

APPENDIX 6 TO 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) the phrase “*Conditions of Tender*” means the Conditions of Tender comprised in the Tender Packet issued by us under Tender Reference No. JTC/NEB/PQT/0926;
 - (C2) the phrase “*Form of Tender*” has the meaning ascribed to it in the Conditions of Tender;
 - (C3) the word “*Premises*” refers to the Premises defined in the Conditions of Tender, and includes any part of the Premises;
 - (C4) the phrase “*Tender Acceptance Letter*” has the meaning ascribed to it in the Conditions of Tender;
 - (C5) the phrase “*Tender Packet*” has the meaning ascribed to it in the Conditions of Tender;
 - (C6) the phrase “*Tendered Monthly Gross Rent*” 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 means the “*Successful Tenderer*” as defined in the Conditions of Tender;
 - (C8) for the avoidance of doubt, the phrase “*Your Obligations*” in this Appendix means 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)

Premises	73A Ayer Rajah Crescent, Singapore 139957 More details can be found in Annex-1C (Particulars of Premises) of the Conditions of Tender
Term	5 years from the Tenancy Commencement Date
Tenancy Commencement Date	1 August 2027
Possession Date (date the Premises will be handed to you)	1 August 2027
Rent per month (For clarity, the amount in this row excludes GST. GST is payable by you.)	<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>
Service Charge per month (For clarity, the amount in this row excludes GST. GST is payable by you.)	The amount of Service Charge of \$1.58 per square metre per month of the Net Lettable Area
Usage Charge per month (For clarity, the amount in this row excludes GST. GST is payable by you.)	\$0.00
Other Charges per month (For clarity, the amount in this row excludes GST. GST is payable by you.)	\$0.00
Security Deposit Amount (equivalent to 3 months' fixed recurring charges)	An amount equivalent to one (1) month of the Tendered Monthly Gross Rent
Reinstatement Deposit Amount	\$0.00
Standard Rent-Free Period (During the Standard Rent-Free Period, Rent and Service Charge are not payable.)	Four (4) months from the Possession Date
Authorised Use	As defined in the Conditions of Tender
Net Lettable Area (" <u>NLA</u> ")	2,768 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	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 and Conditions apply to these Key Terms. The Standard Terms and Conditions are at Attachment (Part 4) of this Appendix. If there is any inconsistency, the conditions in Part 1 above take precedence over these Key Terms, and these Key Terms take precedence over the Special Terms and Condition (at Part 3 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. [Not Used]

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

5.1 Option Term

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 4 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 clarity) the tenancy relating to the Term is still subsisting,

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

- (i) the **Further Tenancy Period** shall commence immediately after the expiry of the Term;
- (ii) the monthly 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
- (iii) 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, usage charge (if any), additional services and charges (if any) and security deposit, and there is no provision for renewal of tenancy.

5.2 [Not used]

5.3 No lodgement of entries with the Singapore Land Authority and no subdivision

- (a) You must not, at any time, lodge any entry (whether a caveat, lease, or otherwise) with the Singapore Land Authority in respect of the Tenancy, whether before, on or after –
 - (a1) the Term; or
 - (a2) any of the further terms referred to in this clause 5.
- (b) You must immediately remove all entries lodged against the Premises at the Singapore Land Authority.
- (c) You must not require us to subdivide the Building or do any act which could result in us being required to subdivide the Building.

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 Attachment (Part 1) (Details) of this Appendix.
- 6.2 (a) 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.
- (b) You must pay the Usage Charge on the same date as the Rent. We are entitled, at any time and from time to time, to increase the Usage 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**
- 7.1 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 Standard Rent-Free Period remains unchanged even if the Fitting Out Works are completed after the end of the Standard Rent-Free Period.
- 7.2 Before you commence any Fitting Out Works, you may be required to –
- (a) procure such insurance policies as required by us and such policies must include such “Cross Liability” and “Waiver of Subrogation” clauses as required by us and name us as the principal insured party; and
- (b) submit copies of such policies, and receipts of the premium payment, to us.
8. **Security Deposit**
- The Security Deposit payable by you is set out in Attachment (Part 1) (Details), 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**
- You may terminate the Tenancy by giving us not less than 3 months’ prior written notice, or paying us 3 months’ rent-in-lieu, without affecting any accrued rights or remedies of either party.
11. **Green Building Obligations**
- The Premises are located within a building which has been issued (or is to be issued) with a Green Mark rating by the Building and Construction Authority. You must comply with the clause titled “Green Building Obligations” in the Attachment (Part 3) (Special Terms and Conditions).

12. [Not Used].

13. [Not Used].

14. [Not Used].

15. **Control Requirement**

You agree not to, without our prior written consent, effect any change in the shareholding, constitution or membership of your company, sole-proprietorship or partnership. Consent may be granted subject to terms and conditions at our discretion. Where such change is needed pursuant to an order of court, you need only give us notice (with supporting documents) within 1 month of the change.

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
- ☐ Guidelines on Environmental Baseline Study (where applicable)
- ☐ Tenant's Guide Book (at your respective Estate's homepage) (where applicable)

PART 3 (Special Terms and Conditions)

PART A

For compliance with the Code of Conduct for Leasing of Retail Premises in Singapore ("CoC") and the Lease Agreements for Retail Premises Act 2023

Attachment: *CoC Checklist*

A1. **[Not Used]**

A2. **[Not Used]**

A3. **Service Charge, Advertising and Promotion (A&P) Charges**

- (a) For the purposes of this clause, the term "overall gross rent" shall mean the Rent, Service Charge, and A&P charge (if any).
- (b) Notwithstanding clause 6 of the Key Terms (*Rent, Service Charge and other payments*) and clause 4.2(b) of the Standard Terms (*Payments*), if there is any increase in the Service Charge during the Tenancy, the A&P charge (if any) will be adjusted such that the overall gross rent payable by you during the Tenancy after such adjustment in the Service Charge and the A&P charge (if any) does not increase.

A4. **Pre-Termination due to our Redevelopment Works**

[Not Used]

A5. **Pre-Termination by You**

See clause 10 of the Key Terms (*Early Termination by Written Notice*).

A6. **Replacement of Clause 4.3(f) of the Standard Terms**

The existing Clause 4.3(f) of the Standard Terms (reproduced in the left column of the following table) is replaced by the clause appearing in the right column:

Existing Clause 4.3(f) of the Standard Terms	New Clause 4.3(f) of the Standard Terms
<i>"(f) In the Tenancy, the term "<u>Security Deposit Amount</u>" refers to an amount equivalent to the total of 6 months' fixed recurring charges, unless we agree to a lower amount."</i>	<i>"(f) In the Tenancy, the term "<u>Security Deposit Amount</u>" refers to an amount equivalent to the total of 1 month's fixed recurring charges, unless we agree to a lower amount."</i>

A7. **Building Maintenance**

- (a) We will maintain the Building (insofar as we own the Building).

- (b) We are responsible for any loss or damage suffered by you due to gross negligence or wilful default on our part to maintain the Building where the Premises are located as provided in sub-paragraph (a) above.

A8. **Dispute Resolution**

In the event of any non-compliance by us or you with this Part A, either party may refer the matter to the Fair Tenancy Industry Committee (FTIC), in accordance with the CoC.

A9. **Floor Area**

[Not Used]

PART B

B1. **[Not Used]**

B2. **Green Building Obligations**

You must comply with the requirements in the attached **Green Building Obligations Annex**.

PART C

C1 **Retail and Other Requirements**

You must comply with the requirements in the attached **Retail and Other Requirements Annex**.

C2. **Other requirements under the Tenancy**

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

C3. **Conditions of Tender**

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

- (a) Condition 5 (*Knowledge of Contents of Tender Packet*)
- (b) Condition 5.5 (*Error or Mis-statement*)
- (c) Condition 8.1A (*Subsisting Rights on the Premises*)
- (d) Condition 8 (*State and Condition of the Premises*)
- (d) Condition 23 (*Default and Remedies*)
- (g) Condition 25 (*Debarment and Compensation*)
- (h) Condition 28.3 (*No Merger*)

C4. **Changes to the Standard Terms**

The existing clauses in Part 4 (Standard Terms and Conditions) 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> " at clause 1.1	" <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;
Definition of " <u>Special Terms</u> " at clause 1.1	" <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 and Conditions)</u> of Appendix 6 of the Conditions of Tender;
Definition of " <u>Tenancy</u> " at clause 1.1	" <u>Tenancy</u> " - Our Offer and your acceptance. For clarity, at the end of the Tenancy, the Term also ends and vice versa;	" <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 versa;
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, the Special Terms, the rest of Appendix 6 of the Conditions of Tender and 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]
4.8(a)	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;	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, <u>except that</u> you may sublet, grant a licence, share possession or occupation of the Premises or any part of it on condition that such sublet, licence, sharing of possession or occupation must end before the last day of the Term;

Clause No.	Column I (existing clause)	Column II (replacement clause)
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.

ATTACHMENTS

- ☐ **CoC Checklist** (see Part A above)
- ☐ **Green Building Obligations Annex** (see clause B2 above)
- ☐ **Retail and Other Requirements Annex** (see clause C1 above)

CoC Checklist

APPENDIX 1 OF PART D CHECKLIST (REFERRED TO IN PARAGRAPH 1.1 OF PART D)

(Note: Landlord must complete and provide the Checklist to tenant together with the first draft of the lease agreement in respect of retail premises. Where there are any deviation in any of the Leasing Principles, landlord must indicate the same by checking the box under "Deviation" column and may include remarks under the "Remarks" section. Please ensure that one box is checked for every item in this Checklist.

The Code of Conduct only allows for deviations in the Leasing Principles if such deviation is mutually agreed and in which case a declaration of permitted deviation must be submitted by landlord to FTIC in accordance with the Act. These are indicated with an asterisk (*).

If landlord and tenant mutually agree to the deviation, kindly initial in the two boxes below the check box. Please do not initial in the box if you do not agree to the deviation.

If a Leasing Principle is not applicable to the lease agreement, parties must indicate this by checking the box indicating that it is "Not Applicable", e.g. if landlord does not require integration of tenant's POS system with landlord's POS system, the box under the "Not Applicable" section under S/N 2.2 is to be checked.)

S/N	Leasing Principle	Code - Compliant	Deviation from Code requiring submission of declaration to FTIC?	Not Applicable
PART B OF CODE OF CONDUCT: LEASING PRINCIPLES FOR KEY TENANCY TERMS				
1.	* Exclusivity	☒ To check if there is no exclusivity clause	☐ To check if there is exclusivity clause Landlord Tenant To initial if deviation is agreed	-
	Remarks:			
2.	Costs to Prepare the Lease Agreement and Third Party Costs			
2.1	General Principles on all Costs	☒	-	-
2.2	Point-of-Sales system (POS system)	☐	-	☒ To check if landlord does not require integration of tenant's POS system with landlord's POS system

S/N	Leasing Principle	Code - Compliant	Deviation from Code requiring submission of declaration to FTIC?	Not Applicable	
	2.3	Costs to Prepare the Lease Agreement	☒	-	-
	2.4	Fees for Tenant-Initiated Requests	☐	-	☒ To check if there are no ancillary documents arising from tenant-initiated requests at the time of lease preparation
	2.5	Third Party Costs			
	2.5.1	General Principles on Third Party Costs	☒	-	-
	2.5.2	Sales Audit Fees	☐	-	☒ To check if the rent payable to landlord does not comprise GTO Rent
	2.5.3	Public Liability Insurance	☒	-	☐ This box may only be checked if the floor area of the leased premises is more than 15,000 square feet
	2.5.4	Electricity Charges	☒	-	-
3.	Advertising and Promotion Charge and Service Charge	☒	-	☐ To check if there is no A&P charge and no service charge payable to landlord	
4.	Pre-termination by Landlord due to Landlord's Redevelopment Works	☐	-	☒ To check if landlord does not require the right to pre-terminate the lease for redevelopment works	
5.	* Sales Performance	☒ To check if there is no sales performance clause	☐ To check if there is sales performance clause		-
			Landlord	Tenant	
			To initial if deviation is agreed		
Remarks:					
6.	Pre-Termination by Tenants	☒	-	☐	

S/N	Leasing Principle	Code - Compliant	Deviation from Code requiring submission of declaration to FTIC?	Not Applicable				
				Tenant To check and initial above if tenant is not trading under the brand name of a principal or franchisor or if tenant does not require the right to pre-termination the lease for exceptional conditions				
7.	* Security Deposit	☒ To check if security deposit does not exceed 3 months' gross rent	☐ To check if security deposit exceeds 3 months' gross rent <table border="1"> <tr> <td>Landlord</td><td>Tenant</td></tr> <tr> <td colspan="2">To initial if deviation is agreed</td></tr> </table>	Landlord	Tenant	To initial if deviation is agreed		☐ To check if floor area of premises is more than 5,000 square feet and/or lease term is more than 3 years or if 3 months' gross rent is equal to or less than \$500
Landlord	Tenant							
To initial if deviation is agreed								
Remarks:								
8.	Floor Area Alterations	☒	-	☐ To check if lease is a renewal lease or if the agreed floor area is equal to or less than 300 square feet				
9.	Building Maintenance	☒	-	-				
10.	*Rental Formula	☒ To check if rental formula is a single rental formula (i.e. <u>not</u> an "either/or" formula, or <u>does not</u> have a GTO component if GTO is more than S\$Z)	☐ To check if rental formula is not a single rental formula <table border="1"> <tr> <td>Landlord</td><td>Tenant</td></tr> <tr> <td colspan="2">To initial if deviation is agreed and to select and complete the alternative agreed rental formula in the section below</td></tr> </table>	Landlord	Tenant	To initial if deviation is agreed and to select and complete the alternative agreed rental formula in the section below		-
Landlord	Tenant							
To initial if deviation is agreed and to select and complete the alternative agreed rental formula in the section below								
Agreed Rental Formula ☐ S\$ XX psf <u>or</u> Y% of GTO, <u>whichever is higher</u> ☐ (S\$ XX psf $\pm$ Y% of GTO) <u>or</u> Z% of GTO, <u>whichever is higher</u> ☐ S\$ XX psf + Y% of GTO above S\$XY per month ☐ Others: _____								
PART C OF CODE OF CONDUCT: LEASING PRINCIPLES FOR CONFIDENTIALITY CLAUSES AND DATA TRANSPARENCY								

S/N	Leasing Principle		Code - Compliant	Deviation from Code requiring submission of declaration to FTIC?	Not Applicable
11.	Confidentiality		☐ To check if confidentiality clause applies to both landlord and tenant	-	☒ To check if there is no confidentiality clause binding on both parties
12.	Data Transparency				
	12.1	Sharing of sales data prior to signing of lease agreement	☐ To check if landlord has shared sales data prior to signing of lease agreement	-	☒ This box may only be checked if landlord do not collect sales data from tenants as part of the GTO Rent structure
	12.2	Sharing of sales data on a bi-annual basis during the lease term	☐	-	☒ To check if landlord do not collect sales data from tenants as part of the GTO Rent formula

Special Terms and Conditions
Green Building Obligations Annex

1 Green Building Obligations

- (a) You must not install any fittings which will adversely affect the Green Mark Platinum certification of the Building or cause the loss of such certification. Without affecting any of our rights and remedies, we may at our absolute discretion request for such fittings to be changed, regularised or removed at your own cost.
- (b) [Not Used.]
- (c) In respect of internal paints and adhesives, you must:
 - (c1) use low volatile organic compounds (VOC) paints certified by an approved local certification body such as the Singapore Green Building Council ("**SGBC**");
 - (c2) use environmentally friendly adhesives certified by an approved local certification body such as SGBC;
 - (c3) install fittings and fixtures rated with at least a three-tick rating under the Water Efficiency Labelling Scheme (WELS); and
 - (c4) use environmentally friendly products for renovations, which are certified by an approved local certification body such as SGBC, including products for flooring, internal partition wall, internal ceiling and furniture.
- (d) You must use energy efficient office equipment (e.g. energy star accredited for monitors, laptops, printers, copiers and TV).
- (e) You must promote waste minimization, reuse and recycling.

Special Terms and Conditions
Retail and Other Requirements

1 Insurance

- (a) You agree to:
 - (a1) that before you start any fitting out works, you must procure a comprehensive construction or erection all risk insurance policy for the period;
 - (a2) insure and keep insured the Property under an appropriate Public Liability Insurance Policy coverage against any third party liability in your and our joint names with a limit of indemnity of not less than SGD \$2 million for each and every occurrence and/or series of occurrences arising out of one event and unlimited for the period. Such policy must include "Cross Liability" and "Waiver of Subrogation" clauses;
 - (a3) produce to us the insurance policy and receipts of premium payment on demand.
- (b) Nothing herein shall render us liable for the correctness or adequacy of all of the above insurance policies or for ensuring that they comply with all relevant legislation pertaining to insurance.
- (c) If you fail refuse or neglect to take up all or any of the aforesaid insurance policies, we shall have the option to, but shall not be obliged to, take out such insurance policies on your behalf and pay for the insurance premium for the policies. The premium so paid by us shall be a debt due and owing from you to us and we may at our absolute discretion deduct such premium paid from the Security Deposit and/or claim the amount as unpaid Rent payable by You to us.

2 Additional Conditions

- (a) If you engage your own waste recycling service provider or conduct any recycling activities at the Premises, you must provide monthly data to the us on the type(s) of recycling activities conducted, type(s) and weight of recyclables collected or recycled;
- (b) You must keep the Premises free from termites, cockroaches, rodents and other pests and employ pest control exterminators and maintain a comprehensive pest control service agreement with a pest control contractor.
- (c) You agree not to:
 - (c1) solicit business, display or distribute advertising materials in the car parks or other common areas of Fusionopolis One except with our prior written consent.
 - (c2) sell or cause to be consumed alcoholic beverages and/or cigarettes or any form of tobacco in the Premises or Fusionopolis One without our prior written approval. We may impose such additional conditions as it deems fit in the event such approval is given.
- (d) Where the Premises has its own air-conditioning units installed, you must pay for all Utilities consumed for the operation of such air-conditioning units in the Premises. You are responsible and must pay for the servicing and maintenance of the said air-conditioning units in the Premises at least four (4) times a year and to provide evidence of such servicing and maintenance to us upon request. Where central air-conditioning is supplied to the Premises, you must reimburse us on demand all costs and charges together with the prevailing goods and services tax pertaining to the servicing and maintenance of the central air-conditioning units as may be attributed to the Premises during the Term and as determined by us.

3 Additional services and charges

[Not used.]

- 4 You agree to participate in any future programs and/or marketing campaigns set up by us and/or our partners or stakeholders for consumers and visitors to the Premises at mutually agreed terms.
- 5 You agree to ensure that all publicity materials in relation to your business are published under the name of your business and that such publicity materials do not specify or imply in any way that we are a partner and/or supporter of your programmes or services unless prior written approval has been obtained for the programme or service in question.
- 6 You agree to undertake full responsibility for the employment, supervision and good conduct of such persons as are employed by you on the Premises in connection with or for the purpose of your business and to ensure that efficient and courteous service is provided at the Premises.
- 7 You agree to take measures to ensure that all persons employed by you are free from any infectious diseases and to take all steps or measures which is deemed appropriate or necessary by us and/or the Authorities to comply with any direction, order or other requirement under or in connection with the Infectious Diseases Act 1976, or under any other Law from time to time for the purpose of taking any protective measure, treatment, prevention or other dealings in relation to an infectious disease.
- 8 You must ensure that all storage is concealed from the frontage of the Premises.
- 9 You must ensure that the Premises are kept in a neat and presentable manner acceptable to us at all times.
- 10 You must operate the Premises for business daily except on public holidays, subject to changes as we may determine and notify you from time to time. In the event you plan to close the Premises temporarily, you must seek our prior written consent at least two (2) weeks before the intended closure of the Premises.
- 11 You must use, manage and maintain the Premises in good faith and in a reputable and professional manner.
- 12 You must carry on your business and conduct all customer sales transactions at the Premises in a manner befitting the image and reputation of a prestigious shopping area, and use best endeavours to promptly and amicably resolve any complaint from or dispute with your customers so as not to cause disrepute to you, us or the Estate and in this connection to use best endeavours to adopt and implement any recommendations which we may make to you for the purpose of resolving any such complaints or disputes.
- 13 You must conduct your business at the Premises under the registered company name specified in the Letter of Acceptance or such business or trade name as shall have received our prior written consent.
- 14 You must not allow any sale by auction to be held at the Premises and the following non-exhaustive list of uses are strictly prohibited:
 - (a) any dangerous, noisy, noxious or offensive trade or business;
 - (b) any trade or business which may be or become a nuisance or hazard to other tenants and users;
and
 - (c) any illegal or immoral act or purpose.
- 15 You must not practise undesirable or inappropriate business methods whether as regards advertising, selling or otherwise which in our opinion would affect our reputation and/or the Estate or would confuse, mislead or deceive the public.
- 16 Should there be any change to the Authorised Use or the zoning of the Premises, as a result of or arising in any way from your use or intended use of the Premises:
 - (a) you are liable for all cost, expense, fine, charge, penalty, claim as may be imposed by any of the Authorities upon us and/or you, and/or any loss suffered or incurred by us or you;

- (b) where we are required to make upfront payment in connection with your proposed change of use, you must immediately upon notification by us reimburse us for the full amount so paid by us.
- 17 You must abide by the following for the use of the common area:
- (a) you must submit a written request to us for any use of the common area;
 - (b) we may in our absolute discretion grant or refuse consent and impose terms and conditions in the grant (if any) of the said consent, such as a fee for the use;
 - (c) the said written request must be submitted to us no later than one (1) month before the intended commencement of the use of the common area, failing which we are not obliged to consider such request; and
 - (d) for clarity, at no point shall any consent granted by us in connection with this clause, be deemed as granting you any exclusive possession of the said common area.
- 18 We reserve the right to conduct a final inspection of all installations before any operations in the Premises are commenced, and you must enable us to do so.
- 19 You must be the master tenant and operator of the Premises.
- 20 You are allowed to sublet the Premises to fulfil the concepts proposed in your Quality Proposal submitted as part of the tender.
- 21 Automated dishwashing facilities must be deployed for the eating house's operation.
- 22 You must ensure that all stallholders within the Premises have obtained the necessary licences under the Environmental Public Health Act 1987 or any law, bye-laws or rules to operate the stalls. You must at all times comply with the provisions of the Environmental Public Health Act 1987 and its regulations including any amendments thereto.
- 23 Where the Premises is installed with the Power Gas pipes, you must ensure compliance that only Power Gas is used in the Premises and must engage a licensed gas service worker to install all gas pipes work up to all usage points, and the associated safety devices and equipment if required.
- 24 At the end of the Term, by expiry or otherwise, you must ensure that all stallholders vacate the Premises before returning the Premises to us.
- 25 You must at times and at your own cost and expense, maintain, inspect and upkeep the electrical system at the eating house and if necessary to appoint a Licensed Electrical Worker (LEW) of the correct and appropriate grade to apply for or renew the annual licence to operate the electrical system subject to compliance with the law, bye-laws, rules and regulations of the Public Utilities Board (PUB) and/ or the relevant governmental/ statutory authorities and our approval and satisfaction.
- 26 You must be responsible for the safe and efficient disposal of all waste derived from the Premises at your own cost.
- 27 You must ensure that all wastewater generated from the activities at the Premises shall be directed to the grease/ oil interceptor for treatment to comply with the standards as stipulated in relevant regulation before discharging into the public sewer.
- 28 We shall not be responsible for any damages to or loss of any things placed in the Premises.
- 29 At JTC's request, you shall submit a proposed annual events and programming workplan for the Premises, detailing the type, frequency, scale, and target audience of the events to be conducted.
- 30 You must, at all times, ensure affordable food prices at each stall in the Premises.

- 31 You must carry out loading and/or unloading of goods at the designated areas only.
- 32 You shall be bound by, and shall implement, the commitments, initiatives, concepts, operational plans, and service standards set out in the accepted Quality Proposal throughout the Tenancy, unless otherwise agreed in writing by us.

PART 4 (Standard Terms and Conditions)

1 Definitions and Interpretation

1.1 In the Tenancy, the words and phrases below have the following meanings, unless the context requires otherwise:

"Authorities" - All relevant government and statutory authorities;

"Building" - The building (including all common areas, other premises and our fixtures and fittings) in which the Premises are located, and includes any part thereof;

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

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

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

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

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

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

"Offer" - our offer for 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. If there is more than one unit comprised in the "Premises", then the term "Premises" refers to each of the units comprised in the Building, including any part of each such unit. "Premises" also includes all our fixtures and fittings therein;

"Refurbishment Works" - As defined in Clause 3.2(d) of these Standard Terms;

"Security Deposit" - As defined in the Tenancy. If there are 2 or more Security Deposit amounts stated in the Offer, the term "Security Deposit" shall refer to the total of such amounts;

"Security Deposit Amount" - As defined in Clause 4.3(f) of these Standard Terms;

"Service Charge" - As defined in the Tenancy, and includes the Service Charge as revised by us;

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

"Standard Terms" - These Standard Terms and Conditions;

"Take-Over Item" - As defined in Clause 4.10 of these Standard Terms;

"Tenancy" - Our Offer and your acceptance. For clarity, at the end of the Tenancy, the Term also ends and vice versa;

"Usage Charge" - As defined in the Tenancy, and includes all charges for additional services and facilities referred to in Clause 4.5(a) of these Standard Terms and Usage Charges as revised by us;

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

"We", "our" or "us" - Jurong Town Corporation (also known as "JTC Corporation") incorporated under the Jurong Town Corporation Act 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, 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, refurbish, alter, repair, maintain or in any way deal with, use or let the Building or the Estate, as we require, even if your right of access to light or air to the Premises or any other easements, may be affected, whether temporarily or otherwise ("**Refurbishment Works**").

4 Your Obligations

Condition of Premises

- 4.1 You agree to accept the Premises on an "as is" basis, including all defects (latent, inherent or otherwise), and be deemed to have full notice and knowledge of the state and condition of the Premises.

Payments

- 4.2
- (a) You agree to pay to us, the Rent, Service Charge, Usage Charge, Goods and Services Tax ("**GST**") at the prevailing rate, and all other sums due, in full and without any demand or deduction.
 - (b) We are entitled by notice, at any time, to revise the Service Charge, Usage Charge and other charges (if any). Such revisions will apply to you with effect from the date stated in the notice. If the Service Charge is increased, you will immediately top-up the Security Deposit held by us, such that the Security Deposit is maintained at the 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) charges for all additional services and facilities provided by us including air-conditioning at the Premises outside the hours, or exceeding the number of hours stipulated by us, emergency power supply and connection charges and additional power supply in excess of the stipulated usage;
 - (b) interest at the rate of 8.5% per annum, or such other rate determined by us, for all unpaid sums from the due date until payment in full is received by us;
 - (c) if you withdraw from the Tenancy before the 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 rights and remedies under the Tenancy or at Law;
 - (d) if the Tenancy is for 3 years or less, any increase in property tax imposed by the Authorities due to any increase in the annual value or the applicable rate of property tax, in the proportion attributable to the Premises as determined by us; and
 - (e) legal fees, stamp duty and disbursements incurred in preparation of the Tenancy documents, and the legal fees relating to enforcement of Your Obligations on a full indemnity basis.
- 4.6 Where the Term is for more than 3 years, you will pay to the Authorities the property tax imposed by the Authorities in respect of the Premises.

Maintenance and Occupation

- 4.7 You agree to:
- (a) maintain and keep the Premises, and all items serving the Premises as stipulated by us from time to time, in good and tenable repair and condition (fair wear and tear excepted);
 - (b) remove, 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;
 - (c) contain and dispose of all waste, including pollutants and contaminants in accordance with our requirements.
- 4.8 You agree not to:
- (a) sublet, grant a licence, encumber or otherwise part with or share possession or occupation of the Premises or any part of it, or transfer, assign, charge, create a trust or agency over the Tenancy;
 - (b) do anything within the Premises or the Estate which in our view may be or may become a nuisance, annoyance or cause damage or inconvenience to the business or quiet enjoyment of any neighbouring premises;
 - (c) exceed the Maximum Floor Loading and ensure that the permitted load is evenly distributed;
 - (d) do anything which affects the structure or safety of the Building or which may delay or prevent the issuance of the Certificate of Statutory Completion;
 - (e) exceed the Maximum Electricity Load or interfere in any manner with the existing electrical design load, wirings, apparatus, fixtures or fittings in the Premises, Building or Estate;
 - (f) install or use any item that may cause heavy power surge, high frequency voltage or current, noise, vibration or any electrical or mechanical interference or disturbance which may disrupt any communication, electronic or similar system or any operations within the Estate;
 - (g) use the Car-Park (if any) within the Premises to store goods, equipment or containers;
 - (h) place anything beyond the boundaries of the Premises, or obstruct any common areas of the Building or Estate;
 - (i) keep any animal at the Premises;
 - (j) tap or use any utilities from any source/supply that is not arranged and paid by you;

- (k) permit any person to sleep or reside in the Premises, temporarily or otherwise;
- (l) use the name of the Building or the Estate, as part of your trade or business name;
- (m) use or occupy the Premises for any purpose other than for the Authorised Use;
- (n) use the Premises for any illegal or immoral purpose;
- (o) without our prior consent –
 - (o1) carry out any additions or alterations works of whatever nature, or remove or install any fixtures or fittings at the Premises, including the internal partitioning, the external appearance of the Premises, doors, windows, grilles and walls;
 - (o2) display any sign on the exterior of the Premises except for your name in such place and manner approved by us;
 - (o3) bring into the Premises, Building or Estate, any bio-hazardous, corrosive, radioactive, flammable or other dangerous items;
 - (o4) make any application for conversion under Part IV of the Limited Liability Partnerships Act 2005; and
 - (o5) do any act (including pass resolutions) which may result in the issue of a notice of amalgamation under Part VII of the Companies Act 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, Service Charge and Usage 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 and ancillary use of floor space i.e. URA’s “60/40 Rule”). 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) carry out Refurbishment Works, maintenance, repairs or other works to or in connection with the Premises or Building, as we consider fit;
- (c) verify compliance with Your Obligations; and
- (d) exercise any other rights granted to us under the Tenancy.

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.

7 Expiry of Term and Reinstatement

- 7.1 At the end of the Term, by expiry or otherwise (including withdrawal from the Tenancy (under Clause 4.5(c) of these Standard Terms) and termination (under Clause 4.12 of these Standard Terms)), you agree to:
- (a) deliver up the Premises to us in good and tenantable repair and condition;
 - (b) unless otherwise required by us in writing, to remove all fixtures, fittings, additions and alterations installed by you, each Take-Over Item, make good all damage due to such removal, and reinstate the Premises to our requirements (including completing the Works (if any) stipulated in the Offer); and
 - (c) if required by us, to carry out decontamination works, and to paint the Premises.
- 7.2
- (a) If you leave behind any item or any rubbish or discarded articles, and do not remove them within 14 days after our written request, we may sell, deal with or dispose the item as we think fit.
 - (b) It is deemed that the item belongs to you absolutely, and you must indemnify us against all claims made by a third party whose item has been sold or disposed of by us in good faith (which is presumed unless the contrary is proven).
 - (c) The proceeds will be used to offset all Loss incurred by us (including loss of rent and service charge) for the period during which the item is not removed from the Premises. Any balance proceeds will be returned to you upon our receipt of your written request.
- 7.3
- (a) If you fail to deliver vacant possession of the Premises at the end of the Term, you will be deemed to be holding over.
 - (b) Without affecting any of our rights or remedies, you must then pay to us, for the period of holding over, double the amount of Rent or double the prevailing market rent (whichever is higher), Service Charge and Usage Charge. There will be no renewal of the Tenancy by operation of law or pursuant to the provisions of the Tenancy.
 - (c) During the holding over period, all other terms of the Tenancy remain in effect.
 - (d) This Clause will not be construed as our consent for you to hold over for whatever reason.

8 Breaches and Re-entry

- 8.1
- (a) In the event of a breach of any of Your Obligations, you must immediately make good your default at your own cost and expense.
 - (b) If you fail to do so, without affecting any of our other rights or remedies, we are entitled (but not obliged) to carry out any works we consider necessary to make good your default.
 - (c) You must pay to us, on demand, the cost of such works.
- The enforcement of our rights under this Clause will not affect or diminish our rights elsewhere in the Tenancy.
- 8.2 We are entitled to re-enter the Premises (or any part of the Premises in the name of the whole) at any time (even if we had previously waived a right of re-entry) and to repossess the Premises, and the Tenancy will immediately determine, if:
- (a) the Rent, Service Charge, Usage Charge, or any other sum payable under the Tenancy remains unpaid in full or in part for 14 days after the due date (whether formally demanded or not);
 - (b) you are in breach of any other of Your Obligations and if such breach is capable of remedy, you have failed to remedy the breach within the period stipulated by us;
 - (c) any distress or execution is levied on Your Items at the Premises; or
 - (d) an Event of Insolvency occurs.
- 8.3 Re-entry under Clause 8.2 does not affect our rights or remedies in respect of any prior breach of Your Obligations (including the breach in respect of which the re-entry is made).
- 8.4 The following does not prejudice nor waive our rights or remedies in respect of any breach of Your Obligations:
- (a) any indulgence or extension of time granted by us or any forbearance of any breach of Your Obligations;
 - (b) any consent or approval given by us;
 - (c) any failure or omission by us to exercise any of our rights under the Tenancy or the Law;
 - (d) any receipt or acceptance by us of any payment or part payment of Rent, Service Charge, Usage Charge or other sums payable under the Tenancy; or
 - (e) any waiver, express or implied, by us of any other breach of the same or any other obligation.
- 8.5 This Clause 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, Usage Charge, interest, GST and all other sums will be deemed to be rent in arrears and recoverable in the manner provided in the said Act.
- 10.6 A person who is not a party to the Tenancy has no right under the Contract (Rights of Third Parties) Act 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 court.