

202 **THIS LICENCE AGREEMENT** (the “**Licence**”) made on the \_\_\_\_\_ day of \_\_\_\_\_  
**BETWEEN:**

- (1) **SMRT BUSES LTD.** (Company Registration Number: 198202292D), a company incorporated in Singapore and having its registered office at 2 Tanjong Katong Road, #08-01, PLQ3, Singapore 437161 (the “**Licensor**”); and
- (2) **<NAME OF LICENSEE>** (Company Registration Number: **<NUMBER>**), a company incorporated in Singapore and having its registered office at **<ADDRESS>** (the “**Licensee**”).

**WHEREAS** the Licensor is desirous of granting the Licensee a licence of that portion of floor space within the bus interchange (the “**Bus Interchange**”) specified in paragraph 2 of Schedule 1 (the “**Premises**”) for the purpose of installing, operating and maintaining the kiosk specified in paragraph 3 of Schedule 1 (the “**Kiosk**”) subject to the terms and conditions set out in this Licence.

**IT IS AGREED AS FOLLOWS:-**

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| GRANT OF<br>LICENCE AND<br>ACCESS                   | 1.  | The Licensor hereby grants the Licensee a non-exclusive licence to install, operate and maintain the Kiosk daily during the operating hours specified by the Licensor, at the Premises, for such use in accordance with Clause 6.5 herein by the Licensee, its customers and the general public. The Licensee shall have the non-exclusive right by itself, or through its employees, agents and customers to enter the Premises and use the entrances, stairs and passages of the Bus Interchange giving access to the Premises. The Licensor shall as far as practicable maintain the Bus Interchange (if the Licensor owns the whole Bus Interchange) or such part(s) thereof where the Premises are located (if the Licensor does not own the whole Bus Interchange) during the Licence Period.   |
| TERM  | 2.  | The licence hereby granted shall be for the period specified in paragraph 4 of Schedule 1 (the “ <b>Licence Period</b> ”).  |
| MONTHLY<br>LICENCE FEE AND<br>ELECTRICITY<br>CHARGE | 3.1 | <p>The Licensee shall pay the Licensor:-</p> <p>(a) a monthly base licence fee (the “<b>Base Licence Fee</b>”) as set out in paragraph 6(a) of Schedule 1;</p> <p>(b) a monthly service charge (the “<b>Service Charge</b>”) as set out in paragraph 6(b) of Schedule 1 for the Licensee's contribution towards all the costs, expenses and outgoings in the maintenance of the Bus Interchange; and</p> <p>(c) any additional licence fee (the “<b>Additional Licence Fee</b>”) as set out in paragraph 6(c) of Schedule 1 .</p> <p>The Base Licence Fee, Service Charge and Additional Licence Fee (the “<b>Licence Fee</b>”) shall be payable without any deduction, setoff, abatement or demand by General Interbank Recurring Order or by a banker's standing order to the Licensor's bank account unless otherwise agreed to by the Licensor (i) on the dates and in the manner set out in paragraphs 6(d) or 6(e) (as applicable) of Schedule 1; and (ii) where applicable, pro-rated for any period less than a calendar month (such pro-rating to be calculated on a 30 days basis regardless of the number of days in the month).</p> |
|   | 3.2 | Where the Licensor purchases electricity in bulk and/or is on the en-bloc contestability scheme, the Licensee shall regardless of whether the Licensee is   |



operating its business reimburse the Licensor for the monthly charges and taxes in respect of all utilities supplied to and consumed within the Premises and maintain a quantum of deposit with the Licensor as security deposit for payment of utilities charges (the "**Electricity Deposit**"). The Electricity Deposit shall be refunded upon the expiration or sooner determination of the Licence Period without interest, provided that there are no outstanding sums due and owing by the Licensee under this Licence. In the event of any outstanding charges for utilities due and owing by the Licensee, the Licensor shall be entitled to deduct the same from the Electricity Deposit. Throughout the Licence Period, the Electricity Deposit shall be maintained at the amount specified in paragraph 15 of Schedule 1.

For the avoidance of doubt, the Licensee agrees that no machines or electronic devices or electrical equipment of any nature shall be used in the Kiosk or be located at the Premises unless with the Licensor's prior written consent

- 3.3
- (a) The Licensor shall charge the Licensee for the Licensee's consumption of KWH of energy based on prevailing low tension tariffs set by SP Services Ltd or such other published tariffs in the liberalised energy market. The Licensee shall ensure that all appliances, fittings and devices used in the Premises can be powered by the 240V single phase voltage supplied in the Bus Interchange.
  - (b) The Licensor reserves the right to disconnect electricity supplies in the event of non-payment of any electricity bills on the due date or if any electrical installations pose safety hazards. The Licensor shall not be responsible for any losses arising therefrom.
  - (c) If a dispute arises at any time during the Licence Period as to the accuracy of the energy consumption recorded, the Licensor (or the Licensee if so required by the Licensor) shall arrange to verify the accuracy of the meter readings. If the variance is not more than  $\pm 2.5\%$ , the Party which disputes the accuracy shall bear the costs of such test.
  - (d) For the purposes of this Clause, the Licensee agrees that the Licensor shall read the energy meter once every three (3) months. The Licensee also agrees that the billing under this Clause shall be based on the actual meter reading for the month when the meter was read, and the billing for the successive two (2) months shall be an estimate calculated on the average monthly energy consumption.
  - (e) If the variance exceeds  $\pm 2.5\%$ , the Licensor shall be entitled to adjust and revise its bills in respect of the period when the trend of consumption reflects the inaccuracy (the "**Subject Period**"). The amount of each revised bill shall be based on the 3 months moving average prior to the Subject Period, and may take into account any additional technical



adjustments which the Licensor deems necessary. The amount of the revised bill shall be conclusive and binding on the Licensee.

- (f) The Licensee shall appoint a licensed electrical worker for the design, alteration, addition of the entire electrical system (including the distribution board) and the maintenance of the electrical installation within the Premises. The licensed electrical worker shall ensure the entire electrical installation is in accordance with Singapore Code of Practice (CP) 5, CP88 and relevant regulations. If the Licensee requires an electrical supply of 60 Amperes 3-Phase (45 KVA) and above, it shall engage its own licensed electrical worker for the application of a licence for the operation of the electrical installation within the Premises
- (g) If the Licensor has not procured the electricity in bulk for the Licensee at any time during the Licence Period, the Licensee shall (until the Licensor decides to procure electricity in bulk for the Licensee) make its own arrangement for and pay all existing and future costs, taxes, and outgoings for the supply of all electricity charged and payable in respect of the Premises. Where the Licensee makes its own such arrangements, it shall throughout the Licence Period keep the Licensor informed of its electricity retailer and the terms of its arrangement with such retailer.
- (h) If the Licensor has procured the electricity in bulk for the Licensee during the Licence Period from the Licensor's designated utilities supplier (the "**Designated Supplier**"):
- i. The Licensee shall arrange with the Designated Supplier for the connection of supply of the respective utilities to the Premises;
  - ii. The Licensee shall not be entitled to object to the Licensor's choice of supplier for utilities (gas, water and electricity) to the Premises;
  - iii. At any time during the Licence Period, the Licensee shall at the Licensor's request, take the necessary steps to cease supply from the Licensee's existing utilities' supplier and arrange for connection and supply to the Premises with the new Designated Supplier to permit the Licensor to make such arrangements for new connection in the Licensor's own name. The costs of such connection or termination and any necessary installation of separate meters required by the Designated Supplier or relevant authorities shall be borne by the Licensee;
  - iv. The Licensee shall also bear all charges and taxes in respect of all utilities supplied to and consumed at the Premises when invoiced by the Designated Supplier and/or by the Licensor. Where such charges or taxes are not metered or invoiced separately to the Premises by the authorities or Designated Supplier, the Licensee shall pay to the



Licensor the cost of the utilities supplied to the Premises, such cost to be calculated by the Licensor and notified to the Licensee by a written statement which shall be conclusive and binding on the Licensee. Such apportioned charges shall be payable by the Licensee within (14) days of receipt of statement from the Licensor;

v. The Licensor shall not be responsible and/or liable for any and all losses or damages caused by or as a result of any defect, inconsistency, failure, delay, interruption, reduction, surge or variation of the supply and transmission of utilities at any time.

vi. Where any agreement for purchase of utilities made between the Licensor and the Designated Supplier for supply to the Premises is terminated for reasons beyond the control of the Licensor, the Licensor shall not be required to compensate the Licensee for any losses or damages (including indirect consequential losses) suffered by the Licensee as a result of such termination of supply to the Premises.

- TAXES 4. All sums payable to the Licensor under this Licence are exclusive of any applicable taxes and the Licensee shall pay all goods and services tax or other value added tax (by whatsoever name called and whether imposed in Singapore or otherwise) in addition to the sums otherwise payable, at the rate in force at the time such payments are due or such other time as stipulated under the relevant legislations.
- LATE PAYMENT INTEREST 5. In addition and without prejudice to any other right, power or remedy of the Licensor, if the Licence Fee and/or any other monies due under this Licence shall at any time remain unpaid for fourteen (14) days after the same was due (whether formally demanded or not) the Licensee shall pay to the Licensor interest thereon calculated from the date on which such monies fall due for payment to the date on which such monies are paid to or recovered in full by the Licensor at the rate of one per cent (1%) per month.
6. The Licensee agrees with the Licensor as follows:-
- SECURITY DEPOSIT 6.1.1 On or before the execution of this Licence, the Licensee shall pay the Licensor the sum specified in paragraph 7 of Schedule 1 (the "**Security Deposit**") being three (3) months' of the highest Licence Fee payable in the Licence Period as security for the due performance of the Licensee's obligations under this Licence, Provided Always that if the Licensee shall duly perform and observe all covenants, stipulations and conditions as set out in this Licence (the "**Licensee's Obligations**") during the Licence Period, the Licensor shall at the expiration or earlier determination of the Licence Period return the Security Deposit (without interest and subject to deductions under Clause 6.1.2) within two (2) months after the Licensee have duly removed the Kiosk and reinstated the Premises to its original state and condition to the satisfaction of the Licensor in accordance with Clause 6.12 of this Licence. The amount stated in paragraph 7 of Schedule 1 shall be maintained by the Licensee throughout the Licence Period.



- 6.1.2 If the Licensee fails to observe and perform any of the Licensee's Obligations, the Licensor shall be entitled to deduct from the Security Deposit such sum as may be necessary to make good and satisfy any damages and losses arising from the Licensee's failure but without prejudice to the right of action of the Licensor against the Licensee in respect of any antecedent breach by the Licensee of any of the Licensee's Obligations.
- 6.1.3 Until the relevant statutory declarations, annual audited sales reports, or GTO Statements (where applicable) have been submitted to the Licensor and all payments due under this Licence have been made in full, the Security Deposit shall not be refunded to the Licensee.
- INSTALLATION AND FITTING-OUT WORKS 6.2.1 (a) The Licensor has granted the Licensee a Licence Fee-free period specified in paragraph 9 of Schedule 1 (the "**Fitting Out Period**") to install the Kiosk and carry out any other related works at the Premises as may be required by the Licensor (including but not limited to installing all wiring from the electrical riser of the Bus Interchange to supply power for the operation of the Kiosk and signages and display messages) (the "**Fitting-Out Works**"), in such manner as may be approved by the Licensor and in compliance with the Licensor's Fitting Out Manual and the Rules and Regulations as defined in Clause 6.7.1.
- (b) The Licensee shall be responsible for the Fitting-Out Works, setting up and installation of the Kiosk and the Licensor shall only be responsible for the provision of one power point and one data point for each Kiosk.
- (c) The Licensee shall bear all costs and expenses incurred in respect of the Fitting-Out Works.
- (d) The Licensee shall declare to the Licensor the actual value of the Licensee's Capex Works ("**Actual Declared Value**") in writing not later than three (3) months after completion of the Licensee's Capex Works together with copies of all third-party invoices for verification and validation by the Licensor.
- The "**Licensee's Capex Works**":
- (i) refers to capital expenditure works (including external design fees but excluding salvageable items) carried out by the Licensee on the Premises during the Fitting Out Period or at the time of renewal in order to repair, improve, upgrade or refresh the Premises.
- (ii) excludes any capital expenditure works carried out or initiated by the Licensee in its sole discretion during the Licence Period if such works are not agreed by the Licensor for the purpose of computing the Actual Declared Value.
- (e) In the event that the Licensee fails and/or refuses to declare to the Licensor the Actual Declared Value and/or submit copies of the relevant invoices within three (3) months after completion of the Licensee's Capex Works in accordance with Clause 6.2.1(d), the Licensor (acting reasonably) shall be entitled to determine the Agreed Declared Value, having regard to the estimated value of the Licensee's Capex Works as stated in paragraph 9 of Schedule 1 ("**Estimated Value of the Licensee's Capex Works**") (where applicable). The Licensor shall notify the Licensee in writing of its determination of the Agreed Declared Value and the determination of the Agreed Declared Value by the Licensor (acting



reasonably) shall be accepted by the Parties as being the Agreed Declared Value.

- (f) Without affecting Clause 6.2.1(e) above, in the event that the Licensor accepts the Estimated Value of the Licensee's Capex Works as stated in paragraph 9 of Schedule 1 as the Agreed Declared Value, the Licensor shall notify the Licensee in writing of its acceptance of the Estimated Value of the Licensee's Capex Works as the Agreed Declared Value and the requirements of Clause 6.2.1(d) above shall be waived, and references to "Agreed Declared Value" in this Licence shall refer to the Estimated Value of the Licensee's Capex Works as accepted by the Licensor.

6.2.2 In the event that the Licensee completes the Fitting-Out Works prior to the expiry of the Fitting Out Period, the Licensee may with the approval of the Licensor commence operation of the Kiosk on the day following completion of the Fitting-Out Works. The Licence Fee shall be payable by the Licensee (on a pro-rata basis) from such date of commencement of operation of the Kiosk until expiry of the Fitting Out Period.

6.2.3 For the avoidance of doubt, the terms and conditions under this Licence shall (where applicable) apply in respect of the Fitting Out Period.

FITTING-OUT/  
REINSTATEMENT  
DEPOSIT

- 6.3 (a) The Licensee shall pay to the Licensor the deposit specified in paragraph 10 of Schedule 1 (the "**Fitting-Out/Reinstatement Deposit**") as security for the proper carrying out of the Fitting-Out Works in accordance with Clauses 6.2.1 to Clause 6.2.3. The Licensor shall be entitled to deduct from the Fitting-Out/Reinstatement Deposit such costs and/or expenses incurred by the Licensor to make good any damages arising from the Fitting-Out Works if the Licensee fails to perform the same.
- (b) Upon the completion of the Fitting-Out Works, the Fitting-Out/Reinstatement Deposit shall continue to be held by the Licensor as security for costs and expenses incurred by the Licensor in carrying out any reinstatement work to the Premises. The Licensor shall be entitled to deduct from the Fitting-Out/Reinstatement Deposit such costs and/or expenses incurred by the Licensor to conduct or make good any damages arising from the Licensee's reinstatement works.
- (c) The Licensor shall at the expiration or earlier determination of the Licence Period return the Fitting-Out/Reinstatement Deposit (without interest and subject to any deductions under this Clause 6.3) within two (2) months after the Licensee has removed the Kiosk and reinstated the Premises to its original state and condition to the satisfaction of the Licensor in accordance with Clause 6.12 of this Licence.

INSURANCE 6.4

The Licensee shall at all times during the Licence Period and during any period of holding over maintain:-

- (a) an adequate insurance policy on all goods and fixtures belonging to or held in trust by the Licensee within the Premises against all loss and damage;
- (b) an adequate public liability insurance policy in the joint names of the Licensor and the Licensee for the following amounts which shall be taken out with an insurance company approved by the Licensor for the Premises:-



- (i) For use of the Premises as retail or office use, a minimum sum of Singapore Dollars One Million (S\$1,000,000.00) where the Area is less than 500 square metres, and Singapore Dollars Two Million (S\$2,000,000.00) where the Area is 500 square metres or more;
- (ii) For use of the Premises as a restaurant or sale of food and beverage use, a minimum sum of Singapore Dollars Two Million (S\$2,000,000.00) regardless of area; and

to produce to the Licensor not later than three (3) months after the Term Commencement Date or on demand the said policies and the receipts for payment of premium in respect thereof.

There shall be no exclusion of liability for property damage arising from property in the charge or under the control of the Licensee or any agent or servant of the Licensee nor shall there be an exclusion of liability against claims for personal injury or loss of life against the Licensee nor shall there be any exclusion of liability in the event of loss or damage to the Premises or claims for personal injury or loss of life caused by any fixture or fittings or goods belonging to or held in trust by or hired or leased or rented to the Licensee.

- (d) In the event the Premises or any part thereof is destroyed or damaged by fire, the Licensee shall forthwith give to the Licensor written notice of such destruction or damage and to forthwith cause all monies received by virtue of any insurance to be laid out in rebuilding and reinstating the Premises to the satisfaction of the Licensor and to make up any deficiency thereof out of his own monies, but the rebuilding and reinstatement shall in any event commence and be completed within the period specified by the Licensor Provided Always that if the Licensee fails to keep the Premises insured as foresaid, the Licensor may without being under any obligation to do so, do all things necessary to effect or to maintain such insurance and any monies expended by him for that purpose shall be repayable by the Licensee on demand and shall be recovered forthwith from the Licensee as a debt.

PERMITTED  
USE 6.5

- (a) The Premises shall be used solely for the purpose stated in paragraph 13 of Schedule 1 and subject to the Licensee having obtained all necessary prior approvals and licenses (if any) from the relevant authorities at the Licensee's own costs and expenses.
- (b) The Licensee shall not keep, permit or suffer to be kept or brought upon the Premises any animals, and to take all reasonable precautions to keep the Premises free of rodents, insects and other pests.
- (c) (i) The Licensee shall display all merchandise strictly within the boundary of the Premises and shall not, in any manner whatsoever, encroach on the surrounding premises (and its airspace) outside the Premises.
- (ii) In the event of a breach of Clause 6.5(c)(i), the Licensor may carry out inspections and, without prejudice to any of its rights and remedies under this Licence, impose an administrative charge of Singapore Dollars Two Hundred and Fifty (\$ 250.00)



(the “**Administrative Charge**”) for each and every inspection carried out until such breach is rectified. All Administrative Charges imposed under this Licence shall be paid to the Licensor within thirty (30) days from the date of the issue of the Licensor’s written notification to the Licensee informing the Licensee of the Administrative Charge payable.

- (iii) For the avoidance of any doubt, any breach of a similar nature under this Clause 6.5(c)(i) that recurs within three (3) months after it has been rectified by the Licensee shall be deemed as a continuance of the same earlier breach and any rectification carried out for the earlier breach shall be deemed null and void.

- INDEMNITY
- 6.6 The Licensee shall indemnify and keep indemnified the Licensor from and against:-
- 6.6.1 all claims, demands, writs, summons, actions, suits, proceedings, judgments, orders, decrees, damages, costs, losses and expenses of any nature whatsoever which the Licensor may suffer or incur arising from or out of any act, or omission by the Licensee or its employees, agents, contractors, invitees and/or licensees (the “**Licensee’s Authorised Representatives**”) upon or at the Premises;
- 6.6.2 all loss and damage to the Premises, the Bus Interchange and to all property therein caused directly or indirectly by the Licensee or the Licensee’s Authorised Representatives; and
- 6.6.3 all loss and damage suffered by the Licensor as a result of any breach by the Licensee of any of its obligations or warranties hereunder including but not limited to any claim by third party for infringement of intellectual property rights.
- RULES & REGULATIONS
- 6.7.1 The Licensee shall at all times observe and comply with the rules and regulations of the Bus Interchange contained in **Schedule 2** hereto relating to the management, operations and maintenance of the Bus Interchange and the conduct of the Licensee and any other rules and regulations which the Licensor or the Land Transport Authority (“**LTA**”) or any other statutory body or relevant authority may make (the “**LTA Regulations**”) The rules and regulations of the Bus Interchange and the LTA Regulations shall collectively be known as the “**Rules and Regulations**”). The Licensee acknowledges, agrees and declares that failure of the Licensee to comply with any of the Rules and Regulations shall constitute a breach of the terms of this Licence. The Licensee shall also be liable for any penalties stipulated in the Rules and Regulations in the event of such non-compliance.
- 6.7.2 The Licensee further acknowledges, agrees and declares that the Licensor, any statutory body or relevant authority (as the case may be) shall have the right at any time to vary or amend the Rules and Regulations whenever the Licensor or any statutory body or relevant authority (as the case may be) deems such variation or amendment thereto shall be necessary or desirable for regulating the use of the Premises and/or the Bus Interchange and/or for the safety, care, operations and/or cleanliness thereof and a certificate with the signature of any authorised person for the time being of the Licensor or any statutory body or relevant authority (as the case may be) listing the Rules and Regulations for the time being in force at the date hereof or any amendment thereof shall until further notice be conclusive evidence that the Rules and Regulations are for the time being in force. Where pursuant to the Rules and Regulations the doing or executing of any act, matter or thing by the Licensee is dependent upon the





- consent or approval of the Licensor, such consent or approval may be given or withheld by the Licensor in its absolute discretion.
- 6.7.3 The Licensee agrees that the Licensor shall not be liable to the Licensee in any way for violation of the Rules and Regulations by any person including other licensees or occupiers of the Bus Interchange or servants, independent contractors, agents, visitors, invitees or licensees thereof.
- FIRE REGULATIONS 6.8 The Licensee will comply with all insurance, sprinkler and/or fire alarm regulations imposed by the Licensor and ensure that at all times during the Licence Period there is in the Premises a hand operated fire extinguisher approved by the Licensor.
- LOADING AREA 6.9 The Licensee shall only park or stop trade vehicles at loading areas designated by the Licensor (the "**Loading Area**") and at such times as the Licensor may specifically allow. The Licensee shall not use or permit to be used the Loading Area for the storage of goods or for any other purpose other than for the prompt loading and unloading of goods.
- OPERATION AND MAINTENANCE 6.10 (a) The Kiosk shall be operated and maintained in such efficient, orderly, clean and tidy manner as may be required by the Licensor and to the Licensor's satisfaction and in compliance with the Rules and Regulations. The Licensee shall bear all costs and expenses incurred in respect of the operation and maintenance of the Kiosk. All damage to the Premises or the Bus Interchange arising from the operation and maintenance of the Kiosk shall be borne and made good by the Licensee to the Licensor's satisfaction. If the Licensor is of the opinion that the Kiosk or the Premises is not operated or maintained to the Licensor's satisfaction and requires repair or rectification, the Licensor may notify the Licensee of the same and the Licensee shall respond to the Licensor in writing within twenty-four (24) hours of the Licensor's notification on its intended course of action and shall as soon as practicable carry out all necessary repair or rectification works to the Licensor's satisfaction.
- (b) The Licensee shall keep the Premises and the Kiosk, in particular the exterior display windows (if any) clean and free from dirt and rubbish and to throw all trade waste, debris, dirt and rubbish in proper receptacles and to arrange for the regular removal thereof from the Premises. The Licensee shall not throw, place or cause or permit to be thrown or placed in the common area, trade waste, sweepings, rubbish, or any unsuitable substances and the Licensee shall on demand pay to the Licensor the costs and expenses of making good any damage resulting to the common area caused by the misuse of such facilities by the Licensee or by any of the Licensee's employees or visitors. If the Licensee is in breach of this Clause, the Licensee shall pay the Licensor's costs and expenses for the corresponding clearance of rubbish and trade waste caused by the Licensee's breach.
- (c) The Licensee shall at all times during the Licence Period, open and keep the Kiosk open for business and in full operation in accordance with the Minimum Business Hours stipulated in paragraph 14 of Schedule 1.
- (d) The Licensee shall conduct its business in the following manner:



- (i) not harm the business or reputation of the Licensor or reflect unfavourably on the Bus Interchange, the Licensor or other licensees in the Bus Interchange or which may confuse, mislead or deceive the public.
- (ii) conduct its business or cause the same to be conducted in a lawful and orderly manner and not cause any nuisance or disturbance to the Licensor or its licensees or the occupants of any adjoining properties. If the Licensee shall breach this Clause, it shall be lawful for the Licensor at anytime thereafter to re-enter the Premises or any part thereof and thereupon this Licence shall absolutely cease and determine but without prejudice to the right of action of the Licensor in respect of unpaid Licence Fee or any antecedent breach of the Licensee's Obligations herein contained.

Provided Always that if in the opinion of the Licensor, the Licensee fails to observe the provisions of these sub-Clauses, the Licensor may serve a written notice on the Licensee to rectify such failure and the Licensee shall do so within seven (7) days of the receipt of such notice failing which the Licensee shall be considered in breach of this Licence.

ALTERATIONS &  
ADDITIONS

6.11

(a) The Licensee shall not make or permit to be made any alterations or additions to the Premises or to the Kiosk (including the number, type, location, size, dimensions, façade, structure or design of the Kiosk) without the Licensor's prior written consent. If such consent is given, the Licensee shall carry out such alterations or additions, in such manner and subject to such conditions as may be required by the Licensor. Any damage caused to the Premises or any part of the Bus Interchange as a result of such alterations or additions shall be borne and made good by the Licensee to the Licensor's satisfaction. The Licensor shall be entitled to enter upon the Premises at any time to carry out any repair, refurbishment or renovation works, alterations or additions to the Premises.

(b) The Licensee shall not erect or install any sign, device, furnishing ornament or object which is visible from the street or from any other building and which, in the opinion of the Licensor, is incongruous or unsightly or may detract from the general appearance of the Bus Interchange.

(c) The Licensee shall keep the Premises and Kiosk, including but not limited to, all doors locks window frames window glass window fittings floors interior plaster and other finishing materials and rendering to walls and ceiling drainage water and other pipes and sanitary water gas and electrical apparatus and wiring that may serve the Premises in good clean substantial and proper repair and condition (fair wear and tear alone excepted) and to so maintain the same at the Licensee's costs and expenses.

REINSTATEMENT

6.12

The Licensee shall on the expiry or earlier determination of the Licence Period, at its own costs and expenses remove the Kiosk and reinstate the Premises to its original state and condition, to the satisfaction of the Licensor and in default of such removal and reinstatement being effected upon the expiry or earlier determination of the Licence Period, it shall be lawful for the Licensor to effect the same in such a manner as it may in its absolute discretion deem fit and reclaim exclusive use and possession of the Premises. The Licensor reserves



the right to recover the said costs and expenses of such removal and reinstatement from the Licensee or to deduct the said costs and expenses from the Fitting-Out/Reinstatement Deposit and/or Security Deposit.

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| ADVERTISING AND<br>MARKETING<br>MATERIALS | 6.13 | <p>(a) Any advertising or marketing materials used in the Premises or on or attached to the Kiosk (including but not limited to the electronic signage board ("<b>Runners</b>") shall be approved by the Licensor in writing prior to such usage, such approval to be at the Licensor's absolute discretion.</p> <p>(b) The Licensee shall only use, and ensure that the Runners are strictly used for the promotion of such publications sold or distributed at the Kiosk or display of any other contents (advertising or otherwise) with the Licensor's prior written approval. The Licensee shall also provide such information and update on the Runners from time to time and at the request of the Licensor.</p> <p>(c) The Licensee represents, warrants and undertakes to the Licensor that any and all materials or documents on the Premises do not infringe any intellectual property rights of whatever nature of any third parties.</p> <p>(d) The Licensee shall ensure and shall procure that its employees, agents, representatives or otherwise, shall not tout or solicit or procure or cause or permit any touting or soliciting or the distribution of any pamphlets notices or advertising matter outside the Premises within the Bus Interchange for the benefit of any business (whether for the Licensee or otherwise). In the event of the Licensee's breach of this Clause, the Licensor shall have the right to immediately terminate this Licence under Clause 7.5.1 herein.</p>   |
| NON-LIABILITY                             | 6.14 | <p>Notwithstanding anything herein contained, save for where the loss was suffered due to the Licensor's gross negligence or willful default to maintain the Bus Interchange (if the Licensor owns the whole Bus Interchange) or such part(s) thereof where the Premises are located (if the Licensor does not own the whole Bus Interchange), the Licensor shall not be liable to the Licensee nor shall the Licensee have any claim against the Licensor in respect of :-</p> <p>6.14.1 any interruption in any of the services to the Bus Interchange by reason of repair or maintenance of any installations or apparatus or damage thereto howsoever caused;</p> <p>6.14.2 any damage, loss or injury howsoever caused to any person or property in the Premises or the Bus Interchange;</p> <p>6.14.3 any act, omission or negligence of any attendant or other servant or employee or contractor of the Licensor in or about the performance or purported performance of any duty relating to the provision of the services to the Bus Interchange;</p> <p>6.14.4 any loss of money or merchandise (as the case may be) contained in the Kiosk;</p> <p>6.14.5 any loss to the Licensee resulting from any failure or malfunction in the security system of the Kiosks;</p> <p>6.14.6 the Licensor's refusal to grant, or restriction of, access to the Bus Interchange or closure of all or any of the entrances, exits or driveways to the Bus Interchange, for any reason as the Licensor shall deem fit;</p> <p>6.14.7 any damage, loss (including loss of revenue or profit) or injury resulting from any interruption in any of the services to the Bus Interchange or the Premises</p> |



- or the restriction of access to, or closure of, the Bus Interchange or the Premises due to reasons or crisis beyond the Licensor's control, or the control of any of its employees including without limitation nationalisation, expropriation, acts of war, terrorism, insurrection, revolution, civil interest, riots, strikes, nuclear fission or acts of God; or
- 6.14.8 any damage or loss, including but without limitation, loss of revenue or profits, loss due to disruption, loss of business, loss of access to Kiosk, any inconvenience, costs and expenses arising out or in connection with any development, redevelopment, renovation, upgrade or works carried out by any person over, on or under the Bus Interchange or any land adjoining or in the vicinity of the Bus Interchange or within the Bus Interchange in any manner whatsoever or resulting from any interruption in any of the services to the Bus Interchange or the restriction of access to, or closure of, the Bus Interchange due to such development, redevelopment, renovation, upgrade or works carried out by such person as aforesaid.
- NO ASSIGNMENT AND SUB-LICENSING 6.15 The Licensee shall not assign, sub-licence or transfer any of its rights or obligations under this Licence or part with possession of the Premises. In the event of a breach of this Clause, this Licence shall at the option of the Licensor forthwith be determined and the Licensee shall surrender vacant possession of the Premises to the Licensor without prejudice to any right of action or remedy of the Licensor for any antecedent breach of the Licensee's Obligations herein contained.
- LICENSOR'S RIGHT OF ENTRY TO EXAMINE AND TO REPAIR 6.16 The Licensee permits the Licensor and/or LTA with or without workmen to access the Premises and/or Kiosk at any time to examine the state and condition thereof and to do such works that may be required for any repairs.
- NO STORAGE OF HAZARDOUS MATERIALS 6.17 The Licensee shall not store or bring upon the Premises any goods or things which in the opinion of the Licensor are of an obnoxious, dangerous or hazardous nature or any explosive or combustible substances. If combustible or inflammable materials are stored in the Premises with the Licensor's prior written consent, any increase in the insurance premiums incurred by the Licensor shall be borne by the Licensee.
- YEARLY ACCOUNTS 6.18 (a) Where applicable, the Licensee shall submit to the Licensor at the close of each calendar year AND not later than sixty (60) days after the date of the expiration or earlier determination of this Licence a statutory declaration by the sole proprietor, Partners, Director or Certified Public Accountant of the Licensee declaring the accuracy of the submission of the Licensee's annual GTO.
- (b) Where Additional Licence Fees are payable by the Licensee and the Licensee is subscribed or integrated with the Point of Sale ("POS") System used by the Licensor in the Bus Interchange (the "**Bus Interchange's POS System**"), the Licensor may request for an annual audited sales report to be submitted by the Licensee, the costs of the annual audited sales report shall be borne equally by the Licensor and Licensee.
- (c) Where Additional Licence Fees are payable by the Licensee and the Licensee is neither subscribed to nor integrated with the Bus Interchange's POS System, the Licensee shall submit to the Licensor not later than sixty (60) days after the close of each calendar year AND not later than sixty (60) days after the date of the expiration or determination of this Licence the annual audited sales report of the



Licensee at the Licensee's cost which is certified by a Certified Public Accountant approved by the Licensor.

- (d) With respect to (a), (b) and (c) above, in the event that the Term Commencement Date falls on a day other than the first day of the calendar year then the first annual audited sales report shall commence from the period from the Term Commencement Date up to the day immediately before the first day of the next calendar year. In the event that the expiration or sooner determination of this Licence ends on a day other than the end of the calendar year then the last annual audited sales report shall commence from period from the first day of that calendar year up to the day of the expiration or sooner determination of this Licence.
- (e) The Security Deposit shall be refunded to the Licensor only upon the full submission of complete and relevant statutory declaration and/or annual audited sales report in respect of the Premises. The Licensor reserves the right to retain a Certified Public Accountant to examine the books and records of the Licensee and to prepare such audited sales report (which statement shall be accepted by the Licensee as final and conclusive without further objection or enquiry) the costs of which shall be immediately paid by the Licensee.

POINT OF SALE SYSTEM 6.19

- (a) The Licensee shall either subscribe to the Bus Interchange's POS System or arrange for and ensure an electronic link and interface of the Licensee's own system to the Bus Interchange's POS System so as to transmit the Licensee's hourly gross sale data to the Licensor on a daily basis via the POS System.
- (b) The costs for the subscription of the Bus Interchange's POS System and/or the integration of the Licensee's own system with the Bus Interchange's POS System shall be borne and paid by the Parties as follows:
- (i) where the Licensee is already an existing licensee of the Premises immediately prior to the commencement of the Licence Period and the Licensee's own POS System is compatible for integration with the Bus Interchange's POS System, the costs and expenses for the ad-hoc POS integration (including software) of the Licensee's POS System with the Bus Interchange's POS System shall be borne equally by the Licensor and the Licensee;
- (ii) where the Licensee is already an existing licensee of the Premises immediately prior to the commencement of the Licence Period and the Licensee's own POS System is not compatible for integration with the Bus Interchange's POS System and the Licensor requires the Licensee to purchase a new POS System in order to integrate with the Bus Interchange's POS System, (I) the additional costs and expenses for the purchase of such new POS System shall, subject to Clause 6.19(b)(iii) below, be borne equally by the Licensor and the Licensee; and (II) the costs and expenses for the ad-hoc POS integration (including software) of the Licensee's POS System with the Bus Interchange's POS System shall be borne equally by the Licensor and the Licensee;
- (iii) notwithstanding Clause 6.19(b)(ii)(I) above, where the Licensee is a new licensee of the Premises, the Licensee shall purchase a POS System which is compatible for integration with the Bus



Interchange's POS System and the costs and expenses for the purchase of such new POS System shall be borne by the Licensee solely Provided that if the options for a compatible POS System which is available in the market are limited and the cost to the Licensee to purchase a compatible POS System is substantially higher than a non-compatible POS System, the costs and expenses for a compatible POS System shall be borne equally by the Licensor and the Licensee. For the avoidance of doubt, the costs and expenses for the ad-hoc POS integration (including software) of the Licensee's POS System with the Bus Interchange's POS System shall be borne equally by the Licensor and the Licensee;

- (iv) in any case where the costs and expenses for the purchase of a new POS System and/or the ad-hoc POS integration (including software) of the Licensee's POS System with the Bus Interchange's POS System are to be borne equally by the Licensor and the Licensee, the Licensee shall provide the Licensor with receipts evidencing the amount of costs incurred and the amount to be borne by the Licensor shall be set off against the Base Licence Fee for the following month;
- (v) for the avoidance of doubt, the costs for the regular maintenance of each Party's POS System shall be borne by such party solely.
- (c) The Licensee acknowledges that the Bus Interchange's POS System is not owned by the Licensor and agrees not to hold the Licensor liable or responsible in the event of a system failure resulting in data not being captured and other consequently loss, damage or expense to the Licensee.
- (d) The Licensee shall allow the Licensor access to the Licensee's POS System to analyse detailed data in connection with the Licensee's operations at the Premises (over and above the sales data that the Licensor already has access to), if required by the Licensor. The Licensor shall keep all data obtained from the POS System in the strictest confidence and shall not divulge any part thereof to third parties save where required by law or regulation.
- (e) In the event that data from the Licensee's POS System is not available or accessible to the Licensor for whatever reason for any particular period of time during the Licensee's operations at the Premises including any hold over period, the Licensee shall without prejudice to the Licensor's rights in respect of the Licensee's breach of this Clause submit to the Licensor the Licensee's hourly gross sale data for the relevant period on a daily basis in the format prescribed by the Licensor by the 7<sup>th</sup> day of the following month, failing which the Licensee agrees that the Licensor shall be entitled to consider the monthly projected sales amount as stated in the Merchandising Plan annexed to the Letter of Offer, pro-rated on a daily basis to be a fair estimate of the Licensee's daily GTO for each day that no hourly gross sales data was received by the Licensor.

## 7. GENERAL PROVISIONS



LICENSOR'S RIGHT TO RESTRICT ACCESS	7.1	The Licensor may in the exercise of its absolute discretion refuse to grant, or restrict access to any part of the common area of the Bus Interchange or may close off all or any of the entrances, exits or driveways of the Bus Interchange for such period as the Licensor deems appropriate.
HOLDING OF FUNCTIONS	7.2	The Licensor may at its absolute discretion permit any person or organisation to hold any functions or exhibitions or display merchandise in the common area of the Bus Interchange and/or close or cordon any part of the common area of the Bus Interchange for such functions, exhibitions or display, notwithstanding that access to the Premises may be restricted or affected as a result thereof, provided that the restriction of access to the Premises shall only be for a reasonable period.
POWER TO DEAL WITH ADJOINING PROPERTY	7.3	The Licensor may deal as it may think fit with other property belonging to the Licensor adjoining or nearby and to erect or suffer to be erected on such property any buildings whatsoever whether or not such buildings shall affect or diminish the light or air which may now or at any time be enjoyed by the Licensee in respect of the Premises.
RIGHT TO CHANGE LOCATION OF COMMON AREAS	7.4	The Licensor shall have the right at any time without incurring any liability to the Licensee, to change the arrangement and/or location of entrances, passages, doors, doorways, partitions, corridors, toilets, or other public parts of the Bus Interchange or any services, or apparatus serving the Bus Interchange and to change the name, number or designation by which the Bus Interchange is known.
DEFAULT AND TERMINATION	7.5.1	<p>Provided Always and it is agreed and declared that if any one or more of the following events shall occur, the Licensor shall be entitled (but not obliged) at any time thereafter to terminate this Licence and immediately regain possession of the Premises, and thereupon the Licence hereby granted shall forthwith and absolutely cease but without prejudice to any right of action or remedy of the Licensor in respect of any antecedent breach of the Licensee's Obligations herein contained:-</p> <ul style="list-style-type: none"> <li>(a) if the Licence Fee or any other monies payable by the Licensee hereunder shall at any time remain unpaid for fourteen (14) days after the same shall have become due;</li> <li>(b) if the Licensee breaches any of the Licensee's Obligations (other than the payment of Licence Fee or any other monies under Clause 7.5(a)) and such breach (if capable of being remedied) has not been remedied for a period of thirty (30) days or such shorter period as stated in the relevant written notice after the Licensor has given to the Licensee written notice to remedy the same;</li> <li>(c) if the Licensee makes any assignment for the benefit of the Licensee's creditors or enters into any agreement or makes any arrangement with the Licensee's creditors for liquidation of the Licensee's debts by composition;</li> <li>(d) if the Licensee becomes insolvent or is wound up whether voluntarily or compulsorily save for the purpose of reconstruction or amalgamation; or</li> <li>(e) if any distress or execution is levied or enforced upon any part of the property or assets of the Licensee and is not discharged or paid off within fourteen (14) days thereafter.</li> </ul>
	7.5.2	<ul style="list-style-type: none"> <li>(a) In the event that the Premises or the Bus Interchange, at any time during the Licence Period shall be damaged or destroyed by fire, act of God or</li> </ul>



other cause beyond the control of the Licensor so as to render the Premises unfit for use or access thereto impossible for a period of more than one (1) month (except where such damage or destruction has been caused by the default or negligence of the Licensee or its servants or agents), the Licence Fee or a fair proportion thereof according to the nature and extent of the damage sustained shall be suspended until the Premises shall be rendered fit for occupation and use or until access thereto may be obtained (as the case may be).

- (b) If the unfitness of the Premises or the inaccessibility thereto shall continue for a period of more than three (3) months, either Party shall be at liberty by notice in writing to determine the Licence Period and upon such notice being given the License hereby granted shall absolutely cease and determine but without prejudice to any right of action of the Licensor or the Licensee in respect of any antecedent breach of the terms and covenants under this Licence by the Licensee or the Licensor (as the case may be).
- 7.5.3 (a) If the Licensor intends to carry out any repair, refurbishment or renovation works or any alterations or additions to the Premises ("**Redevelopment Works**") and requires vacant possession of the Premises or any part thereof, the Licensor may terminate this Licence by giving six (6) months' notice in writing to the Licensee ("**Licensor's Redevelopment Termination Notice**"), subject to Clause 7.5.3(c) below, and such termination shall be without prejudice to the rights of either Party in respect of the antecedent breaches of the other Party. The Licensor shall not be entitled to terminate this Licence for the sole purpose of changing the licensee mix in the Bus Interchange without carrying out the Redevelopment Works or if the Licensor is able to carry out the Redevelopment Works without requiring vacant possession of the Premises.
- (b) In the event that the Licensor has obtained the grant of written permission from the Urban Redevelopment Authority for any asset enhancement initiative works ("**AEI Works**"), the Licensor must inform the Licensee of such AEI Works prior to the signing of this Licence. If the Licensor fails to do so, and this Licence is pre-terminated by the Licensor by reason of the proposed Redevelopment Works, an additional compensation sum payable under Clause 7.5.3(d) below upon the termination of this Licence pursuant to this Clause 7.5.3. The Licensor and the Licensee shall use commercially reasonable endeavours to agree on the amount of such additional compensation sum. In the event that Licensor and the Licensee are not able to agree on the amount of such additional compensation sum, either Party may escalate the matter to the Singapore Mediation Centre ("**SMC**") to resolve the disagreement and if the matter is escalated to SMC, both Parties must attend mediation session(s) and comply with the resolutions of the SMC.
- (c) If the Licensor receives written notice from the relevant authorities or is required by any prevailing laws, orders, directions, by-laws, codes, rules, regulations or requirement of the relevant authorities to carry out redevelopment, renovation, alteration, enhancement, improvement or reconfiguration works or such works for any reason whatsoever ("**Requirements**") and the time period given to the Licensor to comply with such Requirements is of such duration that the Licensor is unable to give the Licensee the requisite six (6) months' notice in writing, the Licensor shall, as soon as practicable, after the Licensor is aware of such Requirements, give the Licensee such shorter notice in writing as may be required to enable the Licensor to comply with the Requirements.





- (d) Where termination by the Licensor in accordance with Clause 7.5.3(a) or Clause 7.5.4(b) takes place, the Licensor shall pay the Licensee a compensation sum calculated based on the Agreed Declared Value of the Licensee's Capex Works less depreciation on such Agreed Declared Value amortised on a straight line basis across the entire Licence Period. Such compensation sum shall be subject to set off against any sums payable by the Licensee to the Licensor under this Licence.

For the purposes of this Licence, the **"Agreed Declared Value"** refers to:

- (1) (where the Licensee has complied with Clause 6.2.1(d)) the lower of (i) the Estimated Value of the Licensee's Capex Works as stated in paragraph 9 of Schedule 1 and (ii) Actual Declared Value of the Licensee's Capex Works in accordance with Clause 6.2.1(d);
  - (2) (where Clause 6.2.1(e) applies) the Agreed Declared Value as determined by the Licensor (acting reasonably); and
  - (3) (where Clause 6.2.1(f) applies) the Estimated Value of the Licensee's Capex Works as accepted by the Licensor.
- (e) Where any item which has been agreed between the Licensor and Licensee to be a "non-salvageable item" and included as part of the Licensee's Capex Works, and its value was taken into account for the purposes of the parties' computation of the Agreed Declared Value, in the event that such item is subsequently salvaged by the Licensee, the Licensor shall be entitled to deduct the value of such item from the Agreed Declared Value for the purpose of computing the compensation sum under Clause 7.5.3(d).
- (f) Where this Licence is terminated by the Licensor pursuant to Clause 7.5.3(a) or 7.5.4(b), the Licensee shall not be required to reinstate the Premises but shall remove all signs, moveable items, furniture and belongings from the Premises and shall deliver vacant possession of the Premises in a clean state and in a condition which does not pose any threat to health, safety and the environment. The Licensee shall make good any damage caused to the common area of the Bus Interchange resulting from such removal.
- (g) The Licensor agrees that save for the compensation sum provided by the Licensor under Clause 7.5.3(d) and the Licensor's refund of the Security Deposit in accordance with Clause 6.1.1, the Licensee shall have no further claims against the Licensee arising out of or in connection with the termination of this Licence pursuant to Clauses 7.5.3(a) or 7.5.4(b).
- (h) The provisions of this Clause 7.5.3 shall continue to apply notwithstanding the earlier termination of this Licence.

#### 7.5.4

In the event that the LTA or any other government authority or any third party for whatsoever reason, terminates, suspends, revokes, rescinds, refuse to renew or amends the terms of any lease, license or any other right granted to the Licensor in respect of or related to the Bus Interchange and/or the Premises, the Licensor shall have the right at its sole discretion to: -

- (a) require the Licensee to novate this Licence to any party designated by the Licensor in which case the Licensee shall comply forthwith without delay; or
- (b) determine this Licence by giving written notice to the Licensee within a reasonable period from the government's authorities' notice to the



Licensor and such termination shall be without prejudice to the rights of either Party in respect of antecedent breaches of the other Party. In such event, Clauses 7.5.3(d), 7.5.3(e), 7.5.3(f) and 7.5.3(g) shall apply accordingly.

- 7.5.5 (a) The Licensee shall be entitled to terminate this Licence by giving the Licensor no less than six (6) months' written notice upon the occurrence of either of the following conditions:
- (i) the business principal of the goods and/or services from which the Licensee had obtained the rights to sell the goods and/or provide the services which was being retailed at the Premises is insolvent (as determined in accordance with the laws of insolvency in the court where the business principal is established or incorporated); or
  - (ii) the Licensee loses the distributorship or franchise rights to sell the goods and/or provide the services which are being retailed at the Premises where the loss of distributorship or franchise was not due to either the non-performance or breach by the Licensee of the distributorship or franchise agreement.

In the event that the Licensee requests to assign this Licence to a replacement licensee instead of exercising the Licensee's right to terminate this Licence, such request for assignment shall be subject to the Licensor's approval (such approval not to be unreasonable withheld).

- (b) The Licensee may elect to shorten the six (6) written months' notice period by paying an amount equivalent to the Base Licence Fee and Service Charge for the unfulfilled notice period, capped at six (6) months' Base Licence Fee and Service Charge. The six (6) months' written notice period or such shorter notice period applicable pursuant to this Clause shall hereinafter be known to as the "**Applicable Notice Period**".
- (c) The Licensee shall pay a compensation sum equivalent to the Security Deposit to the Licensor for the termination of this Licence by the Licensee pursuant to Clause 7.5.5(a) by the expiry of the Applicable Notice Period. The Licensor shall be entitled to apply the entire Security Deposit towards the payment of such compensation sum on the expiry of the Applicable Notice Period and any shortfall shall be payable by the Licensee on or prior to the expiry of the Applicable Notice Period. The termination of this Licence and the payment of the compensation sum shall not affect any outstanding amounts owing by the Licensee to the Licensor under this Licence.
- (d) Upon the termination of this Licence pursuant to Clause 7.5.5(a), the Licensee must reinstate the Premises and yield up the Premises in accordance with Clause 6.12 on the expiry of the Applicable Notice Period. For the avoidance of doubt, the Licensee must make good all damage caused to the Premises or the Bus Interchange resulting from such reinstatement and yielding up.
- (e) Upon the expiry of the Applicable Notice Period, the Licence Period shall absolutely cease and determine but without prejudice to the rights and remedies of either Party against the other Party in respect of any antecedent breach of this Licence by the other Party. The provisions of this Clause 7.5.5 shall continue to apply notwithstanding the earlier termination of this Licence.



ENTIRE AGREEMENT	7.6	This Licence and the letter of offer specified in paragraph 11 of Schedule 1 set out the entire agreement and understanding between the parties and shall supersede all prior oral or written communications representations or agreements in relation to the subject matter of this Licence.
HOLDING OVER	7.7	In the event that the Licensee fails to remove the Kiosk and reinstate the Premises in accordance with Clause 6.12 to the Licensor's satisfaction upon expiry or earlier determination of the Licence Period, the Licensee shall be liable to pay double the amount of the Licence Fee from the day following the expiry or earlier determination of the Licence Period until such time when the Kiosk have been removed from the Premises and the Premises has been reinstated to its original state and condition to the Licensor's satisfaction, without prejudice to any other right or remedy the Licensor has against the Licensee under this Licence or at law.
COSTS AND EXPENSES	7.8	The Licensee shall pay the legal fees or administration charges charged by the Licensor and expenses (including taxation) incurred in any amendment of this Licence required by the Licensee and/or any addendum to this Licence and/or any ancillary documents to this Licence required or requested for by the Licensee, and in connection with any surrender or other termination thereof otherwise than by effluxion of time or with any claim or legal proceedings which may be brought by the Licensor against the Licensee in enforcing any of its rights under this Licence.
VARIATION	7.9	<p>(a) No variation of this Licence (or of any of the documents referred to in this Licence) shall be valid unless it is in writing and signed by or on behalf of each of the parties to it. The expression "variation" shall include any amendment, supplement, deletion or replacement however effected.</p> <p>(b) Unless expressly agreed, no variation shall constitute a general waiver of any provisions of this Licence, nor shall it affect any rights, obligations or liabilities under or pursuant to this Licence which have already accrued up to the date of variation, and the rights and obligations of the parties under or pursuant to this Licence shall remain in full force and effect, except and only to the extent that they are so varied.</p>
WAIVERS/ RIGHTS & REMEDIES	7.10	<p>(a) No failure or delay by the Licensor in exercising any right or remedy provided by law under or pursuant to this Licence shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy.</p> <p>(b) The rights and remedies of the Licensor under or pursuant to this Licence are cumulative, may be exercised as often as it considers appropriate and are in addition to its rights and remedies under general law.</p>
SEVERABILITY	7.11	If any provision of this Licence is held to be invalid or unenforceable, then such provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in this Licence but without invalidating any of the remaining provisions of this Licence.
COUNTERPARTS	7.12	This Licence may be executed by the parties in any number of counterparts, each of which is an original but all of which together constitute one and the same instrument.
NOTICES	7.13	(a) Any notice or other communication to be given by one Party to the other Party, or in connection with, this Licence shall be in writing and



signed by or on behalf of the party giving it. It shall be served by delivering it by hand, by email or sending it by pre-paid post, to the address set out in Clause 7.13(b), and in each case marked for the attention of the relevant party as set out in paragraph 12 of Schedule 1 (or as otherwise notified from time to time in accordance with the provisions of this Clause). Any notice so served by hand, email or post shall be deemed to have been duly given:

- (i) in the case of delivery by hand, when delivered;
  - (ii) in the case of email, at the time of transmission;
  - (iii) in the case of post, on the second business day after the date of posting (if sent by local mail) and on the seventh business day after the date of posting (if sent by air mail), provided that in each case where delivery by hand or by email occurs after 5 p.m. on a business day or on a day which is not a business day, service shall be deemed to occur at 9 a.m. on the next following business day.
- (b) A party may notify the other party to this Licence of a change to its name, relevant addressee, address or email address for the purposes of this Clause 7.13, provided that, such notice shall only be effective on:
- (i) the date specified in the notice as the date on which the change is to take place; or
  - (ii) if no date is specified or the date specified is less than five (5) business days after the date on which notice is given, the date following five (5) business days after notice of any change has been given.
- (c) In proving such service it shall be sufficient to prove that the envelope containing such notice was properly addressed and delivered either to the address shown on it or into the custody of the postal authorities as a pre-paid recorded delivery, special delivery or registered post letter, after obtaining in person or by telephone appropriate evidence of the capacity of the addressee to receive the same, as the case may be.

CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 7.14

A person who is not a party to this Licence shall not have any rights under the Contracts (Rights of Third Parties) Act 2001 to enforce any of the terms of this Licence.

GOVERNING LAW AND JURISDICTION 7.15

- (a) This Licence and the relationship between the parties shall be governed by, and interpreted in accordance with, the laws of Singapore.
- (b) In respect of any legal action or proceedings arising out of or in connection with this Licence, the parties irrevocably submit to the non-exclusive jurisdiction of the courts of Singapore.

CIVIL EMERGENCY EXERCISES 7.16

The Licensee shall cooperate fully in all civil emergency exercises conducted by the Licensor or the LTA or any other statutory body or relevant authority at the Bus Interchange. The Licensee agrees that the Licensor shall not be liable to the Licensee nor shall the Licensee have any claim against the Licensor in respect of any damage, loss (including loss of revenue or profit) or injury resulting from any such exercises



CHANGE OF ADDRESS OR SHAREHOLDING AND CHANGE OR REORGANISATION OF THE LICENSEE'S BUSINESS	7.17	<p>(a) The Licensee shall advise the Licensor in writing of any change in the address or registered office, as the case may be, of the Licensee and if the Licensee is incorporated as a company, not to effect any substantial change in the shareholding of the Licensee without the Licensor's prior written consent. For purposes of this sub-Clause, the transfer of legal or beneficial ownership of more than fifty per cent (50%) of the shares of a company whether to one or more persons, shall be deemed to be a substantial change in the shareholding of the company.</p> <p>(b) During the Licence Period, the Licensee shall not effect any change in the mode of business or any form of reorganization including amalgamation or merger with or takeover by another company or firm without the Licensor's prior written consent.</p> <p>(c) Where the Licensee is registered as a partnership, a change in one or more partners shall be considered a change or reorganisation of the Licensee's business.</p>
CLAUSE HEADINGS	7.18	Clause headings are for ease of reference only and do not affect the construction of this Licence.
INCONSISTENCIES	7.19	In the event of any inconsistency between the terms of the Licensor's Letter of Offer for the Premises and this Licence, the Parties agree that the terms of this Licence shall prevail.
CONFIDENTIALITY	7.20	<p>The terms of this Licence shall be kept confidential and neither Party shall at any time disclose or permit to be disclosed the terms or any matter in relation to this Licence, except with the prior written consent of the other Party. Notwithstanding the foregoing, each Party shall be allowed to disclose any information related to this Licence:</p> <p>(a) as may be required by present and future laws, legislation, subsidiary legislation, statutes, orders, directions, by-laws, codes, rules (including rules of any relevant stock exchange), regulations and notices and requirements of any relevant governmental, quasi-governmental, statutory, regulatory, administrative or supervisory body ("<b>Authority</b>"); or</p> <p>(b) which is required in connection with any arbitral or judicial proceedings or any legal process issued by any court or any Authority.</p>
INTERPRETATION	7.21	<p>In this Licence, unless there is something in the subject or context inconsistent therewith:</p> <p>(a) words importing the singular or plural number shall be deemed to include the plural or singular number respectively;</p> <p>(b) words importing the masculine gender only shall include the feminine or neuter gender and vice versa as the case may be;</p> <p>(c) where two or more persons are included in the term "the Licensee" all covenants conditions and stipulations shall be binding on them jointly and severally and shall also be binding on their executors, administrators, and permitted assigns respectively jointly and severally;</p> <p>(d) words importing a person import also a firm or company;</p> <p>(e) common area shall mean those area, facilities of and in the Bus Interchange which are not licensed or intended to be licensed by the Licensor to the Licensee or to any other licensee and which are now or hereafter provided by the Licensor for the common use of licensees of</p>

Premises in the Bus Interchange and their respective agents, customers, employees, invitees and licensees in common with the Licensor and all other persons having the like right to use the same, from time to time provided prescribed or made available by the Licensor.

- (f) any reference in this Licence to a statute shall include, and shall be deemed to be, a reference to such statute and to the regulations made pursuant thereto, and all amendments made thereto (including changes to section numbers referenced herein) and in force from time to time, and to any statute or regulation that may be passed that has the effect of supplementing or replacing the statute so referred to or the regulations made pursuant thereto, and any reference to an order, ruling or decision shall be deemed to be a reference to such order, ruling or decision as the same may be varied, amended, modified, supplemented or replaced from time to time.

SPECIMEN



**IN WITNESS WHEREOF** the parties hereto have set their respective hands the day and year first above written.

SIGNED BY )  
 )  
for and on behalf of the **LICENSOR** )  
in the presence of :- )

\_\_\_\_\_ \*b

**Authorised Signature and Company Stamp**

**Name:** \_\_\_\_\_ \*a

**Designation:** \_\_\_\_\_ \*d

\_\_\_\_\_ \*e

Witness

**Name:** \_\_\_\_\_ \*f

SIGNED BY )  
 )  
for and on behalf of the **LICENSEE** )  
in the presence of :- )

\_\_\_\_\_ \*b

**Authorised Signature and Company Stamp**

**Name:** \_\_\_\_\_ \*a

**Identity Card / Passport No.:** \_\_\_\_\_ \*c

**Designation:** \_\_\_\_\_ \*d

\_\_\_\_\_ \*e

Witness

**Name:** \_\_\_\_\_ \*f

**NOTE:**

- \*a Please insert name of signatory.
- \*b Authorised signatory to sign and insert Company Stamp (if applicable).
- \*c Please insert identification details if Licensee is a sole proprietor.
- \*d For Company/Firm, please insert designation of signatory (eg. Managing Partner/Director etc).
- \*e Witness to sign (should be above 21 years old).
- \*f Please insert witness' name and identification details.



**SCHEDULE 1**

1. Licensee : [●] (Company Registration Number: [●]), a company incorporated in Singapore and having its registered office at [●].
2. Premises : All that portion estimated to contain:  
  
An area of approximately [●] square metres located at <●> of <●> ("Area"), which said portion is more particularly delineated and edged red on the plan at Annex 1.  
  
Until the Area of the Premises is determined by measurement by the registered surveyor appointed by the Licensor at its own costs and expenses (the "Surveyor") in accordance with paragraph 17 of this Schedule 1, the Area shall be the Estimated Floor Area and upon the determination of the Area of the Premises by the Surveyor (whose certificate of the Area shall be accepted by the Licensor and Licensee as final and conclusive) all references to the Area in this Licence shall refer to the Agreed Floor Area. Any changes to the Licence Fees payable due to alterations in the Area shall be in accordance with paragraph 17 of this Schedule 1.
3. Kiosk : A construction of such design as approved by the Licensor.
4. Licence Period : [●] months
5. Term Commencement Date : [●] or commencement date of business, whichever is earlier.
6. Licence Fee
- 6(a) Base Licence Fee : S\$ [●] per month.
- 6(b) Service Charge : S\$ [●] per month.
- 6(c) Additional Licence Fee : [●]% of monthly gross sales ("GTO") generated by the Licensee in addition to the Licence Fee shall be paid by the Licensee to the Licensor.
- 6(d) Payment of Base Licence Fee and Service Charge : The Base Licence Fee and Service Charge shall be paid monthly from the Term Commencement Date and thereafter in advance on the 15<sup>th</sup> day of each month without any deductions setoff, abatement or demand. Payment shall be made by way of General Interbank Recurring Order or by Banker's standing order to the Licensor's bank account.  
  
Goods and Services Tax is payable on the Base Licence Fee and Service Charge.  
  
The Base Licence Fee and Service Charge shall be adjusted in accordance with paragraph 2 of this Schedule 1 based on S\$[●] per square metre per month.
- 6(e) Payment of Additional Licence Fee : The Additional Licence Fee shall be paid monthly from the Term Commencement Date and shall be payable on the fifteenth (15<sup>th</sup>) day of the following month without any deductions, setoff, abatement or demand.
- (a) Where the Licensee is subscribed to or integrated with the Bus Interchange's POS System, the Licensor shall retrieve from the POS System the Licensee's previous month's GTO by the 7<sup>th</sup> day of the following month.
- (b) Where the Licensee is neither subscribed to nor integrated with the Bus Interchange's POS System, the Licensee shall submit to the



Licensor, by the 7<sup>th</sup> day of the following month, a statement of the Licensee's monthly GTO certified by the Director or the Chief Financial Officer or any other person duly authorized by the Licensee and agreed by the Licensor ("**GTO Statement**"). The GTO Statement is to be furnished on a monthly basis on or before the 7th day of each of the following month and on the last day of the Licence Period (the "**GTO Submission Date**").

- (c) In the event that the GTO Statement is not submitted by the Licensee by the GTO Submission Date, the Licensee's GTO for that month shall be taken by the Licensor to be the monthly projected sales amount as stated in the Merchandising Plan annexed to the Letter of Offer (the "**Projected Sales Amount**"). Until such time that the Licensee submits the GTO Statement, the Licensee shall pay the Additional Licence fee with reference to the Projected Sales Amount.
- (d) In the event the GTO Statement provided by the Licensee to the Licensor or the information retrieved from the Licensee's POS System is misleading, inaccurate, untrue or false or contain inaccurate, misleading, untrue or false statements or facts which results in an untrue calculation of the Additional Licence Fee, notwithstanding any other rights that the Licensor shall have in law, the Licensee shall pay the Licensor the difference between the actual Additional Licence fee and the Additional Licence Fee paid to the Licensor together with interest at the rate of 1% per month on the actual Additional Licence Fee calculated from the time the Additional Licence Fee for the relevant month was payable by the Licensee to the date of payment of the difference of the Additional Licence Fee. Without prejudice to the foregoing, where the GTO Statement or data retrieved from the POS System for any period differs from the Yearly Accounts (Clause 6.18) provided by the Licensee, the Yearly Accounts (Clause 6.18) shall take precedence and the amount of Additional Licensee Fee payable by the Licensee shall be adjusted accordingly and the difference must promptly be paid by the Licensee or to the Licensee (as the case may be).

7. Security Deposit : S\$ [●] in cash / comprising of S\$ <●> in cash and S\$ <●> by way of a bank guarantee issued by a reputable financial institution in Singapore.
8. Date Of Possession : [●] or within seven (7) days upon Licensor's notification to take possession, whichever is later
9. Fitting Out Period The Estimated Value of the Licensee's Capex Works is S\$<●> **OR** The Estimated Value of the Licensee's Capex Works shall be provided and agreed to with the Licensor prior to the Licensee commencing Fitting Out Works.
- (a) A Fitting Out Period (as described in Clause 6.2.1 of this Licence) of (up to a maximum of) four (4) weeks with effect from the Date of Possession.
- (b) The Licensee shall submit all plans for the Fitting-Out Works for the Licensor's approval no later than six (6) weeks prior to the Term Commencement Date.



(c) All approved Fitting-Out Works shall be carried out by at the Licensee's costs and expenses in such manner as may be required by the Licensor and in accordance with the provisions of Licensee's Fitting-Out Manual.

10. Fitting-Out/Reinstatement Deposit : S\$ [●]

11. Letter of Offer : Letter of offer dated [●] issued by the Licensor.

12. Notices : **The Licensor**

Address: 2 Tanjong Katong Road  
#08-01 Tower 3  
Paya Lebar Quarter  
Singapore 437161

For the attention of: Judy Wee (Ms)  
Department: Properties  
Email: judy.wee@stellarlifestyle.com.sg

**The Licensee**

Address: XXXXXXXX  
XXXXXXXX  
Singapore XXXXXX

Email address: abc@abc.com.sg  
For the attention of: Tan (Mr)

13. Permitted Use : The Licensee shall only use the Premises for the retail of items as under the name and style of "ABC" as stated in the merchandising plan as attached in Appendix 1 of the Letter of Offer approved by the Licensor.

14. Minimum Business Hours : The Licensee shall keep his business in full operation every day for at least eight (8) hours during the business hours of between 05:00 hours to 23:59 hours.

15. Electricity Deposit : S\$ [●]

16. Specifications :  
Bus Interchange / Unit No. : [●] / [●]  
Area : [●] square metres  
Electrical Loading : 60 amp 3 phase  
Aircon Cooling Capacity : [●] KW  
Exhaust Ventilation : [●] CMH

17. Alterations to the Area of the Premises : (1) The Licensor shall arrange for the Surveyor to survey the Area of the Premises. The Licensor shall provide the Licensee with a copy of the certificate from the Surveyor certifying the Surveyor's final determination of the Area of the Premises prior



to the Date of Possession (or such later date as the Parties may agree). The Area of the Premises as stated in the Surveyor's certificate shall herein be called the "**Surveyed Floor Area**". The determination of the Surveyed Floor Area by the Surveyor shall be final, conclusive and binding upon the Parties. Notwithstanding any provisions to the contrary in this Licence, if the Area as described in paragraph 2 of Schedule 1 is equal to or less than 300 square feet, then the Parties agree that this paragraph 17 of Schedule 1 shall not apply and the Area as stated in paragraph 2 of Schedule 1 shall be the Agreed Floor Area and shall be final and binding upon the Parties.

- (2) Upon determination of the Surveyed Floor Area by the Surveyor, the Base Licence Fee, Service Charge and Security Deposit (collectively, the "**Initial Sum**") and all other amounts which are affected by Area shall be adjusted with effect from the Term Commencement Date, subject always to the following provisions:
- (a) Where the Surveyed Floor Area is more than the Estimated Floor Area by 5% or less, the Initial Sum and all other amounts affected by Area shall be calculated based on the Surveyed Floor Area;
  - (b) Where the Surveyed Floor Area exceeds the Estimated Floor Area by more than 5%, the Initial Sum and all other amounts affected by Area shall be calculated based on a floor area which is equivalent to 105% of the Estimated Floor Area;
  - (c) Where the Surveyed Floor Area is less than the Estimated Floor Area, the Initial Sum and all other amounts affected by Area shall be calculated based on the Surveyed Floor Area.
  - (d) In addition and without prejudice to any provisions in this Licence, where the Surveyed Floor Area is less than the Estimated Floor Area by more than 10%, either Party may terminate this Licence without liability by giving written notice ("**Termination Notice**") to the other Party within one (1) month after the Licensor has provided the Surveyor's certificate to the Licensee. Upon receipt of the Termination Notice, the Licence Period will be terminated and the following provisions shall apply:
    - (i) if, on the date of the Termination Notice, the Licensee has not yet taken possession of the Premises, this Licence shall be deemed null and void from the beginning with the intent that each of the Licensor and Licensee shall be put in the same respective position as if this Licence was not entered into. In this connection:
      - (I) the Licensee shall not be required to reinstate the Premises as the Licensee has not taken possession of the Premises;
      - (II) the Licensor shall refund all monies paid by the



Licensee to the Licensor pursuant to this Licence without interest (including the Initial Sum and other deposits but excluding stamp duties and legal fees (if any)).

(ii) if, on the date of the Termination Notice, the Licensee has taken possession of the Premises and:

(I) this Licence is terminated pursuant to a Termination Notice given by the Licensor to the Licensee, then this Licence shall be deemed null and void from the beginning with the intent that the Licensee shall be put in the same position as if this Licence was not entered into. In this connection:

(1) the Licensee shall not be required to reinstate the Premises and shall promptly deliver possession of the Premises to the Licensor;

(2) the Licensor shall refund all monies paid by the Licensee to the Licensor pursuant to this Licence without interest (including the Initial Sum and other deposits but excluding stamp duties and legal fees (if any)); and

(3) the Licensor shall pay a compensation sum equivalent to the amount actually incurred by the Licensee for the Licensee's Capex Works prior and up to the date of the Licensor's Termination Notice, as evidenced by invoices provided by the Licensee to the Licensor for verification and validation. In the event that the Licensor and the Licensee are not able to agree on the amount of the aforesaid compensation sum, either Party may escalate the matter to the SMC to resolve the disagreement and if the matter is escalated to SMC, both Parties must attend mediation session(s) and comply with the resolutions of SMC.

(II) this Licence is terminated pursuant to a Termination Notice given by the Licensee to the Licensor, then the Licensee must promptly reinstate the Premises in accordance with Clause 6.12 and deliver possession of the Premises to the Licensor properly reinstated in accordance with the provisions of this Licence and notwithstanding the lead-in to this paragraph 17(2)(d) of Schedule 1, this Licence shall only be deemed terminated on the date of such delivery of possession of the Premises by the Licensee to the Licensor, without prejudice to the rights and remedies of either Party



against the other Party in respect of any antecedent breach of this Licence by the other Party. For the avoidance of doubt, all provisions of this Licence shall continue to apply and be binding on the Licensor and the Licensee until the date of the deemed termination of this Licence.

Save as provided in this paragraph 17(2)(d) of Schedule 1, the Licensor and the Licensee shall not be liable to the other Party for any loss, damage, cost, expense or compensation in connection with the termination under this paragraph 17(2)(d) of Schedule 1.

(e) Where neither Party exercises the right to terminate this Licence under paragraph 17(2)(d) of Schedule 1, the Initial Sum and all other amounts affected by Area shall be adjusted downwards based on the Surveyed Floor Area in accordance with paragraph 17(2)(c) of Schedule 1.

(3) The Licensor and the Licensee hereby agree that the Area which shall be used for the purpose of calculating the Initial Sum and all other amounts affected by Area payable by the Licensee under this Licence pursuant to paragraphs 2 and 17 of Schedule 1 shall herein be called the "**Agreed Floor Area**".

(4) Any underpayment in the Initial Sum and all other amounts under this Licence payable by the Licensee affected by Area shall be paid by the Licensee to the Licensor, free of interest, within two (2) months of the Licensee's receipt of the Surveyor's certificate. Any overpayment in the Initial Sum and all other amounts payable by the Licensee affected by Area shall be applied by the Licensor towards any monies payable by the Licensee for the Licence Fee for the balance Licence Period after the Licensee's receipt of the Surveyor's certificate.

18. Special Conditions : <<INSERT>>



**SCHEDULE 2****RULES AND REGULATIONS OF BUS INTERCHANGE**

1. The Licensor shall from time to time specify the operational hours of the Bus Interchange (hereinafter called the "operational hours").
2. The Licensor shall be entitled to close off, lock-off or otherwise control all entrances and access to the Bus Interchange, and the common area or any part thereof and to prevent and prohibit any person (including the Licensee) from entering or remaining therein after the operational hours.
3. The Licensee shall only conduct, be, or remain open for business at or during the operational hours and within the approved designated area only. Touting, in any form, is not allowed in the Bus Interchange.
4. The Licensee shall be allowed entry to the Bus Interchange after the operational hours only if prior notification has been given to the Bus Interchange official and entry is subject to the clearance of proper identification papers produced by the Licensee or its agent, employee or representatives to the satisfaction of the Licensor's authorised representative.
5. Notwithstanding anything herein contained, the Licensor may at its discretion close off or lock all entrances and/or access to the Bus Interchange, common area or any part thereof in the event of any emergencies.
6. The Licensee shall not enter into the prohibited and/or restricted areas which are only accessible to persons authorised by the Licensor (including but not limited to the staff and/or live areas and substations).
7. The Licensee shall not enter into the areas in the Bus Interchange in which payment of any fees is required prior to entry nor into any of the vehicles in the Bus Interchange unless and until payment of the amount and in the mode and manner required by the Licensor or any other statutory body and/or prescribed by the rules and regulations herein or any other rules and regulations prescribed by the Licensor or any other statutory body, has been made and the proper ticket, receipt or acknowledgement issued to the Licensee.
8. The Licensee shall ensure that his employees, suppliers, contractors, and agents shall not smoke or carry a lighted pipe, cigar, cigarette in any lift, vehicle, paid area or any part of the common area of the Bus Interchange where the same is prohibited by notices posted by the Licensor or if prohibited by any unauthorised representative or employee of the Licensor or any other statutory body.
9. The Licensee shall ensure that the Licensee's contractors shall not carry out hot works, paintings (use of oil-based paint), use of hazardous material (such as thinner and turpentine exceeding 01 litre, kerosene, diesel) and fastening work using explosive power tools without the written approval from Licensor.
10. The Licensee, its employees, agents, suppliers and contractors shall not use the Bus Interchange's escalator for the transportation of goods, material, or paints.
11. The Licensee shall not obstruct any component of the fire detection/protection system such as smoke or heat detectors, sprinklers and call points.
12. The Licensee shall not store any goods in the switchroom(s).
13. The Licensee shall not remove any fitting from the Bus Interchange such as sprinkler head, valves, mains switchboard (MSB), metal or fibre plate, speakers, smoke or heat detectors without the written approval from the Licensor.



14. The Licensee shall not by means of any machine provided by the Licensor in the Bus Interchange change any coin or any currency note except for the sole purpose of purchasing a ticket from the Licensor or any other statutory body in the Bus Interchange.
15. Lost property in or upon part of the Bus Interchange shall be handed over by the Licensee to a duly authorised official or representative of the Licensor at the Bus Interchange and no other person other than an official of the Licensor shall remove from any part of the Bus Interchange any property lost or left behind therein, except for the purpose of handing over the same to the duly authorised official or representative of the Licensor.
16. The Licensee shall not in any way obstruct or permit the obstruction of any walkways, pavements, entrances, passages, courts, corridors, serviceways, vestibules, halls, roads, docks, stairways, elevators, hoists, escalators, fire or escape door or other parts of the common area or Bus Interchange or any appurtenances or conveniences thereto.
17. The Licensee shall not in any way cover or obstruct any lights, sky-lights, windows or other means of illumination of the common area or of the Bus Interchange generally.
18. The Licensee shall not throw or permit to be thrown, dropped or fall any articles or substance whatsoever from or out of the Premises, the common area or the Bus Interchange or any part thereof and shall not place upon any sill, ledge or other like part of the Premises, the common area or Bus Interchange any articles or substance.
19. The Licensee will keep clean and free from dirt and rubbish such parts of the common area or Bus Interchange or any public footpath or way as immediately adjoining to the Premises. Rubbish or unwanted items shall be discarded at the designated rubbish bins or carts immediately. The Licensee shall ensure that all employees, agents, representatives of the Licensee don luminous safety vest and use designated footpaths when walking within the bus park of the Bus Interchange.
20. The Licensee will use its best endeavours to protect and keep safe the Premises and any property contained therein from theft or robbery and shall keep all doors, windows and other openings closed and securely fastened on all occasions when the Premises are not in use or occupied and the Licensor reserves the right by its agents and caretaker, employees, servants and/or workmen to enter and fasten the same if left insecurely fastened.
21. The Licensor will provide keys for locks on doors or other openings of the Premises and the Licensee will return to the Licensor on the determination of the Licence all such keys and shall not permit the same at any time to come into the possession or control of any person other than the Licensee, its servants or agents.
22. No rubbish or waste shall at any time be burnt upon the Premises, the common area, or Bus Interchange.
23. All blinds, shades, awnings, window ventilators and other similar fittings and fixtures installed by the Licensee with the consent of the Licensor in or upon the Premises and visible from outside the Premises shall conform to the reasonable requirements and standards of the Licensor as to design, quality and appearance.
24. Before any machinery, safe or furniture is moved into or out of the Premises, due notice must be given to the Licensor by the Licensee and the moving of the same must be done under the supervision of a person nominated by the Licensor and only at a time approved by the Licensor.
25. The Licensee shall advise the Licensor of the private address of the Licensee or if the Licensee shall be a corporation, of the manager thereof, or if there shall be more than one Licensee of any two of them. The Licensor shall promptly be informed of any changes in any such address.
26. The Licensee shall not display or place or permit or suffer to be displayed or placed in or against any part of the Premises any cartons or boxes which may be visible from the exterior of the Premises or the Bus Interchange.



27. Written confirmation (signed by the Licensee) shall be given to the Licensor on the handing over of the shop electrical distribution board complete with internal protection plate/shield that the Licensee shall be responsible for ensuring that such protection shield/plate shall not be removed at any time.
28. No further extension or alteration is to be carried out on the electrical installation or fire detection/protection within the Premises once the drawings are approved by the Licensor and the installation tested by an approved tester.
29. Any alteration or extension carried on the electrical installation without prior written approval of the Licensor shall be deemed to be illegal and shall be removed at the Licensee's expense.
30. The Licensee shall engage qualified licensed electrical workers to carry out periodic checks on the electrical installation and fire detection/protection systems in the Premises, at frequencies in compliance with statutory requirements.
31. The Licensee shall at all times observe and adhere to all rules and regulations of the Singapore Civil Defence Force (SCDF) as they are applicable.
32. The Licensee shall:
  - a. submit a list of supplier including company address, contact number, delivery vehicle number and contact number of delivery staff;
  - b. ensure that apart from delivery of goods to the Kiosk, no other activities such as washing of delivery vehicle, temporary parking for meal, repairing of vehicle are carried out within the Bus Interchange. The delivery vehicles must not be left unattended at all times;
  - c. ensure that loading and unloading of goods is completed within 15 minutes;
  - d. limit to one delivery vehicle at any one time;
  - e. ensure that the delivery vehicle is parked at the designated lot at the Bus Interchange as assigned by the authorised staff of the Bus Interchange (the "**Authorised Staff**");
  - f. ensure that delivery of goods is restricted from 10 am to 4 pm daily;
  - g. allow the Authorised Staff and security officer to randomly inspect the delivery vehicle within the Bus Interchange premises for security purposes;
  - h. ensure that delivery vehicle comply with the speed limit of 15 km/h and other safety traffic rules within the Bus Interchange;
  - i. immediately report to the Authorised Staff for any accident within the Bus Interchange;
  - j. comply with SMRT Buses' decision to stop any delivery vehicle from entering the Bus Interchange; and
  - k. promptly seek clarification from the Authorised Staff on any other matters.





33. For premises operating food and beverage businesses, the Licensee is required to:
- ensure the Premises, kitchen and all articles contained therein including floor tiles, grease filters, kitchen hoods/ exhaust system(s), supply/ return grilles, kitchen equipment and flooring are clean and free from dirt and oil by regular washing in accordance with the Licensor's requirements and instructions, in particular, shall clean all infrastructures (e.g. shutters, roof, and fans) on a weekly basis and mop the dining and kitchen areas, and all tables and chairs on a daily basis;
  - install, maintain and replace strainers to all floor traps and food wastes in the Premises; and
  - install an appropriate portable grease interceptor required by the Licensor and approved by the relevant authorities at every basin and engage National Environment Agency (NEA) approved specialist to dispose of the collected oil.

34. The Licensee is required to abide by the following maintenance requirements:

No	Element	Maintenance Activities
1.	Ceiling	<p>Inspections and Rectification</p> <p>Monthly:</p> <ul style="list-style-type: none"> <li>Check ceiling for loosened parts, warps, stains, etc.</li> </ul> <p>Quarterly:</p> <ul style="list-style-type: none"> <li>Check concrete elements for cracks, spalling, stains, etc.</li> </ul> <p>Half-yearly:</p> <ul style="list-style-type: none"> <li>Check suspension for looseness, fastening, rusty hangers, cracked fixing points, etc.</li> <li>Check paintwork for peeling, contaminants, etc.</li> </ul> <p>Repairs</p> <p>As and when required:</p> <ul style="list-style-type: none"> <li>Repair and replace all false and suspended ceilings including suspensions, tees and protective coatings</li> <li>Adjust alignment of and re-set boards</li> <li>Remove stains and repaint boards</li> </ul>
2.	Floor	<p>Inspections and Rectification</p> <p>Twice weekly and after rain:</p> <ul style="list-style-type: none"> <li>Check scupper drains, weepholes, aprons for cracks, sunken, chokes, etc.</li> </ul> <p>Fortnightly:</p> <ul style="list-style-type: none"> <li>Check service trenches for ponding, sunken, etc.</li> </ul> <p>Monthly:</p> <ul style="list-style-type: none"> <li>Check protective coating cleanliness</li> <li>Check timber elements for splits, rot, etc.</li> <li>Check joints for defects</li> <li>Check finishes for looseness, cracks, etc.</li> </ul> <p>Quarterly:</p> <ul style="list-style-type: none"> <li>Check concrete for cracks, spalling, etc.</li> <li>Check protective coating for peeling, scratches, etc.</li> </ul> <p>Repairs</p> <p>As and when required:</p> <ul style="list-style-type: none"> <li>Repair and replace all damaged floors, including finishes, joints and protective coatings Clear and flush/clean drains, sumps, pits, and service trenches</li> </ul> <p>Yearly:</p> <ul style="list-style-type: none"> <li>Clean, polish and wax tiled (except toilets, stores and canteen) and timber floor finishes</li> </ul>

No	Element	Maintenance Activities
3.	Wall and Partition	<p>Inspections and Rectification Monthly:</p> <ul style="list-style-type: none"> <li>• Check finishes for looseness, cracks, delamination, dampness, etc.</li> </ul> <p>Quarterly:</p> <ul style="list-style-type: none"> <li>• Check brick and dry wall partitions for cracks, defective joints, leaks, etc.</li> <li>• Check paintwork for peeling, contaminants, etc.</li> </ul> <p>Repairs As and when required:</p> <ul style="list-style-type: none"> <li>• Repair and replace all damaged internal walls and partitions including finishes</li> <li>• Touch up and repaint defective and/or stained paintwork</li> </ul>
4.	Doors and Windows	<p>Inspections and Rectification Fortnightly:</p> <ul style="list-style-type: none"> <li>• Check doors (including glass doors) and windows for defects, warping, broken glass, looseness, damaged ironmongeries (such as locks, hinges and door closers), jamming, etc.</li> <li>• Check shutter, gate and grille doors for rust, jamming, rough movement, alignment, defective gear/track and hinges, etc.</li> <li>• Check louvers for defects, missing elements, need for oiling, etc.</li> <li>• Check glass for broken pieces, chips, cracks, loose fitting, etc.</li> <li>• Check grilles for defects, missing elements, etc.</li> <li>• Check ironmongery for looseness, missing elements, need for oiling, etc.</li> </ul> <p>Repairs As and when required:</p> <ul style="list-style-type: none"> <li>• Repair and replace all damaged doors and windows, including grilles, ironmongeries, rails, finishes, etc.</li> <li>• Service and replace parts, oil and restore doors, etc. to working condition</li> <li>• Service and repair floor springs and accessories</li> <li>• Adjust, repair, reset, realign blinds, etc.</li> </ul>
5.	Plumbing and Sanitary Services	<p>Inspections and Rectification Weekly:</p> <ul style="list-style-type: none"> <li>• Check gate valve operation to ensure serviceable condition and no jamming</li> </ul> <p>Fortnightly:</p> <ul style="list-style-type: none"> <li>• Check basin, sink and associated fittings for dirt, stains, chokes, broken or missing parts, looseness, etc.</li> <li>• Check floor trap, gully and associated fittings for choke, leaks, etc.</li> </ul> <p>Monthly:</p> <ul style="list-style-type: none"> <li>• Check piping system (above ground) for rust, damage, missing brackets, etc.</li> <li>• Check sluice valve, air valves, stop cocks and associated fittings operation to ensure serviceable condition and no jam</li> <li>• Check pits for rubbish and choke</li> </ul> <p>Repairs As and when required:</p>

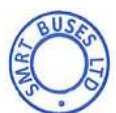
No	Element	Maintenance Activities
		<ul style="list-style-type: none"> <li>Regular disposal of greasy waste in grease interceptors, traps, divertors, ejectors and similar nature of facilities, as required by relevant authorities</li> </ul>
6.	Split Type Air-Conditioning	<p>Pre-use inspection</p> <p>Monthly:</p> <ul style="list-style-type: none"> <li>General inspection, including mounting spring for abnormal noise and vibration</li> <li>Lubricate fan and motor bearings</li> <li>Check and clean condensate drip tray and flush drain pipe</li> <li>Inspect and clean air filters</li> <li>Check, wash and comb all dented fins of coils</li> <li>Check and clean electrical contacts and tighten all screws</li> <li>Check all anti-vibration isolators for deteriorate</li> <li>Clean, wire brush, touch up and paint all rusty parts</li> <li>Inspect and adjust thermostat, safety cut outs and other automatic control</li> <li>Check for excessive noise and vibration of condensate pump</li> </ul> <p>Quarterly:</p> <ul style="list-style-type: none"> <li>Check all pipe insulation for deterioration and damage</li> <li>Clean all condenser fans and coils</li> <li>Check for corrosion, air leakage and worn insulation.</li> <li>Tighten loose screws</li> </ul> <p>Half-Yearly:</p> <ul style="list-style-type: none"> <li>Clean evaporator coils with chemical and thorough rinse the residual chemical thereafter</li> </ul> <p>Any other maintenance requirements as recommended by the equipment manufacturer</p>
7.	Mechanical Ventilation Fans	<p>Pre-use inspection</p> <p>Monthly:</p> <ul style="list-style-type: none"> <li>General inspection, including mounting spring for abnormal noise and vibration</li> <li>Lubricate all fan and motor bearings</li> <li>Check and clean electrical contact and tighten all screws</li> <li>Check motor voltage and current consumption</li> <li>Check all anti-vibration isolators for deterioration</li> <li>Clean, touch up and paint all rusty parts</li> </ul> <p>Any other maintenance requirements as recommended by the equipment manufacturer</p>
8.	Fire extinguishers	<ul style="list-style-type: none"> <li>Regular weekly, monthly and yearly maintenance activities to comply with SS 578 Section 4 on "Inspection, maintenance and recharging"</li> <li>Additional maintenance activities in accordance with manufacturer's recommendations</li> </ul>
9.	Main Switchboard, Sub-Boards, Distribution Boards, Cables and Auxiliary Equipment	<p>Monthly:</p> <ul style="list-style-type: none"> <li>Record the incoming &amp; outgoing voltage of incoming breakers and all outgoing breakers for outgoing breakers with voltmeters.</li> <li>Record the incoming &amp; outgoing current of incoming and all outgoing breakers for outgoing breakers with ammeters.</li> </ul>

No	Element	Maintenance Activities
		<ul style="list-style-type: none"> <li>• Check the operations and performance of all the incoming and outgoing breakers.</li> <li>• Check the following for all distribution boards:               <ul style="list-style-type: none"> <li>- Signs of corrosion.</li> <li>- Unusual smell &amp; noise.</li> <li>- Blown indicating lamps, faulty instruments, fuses and other faulty small parts.</li> </ul> </li> </ul> <p>Yearly:</p> <ul style="list-style-type: none"> <li>• Preparation for renewal of annual licensing by EMA.</li> <li>• Scan operating temperature and signs of overheating.</li> <li>• De-energise switchboards, sub-boards by LEW and vacuum clean all cubicles and compartments.</li> <li>• Check and tighten all cable terminations to required torque.</li> <li>• Conduct megger test and record insulation results for all cables.</li> <li>• Check and replace all faulty indicating lights.</li> <li>• Check operations and performance of all ACBs, MCCBs, MCBs &amp; RCCBs.</li> </ul>
10.	Luminaires	<p>Fortnightly:</p> <ul style="list-style-type: none"> <li>• Check all external / internal light fittings, control panels and accessories shall be checked for lamp outage, faulty components, flickering, etc.</li> <li>• Check and rectify all unusual noise, smell and vibration.</li> </ul> <p>Half – Yearly:</p> <ul style="list-style-type: none"> <li>• Clean all light fittings / control panels</li> </ul> <p>Yearly:</p> <ul style="list-style-type: none"> <li>• Check the mounting and support of all external / internal light fittings to ensure safety and integrity</li> <li>• Check all emergency / EXIT light fittings provided with self-contained emergency battery pack for satisfactory operation of the battery pack.</li> </ul>

**SCHEDULE 3**

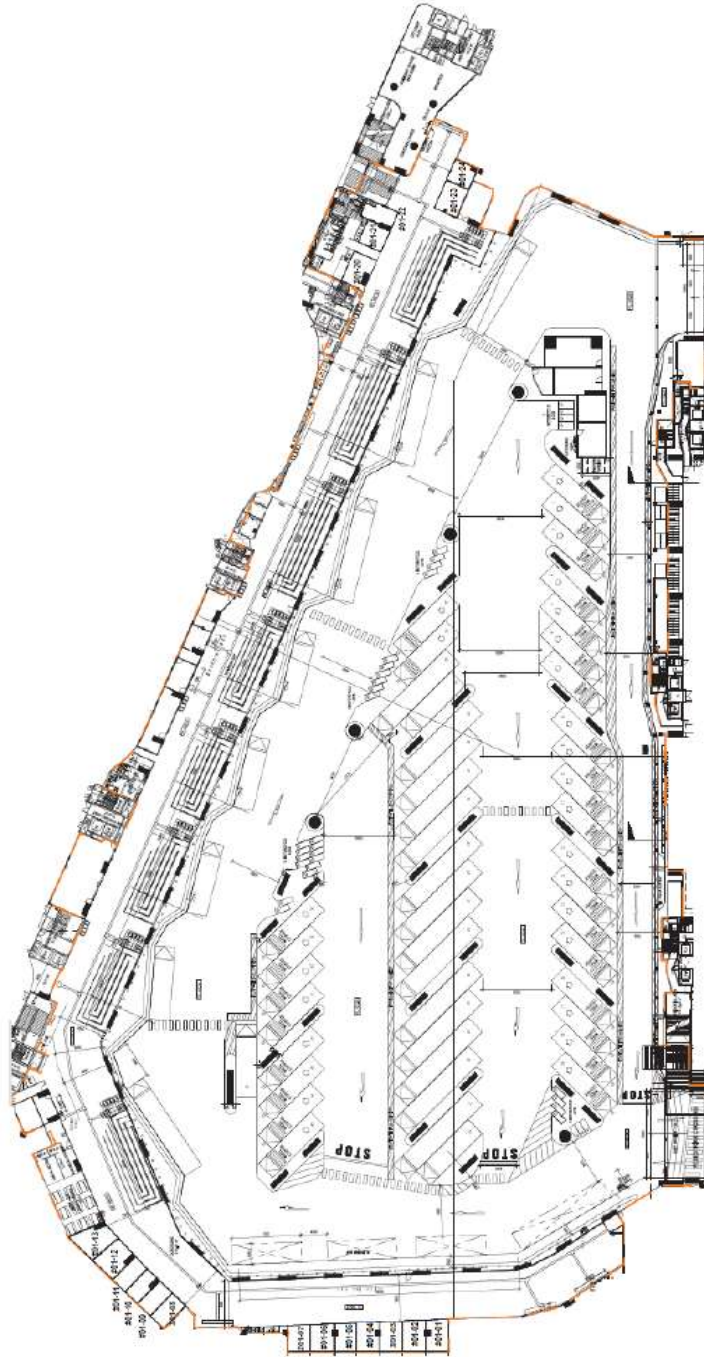
**OTHER SPECIAL TERMS AND CONDITIONS**

SPECIMEN



**ANNEX 1**

**(Floor Plan and Area - Subject to Changes)**



**YISHUN BUS INTERCHANGE  
(Floor Plan and Area Subject to changes)**

\* Note: Floor plan is subject to changes



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