you for your interest in renting a JTC Space from us.
- 1.2 This letter, together with the attached Special Terms and Standard Terms, comprises our offer to rent the Premises to you ("**Offer**"). You are advised to review these documents before accepting the Offer.
- 1.3 Upon your acceptance in accordance with paragraph 3 below, your signed Letter of Acceptance will constitute a binding tenancy contract between us ("**Tenancy**").

2 OFFER

2.1 Premises

We offer to rent the following Premises to you on an "as is" basis. You must not exceed the Maximum Floor Loading and must ensure that the permitted load is evenly distributed.

(a)	Private Lot No.:	Unit No.:	Estimated Area ("Area"): (square metres)	Maximum Floor Loading: (kiloNewtons per square metre)
	To be advised	#B1-06/07/08	590.00	5.0
(b)	Address and Postal Code:		1 FUSIONOPOLIS WAY #B1-06/07/08 CONNEXIS SINGAPORE 138632	
(c)	Plan of Premises:		As attached	

2.2 Authorised Use

The Authorised Use is set out below.

Private Lot No.:	Unit No.	Authorised Use
To be advised	#B1-06/07/08	For the use and operation of a LAN gaming outlet with entertainment activities (i.e. event space, darts) and F&B cafe

2.3 Approvals

You must obtain all necessary approvals required for your business operations at the Premises and keep them in force throughout the Tenancy.

2.4 Tenancy Period, Possession and related conditions

The key particulars of the Tenancy are set out below. You must commence business by the Operations Commencement Date.

Tenancy Term: ("Term")	3 year(s) 0 month(s) 0 day(s)
Commencement Date (Start date of the Term)	1 June 2019
Possession Date (Date the Premises will be handed to you)	1 March 2019 Note: Confirmation of tenancy is subjected to the approval for the change of use from the relevant authorities such as Urban Redevelopment Authority (URA).
Rent-Free Period:	3 month(s) from Possession Date to Commencement Date
Option to Renew:	You have an Option to Renew for another 3 year(s) 0 month(s) 0 day(s) (" Further Tenancy Period ") in accordance with the relevant provisions in the Special Terms.

2.5 Rent

The Rent payable by you is set out below:

(a) Rent:		
Allocation No.: To be advised	#B1-06/07/08	Year 1: \$37.98 per square metre per month of the Area Year 2: \$40.67 per square metre per month of the Area Year 3: \$43.37 per square metre per month of the Area
(b) Annual rental increase:	Nil. Rent is the same throughout the Term.	
The Rent should be paid in advance without demand or deduction on the first day of each month of the Term. The first payment is to be made upon acceptance of this Offer.		

2.6 Service Charge

The Service Charge payable is set below.

Service Charge:		
Allocation No.: To be advised	#B1-06/07/08	\$26.75 per square metre per month of the Area
You must pay the Service Charge in advance without demand or deduction on the first day		

of each month of the Term. We are entitled, at any time and from time to time, to increase the Service Charge.

2.6A Usage Charge

You must pay the Usage Charge set out below:

Usage Charge:

Allocation No.: To be advised	#B1-06/07/08	• Air-conditioning Charges:	\$0.018 per square metre per hour [Monday to Friday: 10:00 PM to 10:00 AM, and Saturday: 10:00 PM to 10:00 AM Sunday: 10:00 PM to 10:00 AM]
		• Chilled water charges	\$0.54 per RTH.
You must pay the Usage Charge on the same date as the Rent. We are entitled, at any time and from time to time, to increase the Usage Charge.			

2.7 Security Deposit

- (a) It is a condition of acceptance for our tenants to be on the GIRO payment scheme. Under the scheme, the Security Deposit payable by you (which must be maintained throughout the Term) is set out below.

Private Lot No(s):	Unit No(s):	Security Deposit:
Allocation No.: To be advised	#B1-06/07/08	\$25,588.30 equivalent to 1 month's Gross Rent

- (b) Please note that if your GIRO arrangement is not effected or discontinued for any reason, the Security Deposit will be increased as set out in the Standard Terms.

2.8 Reinstatement Deposit

You must seek our consent if you wish to carry out any addition or alteration works at the Premises. A reinstatement deposit will be required for our consent which will be on such terms and conditions as we may impose.

2.9 Mode of Payment

Your first payment must be by non-cash mode (e.g. cheque, cashier's order) or by electronic payment through JTC's Customer Service Portal (CSP) available at <http://www.jtc.gov.sg>. Subsequent monthly payments of Rent, Service Charge, Usage Charge (if any) and GST must be paid by interbank GIRO to our designated bank account. The Rent, Service Charge and Usage Charge (if any) exclude GST. GST is payable by you.

2.10 **Fitting Out**

You may, as a licensee (on the same terms and conditions in the Tenancy), commence fitting out works ("**Fitting Out Works**") after the Possession Date. You must obtain our, and the Authorities', prior written consent before commencing any Fitting Out Works, and carry out and complete the Fitting Out Works in accordance with our requirements. The Commencement Date remains unchanged even if the Fitting Out Works are completed after the Commencement Date.

2.11 **Early Termination by Written Notice**

- (a) If you wish to terminate the Tenancy before expiry, please submit a written request for our consent indicating the reasons and proposed date of termination (which must be at least 3 months after the date of such request or paying us 3 months' rent-in-lieu) for our consideration. When providing our consent, we may impose certain terms and conditions.
- (b) We may also terminate the Tenancy by giving you not less than 3 months' prior written notice or paying you 3 months' rent-in-lieu. The termination of the Tenancy preserves our rights and remedies against you for any prior breach.

2.12 **Green Building Obligations**

The Premises are located within a building which has been issued (or is to be issued) with the "Green Mark Platinum" Certification by the Building and Construction Authority. You must comply with the clause titled "Green Building Obligations" in the Special Terms.

2.13 **No Representations**

No terms or representations or otherwise, whether express or implied, shall form part of the Tenancy other than what is contained in our Offer.

2.14 **Guidelines**

The guidelines that are applicable to you are attached. These guidelines are subject to change from time to time.

2.15 **Licensing of Cryptocurrency**

- (a) Should there be any cryptocurrency license requirement from MAS in the future, you will comply with the authority's requirement and JTC will be informed.
- (b) Should the legislation prohibit the usage of digital tokens for consumer businesses, you will remove the use of cryptocurrency as a medium of transaction from the operations at your premises.

2.16 **No Immoral Activities**

For clarity, and without affecting or limiting clause 4.8(n) of the Standard Terms, JTC considers betting, gambling and money laundering to be immoral activities.

3 **TO ACCEPT**

3.1 To accept this Offer, please let us have all the following items by **8 February 2019** ("**Offer Expiry Date**"):

- (a) duly signed original Letter of Acceptance (format attached);
- (b) payment of all the sums set out in the attached Payment Table;
- (c) duly completed GIRO authorisation form (available at our Customer Service Portal).

3.2 There will be no Tenancy between us if we do not receive all the above items by the Offer Expiry Date. In this event, all payments (except for the application deposit which will be retained by us) will be refunded to you (without interest).

Yours faithfully



Chui Hui Ting (Ms)
Assistant Manager
Products Division
DID : 68833409
E-MAIL : CHUI_hui_ting@jtc.gov.sg

Encl

ATTACHMENTS

The following enclosures *marked ✓* are attached with this letter:

- ☒ **Payment Table**
- ☒ **Format of Letter of Acceptance**
- ☒ **Format of Banker's Guarantee for Security Deposit and/or Reinstatement Deposit**
- ☒ **Special Terms and Conditions:**
 - ☐ Fusionopolis One
- ☒ **Standard Terms and Conditions**

Plan of the Premises**Other Materials and Resources**

- ☐ E-Statement for all new JTC contracts
- ☐ Fusionopolis One - Tenant Fit-out Guide

PAYMENT TABLE

OFFER FOR TENANCY OF JTC SPACE KNOWN AS:

Private Lot No.	Unit No.:
To be advised	#B1-06/07/08
at 1 FUSIONOPOLIS WAY #B1-06/07/08 CONNEXIS SINGAPORE 138632	

(the "Premises")

Private Lot No.	Unit No.:		Amount	GST at prevailing rate
To be advised	#B1-06/07/08	Rent (Exclusive of Service Charge) for one month for the period from 1 June 2019 to 31 May 2020	\$6,625.70	\$463.80
		Rent (Exclusive of Service Charge) for one month for the period from 1 June 2020 to 31 May 2021	\$8,212.80	\$574.90
		Rent (Exclusive of Service Charge) for one month for the period from 1 June 2021 to 31 May 2022	\$9,805.80	\$686.41
		Service Charge for one month for the period from 1 June 2019 to 31 May 2022	\$15,782.50	\$1,104.78
		Security Deposit for the period from 1 June 2019 to 31 May 2022	\$25,588.30	
		Stamp fee payable on Letter of Acceptance (which we will stamp on your behalf)	\$3,455.00	
Total Payable (inclusive of GST at prevailing rate)			\$53,020.08	
Less Application Deposit (if paid):			\$25,508.93	
Net Total Payable (inclusive of GST at prevailing rate)			\$27,511.15	



LETTER OF ACCEPTANCE

[On Tenant's Letterhead]

Date : <To be dated on the day this letter is forwarded to JTC>

Jurong Town Corporation
Products Division
The JTC Summit
8 Jurong Town Hall Road
Singapore 609434

Attention: Ms. Chui Hui Ting

Dear Ms Chui,

ACCEPTANCE OF OFFER FOR TENANCY OF JTC SPACE KNOWN AS:

Private Lot No.	Unit No.:
To be advised	#B1-06/07/08
at 1 FUSIONOPOLIS WAY #B1-06/07/08 CONNEXIS SINGAPORE 138632	

(the "**Premises**")

1. We refer to your letter of offer dated 18 January 2019, the Special Terms and Standard Terms referred to therein, (collectively, the "**Offer**") for the tenancy of the Premises and hereby confirm our acceptance of all the terms and conditions of the Offer.
2. We forward the following as confirmation of our acceptance:
 - (a) a cheque/cashier's order for issued to **JTC CORPORATION**, being the total amount as indicated in the Payment Table.
3. We understand and agree that we will only be able to access, print and download our Statement of Accounts (SA) through JTC's Customer Service Portal (CSP). We will refer to your Customer Service Portal guidelines available at <http://www.jtc.gov.sg> for more information.
4. This acceptance together with the Offer constitutes a binding Tenancy Agreement between us.

(EXECUTION PORTION FOR SOLE PROPRIETORS AND PARTNERSHIPS)

Yours faithfully,

Signature:

Name:

NRIC no:

@Signature:

@Name:

@NRIC no:

@Signature:

@Name:

@NRIC no:

in the presence of:

Name of witness:

NRIC No:

(EXECUTION PORTION FOR PRIVATE/ PUBLIC LIMITED COMPANIES)

Yours faithfully,

For and on behalf of _____ *[insert Company's Name]*

Signature of authorised signatory

Name of authorized signatory: _____

Designation: _____

in the presence of:

Name of witness:

NRIC No.:

[Note to Customer: One banker's guarantee is required for Security Deposit and another banker's guarantee is required for Reinstatement Deposit.]

To: Jurong Town Corporation
Commercial Dept
Products Division

("Landlord" which expression shall include its successors and assigns)

Dear Sirs

BANKER'S GUARANTEE NO: _____ **FOR S\$** _____

1. IN CONSIDERATION of the Landlord –

- (a) agreeing to grant a tenancy ("**Tenancy**") to BOUNTIE ESPORTS ARENA PTE. LTD. of 41 NAMLY AVENUE, SIM MANAGEMENT HOUSE, SINGAPORE 267616 ("**Tenant**") the following premises:

Private Lot No.	Unit No.:
To be advised	#B1-06/07/08
at 1 FUSIONOPOLIS WAY #B1-06/07/08 CONNEXIS SINGAPORE 138632	

("Premises") for a term ("**Term**") of 3 year(s) 0 month(s) 0 day(s) from **01 June 2019** and expiring on **31 May 2022** ("**Tenancy Expiry Date**"); and

- (b) allowing the Tenant to furnish a banker's guarantee for the whole of the *Security Deposit / Reinstatement Deposit referred to in the Tenancy,

* Delete whichever is inapplicable. One banker's guarantee is required for Security Deposit and a separate banker's guarantee is required for Reinstatement Deposit.

We, _____ (Note to Tenant: Insert Bank's name) ("**Guarantor**"), irrevocably and unconditionally, agree, as a primary obligation ("**guaranteed obligation**") and principal debtor, to pay to the Landlord on demand in writing by the Landlord, any sum or sums demanded not exceeding in aggregate the sum ("**Guaranteed Sum**") of Singapore Dollars _____ (S\$ _____).

2. Payment of the Guaranteed Sum will be made by the Guarantor to the Landlord:

- upon the Guarantor receiving a written demand from the Landlord;
- whether or not the Guarantor gives prior notice of the payment to the Tenant;
- despite any notice given to the Guarantor by the Tenant not to pay to the Landlord any sums payable under this Guarantee; and
- irrespective of the performance or non-performance by the Tenant or the Landlord of the Tenancy or any obligation under or in connection with the Tenancy in any respect.

3. The Guarantor's liability under this Guarantee is not affected or discharged in any way by:

- any variation of the Tenancy;
- any extension of time or other forbearance given by the Landlord to the Tenant;
- the insolvency, bankruptcy, winding up or judicial management (as the case may be) of the Tenant; or
- any other circumstance, act or omission which (except for this provision) may operate to exonerate the Guarantor from that liability or affect that liability at law or in equity.

5. This Guarantee is a continuing security and remains in force until the earliest of the following events:
 - (a) this Guarantee is returned to the Guarantor;
 - (b) notification in writing has been received by the Guarantor from the Landlord that this Guarantee is no longer required;
 - (c) payment is made under paragraph 2 above to the Landlord by the Guarantor of the whole of the Guaranteed Sum; or
 - (d) the expiry of this Guarantee on _____ (*Note to Tenant: Insert date falling 3 months after the Tenancy Expiry Date*)¹ ("**Guarantee Expiry Date**").
6. The Guarantor will not inquire into the reasons, circumstances or authenticity of the grounds for the Landlord's demand.
7. This Guarantee is governed by and will be interpreted in accordance with the laws of Singapore.
8. Any claim under this Guarantee must be made in writing before the Guarantee Expiry Date and must be delivered personally or sent by prepaid registered post to the Guarantor's Singapore address at _____ (*Note to Tenant: Insert Bank's Singapore address for service of written claim by the Landlord*).
9. The Landlord may assign its rights and benefits hereunder to any person to whom it may assign its rights and benefits under the Tenancy. The Landlord shall give to the Guarantor a notice of such assignment.
10. A person who is not the Guarantor or the Landlord has no right under the Contracts (Rights of Third Parties) Act (Chapter 53B) to enforce any term of this Guarantee. The word "person" includes a body corporate.

Yours faithfully

For (Bank issuing the Banker's Guarantee)

Date
Designation

Name of Authorised Signator(ies):

¹ **Note to Customer:** For example, if the Tenancy Expiry Date is 10 January 2017, the Guarantee Expiry Date is 9 April 2017.

Special Terms and Conditions

(The definitions in the Standard Terms apply to these Special Terms.)

1. Replacement of Clause 2.11 of the Letter of Offer

The existing Clause 2.11 of the Letter of Offer (reproduced in the left column of the following table) is replaced by the clause appearing in the right column:

Existing Clause 2.11 of the Letter of Offer:	New Clause 2.11 of the Letter of Offer:
<u>"2.11 Early Termination by Written Notice"</u> (a) <i>If you wish to terminate the Tenancy before its expiry, you may submit your request to us, and indicate your proposed date of termination (which must be at least 3 months after the date of such request), for our consideration. If we give our consent, it will be on such conditions as determined by us.</i> (b) <i>We may also terminate the Tenancy by giving you not less than 3 months' prior written notice. The termination of the Tenancy does not affect our rights and remedies against you for any prior breach."</i>	<u>"2.11 Early Termination by Written Notice"</u> (a) <i>If you wish to terminate the Tenancy before its expiry, you may submit your request to us, and indicate your proposed date of termination (which must be at least 6 months after the date of such request), for our consideration. If we give our consent, it will be on such conditions as determined by us.</i> (b) <i>We may also terminate the Tenancy by giving you not less than 6 months' prior written notice. The termination of the Tenancy does not affect our rights and remedies against you for any prior breach."</i>

2. Replacement of Clause 4.7 of the Standard Terms

The existing Clause 4.7 of the Standard Terms (reproduced in the left column of the following table) is replaced by the clause appearing in the right column:

Existing Clause 4.7 of the Standard Terms:	New Clause 4.7 of the Standard Terms:
<u>"4.7 (a) Remove all such items, and cease all such activities, which may pose a danger, cause obstruction or other disturbances, or to enable us to exercise our rights under the Tenancy, as required by us.</u> (b) <i>Insure all Your Items against loss and damage.</i> (c) <i>Contain and dispose of all waste, including pollutants and contaminants, in accordance with our requirements."</i>	<u>"4.7 (a) Remove all such items, and cease all such activities, which may pose a danger, cause obstruction or other disturbances, or to enable us to exercise our rights under the Tenancy, as required by us.</u> (b) <i>Insure all Your Items against loss and damage.</i> (c) <i>Contain and dispose of all waste, including pollutants and contaminants, in accordance with our requirements.</i> (d) <i>You required to during the Term:</i> (d1) <i>that before you start any fitting out works, you must procure a comprehensive construction or erection all risk insurance policy for the period;</i> (d2) <i>insure and keep insured the Property under an appropriate Public Liability Insurance Policy coverage</i>

	against any third party liability in your and our joint names with a limit of indemnity of not less than SGD \$0.5million for each and every occurrence and/or series of occurrences arising out of one event and unlimited for the period. Such policy must include "Cross Liability" and "Waiver of Subrogation" clauses; (d3) produce to us the insurance policy and receipts of premium payment on demand. (e) Nothing herein shall render the Landlord liable for the correctness or adequacy of all of the above insurance policies or for ensuring that they comply with all relevant legislation pertaining to insurance. (f) If the Tenant fails refuses or neglects to take up all or any of the aforesaid insurance policies, the Landlord shall have the option to, but shall not be obliged to, take out such insurance policies on behalf of the Tenant and pay for the insurance premium for the policies. The premium so paid by the Landlord shall be a debt due and owing from the Tenant to the Landlord who may at its absolute discretion deduct such premium paid from the Security Deposit and/or claim the amount as unpaid Rent payable by the Tenant to the Landlord."
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3. **Additional Conditions**

3.1 Clause 1 of the Standard Terms –

1 **Definitions and Interpretation**

1.1 In these Standard Terms and the Special Terms, the following words and phrases have the following meanings, unless the context requires otherwise:

"Floor Area": the area of the floor of the Premises measured to include half the thickness of the walls/partitions/glass (as the case may be) which form the external boundary of the Premises and all the area occupied by all pillars, columns, mullions, internal partitions and projections within the Premises

4 **Your Obligations**

4.13 You agree to the following:

- (a) If you engage your own waste recycling service provider or conduct any recycling activities at the Premises, you shall provide monthly data to the us on the type(s) of recycling activities conducted, type(s) and weight of recyclables collected or recycled;
- (b) To keep the Premises free from termites, cockroaches, rodents and other pests and employ pest control exterminators and maintain a comprehensive pest control service agreement with a pest control contractor.

4.14 You agree not to:

- (a) solicit business, display or distribute advertising materials in the car parks or other common areas of Fusionopolis One except with our prior written consent.
- (b) sell or cause to be consumed alcoholic beverages and/or cigarettes or any form of tobacco in the Premises or Fusionopolis One without our prior written approval. We may impose such additional conditions as it deems fit in the event such approval is given.

4 **Your Obligations**

4.5 You agree to pay to us the following:

- (f) Where the Premises has its own air-conditioning units installed, you shall pay for all Utilities consumed for the operation of such air-conditioning units in the Premises. You are responsible and shall pay for the servicing and maintenance of the said air-conditioning units in the Premises at least four (4) times a year and to provide evidence of such servicing and maintenance to us upon request. Where central air-conditioning is supplied to the Premises, you shall reimburse us on demand all costs and charges together with the prevailing goods and services tax pertaining to the servicing and maintenance of the central air-conditioning units as may be attributed to the Premises during the Term and as determined by us.

3.4 **Additional services and charges**

(a) **After-Office Hours Air-Con Utility Charge**

You must pay (without demand or deduction) the after-office hours air-con charge of **\$0.018** per square metre per hour, prescribed by us (subject to change by us with prior notice of 3 working days to you) for any air-conditioning required by you for hours outside the hours of 10.00am to 10.00pm on Mondays to Sundays (subject to changes by us with prior notice of 3 working days to you).

- 3.5 To participate in any future programs and/or marketing campaigns set up by us and/or our partners or stakeholders for consumers and visitors to Fusionopolis One at mutually agreed terms.
- 3.6 To ensure that all publicity materials in relation to your business are published under the name of your business and that such publicity materials do not specify or imply in any way that we are a partner and/or supporter of your programmes or services unless prior written approval has been obtained for the programme or service in question.
- 3.7 You will submit to us audited sales statements, accounts certified by a Certified Accountant and such other information as we may from time to time require.
- 3.8 To undertake full responsibility for the employment, supervision and good conduct of such persons

as are employed by you on the Premises in connection with or for the purpose of your business and to ensure that efficient and courteous service is provided at the Premises.



- 3.9 To take measures to ensure that all persons employed by the Tenant are free from any infectious diseases and to take all steps or measures which is deemed appropriate or necessary by the Landlord and/or government authorities to comply with any direction, order or other requirement under or in connection with the Infectious Diseases Act (Chapter 137), or under any other prevailing law or any guideline, rule or requirement of the relevant authorities from time to time for the purpose of taking any protective measure, treatment, prevention or other dealings in relation to an infectious disease.
- 3.10 You must ensure that all storage is concealed from the frontage of the Premises.
- 3.11 You must ensure that the Premises are kept in a neat and presentable manner acceptable to us at all times.
- 3.12 You must operate the Premises for business daily from 10am to 10pm ("Operating Hours") except on public holidays, subject to changes as we may determine and notify you from time to time.
- 3.13 You must seek our prior approval in writing of any change in Operating Hours. In the event you desire to commence operation of business before 10am and/or close business after 10pm, you shall be responsible to pay the extra air-conditioning charges.
- 3.14 You must use, manage and maintain the Premises in good faith and in a reputable and professional manner.
- 3.15 You must carry on your business and conduct all customer sales transactions at the Premises in a manner befitting the image and reputation of a prestigious shopping area, and use best endeavours to promptly and amicably resolve any complaint from or dispute with your customers so as not to cause disrepute to you, us or the Estate and in this connection to use best endeavours to adopt and implement any recommendations which we may make to you for the purpose of resolving any such complaints or disputes.
- 3.16 You must conduct your business at the Premises under the registered company name specified in the Tenancy or such business or trade name as shall have received our prior written consent.
- 3.17 You must not allow any sale by auction to be held at the Premises and the following non-exhaustive list of uses are strictly prohibited:
 - (a) any dangerous, noisy, noxious or offensive trade or business;
 - (b) any trade or business which may be or become a nuisance or hazard to other tenants and users; and
 - (c) any illegal or immoral act or purpose.
- 3.18 You must not practise undesirable or inappropriate business methods whether as regards advertising, selling or otherwise which in our opinion would affect our reputation and/or the Estate or would confuse, mislead or deceive the public.
- 3.19 Should there be any change to the Authorised Use or the zoning of the Premises, as a result of or arising in any way from your use or intended use of the Premises:
 - (a) you are liable for all cost, expense, fine, charge, penalty, claim as may be imposed by any of the Authorities upon us and/or you, and/or any loss suffered or incurred by us or you;
 - (b) where we are required to make upfront payment in connection with your proposed change of use, you must immediately upon notification by us reimburse us for the full amount so paid by us.

- 3.20 You must abide by the following for the use of the common area:
- (a) you must submit a written request to us for any use of the common area;
 - (b) we may in our absolute discretion grant or refuse consent and impose terms and conditions in the grant (if any) of the said consent, such as a fee for the use;
 - (c) the said written request shall be submitted to us no later than one (1) month before the intended commencement of the use of the common area, failing which we are not obliged to consider such request; and
 - (d) for clarity, at no point shall any consent granted by us in connection with this clause, be deemed as granting you any exclusive possession of the said common area.
- 3.21 We reserve the right to conduct a final inspection of all installations before any operations in the Premises are commenced, and you must enable us to do so.
- 3.22 The Area is subject to final survey, and no misstatement of and/or resultant change in the area of the Premises shall annul the Tenancy or entitle you to be discharged from the Tenancy but there shall be a payment by, or refund to, you, as the case may be, of the rates paid by you for each square metre of the Premises for the Rent and Service Charge, any shortfall in the Security Deposit, other sums or charges paid by the Tenant to the Landlord, if the difference between the actual area and the Area exceeds 3% of the latter. All sums payable or refundable under this clause shall be paid or refunded, as the case maybe, without interest except that interest shall be payable by you if you fail to make payment after we notify you of the additional amount payable by you.

3.23 **Advertisement and Promotions (A&P) Support**

As a goodwill gesture to support your business operations, we will provide the following A&P support on a one-off basis during the Term, at the designated locations determined by JTC within Fusionopolis One. Our provision of such A&P support is subject to space availability at the relevant time(s).

- (a) Complimentary use of 3 designated pillars located at Basement 1 of Fusionopolis One for a period of 2 month(s);
- (b) Complimentary use of atrium space located at Level 1 Fusionopolis One for 2 pop-up events [Each of which shall be no more than 7 days]; and
- (c) Complimentary placement of 2 standees at designated locations within the retail podium for a period of 2 month(s).

4. **Green Building Obligations**

- (a) You must not install any fittings which will adversely affect the Green Mark Platinum certification of the Building or cause the loss of such certification. Without affecting any of our rights and remedies, we may at our absolute discretion request for such fittings to be changed, regularised or removed at your own cost.
- (b) You must not exceed the Lighting Power Budget of 10.5 W/sqm for the Office, Lab and Business Park Space.
- (c) In respect of internal paints and adhesives, you must:
 - (c1) use low volatile organic compounds (VOC) paints certified by an approved local certification body such as the Singapore Green Building Council ("**SGBC**");
 - (c2) use environmentally friendly adhesives certified by an approved local certification body such as SGBC;
 - (c3) install fittings and fixtures rated with at least a three-tick rating under the Water Efficiency Labelling Scheme (WELS); and
 - (c4) use environmentally friendly products for renovations, which are certified by an approved local certification body such as SGBC, including products for flooring, internal partition wall, internal ceiling and furniture.
- (d) You must use energy efficient office equipment (e.g. energy star accredited for monitors, laptops, printers, copiers and TV).
- (e) You must promote waste minimization, reuse and recycling in the office.

5. Option to Renew

If –

- (a) at least 6 months (and not more than 9 months) before the expiry of the Term, we receive your written request for a further term of tenancy for the whole (and not part) of the Premises for the duration of 3 year(s) 0 month(s) 0 day(s) ("**Further Tenancy Period**"); and
- (b) at the time of your aforesaid request and at the expiry of the Term, there is no breach of Your Obligations,

we may grant you a tenancy for the whole of the Premises for the **Further Tenancy Period** on the following conditions:

- (c) the **Further Tenancy Period** shall commence immediately after the expiry of the Term;
- (d) the rent shall be at a revised rate to be determined by us, having regard to the market rent of the Premises at the time of granting the tenancy for the **Further Tenancy Period**. Our determination of the rent shall be final and conclusive;
- (e) the tenancy for the **Further Tenancy Period** shall be on the same terms and conditions as this Tenancy except for the duration, rent, service charge, usage charge (if any), additional services and charges (if any) and security deposit, and there is no provision for renewal of tenancy.

6. In Mall Distribution / Productivity Measures

- (a) To carry out loading and/or unloading of goods at the designated areas only.
- (b) Unless otherwise stated, it will be mandatory for all tenants to adopt the in-mall logistics services provided by JTC via an appointment of a third-party vendor.

7. Submission of Gross Turnover

- (a) If we have installed or install a Mall POS System, you may subscribe to it or use its own point of sale system which has to be integrated to our system.
- (b) You must permit workmen, agents or contractors access to the Premises for the purpose of installing or maintaining the Mall POS System.
- (c) At the end of each trading day, you must submit the daily Gross Turnover figure to us upon installation of Mall POS System.
- (d) The Gross Turnover in any month or any part of a month shall mean the aggregate of all amounts invoiced, charged, received or receivable:
 - (d1) for all goods/services sold or performed, delivered, leased, hired or otherwise disposed of;
 - (d2) from all business of any nature whatsoever conducted, including sales from the Common Area and/or pushcarts ("Licensed Space"), (including without limitation mail order sales, telephone sales, online sales or sales otherwise done electronically, and sales for which home and office delivery service).
- (e) Gross Turnover shall NOT INCLUDE:
 - (e1) all amounts received or receivable by the Tenant attributable to taxes, from sale of gift certificates or unexpended value tokens, and from transactions that are performed purely as an amenity and whose sums are fully "out of pocket" in nature
 - (e2) any discounts and trade-ins
 - (e3) cash refund/credit/discounts for returned/defective/unsatisfactory goods or services, and the amount does not exceed the sale price of the goods returned or the charges for the services rendered which included in the Gross Turnover previously
 - (e4) the value of goods transferred from the Premises to other premises that is not for the purpose of fulfilling an order or consummating a sale originated/received/accepted at or from the Premises and returned to shippers, wholesalers and manufacturers
 - (e5) interest charges and credit account service charges.
- (f) You shall keep the records of the Gross Turnover reports on the Premises or at its registered office in Singapore for a period of not more than 6 months following the end of each month for verification purposes.
- (g) We shall be entitled to inspect from time to time upon reasonable notice given to you, documents and records kept by you.

Disclaimer: All information contained herein are accurate as at 6 December 2017 and are subject to changes and final approval. While every reasonable care has been taken in preparing this information, the Landlord and his agents shall not be held responsible for any inaccuracy.