



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: JTC(L) MLM-CMA-0044982
Case Number: 344829

Date: 21 August 2019

SHIPSFOCUS SERVICES PTE. LTD.
1 FUSIONOPOLIS WAY
#05-02
SINGAPORE 138632

Attention: Ms. Jessica Kwan

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)
	A3008024	#02-29	82.5300	3.5000
		#02-27	45.2600	3.5000
		#02-28	80.6700	3.5000
(b)	Address and Postal Code:		77 #02-29 AYER RAJAH CRESCENT SINGAPORE 139954	
(c)	Plan of Premises:		As attached	

2.2 **Authorised Use**

The Authorised Use is set out below.

Private Lot No.:	Unit No.	Authorised Use
A3008024	#02-27/28/29	Research and Development of IT systems (Software / Platform / Web application 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)	26 October 2019
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. A3008024	#02-27/28/29	\$18.30 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. A3008024	#02-27/28/29	\$8.70 per square metre per month of the Area
You must pay the Service Charge in advance without demand or deduction on the first day of each month of the Term. We are entitled, at any time and from time to time, to increase the Service Charge.		

2.7 **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:
A3008024	#02-27/28/29	\$5,628.42 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 (e.g. cheque, cashier's order) or by electronic payment through JTC's Customer Service Portal (CSP) available at <http://www.jtc.gov.sg>. Subsequent monthly payments of Rent, Service Charge, Usage Charge (if any) and GST must be paid by interbank GIRO to our designated bank account. The Rent, Service Charge and Usage Charge (if any) exclude GST. GST is payable by you.

2.10 **Fitting Out**

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

2.11 **Early Termination by Written Notice**

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

2.12 **Green Building Obligations**

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

2.13 **No Representations**

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

2.14 **Guidelines**

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

3 **TO ACCEPT**

3.1 To accept this Offer, please let us have all the following items by 26 August 2019 (“**Offer Expiry Date**”):

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

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

Yours faithfully



Clara Woon Chian Chi
Asst Manager
Start-Up Dept
InfoComm Media & Start-Up Cluster
DID : 68833766
FAX : 65655301
E-MAIL : Clara_WOON@jtc.gov.sg
Encl

ATTACHMENTS

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

- ✓ **Payment Table**
- ✓ **Format of Letter of Acceptance**
- ✓ **Format of Banker's Guarantee for Security Deposit and/or Reinstatement Deposit**
- ✓ **Special Terms and Conditions:**
 - ✓ LaunchPad @ one-north Blocks 75,77 & 81
- ✓ **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
- ✓ Giro Form

PAYMENT TABLE

OFFER FOR TENANCY OF JTC SPACE KNOWN AS:

Private Lot No.	Unit No.:
A3008024	#02-27/28/29
at 77 #02-29 AYER RAJAH CRESCENT SINGAPORE 139954	

(the "Premises")

Private Lot No.	Unit No.:		Amount	GST at prevailing rate
A3008024	#02-27/28/29	Rent for one month	\$3814.82	\$267.04
		Service Charge for one month	\$1813.60	\$126.95
		Security Deposit	\$5,628.42	
		Stamp fee payable on Letter of Acceptance (which we will stamp on your behalf)	\$810.00	
Total Payable (inclusive of GST at prevailing rate)			\$12,460.83	

ShipsFocus Services Pte. Ltd.

Co. Reg. No. 201617984N
1 Fusionopolis Way #05-02 Connexis (South Tower) Singapore 138632
www.shipsfocus.com | +65 6470 9166 | admin@shipsfocus.com

23 August 2019

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.:
A3008024	#02-27/28/29
at 77 #02-29 AYER RAJAH CRESCENT SINGAPORE 139954	

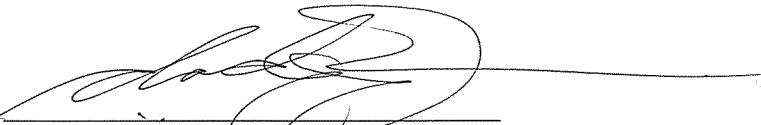
(the "**Premises**")

1. We refer to your letter of offer dated 21 August 2019, the Special Terms and Standard Terms referred to therein, (collectively, the "**Offer**") for the tenancy of the Premises and hereby confirm our acceptance of all the terms and conditions of the Offer.
2. We forward the following as confirmation of our acceptance:
 - (a) a cheque for S\$ 4,950.87 issued to **JTC CORPORATION**, being the total amount as indicated in the Payment Table.
 - (b) We confirm that the excess payment and security deposit, which amount to S\$ 7,509.96 under the Private Lot No. A3007922 are to be used to offset the total amount under the Tenancy.
 - (c) 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. 1900001174 with you.
3. We understand and agree that we will only be able to access, print and download our Statement of Accounts (SA) through JTC's Customer Service Portal (CSP). We will refer to your Customer Service Portal guidelines available at <http://www.jtc.gov.sg> for more information.
4. This acceptance together with the Offer constitutes a binding Tenancy Agreement between us.

(EXECUTION PORTION FOR PRIVATE/ PUBLIC LIMITED COMPANIES)

Yours faithfully,
For and on behalf of SHIPSFOCUS SERVICES PTE LTD

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



Signature of authorised signatory

Name of authorized signatory: Chua Chye Poh

Designation: Director

in the presence of:



Name of witness: Kwan Foon Sim

NRIC No.: S6921321I



Date

2	3	0	8	1	9
D	D	M	M	Y	Y

SECURA 30116792 1/1/18

Pay JTC CORPORATION

Singapore
Dollars

SGD4,950.87*

or Bearer

S\$

DBS Bank Ltd

SHIPSFOCUS SERVICES
PTE. LTD.

Cheque No.

Bank/Branch Code

Account No.

Please sign above this line

⑈3⑈300⑈24⑈7⑈7⑈003⑈003940⑈1620⑈

(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 SHIPSFOCUS SERVICES PTE. LTD. of 1 #05-02 FUSIONOPOLIS WAY SINGAPORE 138632 ("**Tenant**") the following premises:

Private Lot No.	Unit No.:
A3008024	#02-27/28/29
at 77 #02-29 AYER RAJAH CRESCENT SINGAPORE 139954	

("Premises") for a term ("**Term**") of 3 year(s) from 26 October 2019 and expiring on 25 October 2022 ("**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:

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

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

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

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 Additional Charges for Air-conditioning

You must pay air-conditioning charges at the rate of **\$0.009** per square metre per hour, for usage exceeding 55 hours per week, without demand or deduction on the same date as the Rent. We are entitled, at any time and from time to time, to increase such rate.

2.2 Additional Charges for Power Supply

You must pay the charges for the additional single phase power supply according to the prevailing electricity tariff set by SP Services, for any usage exceeding 55 hours per week (where such 55 hours is calculated on the usage of 30W per sqm of your Area), without demand or deduction on the same date as the Rent. The rate for such charges for additional power supply shall generally be based on the prevailing electricity tariff set by SP Services, save that we shall be entitled, at any time and from time to time, to increase such rate.

- 2.3 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.
- 2.4 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.
- 2.5 The following belonging to us have been installed in the Premises, and you must maintain and keep them in good, tenantable and working order:
 - (a) split air-condition unit;
 - (b) light fittings;
 - (c) fibre termination points;
 - (d) power points;
 - (e) telephone points; and
 - (f) partition.
- 2.6 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.

3 Green Building Obligations

3.1 You must co-operate with us to ensure that the Green Mark Certification (i.e. “**Green Mark Gold Plus**”) 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 during the Term. This includes ensuring that all of the following (collectively, the “**Green Building Obligations**”) are complied with:

- (a) All water fittings used within the Premises shall be labeled 3-ticks under the mandatory Water Efficiency Labelling Scheme issued by the Public Utilities Board.
- (b) Only low volatile organic compounds (VOC) paints certified under the Singapore Green Label Scheme (“**SGLS**”) by the Singapore Environment Council, or an equivalent body, are used within the Premises.
- (c) Only environmental friendly adhesives certified under the SGLS by the Singapore Environment Council, or an equivalent body, only are used within the Premises.
- (d) Energy Efficiency
 - (d1) Unitary Air Conditioning System [For Premises without the provision of Water-Cooled Chilled-Water Plant]
For unitary air conditioning system, the minimum design system efficiency of 0.62kW/RT for cooling load of less than 500 RT shall be installed.
 - (d2) Air Distribution System (For Mechanical Ventilation)
The overall efficiency of the air distribution system (with reference to Fan System Input Power) for the Premises shall not exceed the following minimum efficiency requirements:
 - (d2.1) 0.06 W/CMH for fan motor greater than or equal to 4kW (Constant Volume type);
 - (d3) Artificial Lighting
 - (d3.1) The design for the lighting system shall have an improvement of lighting efficiency, the lighting power budget for the different occupied spaces shall not exceed 7.1W/m² for office.
- (e) Daylighting Control
Day lighting control for perimeter lighting with on-off switches and/or dimmable ballast is adopted within all parts of the Premises
- (f) (f1) Each unit within the Premises is provided with sub-meter that shall be linked to our Building Management System (BMS) for energy consumption monitoring, and that they are grouped to allow for tracking of energy based on the following:
 - (f1.1) Lighting consumption;
 - (f1.2) ACMV consumption;
 - (f1.3) Receptacles consumption;
- (g) All recyclable wastes within the Premises shall be segregated from non-recyclable wastes and disposed of in the designated bins provided in the Premises;
- (h) All non-recyclable waste must be disposed of in the manner as prescribed by us;
- (i) Such other requirements, or good industry practices, as we may notify you from time to time.

3.2 If, at any time and from time to time, any works are to be carried out within the Premises (including fitting-out works, addition or alteration works), then you must within 7 days after completion of such works, submit a declaration (in the format prescribed by us) confirming that such works have been completed in accordance with the relevant plans approved by us.

Standard Terms and Conditions

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 Tenancy of the Premises, which includes these Standard Terms and the Special Terms;

"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 Interbank GIRO Arrangement" - Your interbank GIRO arrangement for payment of the Rent, Service Charge, Usage Charge and/or other sums due under the Tenancy;

"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.
- 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 Offer, Special Terms and these Standard Terms, the Offer takes precedence over the Special Terms and Standard Terms, and 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 Estate in common with all persons authorised by us; and
 - (b) right to use the Utility Facilities located within 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 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
 - (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 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 any 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) If, at any time, Your Interbank GIRO Arrangement is not effected, or is discontinued, for whatever reason, then you must pay to us, by such time stipulated by us, an additional sum so that the total Security Deposit paid to us is equivalent to the 3-Month Security Deposit Amount for the remaining period of the Term.
 - (f) In the Tenancy, the term "**Security Deposit Amount**" refers to an amount equivalent to –
 - (f1) if Your Interbank GIRO Arrangement is in effect, the total of 1 month's Rent (based on the Rent payable in the last year of the Tenancy), 1 month's Service Charge, and 1 month's Air-conditioning Charge (if any); or
 - (f2) if Your Interbank GIRO Arrangement is not effected or is discontinued, for whatever reason, the total of 3 months' Rent (based on the Rent payable in the last year of the Tenancy), 3 months' Service Charge, and 3 months' Air-conditioning Charge (if any), ("**3-Month Security Deposit 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 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 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;
 - (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);
 - (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; and
 - (o6) effect any change in the shareholding, constitution or membership of your company, sole-proprietorship or partnership. Consent may be granted subject to terms and conditions at our discretion. Where such change is needed pursuant to an order of court, you need only give us notice (with supporting documents) within 1 month of the change.

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, by 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 thereof 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 made available to you concurrently with 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 so 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 shall 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 Estate, by you or Your Authorised Person;
- (b) any occurrence within the Premises; and
- (c) any default of any of Your Obligations.

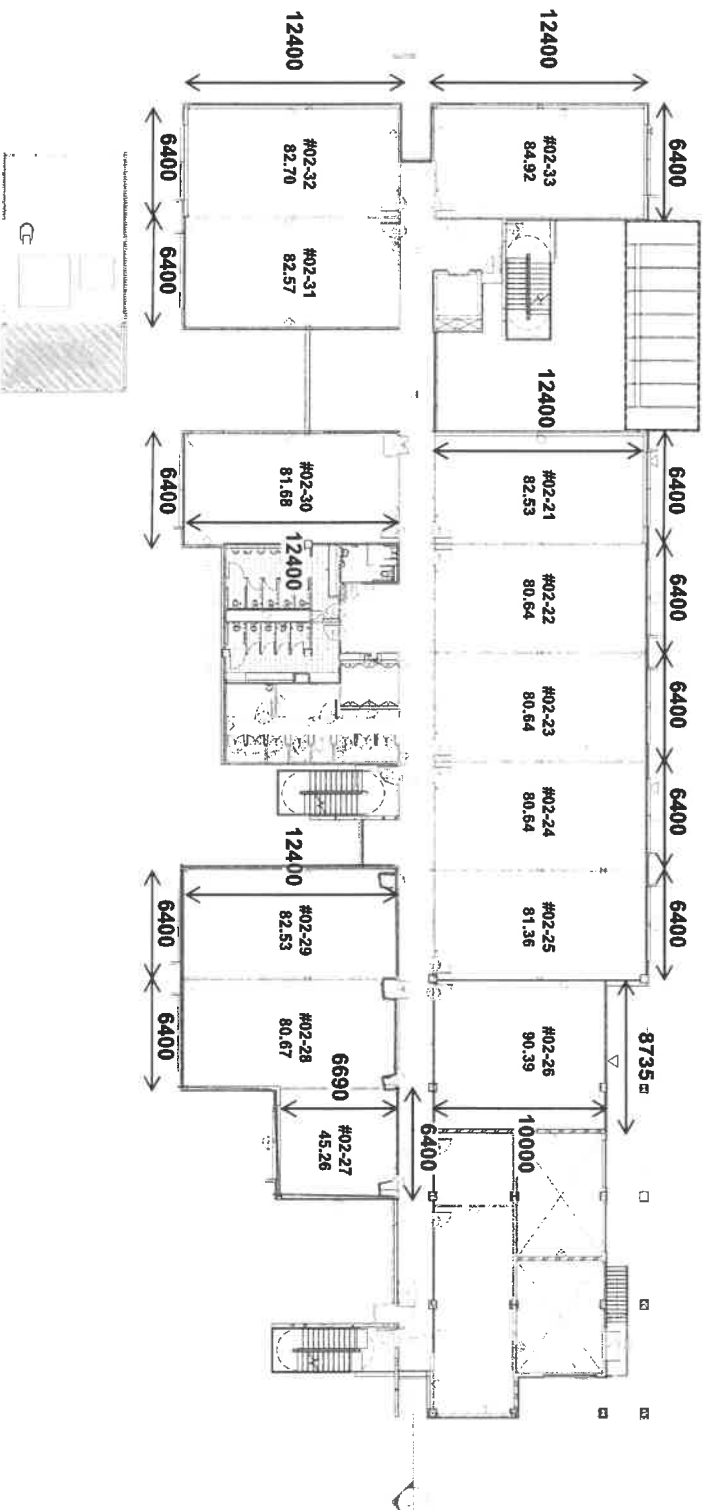
9.2 We are not liable for:

- (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 shall 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 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.



jtc

JTC Corporation

**2nd Storey
Allocation Plan
77 Ayer Rajah Crescent**
* Measurements based on estimates

E-STATEMENT FOR ALL NEW JTC CONTRACTS

1. Your Statement of Accounts will be available online via JTC's Customer Service Portal (CSP) as an e-Statement. Please refer to this weblink on steps to sign up and log into CSP: <http://www.jtc.gov.sg/customer-services/Pages/how-to-sign-up.aspx#pageheader>.
2. With e-Statements, you will be able to view your Statement of Accounts anytime, anywhere from your home or office via CSP.
3. You can choose to monitor and download your Statements up to the last 15 months.
4. Your e-Statement will be safe from unauthorised access as only nominated persons in your company can access your CSP account.
5. The e-Statement will be generated monthly (or fortnightly) for your viewing. Please note that you would need to log in to the CSP to view the full details of your e-Statement.
6. If you have any query, please feel free to contact the service officer for your account.

Standard Terms and Conditions

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 Tenancy of the Premises, which includes these Standard Terms and the Special Terms;

“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 Interbank GIRO Arrangement” - Your interbank GIRO arrangement for payment of the Rent, Service Charge, Usage Charge and/or other sums due under the Tenancy;

“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.
- 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 Offer, Special Terms and these Standard Terms, the Offer takes precedence over the Special Terms and Standard Terms, and 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 Estate in common with all persons authorised by us; and
- (b) right to use the Utility Facilities located within 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 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
- (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 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 any 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) If, at any time, Your Interbank GIRO Arrangement is not effected, or is discontinued, for whatever reason, then you must pay to us, by such time stipulated by us, an additional sum so that the total Security Deposit paid to us is equivalent to the 3-Month Security Deposit Amount for the remaining period of the Term.
 - (f) In the Tenancy, the term “**Security Deposit Amount**” refers to an amount equivalent to –
 - (f1) if Your Interbank GIRO Arrangement is in effect, the total of 1 month's Rent (based on the Rent payable in the last year of the Tenancy), 1 month's Service Charge, and 1 month's Air-conditioning Charge (if any); or
 - (f2) if Your Interbank GIRO Arrangement is not effected or is discontinued, for whatever reason, the total of 3 months' Rent (based on the Rent payable in the last year of the Tenancy), 3 months' Service Charge, and 3 months' Air-conditioning Charge (if any), (“**3-Month Security Deposit 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 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 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;
 - (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);
 - (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; and
 - (o6) effect any change in the shareholding, constitution or membership of your company, sole-proprietorship or partnership. Consent may be granted subject to terms and conditions at our discretion. Where such change is needed pursuant to an order of court, you need only give us notice (with supporting documents) within 1 month of the change.

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, by 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 thereof 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 made available to you concurrently with 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 so 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 shall 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 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 shall 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 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.