



Our reference: CG/CBPL/MIRXES/AMN/KL/FZ/LOO/2022-002

9 February 2022

MIRXES PTE. LTD.

Company Registration No. 201407328H
2 Tukang Innovation Grove
#09-02 JTC Medtech Hub
Singapore 618305

Attention: Zhou Lihan

Dear Sir/Madam,

PROPOSED LEASE OF SPACE AT 1 BIOPOLIS DRIVE, AMNIOS, SINGAPORE 138622 ("the Property")

LANDLORD : CRESCENDAS BIONICS PTE LTD
TENANT : MIRXES PTE. LTD.

We thank you for your interest in the Demised Premises (as defined below) and are pleased to offer the lease of the Demised Premises to you based on the following terms and conditions:-

1 Demised Premises

#02-02/03 at the Property with an agreed chargeable area of about **10,010** square feet as demarcated on the attached plan.

2 Condition of Demised Premises

As-is, where-is.

3 Rent

The Rent payable during the Term shall be **S\$54,054.00** per month (or **S\$5.40** per square foot per month plus GST thereon).

4 Service Charge

The Service Charge payable during the Term shall be **S\$7,507.50** per month (or **S\$0.75** per square foot per month) plus GST thereon.

5 Lease Term

The Term of the Lease is **three (3)** years with effect from Commencement Date of The Term subject to relevant authorities' approval (if applicable), an option to renew for a further term of three (3) years, subject to terms and conditions to be mutually agreed.

6 Lease Commencement Date

16 July 2022

7 Lease Expiry Date

15 July 2025

8 Handover Date

16 March 2022



9 Fitting Out Period

Four (4) months from the Handover Date of the Premises. The Fitting Out Period is free of Rent and Service Charge. The Tenant shall pay for Utility Charges and all other Outgoings during the Fitting Out Period.

10 Fitting Out Works and Plan

If the Tenant wish to carry out any Fitting Out Works, the Tenant shall at its own cost and expense engage qualified person(s) to prepare and submit all necessary plans for its Fitting Out Works to the Landlord and relevant authorities for endorsement and/or approval before commencement of any such works. If endorsement and/or approval is obtained, the Tenant shall engage only competent contractor(s) to carry out the Fitting Out Works whose works are to be carried out in good workmanlike manner and the Tenant further undertake to indemnify the Landlord for any loss or damage caused by or arising from such works.

11 Fitting Out Deposit

The Tenant shall prior to the commencement of the Fitting Out Works, deposit with the Landlord a sum of **S\$20,020.00** (equivalent to S\$2.00 psf) for the due performance by the Tenant of its obligations pursuant to paragraph 10 above. The Landlord shall refund to the Tenant the Fitting Out Deposit or the balance thereof (as the case maybe) without interest within 60 days of the Tenant's notice to the Landlord of the completion of its Fitting Out Works and the submission to the Landlord of a complete set of approved and as-built plans (including but not limited to a Fire Safety Certificate, where applicable) in respect of the Fitting Out Works.

12 Proposed Usage / Permitted Use

The Demised Premises shall be used for ancillary office and R&D laboratory subject to the Landlord and/or relevant authorities' approval and URA's 60/40 rule.

13 Deposits

The following Deposits are payable in the form of cash and are to be held by the Landlord throughout the Term and refundable without interest 60 days after the expiry unless otherwise stated and subject to terms of the Lease Agreement:

- 13.1. deposit with the Landlord **S\$184,684.50** (representing three (3) months' Rent and Service Charge), as Security Deposit which is payable on the execution of this Letter of Offer;
- 13.2. deposit with the Landlord **S\$20,020.00**, as Fitting Out Deposit. The Fitting Out Deposit is refundable upon satisfactory completion of Fitting Out Work as reasonably determined by the Landlord; and if required by the Landlord on account of the nature of the Tenant's reinstatement obligations having regard to the Tenant's Fitting Out Works; and
- 13.3. deposit with the Landlord, a Reinstatement Deposit, a sum to be reasonably ascertained by the Landlord on the extent of Fitting Out Works carried out or to be carried out by the Tenant. The Reinstatement Deposit is payable on within thirty (30) days upon notice by the Landlord.

14 Deposit for Chilled Water Supply

The Tenant shall pay a sum equivalent to **Three (03)** times the Tenant's declared estimated maximum monthly chilled water usage (**\$0.70/RT-Hr**) in the form of Cash to the Landlord as deposit for chilled water supply. The said Deposit shall be withheld by the Landlord and refundable without interest 60 Days after the expiry of the Term subject to the terms and conditions of the Lease Agreement.

15 Utilities & Outgoings

The Tenant shall bear all costs, fees, charges and deposits relating to or arising from the supply or use of electricity, water, chilled water and all other utilities (collectively the "Utilities") to or in connection with the Premises. The Tenant is required to apply and arrange at its own cost and expense with suppliers or service providers designated by the Landlord for the supply of the



Utilities.

For the avoidance of doubt and to the extent that the Landlord is to change to bulk suppliers and bulk service providers providing or supplying the Utilities or other services to the tenants of the Property, it shall be deemed as reasonable by the Tenant. In this regard, at the Landlord's request and with adequate prior notice, the Tenant shall arrange and pay for the costs of connection and installation relating to such supply or use of the Utilities including but not limited to fees, charges and taxes imposed by the relevant authorities, suppliers or service providers including the costs of any metering devices such as electricity sub-meters and British Thermal Unit meters. Further, the Tenant shall only install meter devices that are of such specifications, grade or quality as the Landlord may reasonably stipulate.

The Tenant shall only use chilled water supplied by Keppel DHCS Pte Ltd contracted through the Landlord and in this regard, the Tenant shall pay the Landlord promptly upon receipt of the Landlord's invoice or notice on the cost of chilled water consumed.

16 Forfeiture of Sums Paid

Without prejudice to any of the Landlord's rights, the Landlord shall be entitled to forfeit in full, the deposit, booking fee and all monies ("Forfeiture of Sums Paid") paid by the Tenant upon acceptance of this Letter of Offer if for whatsoever reasons, the Tenant decides not to proceed with renting of the Premises after the Letter of Offer is accepted by the Tenant. For avoidance of doubt, the Forfeiture of Sums Paid as provided herein shall be deemed cumulative remedy and the Landlord is entitled to pursue other remedies available whether under the Agreement, at law or in equity.

17 Interest

Without prejudice to the rights, powers and remedies of the Landlord under this Lease, the Tenant shall pay to the Landlord interest at the rate of one point eight per cent (1.5%) per month ("Interest") on any monies due but unpaid by the Tenant to the Landlord for more than seven (7) days (whether or not formal demand has been made) or at such other rate as the Landlord may notify to the Tenant with no less than one (1) month's advance notice of the rate revision. Such Interest shall be computed on a daily basis from the due date for the payment of the monies in respect of which the Interest is chargeable until payment of such monies in full (before as well as after judgment) and to be recoverable in like manner as rent in arrears without prejudice to any other right, remedy and power of the Landlord.

18 Maintenance & Upkeep

The Tenant shall be responsible for all maintenance and upkeep of the Demised Premises including all the fixtures, fittings and installations such as air-conditioning and lighting systems, etc. thereon, whether the same are provided by the Landlord or not. The Tenant shall keep the Demised Premises and all parts thereof in a clean, proper and sanitary condition and forthwith comply with the Landlord's direction to remove and clear any materials, goods or articles of whatever nature and description from the Demised Premises or any part thereof. The Tenant shall undertake at its own cost and expense the regular and routine cleaning including the removal and disposal of all waste, debris, dirt and rubbish generated from the Demised Premises. The Tenant shall keep the Demised premises including the flooring or other surface material or rendering on the walls in good and substantial repair order and condition in all respects and to bear the full cost of repairs and reinstatement of any damaged fixtures and/or fittings, adjoining premises and/or any facility or appurtenances thereof throughout the Lease Period.

19 Reinstatement

Upon the expiry or sooner determination of the Lease Term hereby created, to reinstate the Demised Premises and all the Landlord's fixtures, fittings and installations in or upon the Demised Premises (including electrical installations, air-conditioning, pipes, conduits, etc.) to the satisfaction of the Landlord, and to make good at the expense of the Tenant any damage or defacement caused by the Tenant reinstatement works (failing which the Landlord shall rectify the same at the expense of the Tenant, of which such expense shall be treated as a debt due from the Tenant to the Landlord and is recoverable as such), and to peaceably and quietly yield up the Demised Premises. For avoidance of doubt, the Demised Premises shall be reinstated to bare-shell condition, unless waived by the Landlord.



20 Administrative Fee & Stamp Duties

All administrative fee & stamp duties arising from and in connection with the preparation and execution of the Lease Agreement shall be borne by the Tenant.

21 Approvals / Consents / Fees & Levies

The Tenant shall be responsible to apply for and maintain all or any change of use applications, licenses, permits, approvals and consents in regard to the Tenant's business in the Demised Premises, its use and occupation of the Demised Premises during and throughout the Lease Term and shall pay all fees, levies, charges and the like imposed by the Landlord, Head Lessor and/or relevant authorities relating or pursuant thereto. In the event that the Landlord, Head Lessor and/or relevant authorities impose any fee(s) by any or whatever name called (e.g. subletting fee, etc.) for granting consent to this Lease, then the Tenant shall bear all such fee(s) imposed by the Head Lessor and/or relevant party or parties.

22 Goods & Services Tax (GST)

Applicable Goods and Service Tax and/or other tax of like nature or by other name called that may be imposed by the relevant authorities shall be borne by the Tenant.

23 Carparking

The management of the Carpark at the Property is outsourced.

The prevailing carpark charge is \$110.00 (subject to GST) per lot per month. Administration fees for new season parking applications, change of car, termination of season parking, etc., may apply.

The Tenant will be allocated **three (3)** carparking lots for the duration of the Lease Term, subject to the payment of the prevailing charges. The Tenant may apply for more carparking lots on a first-come, first-serve basis, subject to availability.

24 Lease Agreement

Following the date hereof the parties hereto shall in good faith negotiate and finalize the terms of the Lease Agreement. The Tenant shall within 14 days of receipt of the so agreed finalized Lease Agreement from the Landlord procure its authorised officer(s) to execute the same and return the duly executed agreement to the Landlord.

25 Compliance with Rules

The Tenant shall at its own cost and expense observe and comply with all the rules, notices, regulations and guidelines which may, from time to time be made by the Landlord acting reasonably and/or the relevant authorities in respect of the Property including but without limitation to those set out in the "Tenant's Covenant".

Should you be in agreement with the above terms, please signify your acceptance by executing a copy of this Letter of Offer and returning a copy to us together with the following payments:-

- (i) A copy of this Letter of Offer with Acceptance duly signed and stamped for our necessary preparation of the Lease Agreement;
- (ii) a business or company cheque for an amount of **S\$99,868.64** (inclusive of GST) issued in favour of "Crescendas Bionics Pte Ltd" being the payment of the Booking Fee equivalent to Rent of the First Period and Service Charge for the period 16 July 2022 to 31 August 2022. Upon signing of the Lease Agreement, the Booking Deposit shall be treated as payment of the Rent and Service Charge for the period [date] to [date] upon lease commencement.
- (iii) a business or company cheque for an amount of **S\$184,684.50** (exclusive of GST) issued in favour of "Crescendas Bionics Pte Ltd" being the cash payment of the Security Deposit.
- (iv) a business or company cheque for an amount of **S\$20,020.00** (exclusive of GST) issued in favour of "Crescendas Bionics Pte Ltd" being the cash payment of the Fitting Out Deposit.



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- (v) a business or company cheque for an amount of **S\$2,675.00** (inclusive of GST) issued in favour of "Crescendas Bionics Pte Ltd" being the cash payment of the Administrative Fee for preparing of Lease Agreement.
- (vi) a business or company cheque for an amount of **S\$8,864.00** issued in favour of "Commissioner of Stamp Duties" being Stamp fee levied by the relevant Authority.

It is a fundamental condition that the cheques must be cleared on first presentment, otherwise the acceptance of this offer by the Tenant may be invalidated at the absolute discretion of the Landlord.

This letter shall lapse if not accepted by the Tenant by 16 February, unless an extension of time has been requested and agreed mutually in writing.

Please feel free to call Ms Khloe Lim at 6692 6968 if you have any queries. We look forward to a long and mutually rewarding relationship with you.

Yours sincerely



Mr MICHAEL LEOW

Deputy CEO

For and on behalf of

CRESCENDAS BIONICS PTE LTD

Company Registration No. 200616121G

ACCEPTANCE

I/We hereby agree to and accept all the terms and conditions set out in this Letter of Offer (Ref: CG/CBPL/MIRXES/AMN/KL/FZ/LOO/2022-002) dated 9 February 2022.


Representing **MIRXES PTE. LTD.**

Company Registration No. 201407328H

Name: Zhou Lihan

Designation: CEO

Date: 14 Feb 2022

FOR ILLUSTRATION ONLY, NOT TO SCALE

