

APPENDIX 4 TO THE CONDITIONS OF TENDER

TENANCY CONDITIONS

- (A) The definitions at Part 4 (*Standard Terms and Conditions*) of this Appendix apply to Part 1 (*Details*), Part 2 (*Key Terms*) and Part 3 (*Special Terms and Conditions*) of this Appendix.
- (B) For clarity, the tenancy of the Premises will be subject to the terms and conditions in this Appendix.
- (C) In this Appendix –
- (C1) [Not Used];
 - (C2) the phrase “*Conditions of Tender*” refers to the Conditions of Tender comprised in the Tender Packet issued by us under Tender Reference No. JTC/INED/PT/001;
 - (C3) the phrase “*Form of Tender*” has the meaning ascribed to it in the Conditions of Tender;
 - (C4) the word “*Premises*” refers to the Property defined in the Conditions of Tender, and includes any part of the Property;
 - (C5) the phrase “*Tender Packet*” has the meaning ascribed to it in the Conditions of Tender;
 - (C6) the phrase “*Tender Acceptance Letter*” has the meaning ascribed to it in the Conditions of Tender;
 - (C7) the phrase “*Tendered Monthly Gross Rent*” has the meaning ascribed to it in the Conditions of Tender;
 - (C8) for the avoidance of doubt, references to “*You*” or “*your*” in this Appendix refers to the “*Successful Tenderer*” as defined in the Conditions of Tender;
 - (C9) for the avoidance of doubt, the phrase “*Your Obligations*” in this Appendix refers to the Successful Tenderer’s obligations under the Conditions of Tender, including (for the avoidance of doubt) this Appendix and the other parts of the Tender Packet; and
 - (C10) for the avoidance of doubt, where the Successful Tenderer comprise two or more persons, covenants expressed to be made by “*you*” shall be deemed to be made by such persons jointly and severally.

PART 1 (Details)

| | |
|---------------------------|---|
| Premises | 7 Defu Lane 4 Singapore 539411 |
| Term | 3 years from Tenancy Commencement Date <i>[Note to successful tenderer: This is the “3-Year Initial Tenancy Term” referred to in the Conditions of Tender.]</i> |
| Tenancy Commencement Date | The date falling 2 months after the Possession Date |
| Possession Date | This date is to be determined by us. Please see Conditions of Tender. |

| | | |
|---|---|---|
| Rent per month <i>(For clarity, the amounts in these rows exclude GST. GST is payable by you.)</i> | 1 st Year | <i>[Note to successful tenderer: This is the Tendered Monthly Gross Rent in your Form of Tender. This amount will be stated in the Tender Acceptance Letter issued by JTC.]</i> |
| | 2 nd Year | Same as 1st Year's monthly rent |
| | 3 rd Year | Same as 1st Year's monthly rent |
| Service Charge per month <i>(For clarity, the amount in this row excludes GST. GST is payable by you.)</i> | The amount of Service Charge per month has been included in the aforesaid monthly Rent. | |
| Usage Charge per month <i>(For clarity, the amount in this row excludes GST. GST is payable by you.)</i> | \$0.00 | |
| Other Charges per month <i>(For clarity, the amount in this row excludes GST. GST is payable by you.)</i> | \$0.00 | |
| Security Deposit Amount <i>(equivalent to 3 months' fixed recurring charges)</i> | An amount equivalent to three (3) months' of the 1 st Year's monthly rent <i>[Note to successful tenderer: This amount will be stated in the Tender Acceptance Letter issued by JTC.]</i> | |
| Reinstatement Deposit Amount | \$0.00 | |
| Standard Rent-Free Period <i>(During the Standard Rent-Free Period, Rent and Service Charge are not payable.)</i> | From Possession Date to the day immediately before the Tenancy Commencement Date | |
| Authorised Use | [Cluster to insert details before tender launch.] | |
| Area ("Area") | 4,460.2 square metres | |
| *Maximum Floor Loading <i>*(Note: You must not exceed the Maximum Floor Loading and must ensure that the permitted load is evenly distributed.)</i> | You must not exceed the maximum floor loading as approved by the Authorities, or (as the case may be) us, and must ensure that the permitted load is evenly distributed. | |
| Plan of Premises | As attached at Appendix 1 of the Conditions of Tender | |
| Other Terms and Conditions | See Tender Packet | |

PART 2 (Key Terms)

(The definitions in the Standard Terms apply to these Key Terms. The Standard Terms are at Part 4 (Standard Terms) of this Appendix. If there is any inconsistency, the conditions in Part 1 (Details) of this Appendix take precedence over these Key Terms, and these Key Terms take precedence over the Special Terms (at Part 3 (Special Terms) of this Appendix.)

1. **“As is” basis**

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

2. **Operations Commencement Date**

You can only commence operations at the Premises after you have obtained all necessary approvals required for such operations.

3. **Authorised Use**

You must comply with the Authorised Use.

4. **Approvals**

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

5. **Option to Renew**

If –

(a) at least 3 months (and not more than 6 months) before the expiry of the Term, we receive your written request for a further term of tenancy for the whole (and not part) of the Premises for the duration of 3 years (“**Further Tenancy Period**”); and

(b) at the time of your aforesaid request and at the expiry of the Term –

(b1) there is no breach of Your Obligations; and

(b2) (for clarify) the tenancy relating to the Term is still valid and subsisting,

we may grant you a tenancy for the whole of the Premises for the **Further Tenancy Period** on the following conditions:

(c) the **Further Tenancy Period** shall commence immediately after the expiry of the Term;

(d) the rent shall be at a revised rate to be determined by us, having regard to the market rent of the Premises at the time of granting the tenancy for the **Further Tenancy Period**. Our determination of the rent shall be final and conclusive; and

(e) the tenancy for the **Further Tenancy Period** shall be on the same terms and conditions as this Tenancy except for the duration, rent, service charge and security deposit, and there is no provision for renewal of tenancy.

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

6.1 The Rent, Service Charge and all other charges (if any) payable by you are set out in Part 1 (Details) of this Appendix.

6.2 The Rent and Service Charge should be paid in advance without demand or deduction on the first day of each month of the Term. We are entitled, at any time and from time to time, to increase the Service Charge.

6.3 **Mode of Payment**

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

(b) If –

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

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

you must immediately pay to us –

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

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

7. **Fitting Out**

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 Tenancy Commencement Date remains unchanged even if the Fitting Out Works are completed after the Tenancy Commencement Date.

8. **Security Deposit**

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

9. **Reinstatement Deposit**

You must seek our consent if you wish to carry out any addition or alteration works at the Premises. A reinstatement deposit will be required for our consent which will be on such terms and conditions as we may impose.

10. **Early Termination by Written Notice**

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

11. **Green Building Obligations**

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

12. [Not Used.]

13. [Not Used.]

14. You shall not submit any application for any change in the Authorised Use at any time during the Term.

15. **Control Requirement**

15.1 If you are a company and as at the Tender Closing Date (defined in the Conditions of Tender), your shares are not publicly traded on any stock exchange -

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

15.1.2 for the purpose of this clause 15.1, "**Control Requirement**" means that the persons identified at paragraph 9 of your Form of Tender, whether individually or in any combination, must directly own more than 50% of your issued shares.

15.2 If you are a partnership -

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

15.2.2 For the purpose of this clause 15.2, "**Control Requirement**" means that the persons identified at paragraph 9 of your Form of Tender, whether individually or in any combination, must directly own more than 50% of your partnership.

15.3 If you are a sole-proprietor, throughout the Tenancy, you must remain as the sole-proprietor of the business identified at paragraph 7(A) of your Form of Tender.

- 15.4 If you are a company and as at the Tender Closing Date (defined in the Conditions of Tender), your shares are publicly traded on a stock exchange -
- 15.4.1 if your shares are no longer publicly traded on a stock exchange ("**Conversion Event**"), you must notify us in writing and provide to us a group structure chart and any other information or document relating to the Conversion Event (each in such form and substance as may be required by us, or such further information or document as we may require) within 14 days from the effective date of the Conversion Event.
- 15.4.2 If a Conversion Event occurs, you agree that we may impose additional terms and conditions and as determined by us in our absolute discretion.
16. [Not Used.]
17. **Guidelines**
The following guidelines (which are subject to change from time to time) are applicable to you and can be found at <http://www.jtc.gov.sg>:
- Schedule of Statutory Controls for Flatted, Ramp-up and Stack-up Factory Customers
 - Schedule of Statutory Controls for Land, Standard Factory and Workshop
 - Tenant's Guide Book (at your respective Estate's homepage) (where applicable)

PART 3 (Special Terms)

Special Terms and Conditions

(The definitions in the Standard Terms apply to these Special Terms.)

1. [Not Used.]
2. [Not Used.]
3. **Environmental Site Assessment Requirements / Decontamination**
- 3.1 You must comply with the JTC Environmental Site Assessment Site Requirements and Technical Guideline (2024 Edition) which is available on our website at <http://www.jtc.gov.sg>.
- 3.2 At the end of the Tenancy, by expiry or otherwise, you must decontaminate the Premises to our requirements as set out in the aforesaid JTC Environmental Site Assessment Site Requirements and Technical Guideline (2024 Edition) ("**Decontamination Works**").
- 3.3 In the event the Decontamination Works carried out by you or your agents continue after the end of the Tenancy, you will be deemed to be holding over the Premises and clause 7.3 of the Standard Terms will apply for the period of holding over.
4. [Not Used.]
5. **Additional Conditions**
- 5.1 You must ensure that –
- (a) no addition or alteration, affecting the Premises or any part of it, is carried out without the Authorities' and our prior written approval.
 - (b) a qualified person is engaged to prepare and submit plans showing layout of all installations including any additions or alteration which you wish to make, and the proposed usage of the built-up area which must comply with the Authorised Use. No work shall commence until the plans have been approved by us and the Authorities.
 - (c) plans for fire alarm and sprinkler system works are submitted directly to the relevant Authority.
- 5.2 You must not place, construct or erect any building, structure or any equipment whatsoever on any buffers or sewer easements or other underground services which may exist at or under the Premises.

- 5.3 You must not place any heavy equipment/machinery on or above any man-hole at the turfed area of the Premises. You must allow the relevant Authorities to have unrestricted access to the Premises to service, repair or replace their cables or other equipment from time to time.
- 5.4 You are required to obtain service plans and service information from SP Services, Public Utilities Board, Info-comm Development Authority of Singapore and other relevant Authorities to ensure that your proposal will not affect existing services (if any) within the Premises.
- 5.5 You must consult us on all technical matter (including, without limitation, engineering matter) regarding the Premises.
- 5.6 You must inform us if there is an existing manhole on or near the boundary of the Premises. We are entitled to adjust the boundary of the Premises to avoid the manhole.
- 5.7 You must confine all vehicles entering the Premises to the roadways and other access constructed by us.
- 5.8 If the proposed development exceeds 4 storeys, you must, in addition to seeking our approval, also seek the approval of the National Environment Agency, and all other relevant Authorities.
- 5.9 You must not erect any hoarding on the exterior of the Premises, without our approval.

5A. **Submission of Information**

You are required to submit, on the 1st day of June of each year of the Term, information regarding your business operations, including value added, remuneration and number of workers together with your latest financial statements.

6. [Not Used.]

7. **Other requirements under the Tenancy**

There are other requirements imposed on you under the Tenancy and the phrase “*Your Obligations*” include such requirements.

8. **Conditions of Tender**

For clarity, the following Conditions in the Conditions of Tender continue to apply at all times during the Term:

- (a) Condition 2.5 (*Knowledge of contents of Tender Packet*)
- (b) Condition 2.6 (*Error or Mis-statement*)
- (c) Condition 16 (*Subsisting Rights on the Property*)
- (d) Condition 17 (*State and Condition of the Property*)
- (d) Condition 20 (*Default and Remedies*)
- (g) Condition 23 (*Debarment and Compensation*)
- (h) Condition 25.3 (*No Merger*)

9. **Changes to the Standard Terms**

The existing clauses in Part 4 (Standard Terms) of this Appendix as set out in Column I of the table below are replaced by the corresponding clauses set out in Column II of the same table. For clarity, the phrases “*Conditions of Tender*”, “*Form of Tender*” and “*Tender Packet*” are defined at paragraph (C) at the start of this Appendix.

| Clause No. | Column I (existing clause) | Column II (replacement clause) |
|--------------------------------|--|--|
| Definition of “ <u>Offer</u> ” | “ <u>Offer</u> ” - our offer for the Tenancy of the Premises, which includes the attachments referred to in our offer; | “ <u>Offer</u> ” – the Conditions of Tender, including all documents in the Tender Packet; |

| Clause No. | Column I (existing clause) | Column II (replacement clause) |
|---|---|---|
| Definition of " <u>Special Terms</u> " | " <u>Special Terms</u> " - The Special Terms and Conditions attached to the Offer; | " <u>Special Terms</u> " - The Special Terms and Conditions at <u>Part 3 (Special Terms)</u> of Appendix 4 of the Conditions of Tender; |
| Definition of " <u>Tenancy</u> " | " <u>Tenancy</u> " – Our Offer and your acceptance. For clarity, at the end of the Tenancy, the Term also ends and vice; | " <u>Tenancy</u> " – The tenancy of the Premises awarded by us to you under the Conditions of Tender. For clarity, at the end of the Tenancy, the Term also ends and vice; |
| Definition of " <u>You</u> " or " <u>your</u> " at clause 1.1 | " <u>You</u> " or " <u>your</u> " - The person to whom the Offer is issued, and includes his personal representatives, successors-in-title, and permitted assigns (if any); | " <u>You</u> " or " <u>your</u> " – Refers to the Successful Tenderer (as defined in the Conditions of Tender), and includes his personal representatives, successors-in-title, and permitted assigns (if any); |
| 1.2 | Other capitalized terms are defined in these Standard Terms, the Special Terms or the Offer (including, for clarity, the other attachments referred to in the Offer). | Other capitalized terms are defined in these Standard Terms and Appendix [4] of the Conditions of Tender. |
| 4.5(b) | (e) if you withdraw from the Tenancy before the Tenancy Commencement Date, a sum equal to the prevailing market rent and fee payable from the Possession Date up to the date the obligations under Clause 7 are satisfied, without affecting our other rights and remedies under the Tenancy or at Law; | [Not Used] |
| 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. | No variation of the Tenancy will be enforceable unless agreed in writing between us. |

PART 4 (Standard Terms)

Standard Terms and Conditions (Land)

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. If the "Premises" is a detached building, then the term "Building" refers to the "Premises";

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

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

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

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

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

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

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

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

"Premises" - As defined in the Tenancy, and includes any part of it. "Premises" also includes all our fixtures and fittings therein;

"Re-decoration Scheme" - As defined in Clause 4.1(b) of these Standard Terms;

"Security Deposit" - As defined in the Tenancy;

"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;

"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 1968, its successors-in-title, and assigns;

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

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

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

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

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

- 1.2 Other capitalized terms are defined in these Standard Terms, the Special Terms or the Offer (including, for clarity, the other attachments referred to in the Offer).
- 1.3 Words importing the singular include the plural and vice versa. Words importing the masculine, feminine or neuter genders are used interchangeably. Words denoting natural persons include corporations and firms and vice versa. Headings are for ease of reference only.
- 1.4 When our consent or approval is required, the consent or approval may or may not be given. If it is given, it must be in writing and on such terms and conditions as may be imposed by us, including payment of monies, and the restrictions in Section 17 of the Conveyancing and Law of Property Act 1886 will not apply.
- 1.5 Reference to a specific statute includes all its rules and regulations and all changes made to it from time to time.

- 1.6 Reference to “include” or “including” is to be construed as “include (without limitation)” or “including (without limitation)”.
- 1.7 All Your Obligations are binding on all of you jointly and severally. You must comply with all Your Obligations at your own cost and expense, and to our satisfaction. If you are required to comply with any provision of the Tenancy, then you must ensure and procure that Your Authorised Person complies with such provision.
- 1.8 No exercise of any one right or remedy under the Tenancy, at Law or in equity, (unless otherwise provided in the Tenancy, at Law or in equity) will prevent the exercise of any other right or remedy. When we exercise our rights to enter or inspect the Premises, we and Our Authorised Person are entitled to bring workmen and equipment onto the Premises.
- 1.9 If there is any inconsistency between the Special Terms and these Standard Terms, the Special Terms take precedence over these Standard Terms.

2 Our Obligations

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

3 Easements and Reservations

- 3.1 During the Tenancy, you are entitled to the following if you comply with all Your Obligations:
- (a) right to use the common corridors, toilets, stairs and lifts in the Building and the Estate in common with all persons authorised by us; and
 - (b) right to use the Utility Facilities located within the Building and the Estate for running of water, electricity, gas and telecommunications facilities to and from the Premises.
- 3.2 We and persons authorised by us also enjoy the rights listed in Clause 3.1 and the following:
- (a) right to use the Utility Facilities located within the Premises, the Building and the Estate for running of water, electricity, gas and telecommunication and to lay, install, make connections with, maintain, repair, renew, restore, alter or remove them for the purpose of or in connection with these rights;
 - (b) all other easements and ancillary rights as set out or implied in the Land Titles Act 1993;
 - (c) right of support and protection for the benefit of all other parts of the Building and the Estate; and
 - (d) right to redevelop, 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.

4 Your Obligations

Condition of Premises

- 4.1 You agree to accept the Premises:
- (a) 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; and
 - (b) knowing that we have a five-yearly Re-decoration Scheme, and if we include any of your additions and alterations in such Scheme, you must pay a proportionate cost of such Scheme, which determination is final and conclusive.

Payments

- 4.2 (a) You agree to pay to us, the Rent, Service 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 and other charges (if any). Such revisions will apply to you with effect from the date stated in the notice. If the Service Charge is increased, you will immediately top-up the Security Deposit held by us, such that the Security Deposit is maintained at the revised Security Deposit Amount throughout the Term.
- 4.3 (a) You agree to pay to us, a Security Deposit for the Security Deposit Amount, and maintain it at the Security Deposit Amount throughout the Term, as security for the performance of Your Obligations, and against any damage caused to any of our property by you or Your Authorised Person.
- (b) We are entitled (but not obliged) to deduct from the Security Deposit, or (if the Security Deposit is in the form of a guarantee acceptable to us) make claims on such guarantee, for payment of unpaid sums or making good any Loss sustained by us in relation to any breach of Your Obligations. If the Security Deposit is insufficient, we are entitled to claim the difference from you.

- (c) You agree to pay to us on demand, a sum equal to the amount deducted, or claimed, by us under sub-Clause (b) above, such that the Security Deposit is maintained at the Security Deposit Amount throughout the Term.
 - (d) The Security Deposit (less deductions authorised under the Tenancy or Law) will be refunded to you (without interest) after the end of the Term.
 - (e) [Not Used.]
 - (f) In the Tenancy, the term "**Security Deposit Amount**" refers to an amount equivalent to the total of 6 months' fixed recurring charges, unless we agree to a lower amount.
- 4.4
- (a) You agree to pay to us a Reinstatement Deposit in accordance with the Offer.
 - (b) We are entitled (but not obliged) to utilise and deduct the Reinstatement Deposit (or part thereof), or (if the Reinstatement Deposit is in the form of a guarantee acceptable to us) make claims on such guarantee, 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) 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;
 - (b) if you withdraw from the Tenancy before the Tenancy Commencement Date, a sum equal to the prevailing market rent payable from the Possession Date up to the date the obligations under Clause 7 are satisfied, without affecting our other rights and remedies under the Tenancy or at Law;
 - (c) 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
 - (d) 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). For clarity, this includes maintaining and repairing the exterior of the Premises;
 - (b) install a 13 Amp (or such other capacity as required by us) power switch socket outlet immediately adjacent to the charger of the battery of the fire alarm system;
 - (c) remove, within or outside your Premises, all such items, and cease all such activities, which may pose a danger, cause obstruction or other disturbances, or to enable us to exercise our rights under the Tenancy, as required by us or the Authorities;
 - (d) contain and dispose of all waste, including pollutants and contaminants, and surface water in accordance with our requirements, including constructing an internal drainage system; and
 - (e) carry out such works as may be necessary to prevent earth slip or erosion of any slope adjoining the Premises, and divert existing Utility Facilities to our and the Authorities' 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) 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;

- (d) 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;
 - (e) use the Car-Park (if any) within the Premises or Estate to store goods, equipment or containers;
 - (f) place anything beyond the boundaries of the Premises, or obstruct any common areas of the Building or Estate;
 - (g) keep any animal at the Premises;
 - (h) tap or use any utilities from any source/supply that is not arranged and paid by you;
 - (i) permit any person to sleep or reside in the Premises, temporarily or otherwise;
 - (j) use the name of the Building or the Estate, as part of your trade or business name;
 - (k) use or occupy the Premises for any purpose other than for the Authorised Use;
 - (l) use the Premises for any illegal or immoral purpose;
 - (m) remove any plant, including the hedge (if any), along the front portion of the Premises;
 - (n) without our prior consent –
 - (n1) carry out any additions or alterations works of whatever nature, or remove or install any fixtures or fittings, at the Premises, including internal partitioning, nor change or alter in any way the construction, layout or external appearance of the Premises or Building, including doors, walls, windows and grilles;
 - (n2) display any sign except for your name in such place and manner approved by us;
 - (n3) bring into the Premises, Building or Estate, any bio-hazardous, corrosive, radioactive, flammable or other dangerous items;
 - (n4) make any application for conversion under Part IV of the Limited Liability Partnerships Act 2005; and
 - (n5) do any act (including pass resolutions) which may result in the issue of a notice of amalgamation under Part VII of the Companies Act 1967 which may cause the Premises, or Tenancy, to be transferred to or vested in any amalgamated entity.
- 4.9 You agree to immediately inform us if there is any damage to the Premises, Building or Estate caused (directly or indirectly) by you or Your Authorised Person, and to restore the damage to our satisfaction, within the time stipulated by us.
- 4.10 If you took over the fixtures, fittings, additions and alterations installed by another person (each a “**Take-Over Item**”), you must comply with our requirements and obtain the Authorities’ approvals for each Take-Over Item. If the Authorities’ approval is not obtained for such Take-Over Item, you must remove the Take-Over Item, within the time stipulated by us.
- 4.11 You agree to:
- (a) insure all Your Items (including all Take-Over Items) and (at your discretion) take such other insurance (including public liability insurance) against all Loss;
 - (b) not do anything that will affect any insurance effected in respect of the Premises, Building or Estate, or cause such insurance to become void or voidable; and
 - (c) produce to us on demand the insurance policy and receipts of premium payment.
- 4.12 (a) If the Premises are damaged/destroyed by fire, act of God or other cause beyond both parties’ control so as to render the Premises unfit for occupation or use, the Rent and Service Charge or a fair and just proportion of these sums shall be suspended until the Premises are rendered fit for occupation and use.
- (b) If the Premises continue to be unfit for occupation or use for more than 90 days after the first day of damage/destruction, then either party may, after the 90-day period, give to the other party a written notice to terminate the Tenancy within 1 month from the date of such notice, without affecting any accrued rights or remedies of either party.
 - (c) For clarity, this Clause does not apply to you if the damage/destruction is caused, directly or indirectly, by you or Your Authorised Person.

5 Compliance with Law and Regulations

5.1 You agree to comply with:

- (a) the Law relating to Your Obligations and anything done at the Premises or the Estate;

- (b) all requirements of the Authorities (including fire safety, exit lighting, exit sign, emergency lightings). Some of these requirements are in the Schedule of Statutory Controls referred to in the Offer; and
- (c) all our parking and other rules and regulations, made and amended from time to time, relating to the Building and the Estate.

6 Access to Premises

6.1 You agree to permit us and Our Authorised Person to enter the Premises at reasonable times (and at any time during emergencies) to:

- (a) inspect the state of the Premises and the Building, and take inventory of Your Items;
- (b) verify compliance with Your Obligations;
- (c) carry out works under the Redecoration Scheme, maintenance, repairs or other works to or in connection with the Premises or Building, as we consider fit; and
- (d) exercise any other rights granted to us under the Tenancy.

Further, in the event we and our Authorised Person, by written notice, request to enter the Premises for the purposes of investigating unauthorised subletting or any other unlawful activities, you must permit us entry immediately or upon such date and time requested by us.

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.

6.3 You agree to give free and unrestricted access to the Authorities, SP Services Ltd/PowerGrid Ltd, to any substation within the Premises or Estate for inspection or to carry out necessary works.

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(b) of these Standard Terms) and termination (under Clause 4.12 of these Standard Terms)), you agree to:

- (a) deliver up the Premises to us in good and tenantable repair and condition;
- (b) unless otherwise required by us in writing, to remove all fixtures, fittings, additions and alterations installed by you, each Take-Over Item, make good all damage due to such removal, and reinstate the Premises to our requirements (including completing the Works (if any) stipulated in the Offer); and
- (c) if required by us, to carry out decontamination works, and to paint the Premises.

7.2 (a) If you leave behind any item or any rubbish or discarded articles, and do not remove them within 14 days after our written request, we may sell, deal with or dispose the item as we think fit.

(b) It is deemed that the item belongs to you absolutely, and you must indemnify us against all claims made by a third party whose item has been sold or disposed of by us in good faith (which is presumed unless the contrary is proven).

(c) The proceeds will be used to offset all Loss incurred by us (including loss of rent and service charge) for the period during which the item is not removed from the Premises. Any balance proceeds will be returned to you upon our receipt of your written request.

7.3 (a) If you fail to deliver vacant possession of the Premises at the end of the Term, you will be deemed to be holding over.

(b) Without affecting any of our rights or remedies, you must then pay to us, for the period of holding over, double the amount of Rent or double the prevailing market rent (whichever is higher) and Service 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, 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 or other sums payable under the Tenancy; or
 - (e) any waiver, express or implied, by us of any other breach of the same or any other obligation.
- 8.5 This Clause will not oblige us to enforce or impose any provision against you or any other person occupying any premises in the Estate.

9 Indemnity and Exclusions

- 9.1 You are required to indemnify us from all Loss (excluding wilful misconduct and gross negligence by us or Our Authorised Person) which we may suffer or incur in relation to any of the following:
- (a) the use of the Premises or any other area of the Building or the Estate, by you or Your Authorised Person;
 - (b) any occurrence within the Premises; and
 - (c) any default of any of Your Obligations.
- 9.2 We are not liable for:
- (a) any act, omission, default (excluding wilful misconduct and gross negligence) by us or Our Authorised Person relating to the performance of any service provided by us, or the exercise of any of our rights;
 - (b) any Loss that may be suffered by you or Your Authorised Person relating to –
 - (b1) any interruption (for whatever cause) in the services provided by us;
 - (b2) any event beyond our control (including acts of terrorism);
 - (b3) any exercise of any of our rights;
 - (b4) any subsidence or cracking of the apron/ground/production floor slabs of the Premises, or any other areas of the Estate;
 - (b5) any defect, latent or inherent or otherwise, in the Premises or the Estate;
 - (b6) any occurrence within the Premises or the Estate;
 - (b7) use of the Car-Park; and
 - (c) any loss of quiet enjoyment of the Premises in relation to any of the events mentioned in this Clause.

10 Other Conditions

- 10.1 (a) We are entitled to assign or novate all our rights and interest and transfer our obligations under the Tenancy (including transfer of the Security Deposit and Reinstatement Deposit (if any)) to another person ("**In-coming Landlord**").
- (b) If we do so, you are deemed to have consented to such assignment or novation and will accept the In-coming Landlord as your new landlord and release us from all our obligations under the Tenancy, including our obligation to refund the Security Deposit, the Reinstatement Deposit (if any) and all other sums pursuant to the Tenancy.

- (c) You must execute such document as required by us relating to the assignment or novation.
- 10.2 (a) You must perform and observe the express and implied obligations imposed on us in the State/Foreshore 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 for clarity, no compensation is payable by us. Neither party will then have any claim against the other, except for any accrued rights or remedies which will remain enforceable.
- 10.3 If there is a public emergency, we are entitled to deny/restrict access to the Premises, the Building and the Estate for so long as we deem necessary.
- 10.4 Any written notice is sufficiently served on you by leaving it at your registered business address, even if it is returned undelivered. Any written notice to us is sufficiently served by leaving it at our registered address and duly acknowledged by Our Authorised Person. You agree that we can serve legal process on you by electronic mail to your email address last known to us.
- 10.5 For purpose of the Distress Act 1934, all unpaid Service 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 2001 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.