



Draft Licence Offer

(with Attachment (Part 1) (Details), Attachment (Part 2) (Key Terms), Attachment (Part 3) (Special Terms and Conditions) and Attachment (Part 4) (Standard Terms and Conditions))

Date: _____

Our Ref:
Allocation No:
Case ID:

[Note: Insert Successful Tenderer's Full Name and Address]

Dear Sirs

**TENDER REFERENCE NO.: JTC/EPSP/PQT/1223
OFFER FOR LICENCE AT 3024 UBI ROAD 3 #01-99 OUTDOOR REFRESHMENT AREAS
KAMPONG UBI INDUSTRIAL ESTATE SINGAPORE 408652 (“PREMISES”)**

1. With reference to our acceptance of your tender under the aforesaid Tender by way of the Tender Acceptance Letter (defined in paragraph 4 below), we hereby issue this letter pursuant to the Conditions of Tender (defined in paragraph 4 below).
2. This letter, together with –
 - (a) the Attachment;
 - (b) the Tenancy Offer;
 - (c) each document comprised in the Tender Packet (defined in paragraph 4 below), (which shall include all variations, amendments and modifications to each of them); and
 - (d) the Tender Acceptance Letter,(collectively, the “Offer”, which definition will take precedence over the definition of “Offer” in Clause 1.1 of the Standard Terms) comprise the terms and conditions relating to the Licence of the Premises for the Term (defined in Attachment (Part 1) Details).
3. The terms of your Licence are in the Attachment.
4. In the Offer –
 - (a) “Conditions of Tender” means the Conditions of Tender comprised in the Tender Packet, including (for clarity) all addenda and corrigenda announced or published by us;
 - (b) “Tender Packet” means the Tender Notice with our invitation to participate under the aforesaid Tender, and all documents and forms enclosed or forming part of it (including (for clarity) all addenda and corrigenda announced or published by us);
 - (c) “Tender Acceptance Letter” means our letter of award/acceptance of tender dated _____;

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(d) “Quality Proposal” means the proposal attached to your Form of Tender submitted under the aforesaid Tender, including all subsequent clarifications and modifications, agreed by us.

5. As required under Condition [17] (*Tenancy/Licence Offer*) of the Conditions of Tender, you must let us have the following by **<Insert date which is 7 days from (and including) the date of the Tender Acceptance Letter>** (“Expiry Date”):

	Action Required for Acceptance
(a)	Prepare the Letter of Acceptance (format enclosed).
(b)	Complete, sign and return by post to us the duly completed and signed Letter of Acceptance , and all additional documents which we have listed in <u>Attachment (Part 2)</u> (if any).
(c)	Make full payment of the required sums (see payment breakdown and method in the <u>Attachment (Part 1)</u>).
(d)	It is compulsory for subsequent payments under the Tenancy to be paid by GIRO deduction. You are required to complete and return to us the duly completed and signed GIRO authorisation form in the prescribed form set out in Annex-6D of Appendix [6] of the Conditions of Tender.

6. It will be a breach of the Conditions of Tender if we do not receive by the Expiry Date –

- (a) your duly signed original Letter of Acceptance;
- (b) full payment;
- (c) your duly completed original GIRO authorisation form, or your written confirmation that all payments under the Tenancy are to be paid from your existing GIRO account with us; and
- (d) all additional documents which we have listed in Attachment (Part 2) (if any).

In such event, amongst other things, all payments paid to us (including the Tender Deposit under the Conditions of Tender, the Security Deposit and all deposits) will be forfeited and belong to us and all our rights are reserved.

7. Please login to JTC’s Customer Service Portal with Singpass to access your future monthly e-statements.
8. If you have any queries, you may contact Chui Hui Ting at 6883 3409 or chui_hui_ting@jtc.gov.sg.

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Yours faithfully

(Signed)
Chui Hui Ting
Manager
Enterprise Solutions Department
Industrial Properties Management Division 2

Attachment: Part 1: *Details*
 Part 2: *Key Terms*
 Part 3: *Special Terms*
 - *FTF Checklist*
 Part 4: *Standard Terms*

Enclosed: Format of Letter of Acceptance

PART 1 (Details)

Premises	3024 Ubi Road 3 #01-99 Outdoor Refreshment Areas Kampong Ubi Industrial Estate Singapore 408652
Licence Term	3 years from Tenancy Commencement Date <i>[Note to successful tenderer: This is the “3-Year Initial Tenancy Term” referred to in the Conditions of Tender.]</i>
Licence Commencement Date	On Possession Date. This date is to be determined by us. Please see Conditions of Tender.
Licence Fee	<i>[Note to successful tenderer: This will be inserted when the actual version is issued.]</i>
Service Charge per month	\$102.48
Security Deposit	<i>[Note to successful tenderer: This will be inserted when the actual version is issued.]</i>
Authorised Use	For use as Outdoor Refreshment Area only
Estimated Area (“<u>Area</u>”)	183 square metres (Final Surveyed Area)
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.
Maximum Loading Capacity of Goods Lift <i>(Note: You must not exceed the Maximum Loading Capacity of the Goods Lift)</i>	You must not exceed the loading capacity of the Goods Lift
Plan of Premises	As attached
Other Terms and Conditions	See remaining Attachment

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Payment required for acceptance of Offer		
	Amount (\$)	GST at prevailing rate (\$)
Licence Fee for the first month		
Service Charge for the first month		
Security Deposit		
Reinstatement Deposit		
Stamp Duty		
Sub-Total Payable (inclusive of GST at prevailing rate)		
<u>Less</u> Application Deposit (if paid)		
Total Amount Payable (inclusive of GST at prevailing rate)		

The Total Amount Payable must be paid by bank transfer to our designated bank account, or any other method as indicated on our website at <http://www.jtc.gov.sg>, details of which are as follows:-

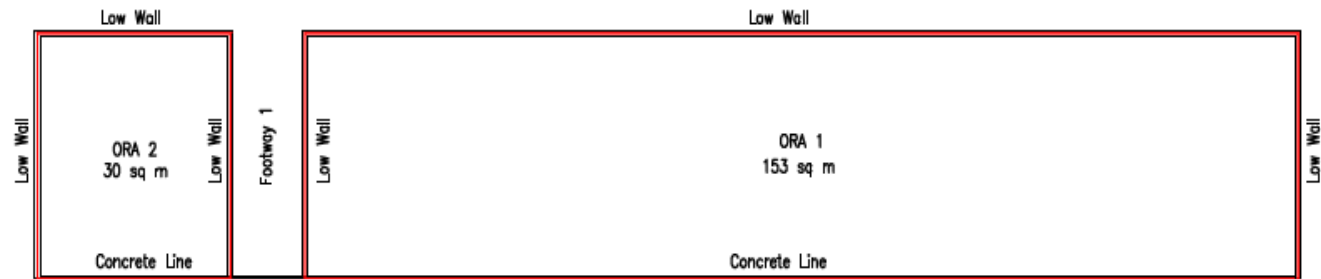
Account Name	JTC Corporation
Bank Name	Oversea-Chinese Banking Corporation Limited
Bank Account Number	501104970001
SWIFT code	OCBCSGSG

Please quote the reference number N<3024Ubi_#01-99ORA> in your payment and provide us with a copy of the payment advice for our verification. The amount payable should be in Singapore Dollars, exclusive of any bank charges and/or administrative fees which shall be paid by you.

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Surveyed Floor Plan of Premises

Storey	Description	Floor Area (Sq m)
1st Storey	ORA 1	153
	ORA 2	30
	Refreshment Area	379
1st Storey Mezzanine	Refreshment Area	156



PART 2 (Key Terms)

(The definitions in the Standard Terms apply to these Key Terms. The Standard Terms are at Attachment (Part 4) of the letter ("Letter") attaching these Key Terms. If there is any inconsistency, the conditions in Attachment (Part 1) attached to the Letter take precedence over these Key Terms, and these Key Terms take precedence over the Special Terms (at Attachment (Part 3) of Letter.)

1. **"As is" basis**

The Premises is licensed to you on an "as is" basis.

2. **Authorised Use**

You must comply with the Authorised Use.

3. **Approvals**

You must obtain all necessary approvals required for the Authorised Use at the Premises and keep them in force throughout the Licence Term.

4. **Licence Fee and Service Charge**

4.1 The Licence Fee and Service Charge payable by you are set out in Attachment (Part 1) (Details) of the letter attaching these Key Terms.

4.2 The Licence Fee and Service Charge are payable in advance without demand or deduction on the first day of each month of the Licence Term.

4.3 **Mode of Payment**

(a) You must pay to us the Licence Fee, Service Charge (if any), any other charges (if any) and GST, by GIRO from your designated bank account. The Licence Fee, Service 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 Licence Term, 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.

5. **Security Deposit**

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

6. **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.

7. **Taking over from existing / previous occupier**

7.1 As you have agreed to take over the Premises from ([*Note: insert full name of existing occupier*]) ("**Previous Occupier**"), this Offer is subject to the Previous Occupier -

(a) returning vacant possession of the Premises to us before the Licence Commencement Date; and

(b) (if required by us) giving us a written confirmation (in the format required by us) that, amongst other things, its occupation arrangement with us in relation to the Premises ("**Previous Occupier Arrangement**") has been terminated.

7.2 You will be taking over the Premises on an "as is" basis, including all defects (latent, inherent or otherwise) and all fixtures, fittings, additions and alterations (each a "**Take-Over Item**") installed by the Previous Occupier or another.

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- 7.3 If the Previous Occupier is returning the Premises to us without completing the required reinstatement and other works under our arrangement with the Previous Occupier, you must complete these works, and all other works as required by us, at the end of the Term, unless otherwise required by us in writing.
- 7.4 You must also 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.
- 7.5 The existing definition of "Your Items" in the Standard Terms (reproduced in the left column of the following table) is replaced by the definition appearing in the right column:

Existing definition of "Your Items"	New definition of "Your Items"
<i>" <u>Your Items</u> " - Each of your machinery, fixtures, fittings, structures, installations, chattels, things and goods under your control; and"</i>	<i>" <u>Your Items</u> " - Each of your machinery, fixtures, fittings, structures, installations, chattels, things and goods under your control <u>including each Take-Over Item</u>; and"</i>

- 7.6 The existing Clause 6.1(b) in the Standard Terms (reproduced in the left column of the following table) is replaced by the definition appearing in the right column:

Existing Clause 6.1(b)	New Clause 6.1(b)
<i>" (b) unless otherwise required by us in writing, remove all fixtures, fittings, additions and alterations installed by you, 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"</i>	<i>" (b) unless otherwise required by us in writing, remove all fixtures, fittings, additions and alterations installed by you, <u>each Take-Over Item</u>, 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"</i>

8. **Option to Renew**

You have an Option to Renew in accordance with the relevant provisions in Attachment (Part 3) (Special Terms).

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PART 3

Special Terms and Conditions
(Outdoor Refreshment Area)

PART A

For compliance with the Code of Conduct for Leasing of Retail Premises in Singapore (and the applicable Law) (“FTF”)

Attachment: FTF 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 Licence Fee, Service Charge, and A&P charge (if any).
- (b) If there is any increase in the Service Charge during the Licence Term, the A&P charge (if any) will be adjusted such that the overall gross rent payable by you during the Licence Term 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 B5 (Early Termination by Written Notice) below.

A6. Building Maintenance

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.

A7. 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 Framework Industry Committee (FTIC), in accordance with the FTF.

PART B

B1. [Not Used]

B2. You agree to:

- (a) obtain at all licence, permission, approval and clearances required by the Authorities (including National Environment Agency and the Public Utilities Board) in respect of the Authorised Use;
- (b) ensure that any grease interceptor and waste sump at the Premises are not covered up and are fully accessible at all times for maintenance; and
- (c) be responsible for the safe and efficient disposal of all waste derived from the Premises at your own cost.

B3. 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-**

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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.

B4. [Not Used]

B5. Early Termination by Written Notice

B5.1 You may terminate the Licence by giving us not less than 3 months' prior written notice, or paying us 3 months' Licence Fee-in-lieu, without affecting any accrued rights or remedies of either party.

B5.2 Any Licence Fee paid beyond the notice period shall be refunded to you without interest, after deductions have been made for payment of all sums due to us under the Licence.

B5.3 You are not entitled to any compensation or damages whatsoever arising from such termination.

B6. [Not Used.]

B7(1). 1st Further 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 licence for the whole (and not part) of the Premises for the duration of 3 years ("**1st Further Licence 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 licence relating to the Term has not been terminated,

we may grant you a licence for the whole of the Premises for the **1st Further Licence Period** on the following conditions:

- (c) the **1st Further Licence Period** shall commence immediately after the expiry of the Term;
- (d) the rent payable shall be determined in the manner as set out in paragraph B7(3) below; and
- (e) the licence for the **1st Further Licence Period** shall be on the same terms and conditions as the licence for the Term except for the duration, rent, service charge and security deposit, and the provision for renewal for licence is for the **2nd Further Licence Period** (defined below) **only**.

B7(2). 2nd Further Term

If we have granted you a licence for the whole of the Premises for the **1st Further Licence Period** on such terms and conditions as agreed between us, and if –

- (a) at least 3 months (and not more than 6 months) before the expiry of the **1st Further Licence Period**, we receive your written request for a further term of licence for the whole (and not part) of the Premises for the duration of 3 years ("**2nd Further Licence Period**"); and
- (b) at the time of your aforesaid request and at the expiry of the **1st Further Licence Period** –
 - (b1) there is no breach of the conditions to be complied with by you under the **1st Further Licence Period**, including all conditions imposed by us in any consent / approval; and
 - (b2) (for clarity) the licence relating to the **1st Further Licence Period** has not been terminated,

we may grant you a licence for the whole of the Premises for the **2nd Further Licence Period** on the following conditions:

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- (c) the **2nd Further Licence Period** shall commence immediately after the expiry of the **1st Further Licence Period**;
- (d) the rent payable shall be determined in the manner as set out in paragraph B7(3) below; and
- (e) the licence for the **2nd Further Licence Period** shall be on the same terms and conditions as the licence for the **1st Further Licence Period** except for the duration, rent, service charge and security deposit, and there is no provision for renewal for licence.

B7(3). Rent payable during 1st Further Term (if granted) and 2nd Further Term (if granted)

The rent payable by you during the **1st Further Term** (if granted) and **2nd Further Term** (if granted) shall be determined in the following manner:

	Monthly gross rent payable to us
During each month of the Term	\$X = Rent, Service Charge and all recurring charges payable per month
During each month of the 1st Further Term	\$X multiply by 110% = \$Y
During each month of the 2nd Further Term	\$Y multiply by 110% = \$Z

B8. Licensee's Quality Proposal

- (a) You must comply with the proposals set out by you in the Quality Proposal Enclosure attached to your Form of Tender, unless otherwise expressly agreed in writing by us. This includes providing the **"Price and Variety of Food and Beverage Offerings"** and **"Technology Deployment"** referred to in **Appendix 3** (Particulars of the Tenderer's Quality Proposal) comprised in the Tender Packet.
- (b) A copy of the Quality Proposal Enclosure submitted by you as part of your Form of Tender is attached.

B9. You must comply with all rules, notices, regulations and stipulations which may, from time to time, be made by us in respect of the Premises.

B10. You must ensure that no illicit or unsavoury activities unbecoming of the expected nature of activities in an industrial estate takes place at the Premises.

B11. *[Note to successful tenderer: Additional conditions may be inserted when the actual version is issued, depending on the successful tenderer's proposal in its Form of Tender.]*

B12. Conditions of Tender

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

- (a) Condition [3] (*Knowledge of Contents*)
- (b) Condition [5] (*Tentative Use of the Premises*)
- (c) Condition [18] (*Possession of the Premises*)
- (d) Condition [20] (*Default and Remedies*)
- (e) Condition [21] (*Debarment*)
- (f) Condition [26] (*No Merger*)

PART 4 (Standard Terms and Conditions for Licence)

1 Definitions and Interpretation

1.1 In respect of the Licence, 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;

"Estate" - The estate in which the Premises is located, (including the car-parks, 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;

"Licence" - Our Offer and your acceptance;

"Licence Fee" - As defined in the Offer, and includes the Licence Fee as revised by us;

"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, licence fees 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 Licence;

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

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

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

"Security Deposit" - As defined in the Offer;

"Security Deposit Amount"- As defined in Clause 2.3(f) of these Standard Terms;

"Service Charge" - As defined in the Offer, 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 for Licence;

"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; and

"Your Obligations" - The terms, conditions, obligations and undertakings to be complied with by you under the Licence, 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).

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- 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 Licence, 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 Licence, at Law or in equity, (unless otherwise provided in the Licence, 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 terms and conditions in the Offer. Special Terms and these Standard Terms, the terms and conditions in the documents that is listed earlier in this list takes precedence over the document listed later.

2 Your Obligations

Condition of Premises

- 2.1 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 including matters as regards access, ingress and egress, drainage, utility services, easements, rights of way and all other encumbrances, if any, affecting the same. The Licence does not create a tenancy whatsoever and does not give you any exclusive right of occupation to the Premises.

Payments

- 2.2 You agree to pay to us, the Licence Fee, Service Charge and Goods and Services Tax (“**GST**”) at the prevailing rate, and all other sums due, in full and without any demand or deduction.
- 2.3
 - (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 Licence 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 Licence Term.
 - (d) The Security Deposit (less deductions authorised under the Licence or Law) will be refunded to you (without interest) after the end of the Licence Term.
 - (e) [Not Used]
 - (f) In the Licence, the term “**Security Deposit Amount**” refers to an amount equivalent to the total of 3 months’ Licence Fee, 3 months’ Service Charge (if any), unless otherwise stated in the Offer.
- 2.4
 - (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

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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, or (if the Security Deposit is in the form of a guarantee acceptable to us) making a claim, from such guarantee, as the case may be).

- (c) The Reinstatement Deposit (less authorised deductions under the Licence or Law) will be returned to you (without interest) after the end of the Licence Term.

2.5 You agree to pay to us the following:

- (a) interest at the rate of 8.5% per annum, or such other rate determined by us, for all unpaid sums from the due date until payment in full is received by us;
- (b) 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
- (c) legal fees, stamp duty and disbursements incurred in preparation of the Licence and the legal fees relating to enforcement of Your Obligations on a full indemnity basis.

Maintenance and Occupation

2.6 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 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 Licence, as required by us or the Authorities;
- (c) contain and dispose of all waste, including pollutants and contaminants in accordance with our requirements;
- (d) make good and sufficient provision for and to ensure the safe and efficient disposal of all waste to our and the Authorities' requirements and satisfaction;
- (e) make your own arrangements for and to pay for all existing and future charges and outgoings for the supply of all water, electricity, gas and any water-borne sewerage system charged by the Public Utilities Board or the Authorities and payable in respect of the Premises;
- (f) obtain the prior written approval of the Public Utilities Board or the Authorities before carrying out any installations and connections for the additional water supply, plumbing and sanitary works;
- (g) ensure adequate provision of water borne waste system toilet facilities for the workmen on the Premises;
- (h) ensure no sale or hawking of food or drinks within the Premises;
- (i) erect a fence along the boundary of the Premises and to remove such fence upon determination of the Licence Term by expiry or otherwise;
- (j) obtain and comply with all necessary approvals and requirements from the relevant Authorities in respect of any structures erected on the Premises with our approval or for any temporary access that may be required to the Premises from the main road;
- (k) maintain and keep in force all licences and approvals required for the use of the Premises and for the Authorised Use;
- (l) be responsible for any damage to the main road, culvert, drain or public or other property;
- (m) carry out such works as may be necessary to prevent earth slip or erosion of any slope adjoining the Premises, and divert existing Utility Facilities to our and the Authorities' requirements;
- (n) subject to our prior approval, execute such works as you deem necessary in respect of the state and condition of the Premises (especially its ground levels, topography and soil conditions) which state and condition you are deemed to have full knowledge and notice of;
- (o) be wholly responsible for all damages and to bear the full costs of repairs and reinstatement of such damaged buildings, equipment, fixtures, fittings, drains, wiring and piping above and below ground level caused by you or Your Authorised Person;
- (p) ensure that no silt, oil, chemical, debris or any other waste or matter shall be discharged into any public drains, sewers or watercourses;
- (q) subject to Clause 2.7(a), to give us written notice of every change of name within one month from the date of each change;
- (r) take adequate measures to prevent air pollution, and to implement at your own cost measures for minimising air or other forms of pollution when requested by us or the Authorities.

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2.7 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 Licence;
- (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) alter, remove, add or in any way interfere or tamper with any of our fixtures and fittings (if any) in the Premises, including (without limitation) any existing pipes, wirings, equipment, power and light points and outlets, without our prior written consent;
- (d) interfere in any manner with the existing electrical design load, wirings, apparatus, fixtures or fittings in the Premises, Building or Estate;
- (e) 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;
- (f) place anything beyond the boundaries of the Premises, or obstruct any common areas of the Building or Estate;
- (g) keep any animal at the Premises;
- (h) tap or use any utilities from any source/supply that is not arranged and paid by you;
- (i) use the waterfront (if any) at the Premises in whatsoever manner;
- (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) erect any building or structures or carry out any additions or alterations works of whatever nature, or remove or install any fixtures or fittings at the Premises, including changing the construction or layout of the Premises;
 - (o2) display any sign on or upon any part of the Premises;
 - (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;
 - (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 Licence, to be transferred to or vested in any amalgamated entity; and
 - (o6) 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.

2.8 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.

2.9 You agree to:

- (a) insure all Your 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;
- (c) produce to us on demand the insurance policy and receipts of premium payment; and
- (d) pay to us on demand all sums paid by us by way of increased premium and all costs and expenses incurred by us in connection with insurance rendered necessary by a breach or non-observance of this covenant without prejudice to any other rights and remedies available to us.

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- 2.10 (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 Licence Fee and Service Charge or a fair and just proportion of these sums shall be suspended until the Premises are rendered fit for occupation and use.
- (b) If the Premises continue to be unfit for occupation or use for more than 90 days after the first day of damage/destruction, then either party may, after the 90-day period, give to the other party a written notice to terminate the Licence 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.

3 Compliance with Law and Regulations

3.1 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; and
- (c) all our rules and regulations, made and amended from time to time, relating to the Premises, Building and the Estate.

4 Access to Premises

4.1 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;
- (b) carry out maintenance, repairs or other works to or in connection with the Premises or Building, as we consider fit and to comply with our directions and remove any structure, installation, machinery or any article as required by us or Our Authorised Person to facilitate or permit our maintenance, repairs or works;
- (c) verify compliance with Your Obligations; and
- (d) exercise any other rights granted to us under the Licence.

4.2 You agree to permit Our Authorised Persons to enter and view the Premises, by prior appointment and at reasonable times, during the last 3 months of the Licence Term.

5 Encroachment

5.1 If you are found to have encroached upon any area beyond the Premises, you will rectify and remove the encroachment immediately to our satisfaction and pay us such compensation as we may determine. 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.

5.2 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 licence fee 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.

6 Expiry of Licence Term and Reinstatement

6.1 At the end of the Licence Term, by expiry or otherwise (including termination (under Clause 2.10 of these Standard Terms)), you agree to:

- (a) deliver up the Premises to us in good repair and condition;
- (b) unless otherwise required by us in writing, to remove all fixtures, fittings, additions and alterations installed by you, 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.

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- 6.2 (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 licence fee 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.
- 6.3 If you fail to deliver vacant possession of the Premises at the end of the Licence Term in accordance with Your Obligations, you must indemnify us for all Loss.

7 Breaches and Re-entry

- 7.1 (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 Licence.

- 7.2 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 Licence will immediately determine, if:

- (a) the Licence Fee, Service Charge or any other sum payable under the Licence 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.

- 7.3 Re-entry under Clause 7.2 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).

- 7.4 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 Licence or the Law;
- (d) any receipt or acceptance by us of any payment or part payment of Licence Fee, Service Charge or other sums payable under the Licence; or
- (e) any waiver, express or implied, by us of any other breach of the same or any other obligation.

- 7.5 This Clause will not oblige us to enforce or impose any provision against you or any other person occupying any premises in the Estate.

8 Indemnity and Exclusions

- 8.1 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.

- 8.2 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 –

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- (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 the roof slabs or aprons of the Building, or any other areas of the Estate;
- (b5) any defect, latent or inherent or otherwise, in the Premises or the Estate; and
- (b6) any occurrence within the Premises or the Estate.

9 Other Conditions

- 9.1 (a) We are entitled to assign or novate all our rights and interest and transfer our obligations under the Licence (including transfer of the Security Deposit and Reinstatement Deposit (if any)) to another person ("**In-coming Licensor**").
- (b) If we do so, you are deemed to have consented to such assignment or novation and will accept the In-coming Licensor as your new licensor and release us from all our obligations under the Licence, including our obligation to refund the Security Deposit, the Reinstatement Deposit (if any) and all other sums pursuant to the Licence.
- (c) You must execute such document as required by us relating to the assignment or novation.
- 9.2 (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 Licence.
- (b) If the Building or Estate is acquired by the State/Government, or the Head Lease is terminated, for whatever reason, the Licence 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.
- 9.3 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.
- 9.4 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.
- 9.5 A person who is not a party to the Licence has no right under the Contract (Rights of Third Parties) Act 2001 to enforce any of its provisions.
- 9.6 If any provision of the Licence, at any time, is or becomes illegal, invalid or unenforceable in any respect, the remaining provisions (insofar as they are severable from such illegal, invalid or unenforceable provisions) will in no way be affected or impaired.
- 9.7 The Licence constitutes the entire agreement between the parties and no variation of the Licence will be enforceable unless agreed in writing between us.
- 9.8 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 Licence. 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.
- 9.9 The Licence is governed by Singapore laws. You irrevocably submit to the exclusive jurisdiction of the Singapore courts.

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Format of Letter of Acceptance

Letter of Acceptance

[On Successful Tenderer's Letterhead]

Date: <To be dated on the day this letter is forwarded to JTC Corporation>

Jurong Town Corporation
Enterprise Solutions Department
Industrial Properties Management Division 2
The JTC Summit
8 Jurong Town Hall Road
Singapore 609434

Attention: Chui Hui Ting

Dear Sirs

**TENDER REFERENCE NO.: JTC/EPSP/PQT/1223
ACCEPTANCE OF OFFER FOR LICENCE AT 3024 UBI ROAD 3 #01-99 OUTDOOR
REFRESHMENT AREAS KAMPONG UBI INDUSTRIAL ESTATE SINGAPORE 408652
(“PREMISES”)**

1. We refer to your letter of offer dated «date» (“Letter”), together with the Attachment, (collectively, the “Offer”) for the licence of the Premises and hereby confirm our acceptance of all the terms and conditions of the Offer.
2. We understand and agree that we will only be able to access, print and download our monthly e-statements through JTC's Customer Service Portal. We will refer to your Customer Service Portal guidelines available at <http://www.jtc.gov.sg> for more information.
3. As required, *we enclose our duly completed GIRO authorisation form / we confirm that all payments under the Licence are to be paid by GIRO from our existing GIRO account <<existingGIROAccountnumber>>.
4. We also enclose a copy of Payment Advice for S\$_____ paid to **JTC CORPORATION**, being the total amount as indicated in the Payment Table. ** delete whichever is not applicable*
5. There is a binding Licence between us upon our due acceptance of the Offer in accordance with paragraph 3 of the Letter.

(EXECUTION PORTION FOR SOLE PROPRIETORS AND PARTNERSHIPS)

Yours faithfully,

Signature:
Name:
NRIC no:

@Signature:
@Name:
@NRIC no:

@Signature:
@Name:
@NRIC no:

[DRAFT ONLY, SUBJECT TO CHANGES BY JTC]

in the presence of:

Name of witness:
NRIC No:

(EXECUTION PORTION FOR PRIVATE/ PUBLIC LIMITED COMPANIES)

Yours faithfully,

For and on behalf of _____ *[insert Company's Name]*

Signature of authorised signatory

Name of authorized signatory: _____

Designation: _____

in the presence of :

Name of witness:
NRIC No.: