

APPENDIX C TO THE CONDITIONS OF TENDER

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LEASE CONDITIONS

- (A) The definitions in Memorandum of Lease IH/624434S (which may be found on our corporate website) and reproduced at Part 4 (Standard Terms and Conditions for Lease) of this Appendix apply to Part 1 (Details), Part 2A (Key Terms and Conditions), Part 2B (Schedule of Building Terms) and Part 3 (Special Terms and Conditions) of this Appendix.
- (B) For clarity, the lease of the Property will be subject to the terms and conditions in this Appendix, including the Memorandum of Lease IH/624434S.
- (C) In this Appendix –
- (C1) the word “*Agreement for Lease*” has the meaning ascribed to it in the Conditions of Tender;
  - (C2) the phrase “*Conditions of Tender*” refers to the Conditions of Tender comprised in the Invitation to Tender;
  - (C3) the phrase “*Form of Tender*” has the meaning ascribed to it in the Conditions of Tender;
  - (C4) the phrase “*Invitation to Tender*” refers to our invitation to participate under Tender Reference No. JTC/EPSP/PT/0623JB, and the documents in the Tender Packet;
  - (C5) the phrase “*Tender Acceptance Letter*” has the meaning ascribed to it in the Conditions of Tender;
  - (C6) the phrase “*Tender Packet*” has the meaning ascribed to it in the Conditions of Tender;
  - (C6) the phrase “*Tendered Sale Price*” has the meaning ascribed to it in the Conditions of Tender;
  - (C7) 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;
  - (C8) 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
  - (C9) 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)**

1. [Not Used]
2. **PROPERTY, ZONING AND AUTHORISED USE**
  - 2.1 The Property is leased to you on an “as is” basis and (if applicable) in the manner of holding as indicated in your Form of Tender.

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- 2.2 You must use the Property based on the zoning and for the Authorised Use only. Details of the Property are as follows:

(a)	<b>Address:</b>	33 Jalan Buroh Singapore 619487
(b)	<b>Land Area:</b>	2,303.2 square metres
(c)	<b>Gross Floor Area ("Floor Area"):</b>	868.71 square metres
(d)	<b>Maximum Gross Plot Ratio:</b>	0.5
(e)	<b>Plan of Property:</b>	As attached
(f)	<b>Lot No.:</b>	Private Lot No. A3002299, also known as Government Survey Lot No. MK06-01833P
(g)	<b>Zoning</b>	Transport Facilities
(h)	<b>Authorised Use</b>	<ol style="list-style-type: none"> <li>1. Sale of Petrol, Diesel, Electricity for Electrical Vehicle (EV) Charging, and/or other Types of Clean Energy</li> <li>2. In the event any health and safety buffer is imposed by the Authorities on the Property, such health and safety buffer must be confined within the boundaries of the Property and you shall comply with all requirements of the Authorities in relation to the use of the Property within the said health and safety buffer.</li> <li>3. You shall not include dormitory housing for workers, whether ancillary or secondary workers' dormitories, as part of the Property.</li> </ol>

## 3. POSSESSION DATE, COMMENCEMENT DATE AND LEASE TERM

(a)	<b>Possession Date:</b>	Refer to Condition 12.3.2 of the Conditions of Tender.
		This is the date we hand over possession of the Property.
(b)	<b>Commencement Date:</b>	Refer to Condition 12.2 of the Conditions of Tender.
		This is the start date of your Lease Term.
(c)	<b>Lease Term:</b>	Refer to Condition 4.1 of the Conditions of Tender.

## 4. TENDERED SALE PRICE AND SERVICE CHARGE

- 4.1 You are required to pay the Tendered Sale Price in accordance with the Conditions of Tender.
- 4.2 No Service Charge is payable during the Lease Term.

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4.3 All payments are subject to Goods and Services Tax ("GST") at the prevailing rate.

4.4 **Mode of Payment**

(a) [Not Used]

(b) [Not Used]

5 **GREEN BUILDING OBLIGATIONS**

JTC is committed to environmental sustainability. We encourage you to adopt suitable green building measures for the Property.

### **PART 2A (Key Terms and Conditions)**

1. At the end of the Lease Term, you have to reinstate, vacate and deliver the Property to us in accordance with clauses 11.1, 11.2 and 11.3 of the Standard Terms. You must comply with our Guideline on Site Return which may be found on our corporate website.

2. **Assignment and Subletting**

2.1 Please refer to clause 12.1 of the Standard Terms as amended at PART 3 below.

2.2 [Not Used]

2.3 **Constitution or Membership of Sole Proprietorship**

If you are a sole-proprietor, throughout the duration of the Lease Term, you shall remain as the sole proprietor of the business as indicated in your Form of Tender and shall not, without our prior written consent, effect any change, whether by operation of law or otherwise, in your ownership interests, directly or indirectly, in the sole proprietorship.

3 **Notice of Mortgage/Charge**

After we have received full payment of the Tendered Sale Price and all other monies stated in the Tender Acceptance Letter, you may mortgage the Property by submitting to us a Notice of Mortgage in accordance with our prevailing requirements at the time of mortgage. A copy of the Practice Circular on the Notice of Mortgage can be found in our website at <http://www.jtc.gov.sg>.

4 [Not Used]

5 **No Subdivision of Land**

At all times during the Lease Term, you shall not subdivide the Property or any part thereof.

6 **No Strata Subdivision**

You shall not strata subdivide the Property or any part thereof.

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### 7. Taking over from existing occupier

- 7.1 You will be taking over the Property on an “as is” basis, including all defects (latent, inherent or otherwise) and Take-Over Items (defined in *Attachment (Part 4) (Standard Terms)*). You must also comply with clause 4.1 of *Attachment (Part 4) (Standard Terms)* in relation to each Take-Over Item.
- 7.2 As stated in Condition 16.4 of the Conditions of Tender, the Existing Occupier (defined in the Conditions of Tender) is entitled to retain or remove any item from the Property and return possession of the Property to us in whatever state and condition and you shall not raise any objection or requisition whatsoever in respect thereof. For the avoidance of doubt, as part of the reinstatement obligations of the Existing Occupier, the Existing Occupier is not required to demolish the existing building and structure.
- 7.3 If the Existing Occupier (defined in the Conditions of Tender) is returning the Property to us without completing the required reinstatement and other works under our agreement or arrangement with the Existing Occupier, in accordance with Clause 11.1 of the Standard Terms (without limitation), you have an obligation to complete these works, and all other works as required by us, at the end of the Lease Term, unless otherwise required by us in writing.

### PART 2B (Schedule of Building Terms)

- 1 If required to undertake Building Works, you and Your Authorised Person are licensed to enter the Property with all necessary materials and equipment. In carrying out the Building Works, you must comply with the following:
- (a) obtain prior consent from us for the full and complete plans, elevations and specifications of the Development Works (“Plans”). When reviewing the consent application, we will take into consideration whether the Plans comply with the Solar Panels Requirements (if applicable), Urban Design Guidelines (if applicable) or are satisfactory from the point of view of, amongst others, layout, site utilisation, roof design for Solar Panels installation (if applicable), landscaping, construction materials, facades and types, colour and appearance of buildings and other structures;
  - (b) upon our consent, seek and obtain the approval of the Authorities for carrying out the Building Works including submission of the Plans (“Approved Plans”);
  - (c) you must not amend any Plans that have been consented by us without our prior further consent even though the amendments may have been approved by the Authorities (such further consent not to be unreasonably withheld).
  - (d)
    - (i) [Not Used]; and
    - (ii) in any case, if the gross plot ratio of the Property will exceed the Maximum Gross Plot Ratio, you must obtain our and the Authorities' prior consent and pay all development charges, differential premium, and any other charges to the Authorities and additional rent or premium (as stipulated by us) to us;
  - (e) engage a professional engineer to carry out soil investigations (to advise on the state and condition of the Property and the soil conditions) so as to design structurally sound buildings and structures for the Building Works taking into consideration the state and

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condition of the Property;

- (f) submit plans for the construction of your temporary crossing, wash bay, silt trap etc. for our approval;
- (g) carry out the Building Works in accordance with any height restrictions in the Plan Submission Fact Sheet (if applicable) and the Urban Design Guidelines (if applicable), both of which may be subject to change from time to time without prior notice by the Authorities or us (if applicable);
- (h) execute such works as may be required to be done in respect of the state and condition of the Property (especially its ground/seabed levels, topography, subterranean conditions, soil contaminants, content, compounds and characterisation);
- (i) finish the Building Works in a workman-like manner in accordance with the Approved Plans so as to be completely fit for immediate occupation and operation before the deadline stipulated by us. In this regard, we may grant you an extension of time to complete the Building Works subject to terms and conditions that we may impose at such time;
- (j) construct a permanent road access from the Property to the main road to the satisfaction of the Authorities, if required by us;
- (k) [Not Used]
- (l) repair all damage to the footpaths, trees, road pavement, roadside kerbs and side tables, box culverts and drains fronting and around the Property ("Damage"). For so long as the permanent road(s) fronting the Property has not been handed over to the Authorities, you continue to be responsible for repairing all Damage expeditiously to our satisfaction. You are responsible to rectify all Damage unless you provide us with sufficient proof that you or Your Authorised Person did not cause or contribute, directly or indirectly, to the Damage. If you fail to fully repair the Damage expeditiously, we are entitled (but not obliged) to carry out any works we deem necessary. Such remedial action will not affect or diminish our rights elsewhere in the Agreement for Lease and the Lease, and you must pay us the cost of such works;
- (m) ensure that all fencing and boundary walls of the Property, if any (including the anti-climb), meet a height requirement as stated in the Urban Design Guidelines (if applicable). In this regard, you may seek our prior consent to vary the height requirement if it is not aligned with your security and other needs; and
- (n) inform IRAS immediately upon obtaining the Temporary Occupation Permit for all the Development Works.

### **PART 3 (Special Terms and Conditions)**

#### **1. Environmental Baseline Study**

- 1.1 As you are not the Existing Occupier (defined in the Conditions of Tender), you must comply with the following:
  - (a) You must engage a NEA-accredited EBS consultant to conduct an EBS ("First EBS") to determine the presence of minerals, hydrocarbons and chemicals on and beneath the Property, in accordance with our Guideline on Environmental Baseline Study (which is available on our website at

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<http://www.jtc.gov.sg>), and submit the report to us within 4 months from the date of possession of the Property by you.

- (b) In the event the contamination level in the First EBS exceeds the Dutch Standards, you must –
    - (i) conduct further tests, including but not limited to RBCA and Re-Sampling (each referred to as “Further EBS”), and submit to us the results of the complete Further EBS within such time as required by us; and
    - (ii) comply with the recommendation(s) set out in the RBCA to ensure that the contamination level is safe for operations and will not at any time be or become a health or safety risk to any user or occupant of the Property.
  - (c) [Not Used]
  - (d) At the end of the Lease Term, by expiry or otherwise, you must carry out another EBS (“Subsequent EBS”) and if the result of the Subsequent EBS indicates that the level of minerals, hydrocarbons or chemicals present at the time of the Subsequent EBS exceeds that of the Applicable EBS, you must decontaminate the Property to the levels in the Applicable EBS, whichever is less stringent (“Decontamination Works”) and to the Authorities’ and our satisfaction.
  - (e) The Subsequent EBS must be conducted no earlier than 4 months before the end of the Lease Term, by expiry or otherwise. For clarity, any such EBS conducted earlier than the stated period of 4 months for any reason whatsoever will not be in compliance with clause 1.1.
  - (f) In the event that the Decontamination Works carried out by you or your agents continue after the end of the Lease Term, you will be deemed to be holding over the Property and clause 11.3 of the Standard Terms will apply for the period of holding over.
- 1.2 In this clause 1, the following expressions have the following meanings, unless the context requires otherwise:
- (a) “Applicable EBS” means the First EBS, the Further EBS, or the Dutch Standards, whichever is applicable.
  - (b) “Dutch Standards” means the Dutch standards regulating intervention levels at the time of the relevant EBS or Re-Sampling (as the case may be).
  - (c) “EBS” means Environmental Baseline Study to determine the level of minerals, hydrocarbons and chemicals at, on and beneath the Property.
  - (d) “RBCA” means Risk-Based Corrective Action, a site evaluation process that combines site characterization, risk management and remedial action into one framework for the purposes of efficiently screening the Property by matching the extent of remediation with the site-specific risk to human health, safety and the environment.
  - (e) “Re-Sampling” means the additional sample collections of minerals, hydrocarbons and chemicals at, on and beneath the Property which you or a NEA-accredited EBS consultant shall collect for analysis and comparison.

- 1.3 For clarity, if you are the Existing Occupier, this paragraph 1 does not apply to you.

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### 1A. Environmental Baseline Study

1A.1 As you are the Existing Occupier (defined in the Conditions of Tender), you must comply with the following:

- (a) At the end of the Lease Term, by expiry or otherwise, you must engage a NEA-accredited EBS consultant to consult an EBS ("Subsequent EBS") to determine the presence of minerals, hydrocarbons and chemicals on and beneath the Property, in accordance with our Guideline on Environmental Baseline Study (which is available on our website at <http://www.jtc.gov.sg>).
- (b) The Subsequent EBS must be conducted no earlier than 4 months before the end of the Lease Term by expiry or otherwise. For clarity, any such EBS conducted earlier than the stated period of 4 months for any reason whatsoever will not be in compliance with clause 1A.1.
- (c) In the event the contamination level in the Subsequent EBS exceeds the First EBS or the Dutch Standards, you must conduct further tests, including but not limited to RBCA and Re-Sampling (each referred to as "Further EBS"), and submit to us the results of the complete Further EBS within such time as required by us.
- (d) If the results of the Subsequent EBS or (as the case may be) Further EBS indicates that the level of minerals, hydrocarbons or chemicals present at the time of the Subsequent EBS or (as the case may be) Further EBS exceeds that of the First EBS, you must decontaminate the Property to the levels in the First EBS or the Dutch Standards, whichever is less stringent ("Decontamination Works") and to the Authorities' and our satisfaction.
- (e) In the event that the Decontamination Works carried out by you or your agents continue after the end of the Lease Term, you will be deemed to be holding over the Property and clause 11.3 of the Standard Terms will apply for the period of holding over.

1A.2 In this clause 1A, the following expressions have the following meanings, unless the context requires otherwise:

- (a) "Dutch Standards" means the Dutch standards regulating intervention levels at the time of the relevant EBS or Re-Sampling (as the case may be).
- (b) "EBS" means Environmental Baseline Study to determine the level of minerals, hydrocarbons and chemicals at, on and beneath the Property.
- (c) "First EBS" means the EBS dated 19 April 2023 prepared by TÜV SÜD PSB Pte Ltd.
- (d) "RBCA" means Risk-Based Corrective Action, a site evaluation process that combines site characterization, risk management and remedial action into one framework for the purposes of efficiently screening the Property by matching the extent of remediation with the site-specific risk to human health, safety and the environment.
- (e) "Re-Sampling" means the additional sample collections of minerals, hydrocarbons and chemicals at, on and beneath the Property which you or a NEA-accredited EBS consultant shall collect for analysis and comparison.

1A.3 For clarity, if you are not the Existing Occupier, this paragraph 1A does not apply to you.

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### 2. Other requirements under the Agreement for Lease

There are other requirements imposed on you under the Agreement for Lease and the phrase “Your Obligations” include such requirements.

### 3. Conditions of Tender

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

- (a) Condition 2.5 (*Knowledge of contents of Tender Packet*)
- (b) Condition 2.6 (*Error or Mis-statement*)
- (c) Condition 12 (*Possession of Property*)
- (d) Condition 15 (*Subsisting Rights on the Property*)
- (e) Condition 16 (*State and Condition of the Property*)
- (d) Condition 19 (*Default and Remedies*)
- (g) Condition 22 (*Debarment and Compensation*)
- (h) Condition 24.3 (*No Merger*)

### 4. Changes to the Memorandum of Lease IH/624434S

The existing clauses in Memorandum of Lease IH/624434S 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”, “Agreement for Lease”, “Invitation to Tender”, “Form of Tender” and “Tendered Sale Price” are defined at paragraph (C) at the start of this Appendix.

Clause No.	Column I (existing clause)	Column II (replacement clause)
Definition of “ <u>Agreement for Lease</u> ”	“ <u>Agreement for Lease</u> ” - Our Offer and your acceptance;	“ <u>Agreement for Lease</u> ” - As defined in Appendix C of the Conditions of Tender;
Definition of “ <u>Building Terms</u> ”	“ <u>Building Terms</u> ” - The Schedule of Building Terms attached to the Offer (if any);	“ <u>Building Terms</u> ” - The Schedule of Building Terms at <u>Part 2B</u> ( <i>Schedule of Building Terms</i> ) of Appendix C of the Conditions of Tender;
Definition of “ <u>Key Terms</u> ”	“ <u>Key Terms</u> ” - The Key Terms and Conditions attached to the Offer;	“ <u>Key Terms</u> ” - The Key Terms and Conditions at <u>Part 2A</u> ( <i>Key Terms and Conditions</i> ) of Appendix C of the Conditions of Tender;
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</u> ( <i>Special Terms and Conditions</i> ) of Appendix C of the Conditions of Tender;



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Clause No.	Column I (existing clause)	Column II (replacement clause)
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 Agreement for Lease and the Lease.	Other capitalized terms are defined in these Standard Terms and Appendix C of the Conditions of Tender.
1.9	If there is any inconsistency between the terms and conditions in the Offer, Key Terms, Building Terms (if any), Special Terms and these Standard Terms, the terms and conditions in the document listed earlier in this list takes precedence over the document listed later.	If there is any inconsistency between the terms and conditions in the Key Terms, Building Terms (if any), Special Terms and these Standard Terms, the terms and conditions in the document listed earlier in this list takes precedence over the document listed later.
1.10	Clauses 1.2 to 1.9 also apply to the Offer, Key Terms, Building Terms (if any), Special Terms and other documents used in the Agreement for Lease and the Lease.	Clauses 1.2 to 1.9 also apply to the Key Terms, Building Terms (if any) and Special Terms and other documents used in the Agreement for Lease and the Lease.
4.1(b)	(b) commence business operations within 6 months from the end of the Building Period, and conduct full and continuous operations at the Property only for the Authorised Use throughout the Lease Term; and	(b) conduct full and continuous operations at the Property only for the Authorised Use throughout the Lease Term; and
5.1(a)	(a) You agree to pay to us, where applicable, the Land Rent, Land Premium, Building Premium, Waterfront Fee, Foreshore and Seabed Premium, Service Charge, Goods and Services Tax ("GST") at the prevailing rate, and all other	(a) You agree to pay to us – (a1) the Tendered Sale Price and all other monies payable under the Conditions of Tender and other documents of the Tender Packet; and

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Clause No.	Column I (existing clause)	Column II (replacement clause)
	sums due in full and without any demand or deduction.	(a2) where applicable, the rent; and  (a3) Goods and Services Tax ("GST") at the prevailing rate,  and all other sums due in full and without any demand or deduction.
5.1(b)	(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.	(b) No Service Charge is payable during the Lease Term.
5.2(e)	(e) if you withdraw from the Agreement for Lease or the Lease before the Commencement Date, a sum equal to the prevailing market rent and fee payable from the Possession Date up to the date the obligations under clauses 11.1, 11.2 and 11.3 are completed. This request for payment or payment will not affect or diminish our rights elsewhere in the Agreement for Lease and the Lease; and	[Not used]
9.2	You agree to comply with all requirements of the Authorities (including fire safety, exit lighting, exit sign, emergency lightings and ancillary use of floor space). The Schedule of Statutory Controls has been provided together with the Offer.	You agree to comply with all requirements of the Authorities (including fire safety, exit lighting, exit sign, emergency lightings and ancillary use of floor space). The Schedule of Statutory Controls has been provided together with the Invitation to Tender.
11.2	If you leave behind any item, 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. You are	If you leave behind any item, 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. You are

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	responsible and 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. The proceeds will be used to offset all Loss incurred by us (including loss of Land Rent, Waterfront Fee and Service Charge, where applicable) for the period during which the item is not removed from the Property. Any balance proceeds will be returned to you upon your written request.	responsible and 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. The proceeds will be used to offset all Loss incurred by us (including loss of rent) for the period during which the item is not removed from the Property. Any balance proceeds will be returned to you upon your written request.
11.3	If you fail to deliver vacant possession of the Property at the end of the Lease Term, you will be deemed to be holding over. You must then pay to us, for the period of holding over, double the amount of Land Rent and Waterfront Fee (if applicable) or the prevailing market Land Rent and Waterfront Fee (if applicable) (whichever is higher) and Service Charge (if applicable). There will be no renewal of the Lease by operation of law or pursuant to the provisions of the Agreement for Lease or the Lease. During the holding over period, all other terms of the Agreement for Lease or the Lease remain in effect. This clause will not be construed as our consent for you to hold over for any reason. The enforcement of our rights under this clause will not affect or diminish our rights elsewhere in the Agreement for Lease and the Lease	If you fail to deliver vacant possession of the Property at the end of the Lease Term, you will be deemed to be holding over. You must then pay to us, for the period of holding over, double the amount of rent or double the amount of prevailing market rent (whichever is higher). There will be no renewal of the Lease by operation of law or pursuant to the provisions of the Agreement for Lease or the Lease. During the holding over period, all other terms of the Agreement for Lease or the Lease remain in effect. This clause will not be construed as our consent for you to hold over for any reason. The enforcement of our rights under this clause will not affect or diminish our rights elsewhere in the Agreement for Lease and the Lease
12.1	Subject to clause 12.2, you agree not to sublet, grant a licence, encumber or otherwise part with	Subject to clause 12.2, you agree not to grant a licence, encumber or otherwise part

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	or share possession or occupation of the Property or any part of the Property, or transfer, assign, charge, create a trust or agency over the Agreement for Lease or the Lease (" <u>Prohibited Transactions</u> "), unless our prior consent is obtained.	with or share possession or occupation of the Property or any part of the Property, or transfer, assign, charge, create a trust or agency over the Agreement for Lease or the Lease (" <u>Prohibited Transactions</u> "), unless our prior consent is obtained.
12.2	You must first make a written offer to us in respect of the sale, transfer or assignment of your interest in the Property or any part of the Property (" <u>ROFR Offer</u> ") before approaching any other party. In the event we decline the ROFR Offer, you may proceed to seek our consent in accordance with clause 12.1. For the avoidance of doubt, you may not sell, transfer or assign your interest in the Property or any part of the Property at a price lower than what you have offered to us in the ROFR Offer.	[Not Used]
13.2	<p>We are also entitled to re-enter the Property (or any part of the Property in the name of the whole) at any time (even if we had previously waived a right of re-entry) and to repossess the Property, and the Agreement for Lease or the Lease will immediately determine, if:</p> <p>(a) the Land Rent, Land Premium, Waterfront Fee, Foreshore and Seabed Premium, Service Charge, or any other sum payable under the Agreement for Lease or the Lease remains unpaid in full or in part for 14 days after the due date (whether formally demanded or not);</p> <p>(b) you are in breach of any</p>	<p>We are also entitled to re-enter the Property (or any part of the Property in the name of the whole) at any time (even if we had previously waived a right of re-entry) and to repossess the Property, and the Agreement for Lease or the Lease will immediately determine, if:</p> <p>(a) the Tendered Sale Price, the rent, or any other sum payable under the Agreement for Lease or the Lease remains unpaid in full or in part for 14 days after the due date (whether formally demanded or not);</p> <p>(b) you are in breach of any other of Your Obligations and if such breach is capable of remedy, you have failed to</p>

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	<p>other of Your Obligations and if such breach is capable of remedy, you have failed to remedy the breach within a reasonable period stipulated by us;</p> <p>(c) any distress or execution is levied on Your Items at the Property; or</p> <p>(d) you suffer an Event of Insolvency.</p>	<p>remedy the breach within a reasonable period stipulated by us;</p> <p>(c) any distress or execution is levied on Your Items at the Property; or</p> <p>(d) you suffer an Event of Insolvency.</p>
13.5	<p>The following does not prejudice nor waive our rights or remedies in respect of any breach of Your Obligations:</p> <p>(a) any indulgence or extension of time granted by us or any forbearance of any breach of Your Obligations;</p> <p>(b) any consent or approval given by us;</p> <p>(c) any failure or omission by us to exercise any of our rights under the Agreement for Lease or the Lease or the Law;</p> <p>(d) any receipt or acceptance by us of any payment or part payment of Land Rent, Waterfront Fee (if applicable), Service Charge (if applicable) or other sums payable under the Agreement for Lease or the Lease; or</p> <p>(e) any waiver, express or implied, by us of any other breach of the same or any other obligation.</p>	<p>The following does not prejudice nor waive our rights or remedies in respect of any breach of Your Obligations:</p> <p>(a) any indulgence or extension of time granted by us or any forbearance of any breach of Your Obligations;</p> <p>(b) any consent or approval given by us;</p> <p>(c) any failure or omission by us to exercise any of our rights under the Agreement for Lease or the Lease or the Law;</p> <p>(d) any receipt or acceptance by us of any payment or part payment of the Tendered Sale Price, rent or other sums payable under the Agreement for Lease or the Lease; or</p> <p>(e) any waiver, express or implied, by us of any other breach of the same or any other obligation.</p>
13.6	<p>The Land Premium and Foreshore and Seabed Premium will not be repaid or refunded to you in the event that we exercise our right of re-entry. For avoidance of</p>	<p>There will be no refund of the Tendered Sale Price or any other monies paid under the Conditions of Tender or any other documents under the Invitation</p>

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Clause No.	Column I (existing clause)	Column II (replacement clause)
	doubt, any refund of these premiums in any other situations or for any of our products will require agreement by us in writing.	to Tender in the event that we exercise our right of re-entry or under any other circumstances.
15.6	For purpose of the Distress Act 1934, all unpaid Land Rent, Waterfront Fee (if applicable), Service Charge (if applicable), interest, GST and all other sums will be deemed to be rent in arrears and recoverable in the manner provided in the said Act.	For purpose of the Distress Act 1934, all unpaid Tendered Sale Price, rent, interest, GST and all other sums will be deemed to be rent in arrears and recoverable in the manner provided in the said Act.

APPENDIX C TO THE CONDITIONS OF TENDER

PART 4 (Standard Terms and Conditions)

**IMPORTANT NOTICE**

The information contained in this instrument forms part of the public records available for inspection and search by members of the public upon payment of a fee. The information is collected and used for the purpose of maintaining the land register pursuant to the Land Titles Act.

**THE LAND TITLES ACT  
MEMORANDUM OF LEASE**

For Official Use Only	
Instrument No.	IH/624434S
Version No.	Based On 0.01
Registered By	
Registered On	



**LESSOR**

ID / Co Regn No :	T08GB0025A
Name :	Jurong Town Corporation
Citizenship / Place of Incorporation :	SINGAPORE
Address (within Singapore for service of notice) :	8 Jurong Town Hall Road The JTC Summit Singapore 609434

**DIRECTOR OF LESSOR**

ID / Co Regn No :	S1803911G
Name :	Mohamad Hafiz Bin Sayuti

I, the abovenamed director of the lessor, certify that this memorandum (comprising 10 pages) contains the provisions which are deemed to be incorporated in any instrument in which the abovementioned is named as a lessor, and such instrument has reference to this memorandum.

**COVENANTS AND CONDITIONS**

\* Please see attached Standard Terms and Conditions

**DATE OF APPLICATION :** 11 NOV 2022

APPENDIX C TO THE CONDITIONS OF TENDER

**IMPORTANT NOTICE**

The information contained in this instrument forms part of the public records available for inspection and search by members of the public upon payment of a fee. The information is collected and used for the purpose of maintaining the land register pursuant to the Land Titles Act.

**EXECUTION BY DIRECTOR**

Signature :

  
Mohamed Hafiz Bin Sayuti

Witness :

  
\_\_\_\_\_

**LODGED BY**

Name of Lodging Party :	Jurong Town Corporation
Address (within Singapore for service of notice) :	8 Jurong Town Hall Road The JTC Summit Singapore 609434

**CASE FILE REFERENCE**

Law firm case file reference :	JTC(LS)00/1042/HS/ZR
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## APPENDIX C TO THE CONDITIONS OF TENDER

### Standard Terms and Conditions

#### **1 Definitions and Interpretation**

- 1.1 The following words and phrases have the meanings described below, unless the context requires otherwise:

"Agreement for Lease" - Our Offer and your acceptance;

"Authorities" - All relevant government and statutory authorities;

"Building" - The building (including all common areas, fixtures and fittings) on and within the Property and any part of it;

"Building Terms" - The Schedule of Building Terms attached to the Offer (if any);

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

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

"Event of Insolvency" - Inability to pay debts, the presentation of a bankruptcy application, entry into liquidation whether compulsory or voluntary (except for the purpose of reconstruction or amalgamation with our prior consent), the making of a proposal 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 the Property or a substantial part of its assets;

"Key Terms" - The Key Terms and Conditions attached to the Offer;

"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;

"Lease" - The instrument of Lease issued to you pursuant to the Agreement for Lease;

"Loss" - All actions, claims, summonses, judgments, orders, charges, demands, losses, damages, injuries, liabilities, penalties, proceedings, costs, expenses and inconvenience, of any kind and however caused;

"Maximum Electricity Load" - The maximum electricity load for the Property or Building as provided in applicable regulations or as required by the Authorities or us;

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

"Outgoings" - All rates, taxes (including property tax), assessments, charges, penalties and impositions;

"Property" - As defined in the Agreement for Lease and the Lease, and any part of it (excluding the soil of the road and footpath adjacent to the Property), including Building Works (if any), the Building and all structures, installations, fixtures and fittings there;

"Refurbishment Works" - As defined in clause 4.1(c) of the Standard Terms;

"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 6.4 of the Standard Terms;

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

"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;

"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; and

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

TENDER REFERENCE NO. JTC/EPSP/PT/0623JB  
SALE OF SITE AT 33 JALAN BUROH SINGAPORE 619487



APPENDIX C TO THE CONDITIONS OF TENDER

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## APPENDIX C TO THE CONDITIONS OF TENDER

- 1.2 Other capitalized terms are defined elsewhere in these Standard Terms, the Agreement for Lease and the Lease.
- 1.3 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.
- 1.4 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.
- 1.5 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 You must comply with all Your Obligations at your own cost and expense, and to our satisfaction. You must also ensure and procure that Your Authorised Person complies with all Your Obligations. For a partnership, all Your Obligations are jointly and severally binding on the partners.
- 1.8 No exercise of any one right or remedy by us under the Agreement for Lease, the Lease, at Law or in equity, will (unless otherwise specified) prevent the exercise of any other right or remedy. When we exercise our rights to enter or inspect the Property, we and Our Authorised Person are entitled to bring workmen and equipment onto the Property.
- 1.9 If there is any inconsistency between the terms and conditions in the Offer, Key Terms, Building Terms (if any), Special Terms and these Standard Terms, the terms and conditions in the document listed earlier in this list takes precedence over the document listed later.
- 1.10 Clauses 1.2 to 1.9 also apply to the Offer, Key Terms, Building Terms (if any), Special Terms and other documents used in the Agreement for Lease and the Lease.

### **2 Our Obligations**

- 2.1 If you comply with all Your Obligations, you may have quiet enjoyment of the Property during the Lease Term without any interruption from us, except as provided in the Agreement for Lease and the Lease.
- 2.2 If the government survey lot number has not been obtained from the Authorities, we will apply to the Authorities for the number upon your written request unless you are in breach of Your Obligations.

### **3 Easements and Reservations**

- 3.1 During the Lease Term, you are entitled to the following rights if you comply with all Your Obligations:
  - (a) right to use the Utility Facilities located within the Estate for running of water, electricity, gas and telecommunications facilities to and from the Property; and
  - (b) right of support and protection from all other parts of the Estate (if any).
- 3.2 We and Our Authorised Person enjoy the rights listed in clause 3.1 and the following rights:
  - (a) right of free and uninterrupted passage and running of water, sewage, electricity, gas, cable, telecommunications and other forms of communications and other services from and to the adjoining and neighbouring premises in and through the Utility Facilities upon, over and under the Property 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; and
  - (b) all other easements and ancillary rights as set out or implied in the Land Titles Act 1993.

### **4 Your Obligations**

#### **Condition of Property and Certificate of Title**

- 4.1 You agree to:
  - (a) accept the Property 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 Property;
  - (b) commence business operations within 6 months from the end of the Building Period, and conduct full and continuous operations at the Property only for the Authorised Use throughout the Lease Term; and
  - (c) accept the Property on the basis that repairs, maintenance, refurbishment and upgrading works may be carried out in the Building and/or Estate (if any) from time to time ("Refurbishment Works").

## APPENDIX C TO THE CONDITIONS OF TENDER

4.2 You are required to:

- (a) submit to us a copy of any Certificate of Title (Subsidiary) issued by the Registrar of Titles in your favour for the leasehold estate comprised in the Agreement for Lease or the Lease. If the Lease Term is determined, you must immediately surrender the Certificate of Title (Subsidiary) to the Registrar of Titles for cancellation and keep us informed;
- (b) not make any objection or requisition in respect of the title to the Property and not require the delivery or production of any deeds or documents from us; and
- (c) obtain all necessary approvals required for the Building Works (if any), any construction and development at the Property and Authorised Use, including the installation and maintenance of the plant and machinery and other fixtures and fittings, and keep them in force throughout the Lease Term.

### 5 Payments

- 5.1 (a) You agree to pay to us, where applicable, the Land Rent, Land Premium, Building Premium, Waterfront Fee, Foreshore and Seabed Premium, 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.
- 5.2 You agree to pay to us the following:
- (a) charges for all services, additional services and facilities provided by us to you or the Property, including after-hours and excess air-conditioning, emergency power supply and additional power supply in excess of the stipulated usage at rates stipulated by us;
  - (b) all survey fees and other charges, including those payable to and claimed by the Authorities, for the sub-division of the land of which the Property forms part, and the preparation and issuance of a Certificate of Title. We have the right to employ our own surveyor to carry out the surveys needed;
  - (c) a reasonable proportion of the expense of constructing, repairing, rebuilding and cleansing all party walls, fences, sewers, drains, pipes, water-courses and other facilities the use of which is common to the Property and the occupiers of any adjoining premises. If there is any dispute, the expense and proportion will be conclusively determined by our surveyor;
  - (d) 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. For unpaid Land Premium, Foreshore and Seabed Premium or Building Premium, the interest rate is 8.5% per annum, or such other rate determined by us;
  - (e) if you withdraw from the Agreement for Lease or the Lease before the Commencement Date, a sum equal to the prevailing market rent and fee payable from the Possession Date up to the date the obligations under clauses 11.1, 11.2 and 11.3 are completed. This request for payment or payment will not affect or diminish our rights elsewhere in the Agreement for Lease and the Lease; and
  - (f) legal fees, stamp duty and other reasonable costs and disbursements incurred in preparation of the Agreement for Lease and the Lease documents, and the legal fees relating to any enforcement of Your Obligations on a full indemnity basis.
- 5.3 You agree to pay for all Outgoings in respect of the Property and other outgoings as imposed by the Authorities on you. You will be required to reimburse us if we make such payments on your behalf for any reason.

### 6 Maintenance and Occupation

- 6.1 You agree to:
- (a) maintain and keep the Property, and all items serving the Property, in good and tenable repair and condition (fair wear and tear excepted);
  - (b) replace any item serving the Property which needs to be replaced with an item of good quality and similar operational capabilities;
  - (c) remove all 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 Agreement for Lease or the Lease, as required by us; and
  - (d) contain and dispose of all waste, including pollutants and contaminants, in accordance with the Law or our requirements.
- 6.2 You agree not to:
- (a) do anything within the Property which in our view may be or become a nuisance, annoyance or cause damage or inconvenience to the business or quiet enjoyment of any adjoining or neighbouring premises;



APPENDIX C TO THE CONDITIONS OF TENDER

- (b) do anything that will affect any insurance effected for the Property or Estate or cause the insurance to become void or voidable;
  - (c) exceed the Maximum Gross Plot Ratio for the Property, without the Authorities and our prior consent;
  - (d) without the Authorities and our prior consent, amend any pre-approved plans, elevations or specifications of the Buildings, structures, installations and equipment. If we grant consent, you will comply with the additional obligations imposed, particularly those to ensure that the proposed addition, alteration or rebuilding will be carried out within a reasonable time;
  - (e) carry out any additions or alterations of whatever nature, or remove or install any fixtures or fittings, at the Property or Estate, nor change in any way the external appearance of the Property or Estate, including walls, windows and grilles, without our prior consent;
  - (f) exceed the Maximum Floor Loading. You should ensure that the permitted load is sufficiently or evenly distributed;
  - (g) do anything or use a forklift which affects the structure or safety of the Property, including during the period before the issue of the Certificate of Statutory Completion;
  - (h) bring into the Property or Estate, any bio-hazardous, corrosive, radioactive, explosive, flammable or other dangerous items, without our prior consent;
  - (i) exceed the Maximum Electricity Load or interfere in any manner with the existing electrical design load, wirings, apparatus, fixtures or fittings in the Property or Estate, nor tap or use any utilities from any source or supply that has not been authorised by us or is not arranged and paid by you;
  - (j) install or use any type of equipment, machinery, fixture, fitting, appliance or installation (collectively, "Equipment") 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 used or permitted by us within the Property or Estate or the operation of any Equipment of other persons within the Property or Estate;
  - (k) display any sign except for your business name in such place and manner approved by us, nor use the name of the Estate as part of your trade or business name;
  - (l) use the Car-Park to store goods, equipment or containers, nor place anything beyond the boundaries of the Property, or obstruct any common areas of the Estate. You are required to comply with all our parking and other rules and regulations (as may be amended from time to time) relating to the Property and Estate;
  - (m) keep any animal at the Property; and
  - (n) use the Property for any illegal or immoral purpose, nor permit any person to sleep or reside in the Property (temporarily or otherwise).
- 6.3 You must immediately inform us if there is any damage to the Property or Estate caused (directly or indirectly) by you or Your Authorised Person, and restore the damage to our satisfaction or to its standard before the damage within the timeline required by us.
- 6.4 If you plan to take over or took over the fixtures, fittings, additions and alterations installed by another person ("Take-Over Item"), you must comply with our requirements and obtain the Authorities' approvals for the Take-Over Item. You must immediately remove any Take-Over Item that is not in compliance or approved by us.
- 6.5 You must ensure that all fences and boundary walls of the Property meet a height requirement of 2.0 metres unless otherwise allowed by us in writing.
- 6.6 You agree to:
- (a) insure all Your Items (including any Take-Over Item) against loss and damage and the Property against loss and damage to the full cost of rebuilding or reinstatement (including all fees and charges required under the Law and professional fees);
  - (b) be responsible for and make adequate provision against (including procuring an appropriate public liability insurance coverage) all Loss to any person (including loss of life) and any item on the Property regardless of the cause;
  - (c) produce to us on request the insurance policies and receipts of premium payments;
  - (d) immediately give us written notice if the Property or any part of it is damaged or destroyed. All the monies received under the insurance policies must be used to rebuild or reinstate the Property in accordance with the plans and specifications approved by us and the Authorities. If the monies are insufficient, you must make up and pay the short-fall. If we consent to a surrender or termination of the Agreement for Lease or the Lease, clauses 11.1, 11.2 and 11.3 will apply; and
  - (e) pay to us, by way of additional rent, any insurance premiums paid by us on your behalf in the event of your failure to insure the Property as required in clauses 6.6(a) and 6.6(b). We are entitled (but not obliged) to insure the Property as stated here.

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ATTACHMENT 3 TO THE CONDITIONS OF CONTRACT

**7 Encroachment**

- 7.1 If you are found to have encroached upon any area beyond the Property, you will rectify and remove the encroachment immediately to our satisfaction and pay us such compensation as we may determine. Any natural accretion of land or your failure to prevent natural accretion of land will be deemed an encroachment. The enforcement of our rights under this clause will not affect or diminish our other rights elsewhere in the Agreement for Lease and the Lease.
- 7.2 If we permit you to regularise and retain the encroached area, or any part of it, upon such terms as required by us and the Authorities, you will pay additional rent, premium and charges for the encroached area and all survey fees, amalgamation fees, legal costs and all other related costs as determined by us, from the date the encroachment started as reasonably determined by us.

**8 Protection of Slope, Shore and Embankment**

- 8.1 You agree to carry out works necessary to prevent earth slip or erosion of any slope adjoining the Property, including diversion of any existing Utility Facilities, as required by us and the Authorities.
- 8.2 If any shore or embankment forms part of the Property, you will:
- (a) take such steps and execute works upon the Property necessary to protect the adjoining shores and embankments and for the prevention and remediation of earth-slip, erosion of soil, failure of slopes and embankments, and accretion (natural or otherwise) of land. The works must be carried out expeditiously in a workman-like manner in accordance with prevailing best practices for engineering in Singapore and to the satisfaction of the Authorities;
  - (b) maintain the seabed at the Property to such depth as stipulated by us or the Authorities from time to time;
  - (c) remove all silt and debris which may be deposited or have collected along the shore as a result of the construction and existence of structures erected or to be erected; and
  - (d) not reclaim any portion of the foreshore and seabed adjoining the Property except with our and the Authorities' prior consent and in accordance with the Law.

**9 Compliance with Law and Regulations**

- 9.1 You agree to comply with the Law in relation to Your Obligations and anything done at the Property or Estate.
- 9.2 You agree to comply with all requirements of the Authorities (including fire safety, exit lighting, exit sign, emergency lightings and ancillary use of floor space). The Schedule of Statutory Controls has been provided together with the Offer.

**10 Access to Property**

- 10.1 You agree to permit us and Our Authorised Person to enter the Property at reasonable times and in emergencies to:
- (a) inspect the state of the Property, take inventory of Your Items and verify compliance with Your Obligations;
  - (b) carry out Refurbishment Works, maintenance, repairs or other works to or in connection with the Property, as we consider fit; and
  - (c) exercise any other rights granted to us under the Agreement for Lease or the Lease.

For avoidance of doubt, in the event we and Our Authorised Person, by written notice, request to enter the Property 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.

- 10.2 You agree to permit our prospective lessees to enter and view the Property, by prior appointment and at reasonable times, during the last 6 months of the Lease Term.
- 10.3 You agree to give free and unrestricted access to the Property to the Authorities for their lawful purposes, and to SP Services Ltd, SP Powergrid Ltd and other authorised companies to inspect or carry out necessary works in relation to the services and easements listed in clause 3.2.

**11 Expiry of Lease Term and Reinstatement**

- 11.1 At the end of the Lease Term, by expiry or otherwise (including termination of the Agreement for Lease or the Lease), you agree to:
- (a) deliver up the Property to us in good and tenantable repair and condition;
  - (b) remove all buildings, structures, fixtures, fittings, additions and alterations installed by you, Take-Over Item and Previous Works, repair and make good all damage due to such removal, and reinstate the Property to our requirement, unless we inform you in writing that such removal, repair or reinstatement is not required; and

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(c) If required by us, carry out decontamination works and paint the Building.

11.2 If you leave behind any item, 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. You are responsible and 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. The proceeds will be used to offset all Loss incurred by us (including loss of Land Rent, Waterfront Fee and Service Charge, where applicable) for the period during which the item is not removed from the Property. Any balance proceeds will be returned to you upon your written request.

11.3 If you fail to deliver vacant possession of the Property at the end of the Lease Term, you will be deemed to be holding over. You must then pay to us, for the period of holding over, double the amount of Land Rent and Waterfront Fee (if applicable) or the prevailing market Land Rent and Waterfront Fee (if applicable) (whichever is higher) and Service Charge (if applicable). There will be no renewal of the Lease by operation of law or pursuant to the provisions of the Agreement for Lease or the Lease. During the holding over period, all other terms of the Agreement for Lease or the Lease remain in effect. This clause will not be construed as our consent for you to hold over for any reason. The enforcement of our rights under this clause will not affect or diminish our rights elsewhere in the Agreement for Lease and the Lease.

**12 Prohibited Transactions**

12.1 Subject to clause 12.2, you agree not to sublet, grant a licence, encumber or otherwise part with or share possession or occupation of the Property or any part of the Property, or transfer, assign, charge, create a trust or agency over the Agreement for Lease or the Lease ("Prohibited Transactions"), unless our prior consent is obtained.

12.2 You must first make a written offer to us in respect of the sale, transfer or assignment of your interest in the Property or any part of the Property ("ROFR Offer") before approaching any other party. In the event we decline the ROFR Offer, you may proceed to seek our consent in accordance with clause 12.1. For the avoidance of doubt, you may not sell, transfer or assign your interest in the Property or any part of the Property at a price lower than what you have offered to us in the ROFR Offer.

12.3 Our prior consent is needed for any changes in the Authorised Use of the Property or if the Property is to be occupied for any purpose other than for the Authorised Use. For a private limited company, you must in your consent application inform us of any change in the shareholding of your company in the last 5 years prior to the application. For a public company, you must inform us of any change in the control or material change in the shareholding of your company in the last 5 years prior to application. For a sole proprietorship or partnership, you must inform us of any change in control or material change in ownership of your business in the last 5 years prior to application.

12.4 If you are subletting any part of the Property to another party with our prior consent, you must:

- (a) ensure the Property is sublet only for the Authorised Use and the subletting complies with the Law and is subject to the terms of the Agreement for Lease or the Lease;
- (b) pay to us the subletting fees at the prevailing rate in accordance with our subletting policies and conditions stipulated by us;
- (c) not permit the lodgement of any lease or caveat by any sublessee at the Singapore Land Authority in respect of the whole or any part of the Property;
- (d) not require us to subdivide the Property or do anything which could result in a requirement by Law to subdivide the Property or any part of it;
- (e) continue to be principally liable to us and to comply with all of Your Obligations;
- (f) ensure that no sublessee will further sublet, permit underletting, create a trust, grant a licence or otherwise part with or share the possession or occupation of the whole or any part of the Property being sublet;
- (g) terminate all subletting agreement(s) immediately in the event we exercise our right to re-enter the Property (or any part of the Property in the name of the whole) at any time (even if any previous right of re-entry has been waived) and to repossess the Property; and
- (h) comply with our guide on "Subletting your Premises" which can be found on our website.

12.5 Our consent is required if you want to effect any one or more of the following:

- (a) change the manner of holding or your respective shares in the Property;
- (b) make any application for conversion under Part IV of the Limited Liability Partnerships Act 2005;
- (c) 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 Property or interest in the Property to be transferred to or vested in any amalgamated entity.



CONDITIONS OF CONTRACT

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**13 Breaches and Re-entry**

- 13.1 In the event of a breach of any of Your Obligations, you must immediately make good your default at your own costs. We are entitled (but not obliged) to carry out any works or action we consider necessary to make good your default, and you must pay to us, on demand, the cost of such works or action. The enforcement of our rights under this clause will not affect or diminish our rights elsewhere in the Agreement for Lease and the Lease.
- 13.2 We are also entitled to re-enter the Property (or any part of the Property in the name of the whole) at any time (even if we had previously waived a right of re-entry) and to repossess the Property, and the Agreement for Lease or the Lease will immediately determine, if:
- (a) the Land Rent, Land Premium, Waterfront Fee, Foreshore and Seabed Premium, Service Charge, or any other sum payable under the Agreement for Lease or the Lease 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 a reasonable period stipulated by us;
  - (c) any distress or execution is levied on Your Items at the Property; or
  - (d) you suffer an Event of Insolvency.
- 13.3 If the Property is mortgaged and the required notice of mortgage is given to us, we will not re-enter or forfeit the Agreement for Lease or the Lease until we have served a written notice of the breach to the mortgagee and the mortgagee has failed to remedy the breach within the timeline stipulated in the notice.
- 13.4 Re-entry under clause 13.2 does not affect or diminish our rights or remedies in respect of any prior breach of Your Obligations (including the breach leading to the re-entry).
- 13.5 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 Agreement for Lease or the Lease or the Law;
  - (d) any receipt or acceptance by us of any payment or part payment of Land Rent, Waterfront Fee (if applicable), Service Charge (if applicable) or other sums payable under the Agreement for Lease or the Lease; or
  - (e) any waiver, express or implied, by us of any other breach of the same or any other obligation.
- 13.6 The Land Premium and Foreshore and Seabed Premium will not be repaid or refunded to you in the event that we exercise our right of re-entry. For avoidance of doubt, any refund of these premiums in any other situations or for any of our products will require agreement by us in writing.

**14 Indemnity and Exclusions**

- 14.1 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 the following:
- (a) the use of the Property or any other area of the Estate, by you or Your Authorised Person;
  - (b) any occurrence within the Property; and
  - (c) any default of any of Your Obligations, and actions on our part to carry out such works or actions to make good your default (including reinstatement works when you have failed to do so, as well as payments of rents, premiums, service charges and other charges to us).
- 14.2 We are not liable for:
- (a) any act, omission or 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 event beyond our control (including acts of terrorism);
    - (b2) any subsidence or cracking of the apron/ground/production floor slabs of the Property, or any other area of the Estate;
    - (b3) any defect, latent or inherent or otherwise, in the Property or Estate;
    - (b4) any occurrence within the Property or Estate;
    - (b5) use of the Car-Park;
    - (b6) any Loss to Your Items within the Property or Estate; and
  - (c) any loss of quiet enjoyment of the Property in relation to any of the events mentioned in this clause.



CONDITIONS OF CONTRACT

ATTACHMENT 3 TO THE CONDITIONS OF CONTRACT

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**15 Other Conditions**

- 15.1 We are entitled to assign or novate all our rights and interest and transfer our obligations under the Agreement for Lease and the Lease to another person ("In-coming Lessor"). If we do so, you are deemed to have consented to such assignment or novation and will accept the In-coming Lessor as your new lessor, and to release us from all our obligations under the Agreement for Lease or the Lease, including our obligation to refund all other sums pursuant to the Agreement for Lease or the Lease. You will execute such document as required by us to effect the assignment or novation.
- 15.2 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 Property ("Head Lease"), unless varied by the provisions of the Agreement for Lease or the Lease. If the Property is acquired by the State/Government, or the Head Lease is terminated for any reason, the Agreement for Lease or the Lease will 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.
- 15.3 If there is a public or other emergency, we are entitled to deny or restrict access to the Property and Estate for so long as we deem necessary.
- 15.4 You will not be entitled to any right of access of light or air to the Property, which will restrict or interfere with the user of any adjoining or neighbouring premises, for building or any other purpose.
- 15.5 Any written notice is sufficiently served on you by leaving it at your registered business address, even if 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.
- 15.6 For purpose of the Distress Act 1934, all unpaid Land Rent, Waterfront Fee (if applicable), Service Charge (if applicable), interest, GST and all other sums will be deemed to be rent in arrears and recoverable in the manner provided in the said Act.
- 15.7 A person who is not a party to the Agreement for Lease or the Lease has no right under the Contract (Rights of Third Parties) Act 2001 to enforce any of the provisions of the Agreement for Lease or the Lease.
- 15.8 If any provision of the Agreement for Lease or the Lease, at any time, is or becomes illegal, invalid or unenforceable in any respect, the remaining provisions of the Agreement for Lease or the Lease (insofar as they are severable from such illegal, invalid or unenforceable provisions) will in no way be affected or impaired.
- 15.9 The Agreement for Lease and the Lease constitutes the entire agreement between the parties and no variation of the Agreement for Lease and the Lease will be enforceable unless agreed in writing between us.
- 15.10 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 Agreement for Lease or the Lease. 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.
- 15.11 The Agreement for Lease and the Lease are governed by Singapore laws. You irrevocably submit to the exclusive jurisdiction of the Singapore courts.
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