



Allocation No: 3003890  
Case No: MLM-CMA-0008046

**10 June 2021**

**EC&F PTE. LTD.**  
201504856M

333C Anchorvale Link  
#07-316  
Anchorvale Isles  
S(543333)

**Offered Tenancy Period:**

**16 June 2021 to 15 June 2024**

**Action Required By:**

**12 June 2021**

Dear Sirs

**OFFER FOR TENANCY OF JTC PREMISES AT 2 FUSIONOPOLIS WAY #01-05 INNOVIS SINGAPORE 138634 ("PREMISES")**

1. Thank you for your interest in renting the JTC Premises from us. This letter, together with the Attachment, comprises our offer to rent the Premises to you ("Offer") for the period from **16 June 2021 to 15 June 2024** ("Term").
2. The terms of your Tenancy are in the Attachment.
3. To accept our Offer, please do the following by **12 June 2021**:

|     | Action Required for Acceptance                                                                                                                                                                       |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (a) | <b>Prepare the Letter of Acceptance</b> (format enclosed).                                                                                                                                           |
| (b) | <b>Complete, sign and return by post to us the duly completed and signed Letter of Acceptance</b> , and <b>all additional documents</b> which we have listed in <u>Attachment (Part 2)</u> (if any). |
| (c) | <b>Make full payment</b> of the required sums (see payment breakdown and method in the <u>Attachment (Part 1)</u> ).                                                                                 |
| (d) | It is compulsory for subsequent payments under the Tenancy to be paid by GIRO deduction.                                                                                                             |



There will be no Tenancy between us if we do not receive by **12 June 2021** -

- (a) your duly signed original Letter of Acceptance;
- (b) a copy of Payment Advice for **\$8,364.11** paid to **JTC CORPORATION**, being the total amount as indicated in the Payment Table by other electronic methods as indicated in our website at <http://www.jtc.gov.sg>; or by GIRO.

|                      |                                             |
|----------------------|---------------------------------------------|
| Account Name:        | JTC Corporation                             |
| Bank Name:           | Oversea-Chinese Banking Corporation Limited |
| Bank Account Number: | 501104970001                                |
| SWIFT code:          | OCBCSGSG                                    |

Please quote **Company Name** in your payment and provide us with a copy of the payment advice for our verification.

- (d) your duly completed original GIRO authorisation form, or your written confirmation that all payments under the Tenancy are to be paid from your existing GIRO account with us; and
- (e) all additional documents which we have listed in Attachment (Part 2) (if any)

In such event, all payments will be refunded to you (without interest), and you must vacate the Premises by **15 June 2021**. Otherwise, double rent is payable by you for overstaying.

- 4. If you have any queries, you may contact our **JTC Contact Centre Hotline** at **1800 568 7000** or email us at [askjtc@jtc.gov.sg](mailto:askjtc@jtc.gov.sg).

Yours faithfully

(Signed)  
Hazel Liao  
Assistant Manager  
New Estates Division 2

**Attachment:**      Part 1:      Details  
                         Part 2:      Key Terms  
                         Part 3:      SpecialTerm  
                                                 -      FTF Checklist  
                         Part 4:      Standard Terms  
                         Part 5:      Floor Plan of Premises

**Enclosed:**      Format of Letter of Acceptance

**PART 1 (Details)**

|                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-----------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Premises                                                                    | <b>2 FUSIONOPOLIS WAY #01-05 INNOVIS,<br/>SINGAPORE 138634</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Company Name                                                                | <b>EC&amp;F PTE. LTD.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Trade Name                                                                  | <b>Coffee Hive</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| UEN Number                                                                  | <b>201504856M</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Authorised Use                                                              | <b>For the operation as an F&amp;B eatery, trading as<br/>"Coffee Hive"</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Estimated Area (" <u>Area</u> ")                                            | <b>72.50 sqm</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Term                                                                        | <b>16 June 2021 to 15 June 2024</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Total Rent per month<br>(inclusive of Rent + a Service<br>Charge component) | <b>Year 1: \$45.20 psm + 3% GTO<br/>Year 2: \$45.20 psm + 3% GTO<br/>Year 3: \$45.20 psm + 3% GTO</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Service Charge per month                                                    | <b>\$928.00 / \$12.80 psm</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| GTO Rent per month                                                          | <p><b>\$719.37 (Gross Turnover ("GTO") component)<br/>(being 3% of Projected Revenue of \$23,979.00)</b></p> <p>The GTO component of the Rent is calculated based on your highest declared projected sales throughout the Term. The Statement of Account has to be submitted to JTC without demand on the first day of the month and rental adjustments will be made quarterly (i.e. 4 adjustments per year). Audited Statement of Account for the Premises has to be submitted annually. In the event the Statement of Account is not presented to JTC, JTC will proceed to calculate the GTO component of the Rent based on your highest projected sales.</p> |
| Usage Charge per month                                                      | <p><b>Air-Conditioning Charges:</b><br/>\$0.010<br/>per square metre per hour of the Area<br/>[Monday to Friday: 6:00PM to 8:00AM, Saturday: 1:00PM to 8:00AM, Sunday and Public Holidays]</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|                                                                             | <p><b>Chilled Water Charges:</b><br/>\$0.28 per RTH</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Other Charges per month                                                     | <b>N/A</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Security Deposit Amount                                                     | <b>\$11,989.11</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

|                                                                                                                                                               |                                 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|
| (equivalent to <b>3 months' Gross Rent</b> )                                                                                                                  |                                 |
| <b>*Maximum Floor Loading</b><br><i>*(Note: You must not exceed the Maximum Floor Loading and must ensure that the permitted load is evenly distributed.)</i> | <b>5.0 kN/m<sup>2</sup></b>     |
| <b>Other Terms and Conditions</b>                                                                                                                             | <b>See remaining Attachment</b> |

| <b>Payment Table -<br/>Payment Required for Acceptance of Offer</b>                                                                                 |                    |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| New Security Deposit Amount (by Banker's Guarantee)                                                                                                 | <b>\$11,989.11</b> |
| <b>LESS Existing Security Deposit Amount*</b><br><i>*Any excess deposit under the existing tenancy will be used for payments under the Tenancy.</i> | <b>\$4,200.00</b>  |
| Deposit Amount payable to Landlord                                                                                                                  | <b>\$7,789.11</b>  |
| Stamp Duty                                                                                                                                          | <b>\$575.00</b>    |
| <b>Total Amount Payable</b>                                                                                                                         | <b>\$8,364.11</b>  |

*Subsequent payments under the Tenancy to be paid by GIRO from your existing GIRO account.*

**PART 2 (Key Terms)**

*(The definitions in the Standard Terms apply to these Key Terms. The Standard Terms are at Attachment (Part 4) of the letter ("Letter") attaching these Key Terms. If there is any inconsistency, the conditions in Attachment (Part 1) attached to the Letter take precedence over these Key Terms, and these Key Terms take precedence over the Special Terms (at Attachment (Part 3)) of the Letter.)*

1. **"As is" basis**

The Premises are rented to you on an "as is" basis. You must not exceed the Maximum Floor Loading and must ensure that the permitted load is distributed so as not to cause damage to the floor and structural support.

2. **Operations Commencement Date**

You must commence business by the operations commencement date indicated below.

3. **Authorised Use**

You must comply with the Authorised Use.

4. **Approvals**

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

5. **Option to Renew-**

Presently, you do not have an Option to Renew. However, nearer the expiry of the Term, we will assess if you qualify for renewal. If you qualify, we will notify you of the revised rent and other renewal conditions then.

6. **Rent, Service Charge and other payments**

6.1 The Rent, Service Charge and all other charges (if any) payable by you are set out in Attachment (Part 1) (Details) of the letter attaching these Key Terms.

6.2 The Rent and Service Charge should be paid 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.

(a) The Rent and Service Charge should be paid 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.

(b) 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.

6.3 **Mode of Payment**

(a) You must pay to us the Rent, Service Charge, Usage Charge (if any), any other charges (if any) and GST, by GIRO from your designated bank account. The Rent, Service Charge, Usage Charge (if any) and any other charges (if any) exclude GST. GST is payable by you.

(b) If –

(b1) you do not have any GIRO arrangement for payment of the amounts due to us; or

(b2) at any time during the Tenancy, the GIRO payment is not effected, or the GIRO arrangement is discontinued for whatever reason (including in the event your designated bank account has any GIRO limit, or there are insufficient funds in your designated bank account),

you must immediately pay to us –

(b3) the amounts due to us by other electronic methods as indicated in our website at <http://www.jtc.gov.sg>; and

(b4) an administrative fee based on our then prevailing policies. Please refer to our website at <http://www.jtc.gov.sg> for the applicable fee.

7. **Fitting Out**

Not Used.

8. **Security Deposit**

The Security Deposit payable by you is set out in Attachment (Part 1) (Details), and must be maintained throughout the Term.

9. **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.

10. **Early Termination by Written Notice**

You may terminate the Tenancy by giving us not less than 3 months' prior written notice, or paying us 3 months' rent-in-lieu, without affecting any accrued rights or remedies of either party.

11. **Green Building Obligations**

The Premises are located within a building which has been issued (or is to be issued with) with the "Green Mark Platinum" Certification by the Building and Construction Authority. You must comply with the clause titled "Green Building Obligations" in the *Attachment (Part 3) (Special Terms)*.

12. Not Used.

13. Not Used.

14. **Control Requirement**

14.1 The Control Requirement must be complied with throughout the Tenancy, failing which it will be deemed to be a breach of Your Obligations. Our prior consent is required for any change to the Control Requirement.

14.2 For the purpose of this clause 14, "**Control Requirement**" means that the following persons, whether individually or in any combination, must directly own more than 50% of your issued shares:

15. **Guidelines**

The following guidelines (which are subject to change from time to time) are applicable to you and can be found at <http://www.jtc.gov.sg>:

- ☐ Schedule of Statutory Controls for Flatted, Ramp-up and Stack-up Factory Customers
- ☐ Schedule of Statutory Controls for Land, Standard Factory and Workshop
- ☐ Technical Guidelines on Environmental Baseline Study (2010 Edition) (where applicable)
- ☐ Tenant's Guide Book (at your respective Estate's homepage) (where applicable)

**PART A**

For compliance with the Code of Conduct for Leasing of Retail Premises in Singapore (and the applicable Law) ("FTF")

**Attachment:**     *FTF Checklist*

**A1.     Point-of-Sale System**

- (a) Based on our prevailing policy, you are required to subscribe to our point-of-sales system ("JTC POS System").
- (b) You must subscribe at your own cost to the JTC POS System and ensure that all transactions conducted at the Premises are recorded and completed solely through the JTC POS System.
- (c) You must submit a duly completed JTC POS System Connection Form (which we will forward to you) before the Tenancy Commencement Date, or such other date as may be required by us.
- (d) To enable you to share your sales data with us:
  - (i) if your existing point-of-sales ("POS") system is compatible for integration with the JTC POS System, the costs for ad-hoc POS integration (including software) with the JTC POS System must be borne by you and us on a 50:50 cost sharing basis.
  - (ii) if your existing POS system is not compatible for integration with the JTC POS System and you have to purchase a new POS system in order to integrate with the JTC POS System, the set up costs for such new POS system and the costs for the ad-hoc POS integration (including software) with the JTC POS System must be borne by you and us on a 50:50 cost sharing basis.
- (e) Each party must pay for its own costs for the regular maintenance of its own POS system.

**A2.     Sales Audit Fee**

- (a) If your POS system is integrated to the JTC POS System:
  - (i) You must submit to us an annual audited sales report. The costs of such annual audited sales report shall be shared by you and us on a 50:50 basis.
  - (ii) In place of an annual audited sales report submission, you are allowed to provide an upfront monthly undertaking by your director or Certified Public Accountant (CPA) on the accuracy of sales submission concurrently with your monthly sales submission together with an annual statutory declaration by your director.
- (b) If your POS system is not integrated to the JTC POS System, you must comply with our requirements for sales verification as set out in the Tenancy. If we require for an annual sales audit to be conducted and submission of an annual audited sales report, you must bear the full costs of such annual sales audit.

**A3.     Service Charge, Advertising and Promotion (A&P) Charges**

- (a) For the purposes of this clause, the term "overall gross rent" shall mean the Rent, Service Charge, and A&P charge (if any).
- (b) Notwithstanding clause 6 of the Key Terms (*Rent, Service Charge and other payments*) and clause 4.2(b) of the Standard Terms (*Payments*), if there is any increase in the Service Charge

during the Tenancy, the A&P charge (if any) will be adjusted such that the overall gross rent payable by you during the Tenancy after such adjustment in the Service Charge and the A&P charge (if any) does not increase.

A4. **Pre-Termination due to our Redevelopment Works**

[Not Used.]

A5. **Pre-Termination by You**

See clause 10 of the Key Terms (*Early Termination by Written Notice*).

A6. **Replacement of Clause 4.4(f) of the Standard Terms**

The existing Clause 4.4(f) 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 4.4(f) of the Standard Terms                                                                                                                                                       | New Clause 4.4(f) of the Standard Terms                                                                                                                                                            |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>“(f) In the Tenancy, the term “<b><u>Security Deposit Amount</u></b>” refers to an amount equivalent to the total of 6 months’ fixed recurring charges, unless we agree to a lower amount.”</p> | <p>“(f) In the Tenancy, the term “<b><u>Security Deposit Amount</u></b>” refers to an amount equivalent to the total of 3 months’ fixed recurring charges, unless we agree to a lower amount.”</p> |

A7. **Building Maintenance**

We are responsible for any loss or damage suffered by you due to gross negligence or wilful default on our part to maintain the Building where the Premises are located.

A8. **Dispute Resolution**

In the event of any non-compliance by us or you with this Part A, either party may refer the matter to the Fair Tenancy Framework Industry Committee (FTIC), in accordance with the FTF.

**PART B**

**B1. Submission of Gross Turnover**

- (a) You must permit workmen, agents or contractor access to the Premises for the purpose of installing or maintaining the JTC POS System.
- (b) At the end of each trading day, you must submit the daily Gross Turnover (defined below) figure to us upon installation of the JTC POS System.
- (c) The "Gross Turnover" in any month or any part of a month shall mean the aggregate of all amounts invoiced, charged, received or receivable:
  - (i) for all goods/services sold or performed, delivered, leased, hired or otherwise disposed of;
  - (ii) from all business of any nature whatsoever conducted, including sales from the common areas and / or pushcarts (if any), mail order sales, telephone sales, online sales or sales otherwise done electronically, and sales for which home and office delivery service.
- (d) The Gross Turnover shall not include:
  - (i) all amounts received or receivable by you 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;
  - (ii) any discounts and trade-ins;
  - (iii) 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 were included in the Gross Turnover previously;
  - (iv) 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; and
  - (v) interest charges and credit account service charges.
- (e) You acknowledge that the JTC POS System used at the Building is not owned by us and agree not to hold us liable or responsible in the event of a system failure resulting in data not being captured and other consequential loss, damage or expense to you.

**B2. Nuisance or disturbance**

You shall:

- (a) not cause any obstruction or interference with the works of other tenants or occupiers of the Building;
- (b) not cause or permit any obstruction in the carpark, on the approaches to the carpark or on the roads leading to or from the Estate; and
- (c) not cause any interference or disruption of the communication system in the Building belonging to us or the tenants or occupiers of the Building.

**B3. Waste Disposal**

You shall ensure the proper, efficient, complete and safe removal or disposal of all waste (without littering in the common areas of the Estate or Building as the case may be, in the process of removal or disposal) from the Premises by the end of each working day (which shall include proper bagging and sealing of waste to prevent leakage) to the bin center to our satisfaction and that of the Authorities, for collection by our appointed agent that same night, such that at no time shall waste be left overnight and disposed of only the next morning.

**B4. Fire, emergency and security**

(a) You shall:

- (i) at all times comply and ensure compliance with all fire, emergency and security procedures (including procedures about the use of the common areas in the Estate and the Building Control Act (Cap. 29)), and in this connection use best endeavours to adopt our recommendations (if any);
- (ii) upon notification of any fire, emergency or security incident, crisis or drill, render its full cooperation and ensure that your sub-tenants (if any) render their full cooperation, to us and the Authorities and to any person authorised by us or the Authorities to handle the incident, crisis or drill; and
- (iii) adopt and implement every reasonable precaution against fire and comply with our recommendations (if any) as to fire precaution.

(b) You shall at all times secure the Premises and ensure and be responsible for the security of the Premises. For the avoidance of doubt, we shall maintain the security of the common area of the Building and Estate and we are not obliged to secure the Premises or perform any security services in respect of the Premises. Should our security agents or contractors assist you in any incident or event in respect of or from or arising out of the Premises, you shall not hold us responsible for, and shall fully indemnify and keep indemnified us against, any Loss.

**B5. Registered Marks**

You shall not use any mark registered by us in any way whatsoever (such marks including, the marks "Fusionopolis" and "one-north"), unless your use of the subject mark is expressly authorised by us in writing, prior to the commencement of the said use.

**B6. Advertisements and Signs**

- (a) You shall not except with our prior written consent and in a style and manner previously approved in writing by us, place or display on the exterior of the Premises or on the windows or inside the Premises so as to be visible from the exterior of the Premises, the Building or the Estate, any name, writing, notice, sign, illuminated sign, display of lights, placard, poster, sticker or advertisement. In this regard, we reserve the absolute right not to grant consent.
- (b) If any name, writing, notice, sign, placard, poster, sticker or advertisement shall be placed or displayed in breach of these provisions, to permit us to enter the Premises and to remove such name, writing, notice, sign, placard, poster, sticker or advertisement or the furniture or fitting bearing such name, writing, notice, sticker or advertisement and to pay to us on demand the expense of so doing.

**B7. Name of Building**

Without prejudice to any of the foregoing, you shall not, without our prior written consent -

- (a) use the name "**Fusionopolis**" or, if there is a change in the Building or Estate name, the Building's or Estate's new/current name, as part of your trade or business name; or
- (b) use a name, trade mark or service mark which includes the name of the Building, Estate or any derivative name sounding similar thereto for any purpose whatsoever; or
- (c) use any picture or likeness of the Building, Estate or of the Premises in its logo, trade mark or other mark, sign or emblem whether for the purpose of its trade or otherwise,

Except That you may incorporate references to and illustrations and sketches of the Building in dockets, vouchers, catalogues, advertisements or sale promotions materials relating to the business carried on by you in the Premises.

**B8. Temporary Use of Common Area**

- (a) You shall submit a written request to us for any use of the common area or part thereof or any area outside of the boundary of the Premises for our consent.
- (b) 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.
- (c) For the avoidance of doubt, 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 or part thereof, or of the said area outside of the boundary of the Premises.
- (d) For the avoidance of doubt, reference to "use" in this clause shall include the placement of any material or movable structure at the said area.

**APPENDIX 1 OF PART D**  
**CHECKLIST**  
**(REFERRED TO IN PARAGRAPH 1.1 OF PART D)**

*(Note: Landlord shall complete and provide the Checklist to tenant together with the first draft of the lease agreement in respect of Qualifying Retail Premises. Where there are any deviation in any of the Leasing Principles, landlord must indicate the same by checking the box under "Deviation" column and may include remarks under the "Remarks" section. Please ensure that one box is checked for every item in this Checklist.*

*The Code of Conduct only allows for deviations in the Leasing Principles which are indicated with an asterisk (\*), if such deviation is mutually agreed by both landlord and tenant. No deviations are allowed for Leasing Principles which are not indicated with an asterisk (\*).*

*If landlord and tenant mutually agree to the deviation, kindly initial in the two boxes below the check box. Please do not initial in the box if you do not agree to the deviation.*

*If a Leasing Principle is not applicable to the lease agreement, parties may indicate this by checking the box indicating that it is "Not Applicable", e.g. if the rent structure in the lease agreement does not comprise a GTO Rent, the "Not Applicable" section under S/N 2.2 must be checked.)*

| S/N                                                                        | Leasing Principle                                          | Code - Compliant                                                                                 | Deviation from Code?                                                                                                                                                                                                                                                                                           | Not Applicable                                                                                                                      |        |                                                  |  |  |
|----------------------------------------------------------------------------|------------------------------------------------------------|--------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|--------|--------------------------------------------------|--|--|
| <b>PART B OF CODE OF CONDUCT: LEASING PRINCIPLES FOR KEY TENANCY TERMS</b> |                                                            |                                                                                                  |                                                                                                                                                                                                                                                                                                                |                                                                                                                                     |        |                                                  |  |  |
| 1.                                                                         | * Exclusivity                                              | <input checked="" type="checkbox"/><br><small>To check if there is no exclusivity clause</small> | <input type="checkbox"/><br><table border="1" style="width: 100%;"><tr><td style="width: 50%; text-align: center;">Landlord</td><td style="width: 50%; text-align: center;">Tenant</td></tr><tr><td colspan="2" style="text-align: center;"><small>To initial if deviation is agreed</small></td></tr></table> | Landlord                                                                                                                            | Tenant | <small>To initial if deviation is agreed</small> |  |  |
| Landlord                                                                   | Tenant                                                     |                                                                                                  |                                                                                                                                                                                                                                                                                                                |                                                                                                                                     |        |                                                  |  |  |
| <small>To initial if deviation is agreed</small>                           |                                                            |                                                                                                  |                                                                                                                                                                                                                                                                                                                |                                                                                                                                     |        |                                                  |  |  |
|                                                                            | <b>Remarks:</b>                                            |                                                                                                  |                                                                                                                                                                                                                                                                                                                |                                                                                                                                     |        |                                                  |  |  |
| 2.                                                                         | Costs to Prepare the Lease Agreement and Third Party Costs |                                                                                                  |                                                                                                                                                                                                                                                                                                                |                                                                                                                                     |        |                                                  |  |  |
| 2.1                                                                        | General Principles on all Costs                            | <input checked="" type="checkbox"/>                                                              |                                                                                                                                                                                                                                                                                                                |                                                                                                                                     |        |                                                  |  |  |
| 2.2                                                                        | Point-of Sales system (POS system)                         | <input checked="" type="checkbox"/>                                                              |                                                                                                                                                                                                                                                                                                                | <input type="checkbox"/><br><small>To check if the rent payable to landlord does not comprise GTO Rent</small>                      |        |                                                  |  |  |
| 2.3                                                                        | Costs to Prepare the Lease Agreement                       | <input checked="" type="checkbox"/>                                                              |                                                                                                                                                                                                                                                                                                                |                                                                                                                                     |        |                                                  |  |  |
| 2.4                                                                        | Fees for Tenant-Initiated Requests                         | <input type="checkbox"/>                                                                         |                                                                                                                                                                                                                                                                                                                | <input checked="" type="checkbox"/><br><small>To check if there are no ancillary documents at the time of lease preparation</small> |        |                                                  |  |  |
| 2.5                                                                        | Third Party Costs                                          |                                                                                                  |                                                                                                                                                                                                                                                                                                                |                                                                                                                                     |        |                                                  |  |  |
| 2.5.1                                                                      | General Principles on Third Party Costs                    | <input checked="" type="checkbox"/>                                                              |                                                                                                                                                                                                                                                                                                                |                                                                                                                                     |        |                                                  |  |  |

| S/N | Leasing Principle                                                 |                            | Code - Compliant                                                                                         | Deviation from Code?                                                                   | Not Applicable                                                                                                                                                                                                    |
|-----|-------------------------------------------------------------------|----------------------------|----------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|     | 2.5.2                                                             | Sales Audit Fees           | <input checked="" type="checkbox"/>                                                                      |                                                                                        | <input type="checkbox"/><br>To check if the rent payable to landlord does not comprise GTO Rent                                                                                                                   |
|     | 2.5.3                                                             | Public Liability Insurance | <input checked="" type="checkbox"/>                                                                      |                                                                                        | <input type="checkbox"/><br>This box may only be checked if the floor area of the leased premises is more than 15,000 square feet                                                                                 |
|     | 2.5.4                                                             | Electricity Charges        | <input checked="" type="checkbox"/>                                                                      |                                                                                        |                                                                                                                                                                                                                   |
| 3.  | Advertising and Promotion Charge and Service Charge               |                            | <input checked="" type="checkbox"/>                                                                      |                                                                                        | <input type="checkbox"/><br>To check if there is no A&P charge or service charge payable to landlord                                                                                                              |
| 4.  | Pre-termination by Landlord due to Landlord's Redevelopment Works |                            | <input type="checkbox"/>                                                                                 |                                                                                        | <input checked="" type="checkbox"/><br>To check if landlord does not require the right to pre-terminate the lease for redevelopment works                                                                         |
| 5.  | * Sales Performance                                               |                            | <input checked="" type="checkbox"/><br>To check if there is no sales performance clause                  | <input type="checkbox"/><br>Landlord      Tenant<br>To initial if deviation is agreed  |                                                                                                                                                                                                                   |
|     | Remarks:                                                          |                            |                                                                                                          |                                                                                        |                                                                                                                                                                                                                   |
| 6.  | Pre-Termination by Tenants                                        |                            | <input checked="" type="checkbox"/>                                                                      |                                                                                        | <input type="checkbox"/><br>To check if tenant does not require the right to pre-terminate the lease for exceptional conditions<br><br>Tenant<br>To initial if tenant does not require the right to pre-terminate |
| 7.  | * Security Deposit                                                |                            | <input checked="" type="checkbox"/><br>To check if security deposit does not exceed 3 months' gross rent | <input type="checkbox"/><br>Landlord      Tenant<br>To initial if deviation is agreed. | <input type="checkbox"/><br>This box may only be checked if floor area of premises is more than 5,000 square feet and/or lease term is more than 3 years                                                          |
|     | Remarks:                                                          |                            |                                                                                                          |                                                                                        |                                                                                                                                                                                                                   |
| 8.  | Floor Area Alterations                                            |                            | <input checked="" type="checkbox"/>                                                                      |                                                                                        | <input type="checkbox"/><br>This box may be checked if lease is a renewal lease                                                                                                                                   |
| 9.  | Building Maintenance                                              |                            | <input checked="" type="checkbox"/>                                                                      |                                                                                        |                                                                                                                                                                                                                   |

| S/N                                                 | Leasing Principle                                                                   | Code - Compliant                                                                                | Deviation from Code?                                                                                                                                                | Not Applicable                                                                                                                                |        |                                   |  |  |
|-----------------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|--------|-----------------------------------|--|--|
| 10.                                                 | *Rental Structure                                                                   | <input checked="" type="checkbox"/><br>To check if rent structure is not an "either/or" formula | <input type="checkbox"/><br><table border="1"> <tr> <td>Landlord</td><td>Tenant</td></tr> <tr> <td colspan="2">To initial if deviation is agreed</td></tr> </table> | Landlord                                                                                                                                      | Tenant | To initial if deviation is agreed |  |  |
| Landlord                                            | Tenant                                                                              |                                                                                                 |                                                                                                                                                                     |                                                                                                                                               |        |                                   |  |  |
| To initial if deviation is agreed                   |                                                                                     |                                                                                                 |                                                                                                                                                                     |                                                                                                                                               |        |                                   |  |  |
| Remarks:                                            |                                                                                     |                                                                                                 |                                                                                                                                                                     |                                                                                                                                               |        |                                   |  |  |
| <b>PART C OF CODE OF CONDUCT: DATA TRANSPARENCY</b> |                                                                                     |                                                                                                 |                                                                                                                                                                     |                                                                                                                                               |        |                                   |  |  |
| 11.                                                 | Sales data metric is provided by Landlord at new lease negotiation                  | <input checked="" type="checkbox"/>                                                             |                                                                                                                                                                     | <input type="checkbox"/><br>This box may only be checked if landlord do not collect sales data from tenants as part of the GTO Rent structure |        |                                   |  |  |
| 12.                                                 | Landlords must share such sales data on a bi-annual basis to existing tenants       | <input checked="" type="checkbox"/>                                                             |                                                                                                                                                                     | <input type="checkbox"/><br>This box may only be checked if landlord do not collect sales data from tenants as part of the GTO Rent structure |        |                                   |  |  |
| 13.                                                 | Confidentiality clauses in lease agreements shall apply to both landlord and tenant | <input type="checkbox"/>                                                                        |                                                                                                                                                                     | <input checked="" type="checkbox"/><br>This box may only be checked if there is no confidentiality clause binding on both parties             |        |                                   |  |  |

**PART 4**

**Standard Terms and Conditions**  
**(Space)**

**1 Definitions and Interpretation**

1.1 In the Tenancy, the words and phrases below have the following meanings, unless the context requires otherwise:

**"Authorities"** - All relevant government and statutory authorities;

**"Building"** - The building (including all common areas, other premises and our fixtures and fittings) in which the Premises are located, and includes any part thereof;

**"Car-Park"** - All parking lots, roads, ramps and loading bays within the Estate, including any electronic or other parking systems;

**"Estate"** - The estate in which the Building is located, (including the Car-Park, all structures and all Utility Facilities whether located above or below ground) and any part of it;

**"Event of Insolvency"** - Includes your inability to pay debts, the presentation of a bankruptcy application against you, your entry into liquidation whether compulsory or voluntary (except for the purpose of reconstruction or amalgamation with our prior consent), the making of a proposal by you to creditors for composition in satisfaction of debts or a scheme of arrangement, or the appointment of a receiver, trustee or liquidator in respect of your property;

**"Law"** - All laws, statutes, legislation, by-laws, rules, orders, regulations, directions, orders, notices and requirements of the Authorities currently in force or which may be in force in future;

**"Loss"** - All actions, claims, summonses, judgements, orders, charges, demands, losses, damages, injuries, death, liabilities, penalties, proceedings, costs, expenses and inconvenience, of any kind and howsoever caused. For clarity, **"Loss"** includes loss of rent and service charge during the period required by us to carry out and complete the works to make good your default, including your default in reinstating the Premises to the standard required under the Tenancy;

**"Maximum Electricity Load"** - The maximum electricity load permitted by the Authorities or us;

**"Offer"** - our offer for the Tenancy of the Premises, which includes the attachments referred to in our offer;

**"Our Authorised Person"** - Each of our employees and authorised representatives;

**"Premises"** - As defined in the Tenancy, and includes any part of it. If there is more than one unit comprised in the "Premises", then the term "Premises" refers to each of the units comprised in the Building, including any part of each such unit. "Premises" also includes all our fixtures and fittings therein;

**"Refurbishment Works"** - As defined in Clause 3.2(d) of these Standard Terms;

**"Security Deposit"** - As defined in the Tenancy. If there are 2 or more Security Deposit amounts stated in the Offer, the term "Security Deposit" shall refer to the total of such amounts;

**"Security Deposit Amount"** - As defined in Clause 4.3(f) of these Standard Terms;

**"Service Charge"** - As defined in the Tenancy, and includes the Service Charge as revised by us;

**"Special Terms"** - The Special Terms and Conditions attached to the Offer;

**"Standard Terms"** - These Standard Terms and Conditions;

**"Take-Over Item"** - As defined in Clause 4.10 of these Standard Terms;

**"Tenancy"** - Our Offer and your acceptance. For clarity, at the end of the Tenancy, the Term also ends and vice versa;

**"Usage Charge"** - As defined in the Tenancy, and includes all charges for additional services and facilities referred to in Clause 4.5(a) of these Standard Terms and Usage Charges as revised by us;

**"Utility Facilities"** - The term includes sewers, drains, pipes, channels, wires, cables, ducts and other conduits above and below ground level, and the term "fittings" includes Utility Facilities;

**"We", "our" or "us"** - Jurong Town Corporation (also known as "JTC Corporation") incorporated under the Jurong Town Corporation Act (Cap. 150), its successors-in-title, and assigns;

**"Works"** - works as stipulated by us in the Offer.

**"You" or "your"** - The person to whom the Offer is issued, and includes his personal representatives, successors-in-title, and permitted assigns (if any);

**"Your Authorised Person"** - Each of your employees, agents, independent contractors, occupiers, visitors and all others under your control;

**"Your Items"** - Each of your machinery, fixtures, fittings, structures, installations, chattels, things and goods under your control including each Take-Over Item; and

**"Your Obligations"** - The terms, conditions, obligations and undertakings to be complied with by you under the Tenancy, including all conditions imposed by us in any consent or approval.

- 1.2 Other capitalized terms are defined in these Standard Terms, the Special Terms or the Offer (including, for clarity, the other attachments referred to in the Offer).
- 1.3 Words importing the singular include the plural and vice versa. Words importing the masculine, feminine or neuter genders are used interchangeably. Words denoting natural persons include corporations and firms and vice versa. Headings are for ease of reference only.
- 1.4 When our consent or approval is required, the consent or approval may or may not be given. If it is given, it must be in writing and on such terms and conditions as may be imposed by us, including payment of monies, and the restrictions in Section 17 of the Conveyancing and Law of Property Act (Cap. 61) will not apply.
- 1.5 Reference to a specific statute includes all its rules and regulations and all changes made to it from time to time.
- 1.6 Reference to "include" or "including" is to be construed as "include (without limitation)" or "including (without limitation)".
- 1.7 All Your Obligations are binding on all of you jointly and severally. You must comply with all Your Obligations at your own cost and expense, and to our satisfaction. If you are required to comply with any provision of the Tenancy, then you must ensure and procure that Your Authorised Person complies with such provision.
- 1.8 No exercise of any one right or remedy under the Tenancy, at Law or in equity, (unless otherwise provided in the Tenancy, at Law or in equity) will prevent the exercise of any other right or remedy. When we exercise our rights to enter or inspect the Premises, we and Our Authorised Person are entitled to bring workmen and equipment onto the Premises.
- 1.9 If there is any inconsistency between the Special Terms and these Standard Terms, the Special Terms take precedence over these Standard Terms.

## **2 Our Obligations**

- 2.1 If you comply with all Your Obligations, you may have quiet enjoyment of the Premises during the Term without any interruption from us, except as provided in the Tenancy.

## **3 Easements and Reservations**

- 3.1 During the Tenancy, you are entitled to the following if you comply with all Your Obligations:
  - (a) right to use the common corridors, toilets, stairs and lifts in the Building and the Estate in common with all persons authorised by us; and
  - (b) right to use the Utility Facilities located within the Building and the Estate for running of water, electricity, gas and telecommunications facilities to and from the Premises.
- 3.2 We and persons authorised by us also enjoy the rights listed in Clause 3.1 and the following:
  - (a) right to use the Utility Facilities located within the Premises, Building and the Estate for running of water, electricity, gas and telecommunication and to lay, install, make connections with, maintain, repair, renew, restore, alter or remove them for the purpose of or in connection with these rights;
  - (b) all other easements and ancillary rights as set out or implied in the Land Titles Act (Cap. 157);
  - (c) right of support and protection for the benefit of all other parts of the Building and the Estate; and
  - (d) right to redevelop, refurbish, alter, repair, maintain or in any way deal with, use or let the Building or the Estate, as we require, even if your right of access to light or air to the Premises or any other easements, may be affected, whether temporarily or otherwise ("**Refurbishment Works**").

## **4 Your Obligations**

### **Condition of Premises**

- 4.1 You agree to accept the Premises on an "as is" basis, including all defects (latent, inherent or otherwise), and be deemed to have full notice and knowledge of the state and condition of the Premises.

### **Payments**

- 4.2
  - (a) You agree to pay to us, the Rent, Service Charge, Usage Charge, Goods and Services Tax ("**GST**") at the prevailing rate, and all other sums due, in full and without any demand or deduction.
  - (b) We are entitled by notice, at any time, to revise the Service Charge, Usage Charge and other charges (if any). Such revisions will apply to you with effect from the date stated in the notice. If the Service Charge is increased, you will immediately top-up the Security Deposit held by us, such that the Security Deposit is maintained at the revised Security Deposit Amount throughout the Term.
- 4.3
  - (a) You agree to pay to us, a Security Deposit for the Security Deposit Amount, and maintain it at the Security Deposit Amount throughout the Term, as security for the performance of Your Obligations, and against any damage caused to any of our property by you or Your Authorised Person.
  - (b) We are entitled (but not obliged) to deduct from the Security Deposit for payment of unpaid sums or making good any Loss sustained by us in relation to any breach of Your Obligations. If the Security Deposit is insufficient, we are entitled to claim the difference from you.
  - (c) You agree to pay to us on demand, a sum equal to the amount deducted by us under sub-Clause (b) above, such that the Security Deposit is maintained at the Security Deposit Amount throughout the Term.

- (d) The Security Deposit (less deductions authorised under the Tenancy or Law) will be refunded to you (without interest) after the end of the Term.
  - (e) Not Used.
  - (f) In the Tenancy, the term “**Security Deposit Amount**” refers to an amount equivalent to the total of 6 months’ fixed recurring charges, unless we agree to a lower amount.
- 4.4
- (a) You agree to pay to us a Reinstatement Deposit in accordance with the Offer.
  - (b) We are entitled (but not obliged) to utilise and deduct the Reinstatement Deposit (or part thereof) for payment of such sums deemed necessary by us to reinstate the Premises in accordance with Your Obligations on reinstatement. If the Reinstatement Deposit is insufficient, we are entitled to claim the difference from you (including making a deduction from the Security Deposit).
  - (c) The Reinstatement Deposit (less authorised deductions under the Tenancy or Law) will be returned to you (without interest) after the end of the Term.
- 4.5 You agree to pay to us the following:
- (a) charges for all additional services and facilities provided by us including air-conditioning at the Premises outside the hours, or exceeding the number of hours stipulated by us, emergency power supply and connection charges and additional power supply in excess of the stipulated usage;
  - (b) interest at the rate of 8.5% per annum, or such other rate determined by us, for all unpaid sums from the due date until payment in full is received by us;
  - (c) if you withdraw from the Tenancy before the Tenancy Commencement Date, a sum equal to the prevailing market rent payable from the Possession Date up to the date the obligations under Clause 7 are satisfied, without affecting our rights and remedies under the Tenancy or at Law;
  - (d) if the Tenancy is for 3 years or less, any increase in property tax imposed by the Authorities due to any increase in the annual value or the applicable rate of property tax, in the proportion attributable to the Premises as determined by us; and
  - (e) legal fees, stamp duty and disbursements incurred in preparation of the Tenancy documents, and the legal fees relating to enforcement of Your Obligations on a full indemnity basis.
- 4.6 Where the Term is for more than 3 years, you will pay to the Authorities the property tax imposed by the Authorities in respect of the Premises.

**Maintenance and Occupation**

- 4.7 You agree to:
- (a) maintain and keep the Premises, and all items serving the Premises as stipulated by us from time to time, in good and tenable repair and condition (fair wear and tear excepted);
  - (b) remove, within or outside your Premises, 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 or the Authorities;
  - (c) contain and dispose of all waste, including pollutants and contaminants in accordance with our requirements.
- 4.8 You agree not to:
- (a) sublet, grant a licence, encumber or otherwise part with or share possession or occupation of the Premises or any part of it, or transfer, assign, charge, create a trust or agency over the Tenancy;
  - (b) do anything within the Premises or the Estate which in our view may be or may become a nuisance, annoyance or cause damage or inconvenience to the business or quiet enjoyment of any neighbouring premises;
  - (c) exceed the Maximum Floor Loading and ensure that the permitted load is evenly distributed;
  - (d) do anything which affects the structure or safety of the Building or which may delay or prevent the issuance of the Certificate of Statutory Completion;
  - (e) exceed the Maximum Electricity Load or interfere in any manner with the existing electrical design load, wirings, apparatus, fixtures or fittings in the Premises, Building or Estate;
  - (f) install or use any item that may cause heavy power surge, high frequency voltage or current, noise, vibration or any electrical or mechanical interference or disturbance which may disrupt any communication, electronic or similar system or any operations within the Estate;
  - (g) use the Car-Park (if any) within the Premises to store goods, equipment or containers;
  - (h) place anything beyond the boundaries of the Premises, or obstruct any common areas of the Building or Estate;
  - (i) keep any animal at the Premises;
  - (j) tap or use any utilities from any source/supply that is not arranged and paid by you;
  - (k) permit any person to sleep or reside in the Premises, temporarily or otherwise;

- (l) use the name of the Building or the Estate, as part of your trade or business name;
- (m) use or occupy the Premises for any purpose other than for the Authorised Use;
- (n) use the Premises for any illegal or immoral purpose;
- (o) without our prior consent –
  - (o1) carry out any additions or alterations works of whatever nature, or remove or install any fixtures or fittings at the Premises, including the internal partitioning, the external appearance of the Premises, doors, windows, grilles and walls;
  - (o2) display any sign on the exterior of the Premises except for your name in such place and manner approved by us;
  - (o3) bring into the Premises, Building or Estate, any bio-hazardous, corrosive, radioactive, flammable or other dangerous items;
  - (o4) make any application for conversion under Part IV of the Limited Liability Partnerships Act (Cap. 163A); and
  - (o5) do any act (including pass resolutions) which may result in the issue of a notice of amalgamation under Part VII of the Companies Act (Cap. 50) which may cause the Premises, or Tenancy, to be transferred to or vested in any amalgamated entity.

- 4.9 You agree to immediately inform us if there is any damage to the Premises, Building or Estate caused (directly or indirectly) by you or Your Authorised Person, and to restore the damage to our satisfaction, within the time stipulated by us.
- 4.10 If you took over the fixtures, fittings, additions and alterations installed by another person (each a “**Take-Over Item**”), you must comply with our requirements and obtain the Authorities’ approvals for each Take-Over Item. If the Authorities’ approval is not obtained for such Take-Over Item, you must remove the Take-Over Item, within the time stipulated by us.
- 4.11 You agree to:
- (a) insure all Your Items (including all Take-Over Items) and (at your discretion) take such other insurance (including public liability insurance) against all Loss;
  - (b) not do anything that will affect any insurance effected in respect of the Premises, Building or Estate, or cause such insurance to become void or voidable; and
  - (c) produce to us on demand the insurance policy and receipts of premium payment.
- 4.12
- (a) If the Premises are damaged/destroyed by fire, act of God or other cause beyond both parties’ control so as to render the Premises unfit for occupation or use, the Rent, Service Charge and Usage Charge or a fair and just proportion of these sums shall be suspended until the Premises are rendered fit for occupation and use.
  - (b) If the Premises continue to be unfit for occupation or use for more than 90 days after the first day of damage/destruction, then either party may, after the 90-day period, give to the other party a written notice to terminate the Tenancy within 1 month from the date of such notice, without affecting any accrued rights or remedies of either party.
  - (c) For clarity, this Clause does not apply to you if the damage/destruction is caused, directly or indirectly, by you or Your Authorised Person.

## **5 Compliance with Law and Regulations**

- 5.1 You agree to comply with:
- (a) the Law relating to Your Obligations and anything done at the Premises or the Estate;
  - (b) all requirements of the Authorities (including fire safety, exit lighting, exit sign, emergency lightings and ancillary use of floor space i.e. URA’s “60/40 Rule”). Some of these requirements are in the Schedule of Statutory Controls referred to in the Offer; and
  - (c) all our parking and other rules and regulations, made and amended from time to time, relating to the Building and the Estate.

## **6 Access to Premises**

- 6.1 You agree to permit us and Our Authorised Person to enter the Premises at reasonable times (and at any time during emergencies) to:
- (a) inspect the state of the Premises and the Building, and take inventory of Your Items;
  - (b) carry out Refurbishment Works, maintenance, repairs or other works to or in connection with the Premises or Building, as we consider fit;
  - (c) verify compliance with Your Obligations; and
  - (d) exercise any other rights granted to us under the Tenancy.
- 6.2 You agree to permit our prospective tenants to enter and view the Premises, by prior appointment and at reasonable times, during the last 6 months of the Tenancy.

**7 Expiry of Term and Reinstatement**

- 7.1 At the end of the Term, by expiry or otherwise (including withdrawal from the Tenancy (under Clause 4.5(c) of these Standard Terms) and termination (under Clause 4.12 of these Standard Terms)), you agree to:
- (a) deliver up the Premises to us in good and tenantable repair and condition;
  - (b) unless otherwise required by us in writing, to remove all fixtures, fittings, additions and alterations installed by you, each Take-Over Item, make good all damage due to such removal, and reinstate the Premises to our requirements (including completing the Works (if any) stipulated in the Offer); and
  - (c) if required by us, to carry out decontamination works, and to paint the Premises.
- 7.2
- (a) If you leave behind any item or any rubbish or discarded articles, and do not remove them within 14 days after our written request, we may sell, deal with or dispose the item as we think fit.
  - (b) It is deemed that the item belongs to you absolutely, and you must indemnify us against all claims made by a third party whose item has been sold or disposed of by us in good faith (which is presumed unless the contrary is proven).
  - (c) The proceeds will be used to offset all Loss incurred by us (including loss of rent and service charge) for the period during which the item is not removed from the Premises. Any balance proceeds will be returned to you upon our receipt of your written request.
- 7.3
- (a) If you fail to deliver vacant possession of the Premises at the end of the Term, you will be deemed to be holding over.
  - (b) Without affecting any of our rights or remedies, you must then pay to us, for the period of holding over, double the amount of Rent or double the prevailing market rent (whichever is higher), Service Charge and Usage Charge. There will be no renewal of the Tenancy by operation of law or pursuant to the provisions of the Tenancy.
  - (c) During the holding over period, all other terms of the Tenancy remain in effect.
  - (d) This Clause will not be construed as our consent for you to hold over for whatever reason.

**8 Breaches and Re-entry**

- 8.1
- (a) In the event of a breach of any of Your Obligations, you must immediately make good your default at your own cost and expense.
  - (b) If you fail to do so, without affecting any of our other rights or remedies, we are entitled (but not obliged) to carry out any works we consider necessary to make good your default.
  - (c) You must pay to us, on demand, the cost of such works.
- The enforcement of our rights under this Clause will not affect or diminish our rights elsewhere in the Tenancy.
- 8.2 We are entitled to re-enter the Premises (or any part of the Premises in the name of the whole) at any time (even if we had previously waived a right of re-entry) and to repossess the Premises, and the Tenancy will immediately determine, if:
- (a) the Rent, Service Charge, Usage Charge, or any other sum payable under the Tenancy remains unpaid in full or in part for 14 days after the due date (whether formally demanded or not);
  - (b) you are in breach of any other of Your Obligations and if such breach is capable of remedy, you have failed to remedy the breach within the period stipulated by us;
  - (c) any distress or execution is levied on Your Items at the Premises; or
  - (d) an Event of Insolvency occurs.
- 8.3 Re-entry under Clause 8.2 does not affect our rights or remedies in respect of any prior breach of Your Obligations (including the breach in respect of which the re-entry is made).
- 8.4 The following does not prejudice nor waive our rights or remedies in respect of any breach of Your Obligations:
- (a) any indulgence or extension of time granted by us or any forbearance of any breach of Your Obligations;
  - (b) any consent or approval given by us;
  - (c) any failure or omission by us to exercise any of our rights under the Tenancy or the Law;
  - (d) any receipt or acceptance by us of any payment or part payment of Rent, Service Charge, Usage Charge or other sums payable under the Tenancy; or
  - (e) any waiver, express or implied, by us of any other breach of the same or any other obligation.
- 8.5 This Clause will not oblige us to enforce or impose any provision against you or any other person occupying any premises in the Estate.

**9 Indemnity and Exclusions**

- 9.1 You are required to indemnify us from all Loss (excluding wilful misconduct and gross negligence by us or Our Authorised Person) which we may suffer or incur in relation to any of the following:
- (a) the use of the Premises or any other area of the Building or the Estate, by you or Your Authorised Person;

- (b) any occurrence within the Premises; and
- (c) any default of any of Your Obligations.

9.2 We are not liable for:

- (a) any act, omission, default (excluding wilful misconduct and gross negligence) by us or Our Authorised Person relating to the performance of any service provided by us, or the exercise of any of our rights;
- (b) any Loss that may be suffered by you or Your Authorised Person relating to –
  - (b1) any interruption (for whatever cause) in the services provided by us;
  - (b2) any event beyond our control (including acts of terrorism);
  - (b3) any exercise of any of our rights;
  - (b4) any subsidence or cracking of the apron/ground/production floor slabs of the Premises, or any other areas of the Estate;
  - (b5) any defect, latent or inherent or otherwise, in the Premises or the Estate;
  - (b6) any occurrence within the Premises or the Estate;
  - (b7) use of the Car-Park; and
- (c) any loss of quiet enjoyment of the Premises in relation to any of the events mentioned in this Clause.

10 **Other Conditions**

- 10.1 (a) We are entitled to assign or novate all our rights and interest and transfer our obligations under the Tenancy (including transfer of the Security Deposit and Reinstatement Deposit (if any)) to another person ("**In-coming Landlord**").
- (b) If we do so, you are deemed to have consented to such assignment or novation and will accept the In-coming Landlord as your new landlord and release us from all our obligations under the Tenancy, including our obligation to refund the Security Deposit, the Reinstatement Deposit (if any) and all other sums pursuant to the Tenancy.
- (c) You must execute such document as required by us relating to the assignment or novation.
- 10.2 (a) You must perform and observe the express and implied obligations imposed on us in the State Lease entered, or to be entered, into between us and the President of the Republic of Singapore in respect of the Estate ("**Head Lease**"), unless varied by the provisions of the Tenancy.
- (b) If the Building or Estate is acquired by the State/Government, or the Head Lease is terminated, for whatever reason, the Tenancy shall also terminate immediately, and neither party will have any claim against the other, except that any accrued rights or remedies will remain enforceable.
- 10.3 If there is a public emergency, we are entitled to deny/restrict access to the Premises, the Building and the Estate for so long as we deem necessary.
- 10.4 Any written notice is sufficiently served on you by leaving it at your registered business address, even if it is returned undelivered. Any written notice to us is sufficiently served by leaving it at our registered address and duly acknowledged by Our Authorised Person.
- 10.5 For purpose of the Distress Act (Cap. 84), all unpaid Service Charge, Usage Charge, interest, GST and all other sums will be deemed to be rent in arrears and recoverable in the manner provided in the said Act.
- 10.6 A person who is not a party to the Tenancy has no right under the Contract (Rights of Third Parties) Act (Cap. 53B) to enforce any of the provisions of the Tenancy.
- 10.7 If any provision of the Tenancy, at any time, is or becomes illegal, invalid or unenforceable in any respect, the remaining provisions of the Tenancy (insofar as they are severable from such illegal, invalid or unenforceable provisions) will in no way be affected or impaired.
- 10.8 The Tenancy constitutes the entire agreement between the parties and no variation of the Tenancy will be enforceable unless agreed in writing between us.
- 10.9 We, and you, agree to consider mediation at the Singapore Mediation Centre ("**SMC**") as one of the dispute resolution options for any dispute under the Tenancy. For clarity, there is no default by either party if the dispute is not referred for mediation at SMC before the start of court proceedings.
- 10.10 The Tenancy is governed by Singapore laws. You irrevocably submit to the exclusive jurisdiction of the Singapore courts.

**Letter of Acceptance**

*[On Tenant's Letterhead]*

Date :

Jurong Town Corporation- **New Estates Division 2**

The JTC Summit

8 Jurong Town Hall Road

Singapore 609434

**Attention: Hazel Liau**

**ACCEPTANCE OF OFFER FOR TENANCY OF JTC PREMISES AT 2 FUSIONOPOLIS WAY #01-05 INNOVIS SINGAPORE 138634 ("PREMISES")**

1. We refer to your letter of offer dated **10 June 2021** ("Letter"), together with the Attachment, (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 understand and agree that we will only be able to access, print and download our monthly e-statements through JTC's Customer Service Portal. We will refer to your Customer Service Portal guidelines available at <http://www.jtc.gov.sg> for more information.
3. As required, \*we enclose our duly completed GIRO authorisation form.
4. There is a binding Tenancy between us upon our due acceptance of the Offer in accordance with paragraph 3 of the Letter.

*(EXECUTION PORTION FOR SOLE PROPRIETORS AND PARTNERSHIPS)*

Yours faithfully,

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
@Signature:

\_\_\_\_\_  
@Signature:

Name:

@Name:

@Name:

NRIC no:

@NRIC no:

@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 authorised signatory: \_\_\_\_\_

Designation: \_\_\_\_\_

**in the presence of:**

\_\_\_\_\_

Name of witness:

NRIC No.:

## PART 5

### Floor Plan of Premises

Floor Plan of #01-05 Innovis (outlined in red)

