



16 October 2023

E-Solutions Electrical Pte. Ltd.
421 Tagore Industrial Avenue
#03-33 Tagore 8
Singapore 787805

Attention: Mr Lin Weiliang

Dear Sir,

**LETTER OF OFFER
LEASE OF THE PREMISES KNOWN AS 2 WOODLANDS SECTOR 1 #01-08
SINGAPORE 738068**

On behalf of DBS Trustee Limited (the "Landlord") as trustee of Mapletree Industrial Trust, we are pleased to offer you, **E-Solutions Electrical Pte. Ltd.** (the "Tenant") of **421 Tagore Industrial Avenue #03-33 Tagore 8 Singapore 787805** a lease of the above premises (the "Premises") on the following terms and conditions:-

1. Premises and Floor Area

- (a) Unit No. : **#01-08**
- (b) Demarcation (for identification purposes only): As shown edged in red on the plan(s) attached to Terms of Lease annexed as Annex 1.
- (c) Floor Area : **1,250** square metres

2. Permitted Use

- (a) Subject to paragraph 2(b) below, the Premises shall be used as a factory for the purpose of warehouse and wholesale of electrical and wiring accessories in accordance with guidelines of the Urban Redevelopment Authority and other applicable authorities and in connection with the Tenant's business.
- (b) The Tenant must apply for and obtain at its own expense all such approvals, consents, licences and permits from the relevant authorities as may be required in connection with the abovementioned uses and must ensure that such approvals, consents, licences and permits remain valid and subsisting throughout the Term. Until and unless the necessary approvals, consents, licences and permits have been obtained, the Tenant shall not use the Premises for the purpose specified in paragraph 2(a) above or for any other purpose.
- (c) In addition and without prejudice to the aforesaid, the Tenant must at all times comply promptly and fully with:-

Mapletree Facilities Services Pte Ltd
460 Alexandra Road, #04-01 mTower, Singapore 119963
tel 65 6377 6000 fax 65 6271 8428 www.mapletree.com.sg
UEN 200806354R

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- (i) all such requirements as may be imposed by any statute now or hereafter in force (including but not limited to all orders, rules, regulations, notices and requirements thereunder) or by any government or statutory authority on the occupier of the Premises (or any part thereof) or in respect of any of the abovementioned uses; and
- (ii) all rules and regulations from time to time made by the Landlord.

3. **Term**

Term : As specified in item 6 of the Third Schedule of the Terms of Lease.

4. **Rent and Service Charge**

- (a) Rent: As specified in item 3 of the Third Schedule of the Terms of Lease.
- (b) Service Charge: As specified in item 4 of the Third Schedule of the Terms of Lease.
- (c) The Service Charge shall be subject to increase by the Landlord from time to time.
- (d) The Rent and Service Charge (the "Gross Rent") shall be payable monthly in advance on the first day of each calendar month of the Term.

5. **Security Deposit**

- (a) The security deposit ("Security Deposit") payable by the Tenant shall be the amount specified in item 5 of the Third Schedule of the Terms of Lease, subject to revision in the event of adjustment of Rent against the actual surveyed Floor Area, if applicable.
- (b) The following deposits shall be furnished to the Landlord:-
 - (i) **\$22,200.00** (the "Initial Deposit") in cash shall be payable in advance upon the acceptance of this Letter of Offer, which will be applied towards payment of the Rent and Service Charge payable for the first month of the Term;
 - (ii) The Security Deposit shall be paid in cash upon the Tenant's acceptance of this Letter of Offer.
- (c) If for any reason whatsoever, the Tenant fails or refuses to make payment of the Security Deposit, then without prejudice to any other rights or remedies available to the Landlord, at law or in equity, the Landlord shall be entitled to:-
 - (i) terminate this agreement by written notice to the Tenant whereupon the Tenant's interest in the Premises shall cease and determine;
 - (ii) forfeit and retain for its own benefit the Initial Deposit; and
 - (iii) offer to lease the Premises to any other party without any reference to the Tenant. If on any such re-letting, the Landlord incurs a loss, the Tenant shall compensate the Landlord for all damages, costs and loss of rent

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suffered by the Landlord, which shall include all costs and expenses including all consequential losses incurred by any re-letting or attempted re-letting of the Premises.

6. Lease

The lease documents for this lease of the Premises (the "Lease") shall comprise this Letter of Offer and the Terms of Lease attached as Annex 1, which are deemed to be incorporated into this Letter of Offer. The Tenant's due acceptance of this Letter of Offer shall, together with the Terms of Lease constitute a valid and enforceable agreement between the Landlord and the Tenant in respect of the Premises.

The provisions of this Letter of Offer and the Terms of Lease attached shall not be amended, modified or varied in any way by the Tenant without the prior written consent of the Landlord.

7. Costs and expenses / GST

- (a) All amounts stated in this Letter of Offer and Terms of Lease are exclusive of goods and services tax ("GST"), unless expressly stated otherwise, and the Tenant shall where applicable pay GST on such amounts. GST shall be payable at the rate prevailing from time to time levied by the relevant tax authorities.
- (b) The stamp duty payable on the Letter of Offer and the Terms of Lease and all legal costs and disbursements incurred by the Landlord in the negotiation, preparation, completion and enforcement of this Letter of Offer and the Terms of Lease shall be paid by the Tenant on a full indemnity basis.
- (c) An administrative fee of **\$500.00** (the "Administrative Fee") is payable by the Tenant upon acceptance of this Letter of Offer.

8. Fitting Out Period

The Tenant shall be granted a fitting-out period ("Fitting-Out Period") to carry out and complete its fitting-out works to the Premises ("Fitting-Out Works"), free of Gross Rent, of the period specified in item 8 of the Third Schedule of the Terms of Lease. If the Tenant for any reason whatsoever prematurely terminates the Lease, the Tenant shall forthwith pay the Landlord the Gross Rent for the entire Fitting-Out Period as if it constituted part of the Term.

9. Fitting Out Deposit

The Tenant shall prior to the commencement of the Tenant's fitting-out works deposit with the Landlord a sum in cash as required in the Fitting-Out Manual (the "Fitting-Out Deposit") as security for making good damage to the Premises and the Building, the removal of all waste materials and debris arising from the Tenant's Fitting-Out Works and for the due compliance by the Tenant of the provisions of the Renovations/Fitting-Out Manual and Terms of Lease. The Fitting-Out Deposit shall be refunded to the Tenant free of interest less such sums as are payable to the Landlord within one (1) month after the Tenant has completed its fitting-out works in accordance with the terms set out in the Renovations/Fitting-Out Manual and the Terms of Lease.

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10. Tenant's Fitting Out Works

- (a) The Tenant may take possession of the Premises any time on or after the date of commencement of the Fitting-Out Period specified in item 8 of the Third Schedule of the Terms of Lease. Any delay by the Tenant in taking possession of the Premises or failure to take possession of the Premises for any reason whatsoever shall not affect the Tenant's obligations under the agreement constituted by the Tenant's acceptance of this offer and shall not be a ground for any delay or postponement of the date of commencement of the Term. All obligations under this Letter of Offer and the Terms of Lease will continue to bind the Tenant during the Fitting-Out Period, save and except for the obligation to pay Rent and Service Charge in respect of the Fitting-Out Period.
- (b) Subject to the Tenant obtaining the prior written approval of the Landlord in respect of its proposed interior design and layout, front design, electrical and air-conditioning specifications and details of all materials and finishes for its Fitting-Out Works, and subject to the Tenant obtaining all necessary approvals from the relevant authorities, the Tenant shall in accordance with the provisions of the Terms of Lease carry out at its own costs and expense the Fitting-Out Works to the Premises.
- (c) Prior to submission to the Landlord of the detailed plans for the Fitting-Out Works referred to in paragraph 10(b), the Tenant shall within fourteen (14) days of the Landlord's request furnish an artist's impression of proposed layout, interior design materials and finishes for the Premises.
- (d) The Tenant shall carry out the Fitting-Out Works in accordance with the Terms of Lease and the Fitting-Out Manual, a copy of which will be made available to the Tenant upon the Tenant's taking possession of the Premises, whichever is earlier.
- (e) All Fitting-Out Works shall only be carried out in the case of mechanical and electrical works by contractors nominated by the Landlord and in all other cases by contractors approved by the Landlord.
- (f) The Tenant may be allowed to commence business in the Premises during the Fitting-Out Period after completing its Fitting-Out Works, provided that the Tenant shall have given the Landlord prior written notice of the same. For the avoidance of doubt, no Rent or Service Charge shall be payable during the Fitting Out Period provided that the Tenant complies with all the terms and conditions of this Lease. The use and occupation by the Tenant of the Premises shall be allowed by way of a licence only during the Fitting-Out Period.

11. Services

In the event that the Tenant requires any service (which the Landlord has agreed to provide to the Premises and/or the Building under the Terms of Lease) to be supplied beyond the usual operating hours of the Building (as determined by the Landlord), the Tenant shall apply to the Landlord for such services to be provided during the extended hours and shall pay all costs and expenses for such services at the prevailing charges as may be determined by the Landlord from time to time. The provision of such services shall be within the reasonable discretion of the Landlord. Provided that nothing in this paragraph shall be

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construed as an obligation on the Landlord to provide any service which it has not agreed to do so under the Terms of Lease.

12. Default

(a) If any of the following events occurs:-

- (i) the Tenant withdraws or cancels or attempts to withdraw or cancel its acceptance of this Letter of Offer; or
- (ii) the Tenant fails or threatens to fail to comply with any of the terms and conditions of this Letter of Offer and the Terms of Lease (including but not limited to terms as to payment); or
- (iii) the Tenant becomes insolvent, or makes an arrangement or composition for the benefit of its creditors, or any step is taken for the bankruptcy, winding up or judicial management of the Tenant, or any receiver or manager is appointed over any of the assets or income of the Tenant, or any execution or attachment is levied upon or issued against any of the property of the Tenant,

then the Landlord shall, in addition to its rights and remedies including any right to damages resulting from the Tenant's breach, be entitled (but not obliged) to terminate the agreement between the parties constituted by the Tenant's acceptance of this Letter of Offer, by notice to the Tenant.

(b) Upon such termination under Clause 12(a):-

- (i) all sums previously paid by the Tenant to the Landlord prior to the occurrence of such event (including without limitation the Security Deposit or any part thereof) shall be forfeited absolutely to the Landlord;
- (ii) the Landlord will no longer be bound by any of the provisions of this Letter of Offer and the Terms of Lease and shall be entitled to lease the Premises to another party without reference to the Tenant;
- (iii) the Landlord will be entitled to claim against the Tenant for compensation for loss and damage suffered by the Landlord resulting from any breach by the Tenant of any of the terms and conditions of the Lease or arising as a result of such termination (subject to the Landlord's obligation under the law to mitigate its damages) including legal costs on an indemnity basis;
- (iv) where the Tenant has taken possession of the Premises, the Tenant shall immediately vacate the Premises and reinstate and yield up the Premises to the Landlord in its original state and condition; and
- (v) where the Tenant fails to vacate the Premises, it shall be lawful for the Landlord at any time thereafter to re-enter the Premises or any part thereof in the name of the whole and thereupon this lease shall absolutely cease and determine but without prejudice to the right of action of the Landlord in

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respect of any antecedent breach of the Tenant's stipulations herein contained.

13. Landlord's Right to Determine Lease

Notwithstanding the other provisions of this Letter, if, in the event the Landlord intends to redevelop retrofit or upgrade the Building or any part thereof, or sell the Building with vacant possession, the Landlord shall be entitled to determine this Lease by giving to the Tenant six (6) months' notice in writing to that effect and upon the expiry of such notice, the Term shall absolutely cease and determine and the Tenant shall (if still in occupation) reinstate the Premises in accordance with the provisions of the Lease and vacate the Premises without any claim whatsoever against the Landlord for any compensation, damages, interest, loss, costs or expenses, but such termination shall be without prejudice to any right of action of the Landlord in respect of any antecedent breach of the Lease by the Tenant.

14. Non-Merger Clause

The provisions of this Letter shall remain in full force and effect after the Tenant's acceptance of this Letter, to the extent that the Tenant has not performed the same and the same are not provided in the Terms of Lease. If there shall be any inconsistency between the provisions of this Letter of Offer and the Terms of Lease, the Terms of Lease shall prevail.

15. Reinstatement

Upon the expiry of the Term or the sooner determination of the Lease, the Tenant shall yield up the Premises and reinstate it to its original bare condition in accordance with the Terms of Lease.

16. No Representations

The Tenant shall accept the Premises "as is where is" on the date on which the Premises are made available to it. The Landlord shall not be bound by any statements, representations or promises with respect to the Building or in respect of the Premises, except as expressly set forth herein or in the Lease. The Landlord does not expressly or impliedly warrant that the Premises are or will be or remain adequate or suitable for all or any of the purposes of the Tenant and all warranties (if any) as to suitability or adequacy of the said premises implied by law are hereby expressly negated.

17. Headings

The headings in this Letter of Offer are inserted for the purpose of convenience only and shall not be deemed to be a part of or be taken into consideration in the interpretation of this Letter of Offer.

18. Other Terms and Conditions

- (a) The Tenant shall not lodge any caveat in respect of any of its rights title benefits or interests under the Lease and shall not register the Lease with the Singapore Land Authority.

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- (b) This offer is personal to the Tenant and the Tenant may not assign any of its rights title benefits or interests under the Lease.
- (c) The name of the building and unit number(s) of the Premises shall be subject to change at the Landlord's discretion.
- (d) Notwithstanding anything herein, the Landlord shall not be liable to the Tenant or its agents, servants or invitees for, nor shall the Tenant or its agents, servants or invitees have any claim against the Landlord in respect of:-
 - (i) any loss of life, personal injury or damage to property arising from or out of anything done in connection with the Premises; and
 - (ii) any loss or damage to the Premises or any property herein caused directly or indirectly by the main contractor or by any other contractor or any attendant, servant or employee of the Landlord in or about the performance or purported performance of any duty relating to the Premises.
- (e) This offer shall be conditioned upon the effective surrender of the Premises by existing tenant **Esen Polythene Co. Pte. Ltd.** on or before **31 October 2023** failing which this offer shall lapse and have no further effect and the Landlord shall refund any sums paid (free of interest) as soon as practicable.
- (f) The Tenant shall take over the premises, together with the fixtures and fittings in its existing condition and on an "as is where is" basis. Upon the termination or expiry of the Lease (whichever is earlier), the Tenant shall at its own costs and expenses reinstate the Premises to the original bare condition, failing which the Tenant shall fully indemnify the Landlord for all damages, costs and expenses incurred thereto by the Landlord. "Original bare condition" shall mean the state and condition before any alterations or fitting-out works were carried out by any of the previous tenants.
- (g) In addition and without prejudice to the other covenants, terms and conditions of the Lease, the Tenant shall observe the following:
 - (i) The Tenant shall not encroach the common areas at all times and will comply with all applicable fire safety laws and regulations.
 - (ii) In the event of any breaches under clauses 5.17 and/or 5.21 of the Terms of Lease by the Tenant, in addition to any remedies available to the Landlord for any such breaches, if the Tenant fails to rectify any such breach/es immediately after the Landlord has served a written notice on the Tenant to rectify the said breaches, the Landlord shall be entitled to forfeit the Deposit and the Tenant shall within seven (7) days of demand by the Landlord deposit with the Landlord a cash amount equivalent to six (6) month's Rent and Service Charge as security deposit.
 - (iii) Notwithstanding the aforesaid, if the Tenant breaches clauses 5.17 and/or 5.21 of the Terms of Lease, it shall be lawful for the Landlord at any time thereafter to re-enter the Premises or any part thereof in the name of the whole and thereupon this tenancy shall absolutely cease and determine

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but without prejudice to the right of action of the Landlord in respect of any antecedent breach of the Tenant's stipulations herein contained and for the loss of rental income which the Landlord shall be entitled to collect from the Tenant for the remaining term of the Lease.

19. Confidentiality

The Tenant shall keep confidential and shall not disclose the terms of this Letter of Offer, the Terms of Lease or any matter in relation to this Lease except with the prior written consent of the Landlord.

20. Third Parties

A person who is not a party to this Letter of Offer or the Terms of Lease has no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any term of this Letter of Offer or Terms of Lease.

To accept this Letter of Offer, please let us have the following:-

- (a) this Letter of Offer with the Acceptance portion duly signed together with the attached Terms of Lease bearing the initials of your authorised signatory at the bottom right-hand corner of every page thereof in the space provided;
- (b) payment for the sum of **S\$91,116.00** for the following:
 - (i) **S\$23,976.00** (including GST) pursuant to paragraph 5(b)(i) of the Letter of Offer;
 - (ii) **S\$540.00** (including GST) for the Administrative Fee;
 - (iii) **S\$66,600.00** for the Security Deposit;

via the following payment mode:

No.	Payment Mode	Details
1.	Electronic Bank Transfer	Account Name : DBST S/A MIT (REV) Bank Name : DBS Bank Ltd Swift Code : DBSSSGSG Account Number : 003-912870-3 (SGD)
2.	PayNow	UEN 197502043GMIT
3.	Cashier's Order/Cheque	drawn in favour of Mapletree Industrial Trust

- (c) payment for the sum of **S\$3,196.00** for the stamp duty on this Letter of Offer, via the following payment mode:

No.	Payment Mode	Details
1.	Electronic Bank Transfer	Account Name : Mapletree Facilities Services Pte. Ltd. (Stamp Duty) Bank Name : DBS Bank Ltd Swift Code : DBSSSGSG Account Number : 003-912485-6 (SGD)

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2.	PayNow	UEN 200806354R
3.	Cashier's Order/Cheque	drawn in favour of MFS Stamp Duty

- (d) for electronic bank transfer or PayNow, a valid proof of payment which can be a receipt (either a scan, a photo or a PDF) or a screenshot from your bank clearly showing:
- (i) our details and/or our account number
 - (ii) date — when the transfer was initiated
 - (iii) amount — the amount that you sent to us
 - (iv) currency — the currency in which your money was sent to us
 - (v) reference — the reference you added to your transfer **LM_LYG2_E-SOLUTIONS.**

This offer will lapse if not accepted by the Tenant in the manner provided herein within five (5) days hereof, whereupon this offer shall be of no further effect and the Landlord shall thereafter be free to offer to lease the Premises to any other person.

Yours faithfully



Seow Kamie
Vice President, Lease Management
Mapletree Facilities Services Pte. Ltd.
For and on behalf of the Landlord
DBS Trustee Limited
(UEN No. 197502043G)
as Trustee of Mapletree Industrial Trust
by its Attorney, Mapletree Industrial Trust Management Ltd.
(UEN No. 201015667D)
acting under a Power of Attorney dated 11 January 2012

/cbk

enc. Terms of Lease (v. 010423)

Landlord	Tenant
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ACCEPTANCE PORTION

To: DBS Trustee Limited
 (As trustee of Mapletree Industrial Trust)
 c/o Mapletree Industrial Trust Management Ltd
 10 Pasir Panjang Road
 #13-01 Mapletree Business City
 Singapore 117438

LETTER OF OFFER**LEASE OF THE PREMISES KNOWN AS 2 WOODLANDS SECTOR 1 #01-08 SINGAPORE 738068**

weiliang

*I/We, _____, for and on behalf of **E-Solutions Electrical Pte. Ltd.** (the Tenant) have read and understood fully the terms and conditions of your Letter of Offer dated **16 October 2023** and the Terms of Lease attached and confirm *my/our unconditional acceptance of the aforesaid terms and conditions.

*I/We enclose a proof of payment/cashier's order/cheque for the following:-

- (i) **S\$23,976.00** (including GST) drawn in favour of "**Mapletree Industrial Trust**" pursuant to paragraph 5(b)(i) of this Letter of Offer;
- (ii) **S\$540.00** (including GST) drawn in favour of "**Mapletree Industrial Trust**" for the Administrative Fee;
- (iii) **S\$66,600.00** drawn in favour of "**Mapletree Industrial Trust**" for the Security Deposit; and
- (iv) **S\$3,196.00** drawn in favour of "**MFS Stamp Duty**" for the stamp duty on this Letter of Offer.

Dated : 19-Oct-2023 | 4:51 PM SGT

Signature : 
 Name :
 Designation :
 Company Stamp : 
 *for and on behalf of : weiliang
 DIRECTOR

WITNESSED BY

Signature : 
 Name :
 NRIC/ Passport no. : Goh Lee Suan
 Nationality :
 SINGAPOREN

***to delete if inapplicable**

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INLAND REVENUE
AUTHORITY
OF SINGAPORE

Certificate of Stamp Duty

Stamp Certificate Ref No. : **053042-94LA3-1-443148523**
Stamp Certificate Issued Date : **19 Oct 2023**

Document Ref No. : **2310193762404 ver. 1.0**
Document Description : **Acceptance to Offer of Lease**
Date of Document : **19 Oct 2023**
Your File Ref No. : **(WLS) 2 #01-08**

Property : 2 WOODLANDS SECTOR 1 #01-08 SINGAPORE 738068

Landlord/ Lessor : DBS TRUSTEE LIMITED (UEN-LOCAL CO - 197502043G)

Tenant/ Lessee : E-SOLUTIONS ELECTRICAL PTE. LTD. (UEN-LOCAL CO - 202105831Z)

Stamp Duty : S\$3,196.00
Total Amount : S\$3,196.00

Check [stamp certificate authenticity](#) at MyTax Portal - Stamp Duty.

A90007501K - 19 Oct 2023
2310193762404

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