

LETTER OF ACCEPTANCE

Jurong Town Corporation
Start-Up Dept
InfoComm Media & Start-Up Cluster
The JTC Summit
8 Jurong Town Hall Road
Singapore 609434

Attention: Clara Woon Chian Chi

Dear Sirs,

ACCEPTANCE OF OFFER FOR TENANCY OF JTC SPACE KNOWN AS:

Private Lot No.	Unit No.:
-	#04-18/19
at 71 #04-18/19 AYER RAJAH CRESCENT SINGAPORE 139951	

(the "**Premises**")

1. We refer to your letter of offer dated 1 July 2020, 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) Payment advice, evidencing payment of \$6,675.67 to your designated bank account, details of which are as follow:

Account Name	JTC Corporation
Bank Name	Oversea-Chinese Banking Corporation Limited
Bank Account Number	501104970001
SWIFT code	OCBCSGSG
 - (b) We confirm that all payments under the Tenancy are to be paid by GIRO (from our existing GIRO bank account) under our existing account no. 1200007019
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.

Yours faithfully,

For and on behalf of Sustenir Group Private Limited

Signature of authorized signatory

Name of authorized signatory: Benjamin Daniel Swan

Designation: Chief Executive Officer

in the presence of:

Name of witness: Moy Ting Jack

NRIC No.: General Manager

58771576

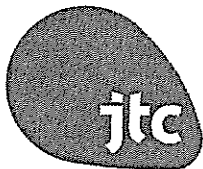
SUSTENIR GROUP PTE LTD

JTC Launchpad @ One North

Blk 71 Ayer Rajah Crescent

#02-12 Singapore 139951

www.sustenir.com



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

Hotline 1800 568 7000
Main Line (65) 6560 0056
Facsimile (65) 6565 5301

Our Ref: -

Send by Email

Date: 01 July 2020

SUSTENIR GROUP PTE. LTD.

Attention: Mr. Jack Moy

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)
	-	#04-18	95.30	10.00
	-	#04-19	63.40	10.00
(b)	Address and Postal Code:		71 #04-18/19 AYER RAJAH CRESCENT SINGAPORE 139951	
(c)	Plan of Premises:		As attached	

2.2 Authorised Use

The Authorised Use is set out below.

Private Lot No.:	Unit No.	Authorised Use
-	#04-18/19	Agri Tech Product Development

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)
Commencement Date (Start date of the Term)	13 September 2020
Possession Date (Date the Premises will be handed to you)	Any time within 2 month(s) before the Commencement Date.
Rent-Free Period:	From Possession Date to Commencement Date
Operations Commencement Date:	On Commencement Date.

2.5 Rent

The Rent payable by you is set out below:

(a) Rent:		
Private Lot No. -	#04-18/19	\$15.43 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:		
Private Lot No. -	#04-18/19	\$566.56 per month
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.		

2.7 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:
-	#04-18/19	\$3,015.30 equivalent to 1 month's Rent and 1 month's Service Charge

- (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 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**

JTC is committed to environmental sustainability. We encourage you to adopt such measures as may be recommended by us for the Premises.

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.

3 **TO ACCEPT**

3.1 To accept this Offer, please let us have all the following items by 13 July 2020 ("**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) a written confirmation that all payments under the Tenancy are to be paid by GIRO from your existing GIRO account with us.

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

clara

woonc
cc-jtc

Digitally signed
by woонcc-jtc
Date: 2020.07.01
14:17:42 +08'00'

Clara Woon Chian Chi
Manager

Start-Up Dept

InfoComm Media & Start-Up Cluster

DID : 68833766

FAX : 65655301

E-MAIL : Clara_WOON@jtc.gov.sg

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:
 - ✓ LaunchPad @ one-north Blocks 67, 71
 - The following enclosure marked ✓ is attached with the Special Terms and Conditions:
 - ✓ Specific Reinstatement Works
- ✓ Standard Terms and Conditions
- ✓ Plan of the Premises

Other Materials and Resources

- ✓ E-Statement for all new JTC contracts
- ✓ Schedule of Statutory Controls for Flatted, Ramp-up and Stack-up Factory Customers
- ✓ Tenant's Guide Book

PAYMENT TABLE

OFFER FOR TENANCY OF JTC SPACE KNOWN AS:				
Private Lot No.		Unit No.:		
-		#04-18/19		
at 71 #04-18/19 AYER RAJAH CRESCENT SINGAPORE 139951				
(the " <u>Premises</u> ")				
Private Lot No.	Unit No.:		Amount	GST at prevailing rate
-	#04-18/19	Rent for one month	\$2,448.74	\$171.41
		Service Charge for one month	\$566.56	\$39.66
		Security Deposit	\$3,015.30	
		Stamp fee payable on Letter of Acceptance (which we will stamp on your behalf)	\$434.00	
Total Payable (inclusive of GST at prevailing rate)			\$6,675.67	

LETTER OF ACCEPTANCE

[On Tenant's Letterhead]

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

Jurong Town Corporation
Start-Up Dept
InfoComm Media & Start-Up Cluster
The JTC Summit
8 Jurong Town Hall Road
Singapore 609434

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4. This acceptance together with the Offer constitutes a binding Tenancy Agreement between us.

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.:

¹ **Note to Customer:** Your existing account no. with us, can be found in our Statement of Account issued to you.

(Format of Banker's Guarantee)

[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
Start-Up Dept
InfoComm Media & Start-Up Cluster

("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 SUSTENIR GROUP PTE. LTD. of 8 #04-04 ADMIRALTY STREET SINGAPORE 757438 ("**Tenant**") the following premises:

Private Lot No.	Unit No.:
-	#04-18/19
at 71 #04-18/19 AYER RAJAH CRESCENT SINGAPORE 139951	

("Premises") for a term ("**Term**") of 3 year(s) 0 month(s) 0 day(s) from 13 September 2020 and expiring on 12 September 2023 ("**Tenancy Expiry Date**"); and

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

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:

- (a) upon the Guarantor receiving a written demand from the Landlord;
(b) whether or not the Guarantor gives prior notice of the payment to the Tenant;
(c) despite any notice given to the Guarantor by the Tenant not to pay to the Landlord any sums payable under this Guarantee; and
(d) 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:

- (a) any variation of the Tenancy;
(b) any extension of time or other forbearance given by the Landlord to the Tenant;
(c) the insolvency, bankruptcy, winding up or judicial management (as the case may be) of the Tenant; or
(d) 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.

4. It is expressly acknowledged and declared that partial and multiple drawings on this Guarantee are permitted.

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*)² ("**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):

² **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 Loading / Foundation

- 1.1 You must not exceed the maximum loading capacity of the goods lifts in the Building. You are responsible for all loss and damage to the goods lift if caused, directly or indirectly, by you or any of Your Authorised Person.
- 1.2 You must, after obtaining our prior written consent, provide suitable foundation for all machinery, equipment and installation at the Premises.

2 Additional Conditions

- 2.1 Meeting rooms, reception/waiting area, pantries, multi-purpose hall and courts ("Shared Facilities") have been provided at the common property for common and shared use by the tenants. The use of any meeting room, multi-purpose hall and courts is subject to their availability and your payment of a fee to be determined by us.
- 2.2 You are responsible for all losses and damages to the Shared Facilities if caused, directly or indirectly, by you or any of Your Authorised Person.
- 2.3 You must ensure that a qualified person is engaged to prepare and submit electrical single-line diagrams and electrical layout plans, such diagrams and plans to be approved by us prior to your application to the Authorities for the opening of an electricity connection account.
- 2.4 Without affecting the Standard Terms, you must also comply with the attached **Specific Reinstatement Works** regarding the reinstatement works.
- 2.5 You must submit the data of your company in the prescribed format (e.g Business Model Canvas) on a half-yearly basis (i.e. by the last day of February and August in every year of the Term), as well as within 3 days of your receipt of our written notice; such data to include the following information:
 - (a) company financials, e.g. start-up capital, annual revenue and projected revenue;
 - (b) manpower; and
 - (c) milestones achieved, e.g. funding raised, product development process and local and overseas expansion plans.

In this connection, the data shall be collected for annual reporting purposes and kept confidential by us, Provided That we may use or disclose such data to the Authorities for any purpose whatsoever and the publication of such data shall be anonymous and communicated at an aggregate level.

- 2.6 [Not Used]

3 Green Building Obligations

- 3.1 You must co-operate with us to ensure that the Green Mark Certification (i.e. "***Green Mark Gold (for Existing Non-Residential Buildings)***") issued (or to be issued) by the Building and Construction Authority for the Building ("**Green Mark Certification**") is not affected or hindered in any way by your action or inactions. This includes ensuring that all of the following (collectively, the "**Green Building Obligations**") are complied with: