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SPECIMEN

THIS LEASE AGREEMENT (the “**Lease**”) is made on the _____ day
of _____ 202

► To use when Tenant is a Private Limited Company ◀

Between **SMRT TRAINS LTD** (Company Registration Number: 198702333K), a company incorporated in Singapore and having its registered office at 2 Tanjong Katong Road, #08-01, Tower 3, Paya Lebar Quarter, Singapore 437161 (“the **Landlord**” which expression where applicable includes its successors and assigns) and **<NAME OF COMPANY>** (Company Registration Number: **<NUMBER>**), a company incorporated in Singapore and having its registered office at **<Address>** (“the **Tenant**”).

► To use when Tenant is a Sole Proprietor/Partnership ◀

Between **SMRT TRAINS LTD** (Company Registration Number: 198702333K), a public limited company incorporated in Singapore and having its registered office at 2 Tanjong Katong Road, #08-01, Tower 3, Paya Lebar Quarter, Singapore 437161 (“the **Landlord**” which expression where applicable includes its successors and assigns) and **<NAME OF TENANT>** (NRIC No.: **<NUMBER>**) trading as a partnership/sole proprietor under the name of “**<NAME OF BUSINESS>**” (Business Registration Number: **<NUMBER>**), a business incorporated in Singapore and having its principal place of business at **<Address>** (“the **Tenant**”).

IT IS AGREED AS FOLLOWS:

- PREMISES 1. In consideration of the Tenant paying Rent and subject to the covenants in this Lease, the Landlord lets and the Tenant takes all of the property described in paragraphs 1 and 2 of Schedule 1 (the “**Premises**”), as delineated and coloured red on the plan in Schedule 2, for the Term of this Lease.
- The Premises are let to the Tenant but reserving to the Landlord and all others entitled thereto the free and uninterrupted use of all pipes, electric, wires, drains and air-conditioning ducting or flues in through under or above the Premises.
- AREA 2.1 The Area of the Premises is described in paragraph 1 of Schedule 1. The Parties agree that:
- (a) before the Area of the Premises is determined by the Surveyor, the Area shall be known as the **Estimated Floor Area**; and
- (b) upon determination of the Area of the Premises by the Surveyor all references to the Area in this Lease shall be known as the **Agreed Floor Area**.
- ALTERATIONS TO THE AREA 2.2.1 The Landlord shall at the Landlord’s costs and expenses, appoint a registered surveyor (the “**Surveyor**”) to survey the Area of the Premises. The Landlord shall provide the Tenant with a copy of the Surveyor’s certificate certifying the Surveyor’s final determination of the Area of the Premises prior to the Date of Possession. The Area of the Premises as stated in the Surveyor’s certificate shall be known as 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 Lease, if the Area as described in paragraph 1 of Schedule 1 is equal to or less than 300 square feet, then the Parties agree that this Clause 2.2.1 shall not apply and the Area as stated

in paragraph 1 of Schedule 1 shall be the Agreed Floor Area and shall be final and binding upon the Parties.

2.2.2 Upon determination of the Surveyed Floor Area by the Surveyor, the Base Rent, 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 Lease, where the Surveyed Floor Area is less than the Estimated Floor Area by more than 10%, either Party may terminate this Lease without liability by giving written notice ("**Termination Notice**") to the other Party within one (1) month after the Landlord has provided the Surveyor's certificate to the Tenant. Upon receipt of the Termination Notice, the Term will be terminated and the following provisions shall apply:
 - (i) if, on the date of the Termination Notice, the Tenant has not yet taken possession of the Premises, this Lease shall be deemed null and void from the beginning with the intent that each of the Landlord and the Tenant shall be put in the same respective position as if this Lease was not entered into. In this connection:
 - (I) the Tenant shall not be required to reinstate the Premises as the Tenant has not taken possession of the Premises; and
 - (II) the Landlord shall refund all monies paid by the Tenant to the Landlord pursuant to this Lease 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 Tenant has taken possession of the Premises and:
 - (I) this Lease is terminated pursuant to a Termination Notice given by the Landlord to the Tenant, then this Lease shall be deemed null and void from the beginning with the intent that the Tenant shall be put in the same position as if this Lease was not entered into. In this connection:

- (1) the Tenant shall not be required to reinstate the Premises and shall promptly deliver possession of the Premises to the Landlord;
- (2) the Landlord shall refund all monies paid by the Tenant to the Landlord pursuant to this Lease without interest (including the Initial Sum and other deposits but excluding stamp duties and legal fees (if any)); and
- (3) the Landlord shall pay a compensation sum equivalent to the amount actually incurred by the Tenant for the Tenant's Capex Works (as defined in Clause 5.5(b)) prior and up to the date of the Landlord's Termination Notice, as evidenced by invoices provided by the Tenant to the Landlord for verification and validation. In the event that the Landlord and the Tenant are not able to agree on the amount of the aforesaid 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 SMC.

(II) this Lease is terminated pursuant to a Termination Notice given by the Tenant to the Landlord, then the Tenant must promptly reinstate the Premises in accordance with Clause 8.51 and deliver possession of the Premises to the Landlord properly reinstated in accordance with the provisions of this Lease and notwithstanding the lead-in to this Clause 2.2.2(d), this Lease shall only be deemed terminated on the date of such delivery of possession of the Premises by the Tenant to the Landlord, without prejudice to the rights and remedies of either Party against the other Party in respect of any antecedent breach of this Lease by the other Party. For the avoidance of doubt, all the provisions of this Lease shall continue to apply and be binding on the Landlord and the Tenant until the date of the deemed termination of this Lease.

Save as provided in this Clause 2.2.2(d), the Landlord and the Tenant will not be liable to the other Party for any loss, damage, cost, expense or compensation in connection with the termination under this Clause 2.2.2(d).

- (e) Where neither the Landlord nor the Tenant exercises the right to terminate this Lease under Clause 2.2.2(d), the Initial Sum and all other amounts payable by the Tenant affected by Area shall be calculated based on the Surveyed Floor Area in accordance with Clause 2.2.2(c).

2.2.3 The Landlord and Tenant 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 Tenant under this Lease pursuant to this Clause 2.2.2 shall herein be called the “**Agreed Floor Area**”.

2.2.4 Any underpayment of the Initial Sum and all other amounts payable by the Tenant affected by Area under this Lease determined by reference to the Agreed Floor Area shall be paid by the Tenant to the Landlord, free of interest, within two (2) months of the Tenant’s receipt of the Surveyor’s certificate. Any overpayment of the Initial Sum and all other amounts payable by the Tenant affected by Area shall be applied by the Landlord towards any monies payable by the Tenant for the Rent for the balance Term after the Tenant’s receipt of the Surveyor’s certificate.

TERM

3. This Lease shall be for the term specified in paragraph 3 of Schedule 1 (the “**Term**”).

RENT AND SERVICE CHARGE

4. The Tenant shall pay to the Landlord:-

- (a) a monthly base rent (the “**Base Rent**”) as set out in paragraph 5(a) of Schedule 1;
- (b) the monthly service charge as set out in paragraph 5(b) of Schedule 1 (the “**Service Charge**”) for the use of the common area of the Station and the Tenant’s contribution towards all Outgoings as set out in Schedule 3; and
- (c) any additional monthly rent (the “**Additional Rent**”) as provided in paragraph 5(c) of Schedule 1.

The Base Rent, Service Charge and Additional Rent (the “**Rent**”) and any monies owing by the Tenant to the Landlord under this Lease shall be payable by General Interbank Recurring Order (“**GIRO**”) or by a banker’s standing order to the Landlord’s bank account unless otherwise agreed to by the Landlord (i) on the dates and in the manner set out in paragraphs 5(d) and 5(e) of Schedule 1 (as applicable); 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). PROVIDED ALWAYS THAT in the event of any change in Service Charge, the Base Rent and Service Charge payable shall not exceed the amounts set out in paragraphs 5(a) and 5(b) of Schedule 1.

5. FITTING OUT

FITTING OUT PERIOD

- 5.1 (a) The Tenant shall take possession of the Premises on the date specified in paragraph 6 of Schedule 1 (the “**Date of Possession**”).
- (b) The Tenant shall be deemed to have taken possession of the Premises on the Date of Possession regardless of whether the Tenant has actually done so. The Landlord shall not be liable for any delay on the part of the Tenant in taking possession of the Premises.
- (c) The Tenant shall be given a rent-free Fitting Out Period specified in paragraph 9(a) of Schedule 1 (the “**Fitting-Out**”).

Period) from the Date of Possession to carry out the fitting out works. The Rent will be charged from the expiry of the Fitting Out Period, regardless of whether the Tenant has commenced business, or from the commencement date of business, whichever is earlier unless otherwise stated.

FITTING-OUT WORKS

- 5.2
- (a) The Tenant shall carry out fitting-out works (the "**Fitting-Out Works**") in the Premises and shall obtain all necessary approvals and licences (if any) from the relevant authorities at its own expenses.
 - (b) The Premises will be handed over to the Tenant in its "as is, where is" condition.
 - (c) In carrying out the Fitting-Out Works, the Tenant shall comply with the requirements and abide by the terms set out herein and the Tenants' Fitting-Out Manual.
 - (d) Before commencing Fitting-Out Works, the Tenant shall effect a comprehensive all risks insurance policy and public liability policy covering the period from the date of commencement of the Fitting-Out Period to the date of the completion of the Fitting-Out Works for such amounts not exceeding S\$3,000,000 and with such insurers and named insured as the Landlord shall require.
 - (e) Any delay in carrying out or completing of the Fitting-Out Works shall not be a ground for postponing the Term Commencement Date or the payment of Rent and other monies reserved by this Lease, or relieve the Tenant in any way from performance and observance of the obligations, covenants, conditions and provisions on the Tenant's part to be performed and observed.

FITTING-OUT DEPOSIT

- 5.3
- Prior to commencement of Fitting-Out Works, the Tenant shall pay the amount specified in paragraph 9(b) of Schedule 1 (the "**Fitting-Out Deposit**") as security for the due performance of the following:
- (a) to make good to the Landlord's satisfaction all damage to the Premises and the Station resulting from the execution of the Fitting-Out Works;
 - (b) to remove all waste materials and debris immediately upon completion of the Fitting-Out Works. The Landlord may at its sole discretion arrange for the removal of the same at the Tenant's costs and expenses; and
 - (c) to comply with the requirements and abide by the terms set out in this Lease and the Tenants' Fitting-Out Manual.

Upon the completion of the Fitting-Out Works, the Fitting-Out Deposit (or part thereof following deductions by the Landlord for costs and expenses incurred by the Landlord arising from the aforementioned obligations) shall continue to be held by the Landlord as the Tenant's Reinstatement Deposit in accordance with Clause 5.4.

REINSTATEMENT DEPOSIT

- 5.4
- The Reinstatement Deposit is held by the Landlord as security for costs and expenses incurred by the Landlord in carrying out any reinstatement to the Premises in accordance with Clause 8.51. The

Reinstatement Deposit will be refunded to the Tenant only upon the expiration of the Term, free of interest less any amounts forfeited in accordance with the terms set out in this Lease.

ACTUAL
DECLARED VALUE
OF THE TENANT'S
CAPEX WORKS

- 5.5
- (a) The Tenant shall declare to the Landlord the actual value of the Tenant's Capex Works ("**Actual Declared Value**") in writing within three (3) months after completion of the Tenant's Capex Works together with copies of all third-party invoices for verification and validation by the Landlord.
 - (b) The "**Tenant's Capex Works**" refers to:
 - (i) capital expenditure works (including external design fees but excluding salvageable items) carried out by the Tenant on the Premises during the Fitting Out Period or at the time of renewal in order to repair, improve, upgrade or refresh the Premises; and
 - (ii) excludes any capital expenditure works carried out or initiated by the Tenant in its sole discretion during the Term if such works are not agreed to by the Landlord for the purpose of computing the Actual Declared Value.
 - (c) In the event that the Tenant fails and/or refuses to declare to the Landlord the Actual Declared Value and/or submit copies of the relevant invoices within three (3) months after completion of the Tenant's Capex Works in accordance with Clause 5.5(a), the Landlord (acting reasonably) shall be entitled to determine the Agreed Declared Value, having regard to the the estimated value of the Tenant's Capex Works as stated in paragraph 9(c) of Schedule 1 ("**Estimated Value of the Tenant's Capex Works**") (where applicable). The Landlord shall notify the Tenant in writing of its determination of the Agreed Declared Value and the determination of the Agreed Declared Value by the Landlord (acting reasonably) shall be accepted by the Parties as being the Agreed Declared Value.
 - (d) Without affecting Clause 5.5(c) above, in the event that the Landlord accepts the Estimated Value of the Tenant's Capex Works as stated in paragraph 9(c) of Schedule 1 as the Agreed Declared Value, the Landlord shall notify the Tenant in writing of its acceptance of the Estimated Value of the Tenant's Capex Works as the Agreed Declared Value and the requirements of Clause 5.5(a) above shall be waived, and references to "Agreed Declared Value" in this Lease shall refer to the Estimated Value of the Tenant's Capex Works as accepted by the Landlord.

TAXES AND
IMPOSITIONS

- 6.1
- The Tenant shall pay:-
- (a) all taxes, duties, assessments or impositions including, but not limited to any goods and services tax, value added tax or such other consumption tax, by whatever name called which may be leviable or levied or imposed under any statutory provision or enactment (the "**Taxes**") on or in respect of the Rent and all other monies due and payable under this Lease;
 - (b) such monies which are required to be paid under the provisions of this Lease and/or under any statutory provision or enactment including Taxes levied or imposed on all the services supplied (whether by the Landlord or otherwise) to the Premises or in respect thereof (or, if not levied or imposed

separately in respect of the Premises, then a proportionate part of such taxes or impositions) and any increases thereon;

irrespective of whether such Taxes are levied or imposed during the Term or after the expiry or earlier determination of the Term or retrospectively.

The Rent and other sums expressed to be payable by the Tenant under this Lease shall be exclusive of any applicable Taxes which from time to time may be imposed or charged by any government statutory or tax authority on or calculated by reference to the amount of the Rent and any other sums received or receivable by the Landlord under this Lease and the Tenant shall pay all such Taxes in the manner and within the period prescribed in accordance with the applicable laws and regulations.

If the Landlord (or any person on its behalf) is required by law to make any deduction or withholding or to make any payment, on account of any such Taxes, from or calculated by reference to the amount of any sum received or receivable by the Landlord under this Lease:-

- (a) the Tenant shall pay all such Taxes on receipt of written notice from the Landlord, such payment to be made (if the liability to pay is imposed on the Tenant) for its own account or (if that liability is imposed on the Landlord) on behalf of and in the name of the Landlord and without prejudice to the foregoing, if the law requires the Landlord to collect and to account for such taxes, the Tenant shall pay such taxes to the Landlord on receipt of written notice from the Landlord; and
- (b) the sum payable by the Tenant in respect of which the relevant deduction, withholding or payment is required on account of such taxes, shall be increased to the extent necessary to ensure that after the relevant deduction, withholding or payment, the Landlord receives on due date and retains (free from any liability in respect of any such deduction, withholding or payment) a net sum equal to what it would have received and so retained had no such deduction, withholding or payment been made.

ELECTRICITY
CHARGE

6.2

- (a) The Tenant shall regardless of whether the Tenant is operating its business pay the Landlord for the monthly consumption of electrical energy (kWh) inclusive of prevailing taxes for lighting, air-con and power outlets used for the Premises and maintain a separate deposit with the Landlord for this purpose. The electricity deposit payable shall be the amount specified in paragraph 8 of Schedule 1 and shall be refunded (without interest) upon the expiration of the Term or earlier determination of the Lease.
- (b) The Landlord shall charge the Tenant for the Tenant's consumption of kWh of energy based on prevailing low tension tariffs charged to the Landlord by SP Services Ltd. The Tenant shall ensure that all appliances, fittings and devices used in the Premises can be powered by the 240V single phase voltage supplied in the Mass Rapid Transit System (the "**System**").
- (c) The Landlord 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 Landlord shall not be responsible for any losses arising in connection with or related to such disconnection.

- (d) If a dispute arises at any time during the Term as to the accuracy of the energy consumption recorded, the Landlord (or the Tenant if so required by the Landlord) shall arrange to verify the accuracy of the meter readings. If the variance is not more than + 2.5%, the Party which disputes the accuracy shall bear the costs of such test.
- (e) For the purposes of this Clause, the Tenant agrees that the Landlord shall read the energy meter every month or as often as the Landlord deems necessary. The Tenant also agrees that the billing under this Clause shall be based on the actual meter reading for the month when the meter was read.
- (f) If the variance exceeds + 2.5%, the Landlord shall be entitled to adjust and revise its bills in respect of the period when the trend of consumption reflects the inaccuracy. The amount of the revised bill shall be conclusive and binding on the Tenant.
- (g) The Tenant 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.
- (h) Where the Landlord is not on the en-bloc contestability scheme, the Tenant shall inform the Landlord of its chosen open electricity market retailer and shall bear all costs and expenses incurred.
- (i) If the Tenant 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.

COMPLIANCE WITH 7.
THE LANDLORD'S
OBLIGATIONS

The Tenant shall perform and observe all the terms, covenants, conditions and stipulations to be performed and observed by the Landlord regarding the Station and/or the Premises as imposed by the Land Transport Authority of Singapore ("**LTA**") and/or the President of the Republic of Singapore and his successors in office ("**the Lessor**") together with such variations, amendments or modifications thereto as may be required by LTA and/or the Lessor by virtue of any existing written agreement, lease, laws, by-laws, rules or regulations, as the Landlord may from time to time give notice thereof to the Tenant (the "**Landlord's Obligations**"). The Tenant shall not cause or do or suffer to be done any act or thing which may as between the Landlord and LTA and/or the Lessor constitute or cause a breach by the Landlord of any of the Landlord's Obligations. The Tenant shall do or permit to be done any act or thing to comply with or to prevent a breach of the Landlord's Obligations, with no liability on the part of the Lessor, LTA and/or the Landlord for any inconvenience, loss, damage, costs, expense or compensation whatsoever in the event that the Lessor, LTA, and/or the Landlord or their respective servants or authorised agents with or without workmen tools and equipment should enter

upon the Premises to do any act or thing which the Lessor, LTA, and/or the Landlord is entitled to do by virtue of any existing written lease, laws, by-laws, rules or regulations.

8. TENANT'S COVENANTS

The Tenant agrees with the Landlord as follows:-

SECURITY
DEPOSIT

- 8.1 (a) The Tenant shall furnish on or before the execution of this Lease and to maintain throughout the Term a sum equivalent to three (3) months' of the highest Rent payable in the Term and in such form as stated in paragraph 7 of Schedule 1 (the "**Security Deposit**"), as security deposit for the due observance and performance by the Tenant of each and every terms, covenants, conditions and stipulations set out in this Lease (the "**Tenant's Obligations**").
- (b) The Tenant's provision of the Security Deposit shall not be deemed to be or treated as payment of Base Rent by the Tenant. If the Tenant fails to perform and observe any of the Tenant's Obligations, then such part of the Security Deposit as shall be necessary to remedy such failure to perform or observe shall be forfeited by the Landlord and applied thereto (without prejudice to the Landlord's right of action against the Tenant to the extent that the Security Deposit shall be insufficient for such purpose). The Tenant shall not be entitled to deduct or set off any or all of the Security Deposit from any Rent or payments due hereunder.
- (c) If any amount shall be forfeited by the Landlord from the Security Deposit in accordance herewith, the Tenant shall within seven (7) days after the date of the Landlord's written demand furnish as further Security Deposit the amount so forfeited.
- (d) If the Tenant duly performs and observes the Tenant's Obligations as herein contained from the Term Commencement Date up to and including the date of expiration of the Term, the Landlord shall after such expiration repay the Security Deposit to the Tenant free of interest and less any amounts forfeited in accordance with the terms of this Lease within thirty (30) days after the Tenant had duly delivered to the Landlord vacant possession of the Premises.
- (e) In the event the Rent shall be increased in accordance with the provisions of this Lease, the Security Deposit shall be increased by an amount corresponding to the difference between the aggregate of three (3) months' Rent payable immediately after such increase and the amount of the Security Deposit held by the Landlord immediately prior to such increase. Such amount shall be furnished to the Landlord in the same proportion of cash and amount secured by a bank guarantee issued by a reputable financial institution in Singapore, as stated in paragraph 7 of Schedule 1.
- (f) Until the relevant statutory declarations, annual audited sales reports, or GTO Statements (where applicable) have been submitted to the Landlord and all payments due under

this Lease, including but not limited to the Rent, electricity charges and late payment interest have been made in full, the Security Deposit shall not be refunded to the Tenant.

INCREASE IN
PROPERTY TAX

8.2 During the Term, the Tenant shall pay any increase in property tax or other imposition of a like nature by whatever name called whether by way of an increase in the rate of tax or imposition or an increase in the annual value not being the first increase in the annual value brought about by erection and construction of the Station, and to pay any imposition (including surcharge on property tax) by whatever name called which may hereafter be levied on the Premises. In the event of the Premises not being separately assessed but the Station being assessed as a whole then, for the purpose of ascertaining the additional or other amount payable by the Tenant under this Clause any such increase in property tax or outgoing shall be apportioned and the Tenant shall pay such proportion thereof as the floor area of the Premises bears to the total floor area of the Station let out to other tenants excluding any floor area occupied by the Landlord.

CHARGES FOR
AMENITIES

8.3 The Tenant shall pay or reimburse the Landlord for all charges including any taxes now or in the future imposed in respect of water, gas, electricity and any other services (the "Amenities") supplied and metered separately to the Premises and charged by SP Services Ltd, the Landlord or other appropriate authority to the Tenant. If the Amenities are not being supplied and metered separately to the Premises, the Tenant shall pay to the Landlord a proportionate part of the costs thereof. In the event of an increase in charges by SP Services Ltd, the Landlord or other appropriate authority responsible for the supply of the Amenities supplied and used in the Station, the Tenant shall pay to the Landlord a proportionate part of such increased costs. Notwithstanding anything herein to the contrary, the Landlord shall not be responsible or liable to the Tenant in any manner in the event of any breakdown in the supply of the Amenities to the Premises. Any costs incurred with respect to the Amenities supplied to the Premises which is calculated by the Landlord and notified to the Tenant in writing pursuant to this Clause, shall be accepted by the Tenant as final and conclusive as to the amount thereof.

INSTALLATION OF
CIRCUIT BREAKER

8.4 The Tenant shall install and maintain in good working condition at the Tenant's costs and expenses a circuit breaker to the Tenant's electricity/power supply and if the Tenant fails for whatever reason to install or maintain the same, then the Landlord may do so and the costs of installation and/or maintenance shall be a debt due from the Tenant to the Landlord and be recoverable as such.

ALARM SYSTEM

8.5 The Tenant shall not affix or caused to be affixed any alarm systems, doorbells, hidden cameras or any other security devices in or around the Premises without obtaining the prior written consent of the Landlord.

FIRE-PROTECTION
SYSTEM

8.6 The Tenant will comply with insurance, sprinkler and/or the alarm regulations imposed by the Landlord and ensure that at all times during the Term there is in the Premises a hand operated fire extinguisher approved by the Landlord. The Tenant shall ensure that the hand operated fire extinguisher has a valid certification. In the event the fire extinguisher has expired and the Landlord issues a written notice but the Tenant fails to rectify within ten (10) days, the Landlord shall have the right to engage a third party to rectify

such faults and the Tenant shall be liable to pay for such rectification.

The Tenant shall maintain the fire protection/fire alarm components/items within the Premises, including but not limited to sub-alarm panel, fire detectors, alarm bells, sprinkler head, sprinkler pipe, flow switch and hose reel.

The Tenant shall provide access and conduct the testing of the fire protection system within the shop unit to facilitate the issuance of the Yearly Fire Certificate, under the Fire Safety Act, for the Station and conducted by LTA and the appointed registered inspector.

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| <u>LIGHTING IN THE PREMISES</u> | 8.7 | The Tenant shall keep the Premises well and sufficiently lighted throughout the minimum business hours as specified in paragraph 10 of Schedule 1. |
| <u>NOT TO OBSTRUCT LIGHT AND VENTILATION</u> | 8.8 | The Tenant shall not cover or obstruct or permit to be covered or obstructed in any manner or by any article or thing (other than blinds approved by the Landlord) the windows, sky-lights, ventilating shafts, air inlets or outlets which reflect or admit light or enable air to flow into or out of the Premises or any part of the Station. |
| <u>PERMITTED USES</u> | 8.9 | <p>(a) The Premises shall be used solely for the permitted uses as stated in the merchandising plan annexed to the Letter of Offer subject to the Tenant obtaining all necessary approvals and licences (if any) from the relevant authorities at the Tenant's own costs and expenses. Copies of all necessary approvals and licenses (if any) shall be given to the Landlord prior to the Term Commencement Date. The Tenant shall not deviate from the permitted use nor permit the Premises to be used for any other purpose without the Landlord's prior written consent.</p> <p>(b) The Tenant shall commence business in the Premises fully fixtured stocked and staffed in accordance with Clause 8.9(a) on the Term Commencement Date. If the Tenant fails to commence business as provided herein for any reason whatsoever, the Landlord, in addition to the remedies herein provided, may terminate this Lease upon not less than fourteen (14) days' written notice to the Tenant.</p> <p>(c) For trades involving sales of cosmetic products or the like which contain flammable substances, only a total amount of 2 litres in safety can(s)/fire cabinet is allowed to be kept in the Premises and only a total amount of not more than 10 litres is permitted for display purposes at any one time.</p> |
| <u>NO STORAGE OF HAZARDOUS MATERIALS</u> | 8.10 | <p>The Tenant shall not:</p> <p>(a) store or bring upon the Premises any goods or things which in the opinion of the Landlord are of an obnoxious, dangerous or hazardous nature or any explosive or combustible substance. If combustible or inflammable materials are stored in the Premises with the Landlord's prior written consent, any increase in the insurance premiums incurred by the Landlord shall be borne by the Tenant.</p> <p>(b) allow or permit or cause to flow out of the Premises to the common area, Station, the System and/or any part thereof,</p> |

any water, fluids, sewerage, drainage, waste or offensive matter.

UNLAWFUL
PURPOSES

8.11 The Tenant shall not (a) use the Premises or any part thereof for any unlawful or immoral purpose; or (b) do or permit to be done any act or thing which may be or become a nuisance to or give cause for reasonable complaint from the tenants and/or occupants of adjoining Premises, of other parts of the Station or of other buildings adjoining the Station.

TOUTING

8.12 The Tenant shall not carry out or allow to be carried out any touting, canvassing, peddling or soliciting for business outside the Premises at any time.

NOT TO CARRY ON
AUCTION SALE

8.13 The Tenant shall not use, permit or suffer the Premises to be used for:-

- (a) auction sale or any sale designated as a fire, bankruptcy or closing down sale or described by reference to any other similar adversity or catastrophe; PROVIDED ALWAYS this prohibition shall not preclude the conduct of genuine periodic, seasonal or promotional sales with the Landlord's prior written consent;
- (b) a store for the sale of second-hand goods, surplus articles, insurance salvage stock or bankruptcy stock; or
- (c) any wholesale business.

SALES
PROMOTION

8.14 The Tenant shall:

- (a) give the Landlord a minimum of three (3) weeks' notice in writing of any advertising or sales promotion, retail operations or event which may in any manner affect the operations of the System and/or the Station.
- (b) participate in promotions and promotional activities as and when reasonably directed by the Landlord, including but not limited to the Tenant accepting and employing all promotion mechanics required by the Landlord such as vouchers and redemption coupons.
- (c) at the Landlord's reasonable request, forthwith enrol, use and/or participate in any and all POS systems as set out in Clause 8.54 or such like systems and/or loyalty program that the Landlord may in its discretion, implement or require.

CLEANING

8.15 The Tenant shall:

- (a) at its own costs and expenses and responsibility, employ or continue to employ cleaning contractors authorised by the Landlord to carry out the cleaning work in the Premises via a separate and independent contractual arrangement between the Tenant and the cleaning contractor.
- (b) allow any person for the time being having the contract for the cleaning of the Station and his or their servants, workmen, employees, agents, contractors, and subcontractors ("**Authorised Representatives**") free ingress and egress to the Premises if necessary for the

purpose of cleaning, maintaining and upkeeping of the common area of the Station.

- (c) not throw or permit to be thrown dirt, rubbish, bags, boxes or waste material or other refuse in any part of the common area or Station and to dispose of the same at the Tenant's own costs and expenses directly into proper rubbish bins or other containers in the designated bin centres provided by the Landlord.
- (d) prior to or on the Term Commencement Date, at its own costs and expenses appoint a cleaning contractor from the Landlord's approved panel of cleaning contractors for the purpose of disposing grease and/or waste from the Premises where the Tenant is operating a Food and Beverage business. The Landlord reserves the right to change the cleaning contractors on the approved panel at any time at its sole discretion.

CLEANING OF DRAINS

8.16 The Tenant shall pay on demand to the Landlord the costs incurred by the Landlord in cleansing or cleaning any drains choked or blocked up owing to reckless or negligent use by the Tenant or its employees, agents, contractors, invitees and/or licensees (the **"Tenant's Authorised Representatives"**).

KEEP IN TENANTABLE REPAIR

8.17 (a) The Tenant shall keep the interior of the Premises and the Landlord's fixtures and fittings therein if any including but without limitation, 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, tenantable, substantial and proper repair and condition (fair wear and tear alone excepted) and to maintain the same at the expense of the Tenant. The Tenant agrees:-

- (i) to be wholly responsible for any damage or injury caused to any other person directly or indirectly through the defective or damaged condition of any part of the interior and/or exterior of the Premises, and to make good the same by payment or otherwise and to indemnify the Landlord against all costs, claims, demands, actions, liabilities and legal proceedings whatsoever made upon the Landlord by any person in respect thereof;
- (ii) to make good to the satisfaction of the Landlord any damage or breakage caused to any part of the Premises, the Station and/or the Landlord's fixtures and fittings, if any by the transportation of the Tenant's goods or as a consequence of any neglect or malicious act or default of the Tenant or the Tenant's Authorised Representatives.

(b) At any time upon the Landlord's written request during the Term of this Lease, the Tenant shall paint, colour and paper the Premises with such materials and to such standards as determined by the Landlord.

NOTICE TO
LANDLORD OF
DAMAGE OR
DEFECTS

8.18 The Tenant shall give to the Landlord prompt notice in writing of any accident or defect or want of repair in any services to or fittings in the Premises and of any circumstances likely to be or cause any danger, risk or hazard to the Premises or the Station or any person therein. Save for where loss was suffered due to the Landlord's gross negligence or wilful default to maintain the Station (if the Landlord owns the whole Station) or such part(s) thereof where the Premises are located (if the Landlord does not own the whole Station), the Landlord shall not be under any liability to the Tenant nor shall the Tenant have any claim against the Landlord nor shall the Tenant be entitled to terminate this Lease by reason of or arising from any power failure or any failure in the operation or maintenance of any lifts, escalators or air-conditioning installed in the Station at any time for any reason whatsoever.

LANDLORD'S
RIGHT OF ENTRY
TO EXAMINE AND
TO REPAIR

8.19 The Tenant shall permit the Landlord, the Lessor and/or LTA and their duly authorised representatives with or without workmen and appliances at all reasonable times to enter upon the Premises to examine the state and condition thereof and to carry out all actions as may be required for any repairs, alterations or improvements to the Premises or any other part of the Station. The Tenant shall allow the Landlord and/or LTA to take all materials into and upon the Premises that may be required to repair, alter or improve the Premises without the same constituting an eviction of the Tenant in whole or in part and the Rent and the other charges reserved shall in no way abate whilst inspections, repairs, alterations or improvement works which the Landlord, the Lessor and/or LTA may consider necessary hereunder are being made, by reason of loss or interruption of business or otherwise. Upon receipt of the Landlord's written notice, the Tenant shall forthwith repair and mend in a proper and workmanlike manner any defects for which the Tenant is liable. If the Tenant fails to proceed with the execution of such repairs or works within forty-eight (48) hours after the service of such notice, the Landlord may enter upon the Premises and execute such repairs or works and the costs therefore shall be borne by the Tenant.

CONDUCT OF
BUSINESS

8.20 The Tenant shall conduct its business in the following manner:-

- (a) not harm the business or reputation of the Landlord or reflect unfavourably on the Station, the Landlord or other tenants in the Station or which may confuse, mislead or deceive the public.
- (b) ensure the Tenant's Authorised Representatives serving the public are properly groomed and attired in uniforms approved by the Landlord when on duty, and they conduct themselves in a proper manner at all times in the Premises or any part of the Station. If any conduct of the Tenant's Authorised Representative within the Premises or any part of the Station is in the Landlord's opinion to be disorderly, undesirable, or detrimental to the interests of the Landlord, the tenants or occupants of the Station, such Tenant's Authorised Representative shall at the request of the Landlord be dismissed from employment with the Tenant.
- (c) appoint a responsible and diligent manager to supervise the business within the Premises and to provide the particulars of the same upon the Landlord's request.

- (d) ensure that there is no disorderly conduct or any conduct which might lead to a breach of any of the Tenant's Obligations in the Premises at all times.
- (e) maintain a high standard of store design, shop display, window display, store upkeep and appearance, quality and presentation or merchandising and sales methods and customer service and at all times carry a stock of merchandise of such quantity, character, quality and price, so as to assure the transaction of a maximum volume of business on the Premises;
- (f) store only such goods on the Premises as are reasonably required for the Tenant's business;
- (g) 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 Landlord or its tenants or the occupants of any adjoining properties. If the Tenant shall breach this Clause, it shall be lawful for the Landlord at anytime thereafter to re-enter the Premises or any part thereof and thereupon this Lease shall absolutely cease and determine but without prejudice to the right of action of the Landlord in respect of unpaid Rent, or any antecedent breach of the Tenant's Obligations herein contained.

PROVIDED ALWAYS THAT if in the opinion of the Landlord the Tenant fails to observe the provisions of these sub-Clauses, the Landlord may serve a written notice on the Tenant to rectify such failure and the Tenant shall do so within seven (7) days of the receipt of such notice failing which the Tenant shall be considered in breach of this Lease.

BUSINESS HOURS
AND TRADING
STANDARDS

8.21

- (a) The Tenant shall at all times during the Term, open and keep the Premises open for business and in full operation in accordance with the minimum business hours stipulated in Paragraph 10 of Schedule 1.
- (b) Upon giving prior written notice to the Landlord, the Tenant shall be permitted to close for business up to fourteen (14) days in a calendar year.

SIGNBOARD

8.22

Subject to obtaining the Landlord's prior written consent, the Tenant shall not affix, paint or exhibit or permit to be affixed, painted or otherwise exhibited to or upon any part or on the exterior of the Premises or in or about any part of the Station any signboard, announcement, placard, poster, advertisement, name-plate, flag, flagstaff or any other notices whatsoever save and except the Tenant's nameplate or signboard of a size form and character as approved by the Landlord. The costs for making such nameplate or signboard shall be borne by the Tenant and placed at a spot determined by the Landlord.

DÉCOR AND
DESIGN

8.23

The Tenant shall ensure that the decor and design of the exterior of the Premises are in accordance with Tenant's Fitting-Out Manual and/or the relevant authorities and not to make any changes to such external parts without the prior written consent of the Landlord.

FRONTAGE

8.24

The Tenant shall not change or in any way vary the frontage of the Premises and the entrance door provided or approved by the

Landlord in accordance with the Tenant's Fitting-Out Manual for access to the Premises and not to install locks, bolts or other fittings to the said entrance door additional to those supplied or approved by the Landlord or in any way to cut or alter the said entrance door without having obtained the Landlord's prior written consent.

LOADING /
UNLOADING
AREAS

8.25 The Tenant shall not allow any loading, unloading, receipt, delivery, transportation, or other movement ("**Transportation**") of goods, wares, articles, merchandise, stock-in-trade, materials or substances ("**Goods**") in the Station or the common area except through and along the entrances, exits, corridors and area in the Station or at such other specifically pre-approved area, as designated in writing by the Landlord and only during such times as the Landlord shall specifically prescribe in writing. Such designated area and times herein mentioned may be revised from time to time by the Landlord in its sole and absolute discretion.

The Tenant shall be responsible for all costs and expenses incurred for the Transportation of the Goods, shall take all necessary precautions to prevent any damage to any parts of the Station, the Premises and the common area during the course of or resulting from such Transportation. The Tenant shall fully indemnify and keep the Landlord indemnified for and against all loss, costs, expenses and/or damages arising out of or in connection with such Transportation of the Goods.

PARKING OF
TRADE VEHICLE

8.26 The Tenant shall only park or stop trade vehicles at loading areas designated by the Landlord (the "**loading area**"). The Tenant 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.

MEDIA EQUIPMENT

8.27 The Tenant shall not use, permit to be used, erect or place any audio or visual devices or equipment in the Premises, or likely to be heard or seen from outside the Premises, without the Landlord's prior written consent. The Landlord shall at any time be entitled to withdraw its consent granted (at its sole discretion), having regard to the interests of the Station as a whole and/or the rights or interests of other tenants, occupiers, or persons lawfully therein. In particular, the Tenant shall not breach any of the permissible noise levels as listed under the Miscellaneous Offences Act (Public Order and Nuisance), Penal Code Entertainments Act and Environment Public Health Act.

ANIMALS AND
PESTS

8.28 The Tenant 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.

INFECTIOUS
DISEASE

8.29 The Tenant shall in the event of any infectious illness occurring in the Premises forthwith notify the Landlord and any competent authority, and shall at the costs and expenses of the Tenant thoroughly fumigate and disinfect the Premises to the satisfaction of the Landlord and any competent authorities and otherwise comply with their lawful requirements with regards to the same.

LITTER

8.30 The Tenant shall keep the Premises and 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 Tenant 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 Tenant shall on demand pay to the Landlord the costs and expenses of making good any damage resulting to the common area caused by the misuse of such facilities by the Tenant or by any of the Tenant's employees or visitors. If the Tenant is in breach of this Clause, the Tenant shall pay the Landlord's costs and expenses for the corresponding clearance of rubbish and trade waste caused by the Tenant's breach.

NO EMISSION OF OFFENSIVE OR USUAL ODOURS OR DISPLAY OF ALTAR

8.31

The Tenant shall not commit any act in, outside or around the Premises or any other part of the Station which cause or permit any odours or smells to be produced or permeate or emanate from the Premises which are in the Landlord's opinion offensive or unusual. The Tenant shall also not set up any altar or display any religious objects, artefacts, or items in any part of the Premises.

USE OF TOILETS, TAPS AND WASH BASINS

8.32

The Tenant shall not use or permit to be used any lavatories, water-closets or washroom accommodation in the Station other than that available from time to time for general public use and shall ensure that they are not damaged or misused by any of the Tenant's servants, agents, visitors and patrons.

FOOD & BEVERAGE TENANTS

8.33.1

SMOKE AND SMELL

In the event that food preparation requires the use of the exhaust system, the Tenant shall at his own costs and expenses erect an exhaust system to be approved by the Landlord and a full height glass partition for the preparation area.

The Tenant shall ensure that smell and smoke from any preparation of food permitted by the Landlord is reduced to a minimum and at its own costs and expenses install and keep in good working condition an effective ventilation system which includes (but is not limited to) a filter system and exhaust hood with such specifications as may be required by the Landlord. The Landlord reserves the right to request the Tenant at its own costs and expenses to modify any existing ventilation system and/or install an additional ventilation system in the event that the smell and smoke exceed a reasonable standard as determined by the Landlord in its sole discretion.

Notwithstanding the above, preparation of food using open fire flame and deep frying including pan-frying or any of such similar methods which may generate strong smell and smoke within the Premises are strictly prohibited.

8.33.2

UNDERTAKING BY THE LANDLORD TO THE URBAN REDEVELOPMENT AUTHORITY

In the event that the Landlord is required to give or has given an undertaking to the Urban Redevelopment Authority (the "URA") to (a) confine the use of the Premises as an eating house within the Area and (b) ensure that the use of the Premises as an eating house does not encroach on any public walkway, the Tenant undertakes and agrees:

- (a) that the Tenant or the Tenant's Authorised Representatives shall at all times, (i) confine the Tenant's business to strictly and solely within the Premises and (ii) ensure that any public walkway in or around the Station is not encroached upon,

failing which without prejudice to any of the other rights and remedies of the Landlord, the Landlord shall have the right to terminate this Lease forthwith without incurring any liability.

- (b) that upon such termination, the Tenant shall have no claim whatsoever against the Landlord for any refund of the Security Deposit which shall be forfeited by the Landlord and such forfeiture shall be without prejudice to any other rights and remedies of the Landlord herein contained.
- (c) to indemnify and keep indemnified the Landlord from and against:
 - (i) all claims, demands, writs, summons, actions, suits, proceedings, judgments, orders, decrees, damages, costs, losses and expenses of any nature whatsoever ("**Claims and Damages**") which the Landlord may suffer or incur or sustain in connection with the failure of the Tenant or the Tenant's Authorised Representatives to, at all times, comply with its undertaking as set out in Clause 8.33.2(a) above.
 - (ii) all Claims and Damages which the Landlord may suffer or incur or sustain in connection with the Tenant or the Tenant's Authorised Representatives causing or resulting (whether directly or indirectly) in anyway, the Landlord's breach of its undertaking to URA as referred to above.

8.33.3 HYGIENE STANDARDS

- (a) The Tenant shall at all times comply and ensure compliance with all relevant laws, regulations, rules, directions, instructions of (a) all relevant authorities; and (b) the Landlord in relation to or in connection with hygiene related matters.
- (b) Subject to (a) above, the Tenant shall also at all times, maintain the industry's best practices and standards in relation to hygiene related matters.
- (c) In the event of a breach of this Clause, the Landlord may carry out inspections every three (3) days and without prejudice to any of its rights and remedies under this Lease, shall have the right to impose an administrative charge of Singapore Dollars Two Hundred and Fifty (S\$250) (the "**Administrative Charge**") for each and every inspection carried out until such breach is rectified. All Administrative Charges imposed under this Lease shall be paid to the Landlord within thirty (30) days from the date of the issue of the Landlord's written notification to the Tenant informing the Tenant of the Administrative Charge payable.
- (d) For the avoidance of any doubt, any breach of a similar nature under this Clause that recurs within three (3) months after it has been rectified by the Tenant 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.

NAME OF THE STATION

- 8.34 Subject to Clause 8.35 hereof, the Tenant shall include the name of the Station or such other name as the Landlord may from time to time assign and inform, in all advertisement and promotional

materials of the Tenant's business, unless the Landlord decides otherwise.

USE OF THE
LANDLORD'S NAME
OR LOGO

8.35 Subject to obtaining the Landlord's prior written consent, the Tenant shall not use the name or logo of "SMRT" or "SMRT TRAINS LTD" or to use any picture or likeness of the Station or of the Premises as a part of the Tenant's name or trade name or branding or marketing materials. If the Tenant's branding or marketing materials includes any picture or likeness of the Station or of the Premises, the Tenant will upon the cessation of the Tenant's business in the Premises take immediate steps to remove such name from the Tenant's name or such picture or likeness of the Station or of the Premises from the Tenant's branding or marketing materials.

PUBLICITY
MATERIALS

8.36 To exhibit on the Premises any poster sign publicity material and/or distribute any brochure leaflet pamphlet and/or material as and when required by the Landlord.

ENCROACHMENT

- 8.37
- (a) The Tenant 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.
 - (b) In the event of a breach of this Clause, the Landlord may carry out inspections and, without prejudice to any of its rights and remedies under this Lease, impose an Administrative Charge for each and every inspection carried out until such breach is rectified.
 - (c) For the avoidance of any doubt, any breach of a similar nature under this Clause that recurs within three (3) months after it has been rectified by the Tenant 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.

LANDLORD'S
CONSENT TO
ALTERATIONS AND
ADDITIONS

8.38 The Tenant shall not make or permit to be made any alterations in or additions to the Premises or to the Landlord's fixtures, fittings (including but not limited to any mechanical, electrical and structural works) and decorations therein if any without having obtained the Landlord's prior written consent, which consent if given shall be on such terms and conditions as the Landlord may in its absolute discretion impose. If such consent is given, the Tenant shall obtain all necessary permissions under any statute, rule, order, regulation, or bye-law applicable thereto and shall carry out such alterations or additions with such materials and in such manner and at such times as shall be designated by the Landlord. Upon the determination of the Term (unless otherwise requested by the Landlord, made at least one (1) month before the determination of the Term), the Tenant shall remove all such alterations or additions to the Premises as determined by the Landlord at its absolute discretion whether constructed by the Tenant or by any previous tenants so as to restore the Premises to its original state and condition. The Tenant shall be responsible for all costs and expenses in obtaining all necessary permissions, and/or the removal of the alterations or additions.

CHANGE OR
REORGANISATION
OF TENANT'S

8.39 (a) During the Term, the Tenant 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 Landlord's prior written consent.

BUSINESS OR
SHAREHOLDING

- (b) Where the Tenant is incorporated as a company, the Tenant shall not effect any substantial change in its shareholding without the Landlord'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.
- (c) Where the Tenant is registered as a partnership, a change in one or more partners shall be considered a change or reorganisation of the Tenant's business.
- (d) Where the Tenant is a sole proprietor, the Tenant shall not convert to a partnership or company without first obtaining the Landlord's prior written consent.

CHANGE OF
ADDRESS

8.40 The Tenant shall inform the Landlord in writing of any change in the address or registered office, as the case may be, of the Tenant.

YEARLY
ACCOUNTS

8.41 (a) Where applicable, the Tenant shall submit to the Landlord 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 Lease a statutory declaration by the Sole Proprietor, Partners, Director or Certified Public Accountant of the Tenant declaring the accuracy of the submission of the Tenant's annual GTO.

(b) Where the Tenant is subscribed to or integrated with the Station's POS System and where Additional Rent is payable by the Tenant, the Landlord may request for an annual audited sales report to be submitted by the Tenant 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 Lease, the costs of such annual audited sales report shall be borne equally by the Landlord and the Tenant.

(c) Where the Tenant is neither subscribed to nor integrated with the Station's POS System and where Additional Rent is payable by the Tenant, the Tenant shall submit to the Landlord 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 earlier determination of this Lease an annual audited sales report at the Tenant's cost certified by a Certified Public Accountant approved by the Landlord.

(d) With respect to (a), (b) and (c) above, if 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 cover 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 Lease ends on a day other than the end of the calendar year then the last annual audited sales report shall cover the period from the first day of that calendar year up to the day of the expiration or sooner determination of this Lease

(e) The Security Deposit shall be refunded to the Tenant only upon the full submission of complete and relevant statutory declaration and/or annual audited sales report in respect of the

Premises. The Landlord reserves the right to retain a Certified Public Accountant to examine the books and records of the Tenant and to prepare such audited sales report (which statement shall be accepted by the Tenant as final and conclusive without further objection or enquiry) the costs of which shall be immediately paid by the Tenant.

NO ASSIGNMENT
OR SUB-LETTING

8.42 The Tenant shall not assign, sub-let, license or in any way dispose of or part with possession of the Premises. In the event of a breach of this Clause, this Lease shall at the option of the Landlord forthwith be determined and the Tenant shall surrender vacant possession of the Premises to the Landlord. For the purposes hereof, any amalgamation and/or reconstruction effected by the Tenant (if a Company), or any change in the majority or controlling shareholders of the Tenant shall be deemed an assignment of this Lease.

TENANT'S
INSURANCE
POLICIES

8.43 The Tenant shall at all times during the Term 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 Tenant within the Premises against all loss and damage; and
- (b) an adequate public liability insurance policy in the joint names of the Landlord and the Tenant for the following amounts which shall be taken out with an insurance company approved by the Landlord 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, a minimum sum of Singapore Dollars Two Million (S\$2,000,000.00) regardless of area,

and to produce to the Landlord 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 Tenant or any agent or servant of the Tenant nor shall there be an exclusion of liability against claims for personal injury or loss of life against the Tenant 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 Tenant.

- (c) In the event the Premises or any part thereof is destroyed or damaged by fire, the Tenant shall forthwith give to the Landlord 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 Landlord 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 Landlord PROVIDED ALWAYS THAT if the Tenant fails to keep the Premises insured as foresaid, the Landlord 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 Tenant on demand and shall be recovered forthwith from the Tenant as a debt.

ACTS WHICH AFFECT THE LANDLORD'S INSURANCE POLICIES

8.44 The Tenant shall not do or permit or suffer to be done anything whereby the policies of insurance on the Station against loss or damage by fire or other risks on the Station for the time being subsisting may become void or voidable or whereby the premium thereof may be increased. The Tenant shall also make good all damage suffered by the Landlord and to repay to the Landlord all sums paid by the Landlord by way of increased premiums and all costs and expenses incurred by the Landlord in or about any renewal of such policies rendered necessary by a breach or non-observance of this covenant.

INDEMNITY TO THE LANDLORD

8.45 The Tenant shall indemnify and keep indemnified the Landlord from and against:-

- (a) All Claims and Damages which the Landlord may suffer or incur in connection with loss of life, personal injury and/or damage to property arising from or out of any act or deed by the Tenant or the Tenant's Authorised Representatives upon or at the Premises.
- (b) All loss and damage to the Premises, the Station and to all property therein caused directly or indirectly by the Tenant or the Tenant's Authorised Representatives including without limitation, the use or misuse waste or abuse of water gas or electricity or faulty fittings or fixtures of the Tenant.

NOTICES

8.46 The Tenant shall promptly at the Tenant's own costs and expenses comply with all notices, order, requisition or direction made or issued by the Landlord or any competent authority that is required of the Tenant or as may be imposed on the occupier of the Premises.

COMPLIANCE WITH STATUTORY REGULATIONS

8.47 The Tenant shall at all times during the Term:

- (a) comply with promptly and at the Tenant's costs and expenses all statutes and any orders, by-laws, rules, regulations, requirements, and notices thereunder imposed on the Tenant and/or the occupier of the Premises; and
- (b) promptly furnish to the Landlord a list of the names and particulars of the Tenant's foreign staff and workers at the Premises and produce corresponding valid employment passes, work permits and passports (as applicable) to the Landlord for inspection upon request as and when the Tenant employs such foreign staff and workers and not to use or permit or suffer the Premises to be used or do any other act or thing within or in relation to the Premises that may contravene the Immigration Act 1959 or the Employment of Foreign Manpower Act 1990;

and to indemnify and keep the Landlord indemnified against any and all damages, claims, liabilities, fines, or other costs and expenses

whatsoever that may be suffered or incurred by the Landlord by reason of any non-compliance by the Tenant with this Clause.

Should the Tenant receive any notices from Government or any statutory authority with respect to the Premises to give notice thereof forthwith in writing to the Landlord.

RULES AND
REGULATIONS OF
THE STATION AND
LTA

- 8.48
- (a) The Tenant shall at all times observe and comply with the rules and regulations of the Station contained in Schedule 4 hereto relating to the management operations and maintenance of the Station and the conduct of the Tenant and any rules and regulation which the Landlord or LTA or any other statutory body may make (the "**LTA Regulations**"). The rules and regulations of the Station and the LTA Regulations shall collectively be known as the "**Rules and Regulations**". The Tenant acknowledges, agrees and declares that failure of the Tenant to comply with any of the Rules and Regulations shall constitute a breach of the terms of this Lease in the same manner as if the Rules and Regulations were contained herein as covenants with the Landlord. The Tenant shall also be liable for any penalties stipulated in the Rules and Regulations in the event of such failure.
 - (b) The Tenant further acknowledges, agrees and declares that the Landlord or any other statutory body shall have the right at any time to vary or amend the Rules and Regulations whenever the Landlord or any other statutory body deems such variation or amendment thereto shall be necessary or desirable for regulating the use of the Premises or the common area or the Station 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 Landlord or any other statutory body listing the Rules and Regulation 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 or amendments are for the time being in force and made pursuant to the terms hereof. Where pursuant to the Rules and Regulations the doing or executing of any act, matter or thing by the Tenant is dependent upon the consent or approval of the Landlord, such consent or approval may be given or withheld by the Landlord in its absolute discretion unless otherwise herein provided.
 - (c) The Tenant agrees that the Landlord shall not be liable to the Tenant in any way for violation of the Rules and Regulations by any person including other tenants or occupiers of the Station or the servants, independent contractors, agents, visitors, invitees or licensees thereof.

HOLDING OVER

- 8.49
- If the Tenant continues to occupy the Premises beyond the expiration or earlier determination of the Term or fails to deliver vacant possession of the Premises to the Landlord after the expiration or earlier determination of the Term, the Tenant shall pay to the Landlord for every month or part thereof of such holding over double the amount of Base Rent and Service Charge and such holding over shall not constitute a renewal of this Lease. During such holding over all provisions of this Lease with necessary changes shall apply. The inclusion of this Clause shall not be construed as the Landlord's consent for the Tenant to hold over.

INDEMNIFICATION
BY TENANT

8.50

Without prejudice to the Landlord's rights under Section 19(4) of the Civil Law Act 1909, the Tenant will reimburse or indemnify the Landlord against all other losses and damages suffered by the Landlord as a result of the Tenant's breach or non-observance of Clause 8.19, Clause 8.38, Clause 8.51, and/or the Tenant's holding over after the expiration of the Term.

REINSTATEMENT

8.51

- (a) At the expiration or sooner determination of the Term, the Tenant shall yield up the Premises with the fixtures thereto (other than such Tenant's trade fixtures), unless required by the Landlord to be removed, in good clean and tenantable repair and condition to the Landlord together with the keys to the Premises and all doors therein, and if so required by the Landlord to remove all or any of the letterings, internal partitions, fixtures and installations of the Tenant as specified by the Landlord, from the Premises and to reinstate the Premises to its original state and condition to the satisfaction of the Landlord (fair wear and tear excepted) at the Tenant's costs. If the Tenant fails to reinstate the Premises in accordance with the provisions of this Clause, the Landlord may effect the same at the Tenant's costs and expenses.
- (b) Such removal and/or reinstatement shall be carried out by a contractor appointed by the Tenant and approved by the Landlord. The removal and/or reinstatement shall be carried out under the supervision of the Landlord's representative. All damage done to the Premises or the Station by such removal shall be made good by the Tenant on or prior to the expiration of the Term and if the Tenant fails to do so the Landlord may make good such damage at the Tenant's costs and expenses.
- (c) All costs and expenses incurred by the Landlord shall be paid by the Tenant within seven (7) days of the Landlord notifying the Tenant of the amount thereof, and in this connection, an invoice from the Landlord as to the amount of costs and expenses incurred by the Landlord shall be conclusive and binding on the Tenant. The Tenant shall pay to the Landlord on demand all costs and expenses so incurred by the Landlord with interest from the date of expenditure until the date they are paid by the Tenant to the Landlord. Such costs, expenses and interest to be recoverable as if they were Base Rent in arrears.

8.52

For the purposes hereof, the term "reinstate" shall include:

- (a) the washing of the whole of the interior of the Premises (including the cleaning of all glass, doors and windows);
- (b) the painting with two coats of oil paint or emulsion paint or other appropriate treatment of all of the internal parts of the Premises previously so treated respectively;
- (c) the making good of any damage or disfigurement caused to walls, doors, windows, floor, ceiling boards or any part of the Premises;

- (d) the graining and varnishing of all the internal parts of the Premises previously grained and varnished;
- (e) the re-polishing of all the internal parts of the Premises previously polished;
- (f) the making good or replacement of damaged wires, conduits, piping, air-conditioned ducting and all other apparatus, fixtures and fittings supplied by the Landlord;
- (g) the removal of any signboards, nameplates, advertisements or notices and all carpeting, tiling, partitions, additions, improvements, fixtures and fittings belonging to the Tenant whether within or outside the Premises;
- (h) the removal and clearing of all waste rubbish and other unwanted material from the Premises;
- (i) the making good to the satisfaction of the Landlord all damage to the Premises, the Station and the common area including without limitation, damage resulting from the removal of the Tenant's belongings, reinstatement or repair of the Premises (fair wear and tear excepted); and
- (j) the removal from the Premises all additions, improvements, fixtures and fittings installed by the Tenant and all notices, notice boards and signs bearing the name of or otherwise relating to the Tenant or its business.

ADMINISTRATIVE,
LEGAL AND STAMP
FEES

8.53

The Tenant shall pay the stamp duty on this Lease, and the administrative or legal fees (on a solicitor and client basis) incurred in any amendment of this Lease required by the Tenant, any addendum of this Lease and/or any ancillary documents to this Lease required or requested for by the Tenant, 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 Landlord against the Tenant in connection with or arising out of this Lease.

POINT OF SALE
SYSTEM

8.54

- (a) Notwithstanding Clauses 8.14(b) and (c), the Tenant shall either subscribe to the Point of Sale ("**POS**") System used by the Landlord (the "**Station's POS System**") for the commercial retail spaces in the Station or arrange for and ensure an electronic link and interface of the Tenant's own system to the Station's POS System so as to transmit the Tenant's hourly gross sales data to the Landlord on a daily basis via the POS System.
- (b) The costs for the subscription of the Station's POS System and/or the integration of the Tenant's own system with the Station's POS System shall be borne and paid by the Parties as follows:
 - (i) where the Tenant is already an existing tenant of the Premises immediately prior to the Term Commencement Date and the Tenant's own POS System is compatible for integration with the Station's POS System, the costs and expenses for the ad-hoc POS integration (including software) of the Tenant's

POS System with the Station's POS System shall be borne equally by the Landlord and the Tenant;

- (ii) where the Tenant is already an existing tenant of the Premises immediately prior to the Term Commencement Date and the Tenant's own POS System is not compatible for integration with the Station's POS System and the Landlord requires the Tenant to purchase a new POS System in order to integrate with the Station's POS System, (I) the additional costs and expenses for the purchase of such new POS System shall, subject to Clause 8.54(b)(iii) below, be borne equally by the Landlord and the Tenant; and (II) the costs and expenses for the ad-hoc POS integration (including software) of the Tenant's POS System with the Station's POS System shall be borne equally by the Landlord and the Tenant;
 - (iii) notwithstanding Clause 8.54(b)(ii)(I) above, where the Tenant is a new tenant of the Premises, the Tenant shall purchase a POS System which is compatible for integration with the Station's POS System and the costs and expenses for the purchase of such new POS System shall be borne by the Tenant solely Provided that if the options for a compatible POS System which is available in the market are limited and the cost to the Tenant to purchase a compatible POS System is substantially higher than a non-compatible POS System, the costs and expenses for the purchase of a compatible POS System shall be borne equally by the Landlord and the Tenant. For the avoidance of doubt, the costs and expenses for the ad-hoc POS integration (including software) of the Tenant's POS System with the Station's POS System shall be borne equally by the Landlord and the Tenant;
 - (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 Tenant's POS System with the Station's POS System are to be borne equally by the Landlord and the Tenant, the Tenant shall provide the Landlord with the receipts evidencing the amount of costs incurred and the amount to be borne by the Landlord shall be set off against the Base Rent for the following month. In the event that payment of the Tenant's subscription or integration of the POS System is made by the Landlord, the Landlord shall provide receipts evidencing the costs incurred and the amount to be borne by the Tenant shall be billed to the Tenant;
 - (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 Tenant acknowledges that the Station's POS System is not owned by the Landlord and agrees not to hold the Landlord liable or responsible in the event of a system failure resulting in data not being captured and other consequential loss, damage or expense to the Tenant.

- (d) The Tenant shall allow the Landlord access to the Tenant's POS System to analyse detailed data in connection with the Tenant's operations at the Premises (over and above the sales data that the Landlord already has access to), if required by the Landlord. The Landlord 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 Tenant's POS System is not available or accessible to the Landlord for whatever reason for any particular period of time during the Tenant's operations at the Premises including any hold over period, the Tenant shall without prejudice to the Landlord's rights in respect of the Tenant's breach of this Clause submit to the Landlord the Tenant's hourly gross sales data for the relevant period on a daily basis in the format prescribed by the Landlord by the 7th day of the following month, failing which the Tenant agrees that the Landlord shall be entitled to consider the monthly projected sales amount as stated in the Merchandising Plan, pro-rated on a daily basis to be a fair estimate of the Tenant's daily GTO for each day that no hourly gross sales data was received by the Landlord.

9. LANDLORD'S COVENANTS

TENANT TO
PEACEABLY HOLD
AND ENJOY

9.1 The Landlord shall permit the Tenant, duly paying the Rent and all other sums payable hereunder and complying with all the Tenant's Obligations, to have quiet possession and enjoyment of the Premises without any interruption from the Landlord or any person rightfully claiming under or in trust for the Landlord save as specifically herein provided.

RATES, TAXES

9.2 The Landlord shall pay all present and future rates, taxes, assessments, impositions, and outgoings imposed upon or in respect of the Premises save and except such as are herein agreed to be paid by the Tenant.

PROVISIONS OF
SERVICES BY
LANDLORD

9.3 The Landlord shall as far as practicable perform the following services:

- (a) maintain the common area and/or the Station (if the Landlord owns the whole Station) or such part(s) thereof where the Premises are located (if the Landlord does not own the whole Station) during the Term of this Lease;
- (b) keep the air-conditioning plants working and available for use by the Tenant and the Tenant's employees and workers during the usual operational hours of the Station PROVIDED ALWAYS that nothing hereinafter contained shall impose any requirement on the Landlord to keep the air-conditioning plant working at any other time and the Landlord shall not be liable or responsible for delays or stoppages howsoever caused or whatsoever occurring during the said hours or otherwise;
- (c) at the absolute discretion of the Landlord, to provide for the general security of the common area and/or the Station.

TENANT'S RIGHT
TO TERMINATE
THE LEASE

- 9.4 (a) The Tenant shall be entitled to terminate this Lease by giving the Landlord 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 Tenant 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 Tenant 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 Tenant of the distributorship or franchise agreement.

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

- (b) The Tenant may elect to shorten the six (6) months' notice period by paying an amount equivalent to the Base Rent and Service Charge for the unfulfilled notice period, capped at six (6) months' Base Rent and Service Charge. The six (6) months' notice period or such shorter notice period applicable pursuant to this Clause shall hereinafter be known as the "**Applicable Notice Period**".
- (c) The Tenant shall pay a compensation sum equivalent to the Security Deposit to the Landlord for the termination of this Lease by the Tenant pursuant to Clause 9.4(a) by the expiry of the Applicable Notice Period. The Landlord 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 Tenant on or prior to the expiry of the Applicable Notice Period. The termination of this Lease and the payment of the compensation sum shall not affect any outstanding amounts owing by the Tenant to the Landlord under this Lease.
- (d) Upon the termination of this Lease pursuant to Clause 9.4(a), the Tenant must reinstate the Premises and yield up the Premises in accordance with Clause 8.51 and 8.52 of this Lease on the expiry of the Applicable Notice Period. For the avoidance of doubt, the Tenant must make good all damage caused to the Premises or the Station resulting from such reinstatement and yielding up.
- (e) Upon the expiry of the Applicable Notice Period, the Term 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 Lease by the other Party. The provisions of this Clause 9.4 shall

continue to apply notwithstanding the earlier termination of this Lease.

10. GENERAL PROVISIONS

PROVIDED ALWAYS and it is agreed and declared as follows:

LANDLORD'S
RIGHT OF RE-
ENTRY FOR NON-
PAYMENT OF RENT
AND
DETERMINATION
OF THE LEASE

10.1 In the event that:

- (a) the Rent reserved or any part thereof shall at any time be unpaid for fourteen (14) days after the same shall have become due (whether formally demanded or not);
- (b) the Tenant breaches any of the Tenant's Obligations to be performed or observed (other than the payment of monies under Clause 10.1(a) and such breach (if capable of being remedied) has not been remedied for a period of fourteen (14) days or such shorter period as stated in the relevant written notice after the Landlord has given to the Tenant written notice to remedy the same.;
- (c) the Tenant being a company shall go into liquidation whether voluntarily or compulsorily or a receiver shall be appointed of its undertaking, property or assets, or being an individual shall have a bankruptcy order made against the Tenant;
- (d) the Tenant shall make any arrangement with creditors for liquidation of the Tenant's debts by composition or otherwise; and/or
- (e) any execution or attachment shall be levied upon or issued against any of the property or assets of the Tenant and shall not be paid off or discharged within fourteen (14) days thereof,

then and in any one of the said cases it shall be lawful for the Landlord at any time thereafter to re-enter upon the Premises in the name of the whole and thereupon the Term shall forthwith and absolutely cease and determine but without prejudice to the right of action of the Landlord in respect of any unpaid Rent and/or any other monies due under this Lease or of any antecedent breach of the Tenant's Obligations.

LANDLORD'S
RIGHT TO CHARGE
LATE PAYMENT
INTEREST

10.2 Without prejudice to any other right, power or remedy of the Landlord, if the Rent and/or any other monies due under this Lease shall at any time remain unpaid for fourteen (14) days after the same shall have become due (whether formally demanded or not), the Tenant shall pay to the Landlord 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 Landlord as the case may be. The Landlord shall be entitled to recover such interest from the Tenant as if such interest were Base Rent in arrears. Such interest shall be calculated on a daily basis at the rate of one percent (1.0%) per month.

REMOVAL OF
STOCK IN TRADE

10.3 The Landlord may upon re-entry or determination of this Lease or if the Tenant shall abandon the Premises (and the Tenant shall be deemed to have abandoned the Premises and terminated this Lease unilaterally if the Tenant without the Landlord's written

consent fails to open the Premises for a continuous period of seven (7) days) remove from the Premises any item of any description found in the Premises including but without limitation all plant, equipment, stock-in-trade, fittings and fixtures of the Tenant. Such items shall be stored in a location as the Landlord shall decide at the cost of the Tenant without the Landlord being deemed guilty of conversion or becoming liable for any loss or damage occasioned by such removal or storage.

Without prejudice to the above, the Landlord may also at the Landlord's absolute discretion sell or otherwise dispose of such items anytime and at such prices as the Landlord shall think fit. Any costs incurred by the Landlord in or about such removal, storage and/or sale shall be paid by the Tenant to the Landlord upon demand and may be deducted from the sale proceeds (if any) of such items. The Landlord shall apply the balance of the sale proceeds (if any) towards payment of all arrears of Rent, interest and all other monies due and payable to the Landlord under this Lease. The Tenant shall indemnify the Landlord for all costs and expenses arising from any claims and/or demands made against the Landlord with respect to the items removed, stored and/or sold by the Landlord.

STRUCTURES IN
COMMON AREAS

10.4 The Landlord expressly reserves the right from time to time to erect, remove and re-erect kiosks, signs, seats and other structures in any part of the common area of the Station (and/or to grant to any person the exclusive use of any such kiosks or structures) for such purposes and for such periods and upon such terms and conditions as the Landlord may think fit.

RIGHTS TO ALTER
PREMISES AND
STATION

10.5.1 The Landlord shall have the right from time to time to do or permit other persons to do any one or more of the following, namely to improve, extend, vary, renovate, alter or enhance the Premises and Station (including the right to amend, alter, vary or change the specifications and the building plans of the Station) or as may be required by LTA or any of the relevant authorities notwithstanding that such improvement, extension, variation, renovation, reduction, alteration or dealing may interfere with, disturb, interrupt or affect the Tenant's peaceful and quiet enjoyment of the Premises or diminish the access of light and air enjoyed by the Premises or impede the ingress to and egress from the Premises and the Tenant shall not have any claim against the Landlord and the Landlord shall not be liable to the Tenant in any manner whatsoever for any damages or costs and expenses whatsoever incurred by the Tenant as a result thereof.

10.5.2 The Landlord shall have the right from time to time, when directed by LTA or such other relevant government authority or in any case in the Landlord's sole discretion, to give to or permit any person, ingress and egress, access or other wayleave or rights of way to, over, under or otherwise in respect of the Station or any part thereof for the purpose of such person carrying out the development or other works in respect of any land over, on or under the Station or any land adjoining or in the vicinity of the Station or within the Station in any manner whatsoever (including without limitation the installation and maintenance of structural alterations and additions, equipment and other fixtures and fittings to or in respect of the Station) notwithstanding that in carrying out such development or works, the said person, his contractors or workers or agents may interfere with, disturb, interrupt or affect the Tenant's peaceful and

quiet enjoyment of the Premises or diminish the access of light or air enjoyed by the Premises or impede the ingress to and egress from the Premises and the Tenant shall not have any claim whatsoever against the Landlord or the said person and the Landlord or the said person shall not be liable to the Tenant in any manner whatsoever for any damages or costs and expenses whatsoever incurred by the Tenant as a result thereof.

POWER TO DEAL WITH ADJOINING PROPERTY

10.6 The Landlord may deal as it may think fit with other property belonging to the Landlord 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 Tenant in respect of the Premises.

NO EXCLUSIVENESS

10.7 No exclusive franchise is given to the Tenant in respect of the permitted use of the Premises and the Landlord shall be at liberty now or at any time hereafter to let to any person or body corporate any part of the Station for any purpose it deems fit notwithstanding that such purpose may be similar to the permitted use of the Premises.

CHANGE OF STATION NAME

10.8 The Landlord shall at any time during the Term be entitled to change the name of the Station on giving one (1) month's prior written notice to the Tenant and in respect thereof the Landlord shall not be liable in damages to the Tenant or be made a party to any other proceedings or be liable for costs and expenses of whatsoever nature incurred by the Tenant as a result of such change.

LANDLORD MAY RECTIFY

10.9 If the Tenant fails to pay any monies or charges as required hereunder to any person other than the Landlord or if the Tenant fails to perform any undertaking on the part of the Tenant herein contained, it shall be lawful (but not obligatory) for the Landlord to make any payment or do any act or thing and incur any costs and expenses as may be necessary to perform the said undertaking and any sum of money or costs and expenses which the Landlord may pay or incur for the purpose aforesaid shall constitute a liquidated debt due and owing by the Tenant to the Landlord and shall on demand be repaid to the Landlord and shall be recoverable as if they were Base Rent in arrears.

DAMAGE BY FIRE, ACT OF GOD OR OTHER CAUSES BEYOND THE LANDLORD'S CONTROL

10.10 (a) If the Premises or any part thereof shall be damaged or destroyed by fire, act of God or other cause beyond the control of the Landlord so as to render the Premises unfit for occupation and use (except where such damage or destruction has been caused by the act or default of the Tenant or the Tenant's Authorised Representative) the Base Rent and Service Charge covenanted to be paid or a fair and just proportion thereof according to the nature and extent of the damage sustained shall be suspended until the Premises shall again be rendered fit for occupation and use PROVIDED ALWAYS the Landlord may in its absolute discretion decide that the Premises are so badly damaged that the Premises need to be demolished and rebuilt. In such an event the Landlord may within ninety (90) days after such damage has been sustained give notice to the Tenant in writing of its decision and thereupon this Lease shall terminate and the Tenant shall (if still in occupation) vacate the Premises without any compensation from the Landlord and without prejudice to the rights and remedies

of the Landlord against the Tenant in respect of any unpaid Rent and/or any other monies due under this Lease or any antecedent claim or breach of the Tenant's Obligations.

- (b) In the event the Landlord does not terminate this Lease as provided in Clause 10.10(a) above, the Tenant shall, upon the Premises being rendered fit for occupation and use by the Landlord, forthwith at its costs, restore all fixtures and equipment on the Premises and shall further stock the Premises with goods at least equivalent in value to that in the Premises immediately before the Premises were damaged and the Tenant shall recommence business as soon as may be practicable.

<u>RIGHT OF REFUSAL OF ACCESS INTO STATION</u>	10.11	Notwithstanding anything herein contained, the Landlord shall have the right at all times to refuse access to the Station or otherwise control such access in respect of any person for any reason as the Landlord shall in its sole discretion deem fit including any person whose presence in the Station might in the judgment of the Landlord be prejudicial to the safety, character, reputation and interest of the Station and its tenants.
<u>ACCESS IN EMERGENCY</u>	10.12	Notwithstanding anything herein contained, the Tenant shall permit the Landlord free access to the Premises at all times in cases of emergency.
<u>RESTRICTION OF ACCESS TO COMMON AREAS</u>	10.13	Notwithstanding anything herein contained, the Landlord may in the exercise of its absolute discretion restrict access to all or any part or parts of the common area of the Station or may close off all or any of the entrances and exits thereof or driveways therein for such periods as the Landlord deems appropriate.
<u>RIGHT TO CHANGE LOCATION OF COMMON AREAS</u>	10.14	The Landlord shall have the right at any time without the same constituting an actual or constructive eviction of the Tenant, and without incurring any liability to the Tenant, to change the arrangement and/or location of entrances, passage-ways, doors, doorways, partitions, corridors, toilets, or other public parts of the Station or any services, or apparatus serving the Station and to change the name, number or designation by which the Station is known.
<u>EXTENSION OF TIME</u>	10.15	Any indulgence or extension of time granted by the Landlord to the Tenant and/or any oversight by the Landlord shall not operate as a waiver of the Landlord's rights hereunder in respect of any continuing or subsequent default, breach or non-observance or non-performance of the Tenant's Obligations or so as to defeat or affect in any way the rights of the Landlord herein in respect of any such continuing or subsequent default, breach, non-observance or non-performance. Any consent given by the Landlord shall operate as a consent only for the particular matter to which it relates and shall in no way operate as a waiver or release of any of the provisions hereof, nor shall it be construed as dispensing with the necessity of obtaining the specific written consent of the Landlord in future, unless expressly so extended.
<u>EXCLUSION OF LANDLORD'S LIABILITY</u>	10.16	Save for where loss or damage (excluding special, indirect and consequential damages) has been suffered by the Tenant directly due to the gross negligence or willful default on the part of the Landlord to maintain the Station (if the Landlord owns the whole Station) or such part(s) thereof where the Premises are located (if

the Landlord does not own the whole Station), notwithstanding anything herein contained, the Landlord, its officers, servants, employees or agents shall not be liable or in any way responsible to the Tenant nor shall the Tenant have any claim against the Landlord in respect of :

- (a) any damage howsoever caused to property (whether belonging to the Tenant or to others) entrusted to the Landlord's officers, servants, employees or agents in the Station;
- (b) any loss, damage, or injury to any person or property howsoever caused in the Station or any consequential loss therefrom including loss, damage, or injury resulting from animals or pests, short circuit of electrical wiring, non-functioning of the air-conditioning, fire, explosion, falling plaster, steam, gas, electricity, water sprinkler, rain plumbing or other pipe and sewerage system, overflow of water or leaks from any part of the Station, the roof, street, subsurface or any other places, dampness, or any appurtenances being out of repair;
- (c) any damage howsoever caused by the Landlord and/or any service providers engaged by the Landlord, its employees, or other tenants or persons in the Station or by buildings or other operations in the neighbourhood;
- (d) any inability of the Landlord to fulfil any of its obligations under this Lease, or to supply or is delayed in supplying any service covenanted for hereunder or is unable to make, or is delayed in making, any repair, additions, alterations or decorations which it is required to make hereunder or if the Landlord is delayed from so doing by reason of any circumstances beyond the control of the Landlord (including but not limited to the existence of riots, civil commotion, curfew, emergency, labour disputes, strikes, lockouts and floods);
- (e) any loss, damage or injury howsoever caused to or of any property in the Premises and/or the Station;
- (f) any representations, promises or warranties with respect to the Premises, its appurtenances and/or the Station;
- (g) any act, omission or negligence of any porter, attendant or other servants or employees of the Landlord in or about the performance or purported performance of any duty relating to the provision of the said services or obligations or any of them;
- (h) any diminution or obstruction of the light, air or view by any structure which may be erected on lands within or adjacent to the Station;
- (i) any damage, loss (including loss of revenue or profit) or injury resulting from any interruption in any of the services to the Station or the Premises or the restriction of access to, or closure of, the Station or the Premises due to reasons or crisis beyond the Landlord'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;

- (j) any damage or loss (including loss of revenue or profit) or injury resulting from any development or redevelopment or works carried out by any person over, on or under the Station or any land adjoining or in the vicinity of the Station or within the Station in any manner whatsoever or resulting from any interruption in any of the services to the Station or the Premises or the restriction of access to, or closure of, the Station or the Premises due to such development or works carried out by such person as aforesaid; and/or
- (k) any increase, decrease, reduction or lack of customers, patrons or clients in the case where the Tenant is operating a business (of any nature whatsoever) in the Premises.

PHOTOGRAPHS
AND DRAWINGS
OF PREMISES

10.17 The Landlord reserves the right to make use of any photographs, slides, video, films, drawings, images, and/or other artistic material of the interior and/or exterior of the Premises for the purposes of advertising the Station and/or the Premises to members of the public. The Tenant shall not be entitled to claim any compensation for the aforesaid. The Tenant shall not refuse access to the Premises to the Landlord, its organization representative and/or employees for this purpose.

HOLDING OF
FUNCTIONS

10.18 Notwithstanding anything herein contained, the Landlord may at its absolute discretion permit any person or organization to hold any functions, exhibitions, or display merchandise in the common areas of the Station excluding the Premises provided such functions, exhibitions, or display do not impede access to and from the Premises. The Landlord may also in its absolute discretion close or cordon the common areas or any part thereof for such functions, exhibitions, or display.

DISEASES

10.19 The Tenant shall ensure that it implements and abides by all prevailing governmental guidelines and Landlord's requirements in the event of any outbreak of epidemics or infectious diseases and relevant quarantine restrictions and shall also undertake all necessary measures in the prevention of any outbreak of such diseases in the Premises and the Station as mandated by the relevant health or other authorities:

The Tenant shall also indemnify the Landlord for all losses consequential or otherwise in the event of any outbreak of such diseases as described in this Clause in the Premises caused by the Tenant's acts, omissions or negligence.

LANDLORD'S
RIGHT TO EXHIBIT
VACANCY

10.20 At all times within the six (6) months immediately preceding the determination of the Term, the Landlord shall be entitled to exhibit outside the Premises or on the doors thereof a notice stating that the Premises will be vacant and will be available for letting and the Tenant shall permit all prospective tenants of the Premises accompanied by a representative of the Landlord free ingress to and egress from the Premises for the purpose of viewing the Premises.

WARRANTY
EXCLUDED

10.21 The Landlord does not expressly or impliedly warrant that the Premises are now or will remain suitable or adequate for all or any of the purposes of the Tenant and all warranties (if any) as to the

suitability or adequacy of the Premises implied by law are expressly excluded.

NO CLAIM BY 10.22
TENANT

- (a) The Tenant shall have no claim whatsoever against the Landlord if the Station or any part thereof is uncompleted unoccupied and/or closed for any reason whatsoever.
- (b) The Tenant shall have no claim whatsoever against the Landlord for any direct losses or damages suffered by the Tenant arising from maintenance of the Station, save for where such direct losses or damages suffered are due to the gross negligence or willful default on the part of the Landlord to maintain the Station (if the Landlord owns the whole Station) or such part(s) thereof where the Premises are located (if the Landlord does not own the whole Station).

LANDLORD'S
RIGHT TO
TERMINATE

10.23.1

In the event that the Landlord intends to carry out redevelopment, renovation, alteration, enhancement, improvement or reconfiguration works or such works for any reason whatsoever (including changing the tenant mix) (the "**Redevelopment Works**") and requires vacant possession of the Premises in order to carry out such Redevelopment Works, the Landlord shall be entitled to terminate this Lease by giving the Tenant six (6) months' notice in writing ("**Landlord's Redevelopment Termination Notice**"), subject to Clause 10.23.3 below, and such termination shall be without prejudice to the rights and remedies of the Landlord against the Tenant in respect of any unpaid Rent and/or any other monies due under this Lease or any antecedent claim or breach of the Tenant's Obligations. The Landlord shall not be entitled to terminate this Lease for the sole purpose of changing the tenant mix in the Station without carrying out any Redevelopment Works or if the Landlord is able to carry out the Redevelopment Works without requiring vacant possession of the Premises.

10.23.2

In the event the Landlord has obtained the grant of written permission from the Urban Redevelopment Authority for any asset enhancement initiative works ("**AEI Works**"), the Landlord must inform the Tenant of such AEI Works prior to the signing of this Lease. If the Landlord fails to do so, and this Lease is pre-terminated by the Landlord by reason of the proposed Redevelopment Works, an additional compensation sum shall be payable by the Landlord to the Tenant in addition to the compensation sum payable under Clause 10.23.4 below upon the termination of this Lease pursuant to this Clause 10.23. The Landlord and the Tenant shall use commercially reasonable endeavours to agree on the amount of such additional compensation sum. In the event the Landlord and the Tenant are not able to agree on the amount of such additional 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 the SMC.

10.23.3

If the Landlord 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 (the "**Requirements**") and the time period given to the Landlord to comply with such Requirements is of such duration that the Landlord is unable to give the Tenant the requisite six (6)

months' notice in writing, the Landlord shall, as soon as practicable, after the Landlord is aware of such Requirements, give the Tenant such shorter notice in writing as may be required to enable the Landlord to comply with the Requirements. Upon expiry of the requisite notice, this Lease shall be terminated without prejudice to the antecedent breaches of either Party. For the avoidance of doubt, the Tenant agrees that the Landlord shall not be liable to the Tenant for any costs or damages incurred or suffered by the Tenant because of the termination under this Clause.

10.23.4 If this Lease is terminated by the Landlord during the Term by reason of the Redevelopment Works, the Landlord shall pay the Tenant a compensation sum calculated based on the Agreed Declared Value of the Tenant's Capex Works less depreciation on such Agreed Declared Value amortised on a straight line basis across the entire Term. Such compensation sum shall be subject to set off against any sums payable by the Tenant to the Landlord under this Lease.

For the purpose of this Lease, the "**Agreed Declared Value**" refers to:

- (a) (where the Tenant has complied with Clause 5.5(a)) the lower of (1) the Estimated Value of the Tenant's Capex Works and (2) the Actual Declared Value of the Tenant's Capex Works; or
- (b) (where Clause 5.5(c) applies) the Agreed Declared Value as determined by the Landlord (acting reasonably); or
- (c) (where Clause 5.5(d) applies) the Estimated Value of the Tenant's Capex Works as accepted by the Landlord.

10.23.5 In respect of any item which had been agreed between the Landlord and the Tenant to be a "non-salvageable item" and included as part of the Tenant's Capex Works, and its value was taken into account for the purpose of the computation of the Agreed Declared Value in accordance with Clause 10.23.4, in the event that such item is subsequently salvaged by the Tenant, the Landlord 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 10.23.4.

10.23.6 Upon the expiry of the Landlord's Redevelopment Termination Notice, the Term shall absolutely cease and determine but without prejudice to the rights and remedies of either Party against the other Party and the Tenant shall not be required to reinstate the Premises but must remove the Tenant's signs, moveable items, furniture and belongings from the Premises and shall deliver vacant possession of the Premises and the Landlord's installations in a clean state and in a condition which does not pose any threat to health, safety and the environment. The Tenant shall make good any damage caused to the Station or common area of the Station resulting from such removal.

10.23.7 The Tenant agrees that save for the compensation sum provided by the Landlord under Clause 10.23.4 and the Landlord's refund of the Security Deposit in accordance with Clause 8.1, the Tenant shall have no further claims against the Landlord arising out of or in connection with the termination of this Lease pursuant to this Clause 10.23.

10.23.8

The provisions of this Clause 10.23 shall continue to apply notwithstanding the earlier termination of this Lease.

<u>SEVERABILITY</u>	10.24	If any one or more of the provisions contained in this Lease shall be deemed invalid, unlawful or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.
<u>WAIVER</u>	10.25	No waiver by the Landlord of one breach of any covenant, condition, stipulation, obligation, or provision in this Lease contained or implied shall operate as a waiver of another breach of the same or of any other covenant, condition, stipulation, obligation, or provision in this Lease contained or implied.
<u>EXCLUSION OF IMPLIED TERMS</u>	10.26	The covenants, conditions, stipulations, provisions and terms herein cover and comprise the whole of the Lease between the parties and the parties expressly agree and declare that except for the Letter of Offer no further terms shall be deemed to be implied herein by reason of any promise, representation, warranty, or undertaking given or made by either party to the other on or prior to the execution of this Lease.
<u>SERVICE OF NOTICES</u>	10.27	All notice, demands or other communications required or permitted to be given or made under this Lease shall be in writing and delivered personally or sent by pre-paid post with recorded delivery or by email to the intended recipient at its address or its email address set out in this Lease. Any such notice, demand or communication shall be deemed to have been duly served (if given or made by email) immediately or (if given or made by letter) 24 hours after posting and in proving the same it shall be sufficient to show that the envelope containing the same duly addressed, stamped and posted.
<u>NON-MERGER</u>	10.28	Notwithstanding anything hereinbefore contained, the obligations of the Tenant under this Lease shall survive the determination of this Lease whether by the effluxion of time or otherwise to the extent that such obligations shall not have been fulfilled by the Tenant prior to such determination.
<u>INTERPRETATION</u>	10.29	<p>In this Lease, unless there is something in the subject or context inconsistent therewith:</p> <ul style="list-style-type: none">(a) words importing the singular or plural number shall be deemed to include the plural or singular number respectively;(b) words importing the masculine gender only shall include the feminine or neuter gender and vice versa as the case may be;(c) where two or more persons are included in the term "the Tenant" 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;(d) words importing a person import also a firm or company;

- (e) common area shall mean those area, facilities of and in the Station which are not demised or intended to be demised by the Landlord to the Tenant or to any other tenant and which are now or hereafter provided by the Landlord for the common use of tenants of other premises in the Station and their respective agents, customers, employees, invitees and licensees in common with the Landlord and all other persons having the like right to use the same including but without limitation all roads, walls, walkways, pavements, passages, entrances, courts, vestibules, halls, toilets and such other area amenities grounds and conveniences, from time to time provided prescribed or made available by the Landlord.
- (f) Any reference in this Lease 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.

<u>GOVERNING LAW</u>	10.30	The validity, construction, interpretation and enforcement of this Lease and any document contemplated herein and all rights, remedies, powers, obligations and liabilities hereunder shall be governed by the laws of the Republic of Singapore.
<u>INCONSISTENCIES</u>	10.31	In the event of any inconsistency between the terms of the Landlord's Letter of Offer for the Premises and this Lease, the Parties agree that the terms of this Lease shall prevail.
<u>THIRD PARTY RIGHTS</u>	10.32	A person which is not a party to this Lease has no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any term of this Lease.
<u>SPECIAL TERMS AND CONDITIONS</u>	10.33	This Lease is subject to the special terms and conditions specified in Paragraph 15 of Schedule 1 or Schedule 5 (where applicable) and in the event of there being any inconsistency between any such special terms and conditions and any of the provisions of this Lease then such special terms and conditions shall prevail.
<u>CIVIL EMERGENCY EXERCISES</u>	10.34	The Tenant shall cooperate fully in all civil emergency exercises conducted by the Landlord or the LTA or any other statutory body or relevant authority at the Station. The Tenant agrees that the Landlord shall not be liable to the Tenant nor shall the Tenant have any claim against the Landlord in respect of any damage, loss (including loss of revenue or profit) or injury resulting from any such exercises.
<u>CONFIDENTIALITY</u>	10.35	The terms of this Lease 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 Lease, 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 Lease:

- (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 ("**Authority**"); or
- (b) which is required in connection with any arbitral or judicial proceedings or any legal process issued by any court or any Authority.

HEADINGS

10.36

Headings have been inserted for guidance only and shall not be deemed to define limit construe or describe the scope or intent of the sections or Clauses hereof nor shall they in any way affect this Lease.

SPECIMEN

AS WITNESS the hands of the parties hereto.

Landlord

SIGNED by _____ *a)
for and on behalf of **the Landlord**)
in the presence of:-)

*b
Authorised Signature and Company Stamp
Name: _____ *a
Designation: _____ *d

*e
Witness
Name: _____ *f

[▶ To use when Tenant is a Company ◀]

Tenant

SIGNED by _____ *a)
for and on behalf of **the Tenant**)
in the presence of:-)

*b
Authorised Signature and Company Stamp
Name: _____ *a
Designation: _____ *d

*e
Witness
Name: _____ *f

[▶ To use when Tenant is a Sole Proprietor/Partnership ◀]

Tenant

SIGNED by **the Tenant**)
in the presence of:-)

<KEY IN THE NAME OF TENANT / PARTNER>
Identity Card/Passport No.: _____ *c

<KEY IN THE NAME OF TENANT / PARTNER>
Identity Card/Passport No.: _____ *c

<KEY IN THE NAME OF TENANT / PARTNER>
Identity Card/Passport No.: _____ *c

*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.
- *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.

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SCHEDULE 1

1. **PREMISES / AREA (SUBJECT TO FINAL SURVEY)** : **<Unit/Shop #> / <Area>** square metres approximately
2. **STATION** : **<Address of Station> <Name of Station>** Station and all buildings, structures, common areas, facilities and parts thereof.
3. **TERM** : **<##>** months
4. **TERM COMMENCEMENT DATE** : Upon expiry of the rent-free fitting-out period or commencement of business, whichever is earlier.
- 5 (a) **BASE RENT** : S\$ **<Value>** per month.
- 5 (b) **SERVICE CHARGE** : S\$ **<Value>** per month.
- 5 (c) **ADDITIONAL RENT** : **<<SCENARIO 1>>**
[▶ **<Value>**% of monthly gross sales (“GTO”) generated by the Tenant in addition to the base rent and service charge (for monthly GTO up to S\$**<Value>**)
- <<SCENARIO 2>>**
<Value>% of monthly gross sales (“GTO”) generated by the Tenant in addition to the base rent and service charge (for monthly GTO above S\$**<Value>**) ◀]
- <<SCENARIO 3>>**
[▶ **<Value>**% of monthly gross sales (“GTO”) generated by the Tenant in addition to the base rent and service charge (for monthly GTO exceeding S\$**<Value>** but up to S\$**<Value>**) ◀]
- <<SCENARIO 4>>**
[▶ **<Value>**% of monthly gross sales (“GTO”) generated by the Tenant in addition to the base rent and service charge ◀]
- 5 (d) **PAYMENT OF BASE RENT AND SERVICE CHARGE** : The Base Rent and Service Charge making a total of **Dollars <Value In Words> (S\$ <Value>)** shall be paid monthly from the Term Commencement Date and thereafter in advance **on the 15th day of each month** without any deductions setoff, abatement or demand. The first payment of Dollars **<Value In Words> (S\$ <Value>)** or such sum which is proportionate for any period less a calendar month (such pro-rating to be calculated on a 30 days basis regardless of the number of days in the month) shall be made on the Term Commencement Date or such other date as advised by the Landlord.

Goods and Services Tax is payable on the Base Rent and Service Charge and all other monies covenanted to be paid under this Lease.

Payment of Base Rent and Service Charge shall be made by GIRO or by banker’s standing order to the Landlord’s bank account.

The Initial Sum, Fitting-Out Deposit and Electricity Deposit shall be adjusted in accordance with Clause 2.2.2 of this Lease based on **S\$ <Value>** per square metre per month.

- 5(e) **PAYMENT OF ADDITIONAL RENT** : The Additional Rent shall be paid monthly by way of GIRO from the Term Commencement Date or the date of commencement of the Tenant's business, whichever is the earlier and shall be payable on the 15th day of the following month without any deductions, setoff, abatement or demand whatsoever.
- i) Where the Tenant is subscribed to or where the Tenant's POS System is integrated with the Station's POS System, the Landlord shall retrieve from the POS System the Tenant's previous month's GTO by the 7th day of the following month.
 - ii) Where the Tenant is neither subscribed to nor integrated with the Station's POS System, the Tenant shall submit to the Landlord, by the 7th day of each month ("**GTO Submission Date**") a statement of the Tenant's previous month's GTO certified by the sole proprietor, partners of the Tenant, Director or the Chief Financial Officer or any other person duly authorized by the Tenant and agreed to by the Landlord (the "**GTO Statement**").
 - iii) In the event that the Tenant fails to submit the GTO Statement by the GTO Submission Date, the Tenant's GTO for that month shall be taken by the Landlord to be equivalent to the Tenant's monthly projected sales amount of [S\$<Value> per month] as stated in the Merchandising Plan (the "**Projected Sales Amount**"). Until such time that the Tenant submits the GTO Statement by the GTO Submission Date or if at any time the Tenant fails to submit the GTO Statement by the GTO Submission Date, the Tenant shall pay the Additional Rent with reference to the Projected Sales Amount as the Tenant's GTO for that month.
 - iv) In the event the GTO Statement provided by the Tenant to the Landlord or information retrieved from the Tenant's POS System is misleading, inaccurate, untrue or false or contain inaccurate, misleading, untrue or false statements or facts, notwithstanding any other rights that the Landlord shall have in law, the Tenant shall pay the difference between the actual Additional Rent due from the Tenant and the Additional Rent amount paid to the Landlord together with interest at the rate of 1% per month on the actual Additional Rent payable to the Landlord calculated from the time the Additional Rent for the relevant month was payable by the Tenant to the date of payment in the difference of the Additional Rent. 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 8.41) provided by the Tenant or prepared by the public accountant retained by the Landlord (as the case may be), the Yearly Accounts (Clause 8.41) shall take precedence and the amount of Additional Rent shall be adjusted accordingly and the difference must be promptly paid by the Tenant or to the Tenant (as the case may be).

6. **DATE OF POSSESSION** : [**► FOR UNITS WHERE DOP NOT DETERMINED:** Within **seven (7) days** upon Landlord's notification to take possession. ◀] **OR** [**► FOR UNITS WHERE DOP DETERMINED:** <DATE>◀] **OR** [**► FOR RENEWAL:** <N.A>◀]
7. **SECURITY DEPOSIT** : **S\$ <Value> in cash / comprising of S\$ <Value>** in cash and **S\$ <Value>** by way of a bank guarantee issued by a reputable financial institution in Singapore.
8. **ELECTRICITY DEPOSIT** : **S\$ <Value>**
9. **FITTING OUT**
- (a) **FITTING OUT PERIOD** : A rent-free fitting-out period of **four (4) weeks** with effect from the Date of Possession before the commencement of the lease will be granted
- (b) **FITTING-OUT DEPOSIT** : **S\$ <Value>**
- (c) **ESTIMATED VALUE** : **S\$ <Value>**
10. **MINIMUM BUSINESS HOURS** : The Tenant shall keep his business in full operation every day for a minimum period of 10.00 am till 8.00 pm.
11. **SPECIFICATIONS**
- STATION / UNIT NO. : **< Station / Unit No.>**
- AREA (Square Meter) : **<Value>**
- ELECTRICAL LOADING : **<Value> amp**
<Value>phase
- AIRCON COOLING CAPACITY (KW) : **<Value in KW>**
- EXHAUST VENTILATION (CMH) : **<Value>**
12. **AIR-CONDITIONING** : (a) Aircon cooling capacity as set out above is meant to support the Tenant's business operations from 7am to 11pm daily (excluding electrical energy) and the Tenant is solely responsible in ensuring that such cooling capacity is not exceeded. No backup unit will be provided.
- (b) The Tenant shall be required to install and maintain at the Tenant's sole expense, additional air-conditioning for the Premises in the event that the Tenant desires to extend its operation hours past the Minimum Business Hours. Before the installation, the Tenant shall obtain the Landlord's prior written consent and shall comply with all of the Landlord's directions during and after the installation, including but not limited to directions with regard to the location of the additional air-conditioning unit.
13. **PERMITTED USE** : The Tenant shall only use the Premises for the operation of **<trade of business>/** retail of items as stated in the merchandising plan as attached in Appendix 1 of the Letter of Offer under the name of **"<Shop Name>"** as approved by the Landlord.
14. **DATE OF LETTER OF OFFER** : **<Date>**

15 SPECIAL CONDITIONS : <INSERT>

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SCHEDULE 2

Floor Plan and Area – Subject to Final Survey and Changes

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SCHEDULE 3

The term "OUTGOINGS" shall mean all costs (including depreciation and replacement costs), expenses, and any capital expenditure incurred or to be incurred by the Landlord for providing all services, facilities, equipment, additional fixtures, and structures to the common areas of the Station which the Landlord may in their absolute discretion from time to time decide should be provided or which it is possible to provide for the benefit of any tenant, occupier and user of the Station or any part thereof and without prejudice to the generality of the foregoing includes the following:

1. All costs and expenses incurred or incurrable in maintaining, repairing, renewing (and where appropriate) cleaning, repainting and redecorating to such standard as the Landlord may from time to time consider adequate:
 - (a) the structure of the common areas or parts thereof and in particular the roof, ceiling, foundations and walls thereof;
 - (b) the pipes, wires, cables, gutters, sewers, drains and other conducting media in under or upon the Station which shall serve the same; and/or
 - (c) all other parts of the common area or parts thereof;
2. All insurance premiums and other payments in respect of insurances relating to the common area or parts thereof and the machinery, equipment and appliances therein including public risk insurance;
3. All reasonable costs of management, control and administration of the common area or parts thereof including without limitation, the costs of employing such staff as the Landlord may in their absolute discretion deem necessary for the performance of the duties and services in and about the common area or parts thereof including engineers and maintenance staff, and all other incidental expenditure in relation to such employment (including but without limitation the payment of any statutory or other insurance, health, pension, welfare and other payments, contributions, taxes and premiums) and the cost of entering into any contracts for the carrying out of all or any of the said duties and services that the Landlord may at their absolute discretion deem desirable or necessary and the provisions of uniforms, working clothes, tools, appliances and other equipment and materials for the proper performance of their duties;
4. All costs and charges for supplying, operating, periodically inspecting, servicing, repairing, amending or overhauling and maintaining all services provided by the Landlord for the common area or parts thereof including without limitation, firefighting, security and alarm systems, air-conditioning, plant, stand-by generators, and plumbing apparatus, lightning conductor equipment, sprinkler system, electrical and mechanical equipment and other apparatus plant and machinery in the common area or parts thereof and the maintenance, repair, renovation and amortization of the same and all other plant, machinery and equipment, parts, tools, required in connection with any of such services;
5. All costs and charges for the supply of water, lighting, power, air-conditioning and ventilation incurred in connection with the common areas or parts thereof and in particular, but without limiting the generality of the foregoing in connection with the corridors, passages, landings, water-closets, washrooms and lavatories of the common area or parts thereof;
6. All costs and charges for the cleaning of the common area or parts thereof including, but without limiting the generality of the term, landings, water-closets, washrooms and lavatories;
7. All expenses of the Landlord in supplying all toilets requisites in the water-closets, washrooms and lavatories;
8. All payments and fees, whether direct or indirect, paid or incurred by the Landlord to or in respect of any surveyors, accountants, auditors, other professional consultants, servants or any Government authorities or any other person or body whatsoever in connection with the general

management of the common area or parts thereof including without prejudice to the generality of the foregoing the ascertainment of the amount of the service charge and its collection;

9. All costs and expenses incurred or incurable in furnishing (including, but not limited to replacement or renewal of ceilings, light fittings and furnishing) and improvements and decoration of the common area or parts thereof to such standard as the Landlord may from time to time consider adequate;
10. All costs and charges as the Landlord shall deem at their absolute discretion to be appropriate for the landscaping and other environmental improvements on or to the common area or parts thereof and the maintenance thereof;
11. All costs and expenses incurred or incurable in supplying, providing, purchasing, maintaining, renewing, replacing, repairing and keeping in good and serviceable order and condition all fixtures and fittings, bins, chutes, containers, receptacles, tools, appliances, materials and other things which the Landlord may deem desirable or necessary for the maintenance, upkeep or cleanliness of the common areas or parts thereof;
12. All costs and charges for the collection and removal of all sewerage waste and refuse from the common area or parts thereof;
13. All rates, charges, taxes, impositions, duties and assessments now or hereafter during the Term payable by the Landlord in respect of all common area or part thereof not exclusively or ordinarily occupied by a tenant including any part occupied by the Landlord or any servants or agent in connection with the carrying out of all or any of the matters referred to in this Schedule;
14. All sums in each year as the Landlord may decide to set aside to cover repairs, renovations, paintings, replacements and maintenance of a substantial but infrequent or irregular nature of the common area or parts thereof and the plant, machinery and electrical and other apparatus therein including air-conditioning plant, firefighting, security and alarm equipment and depreciation of the same and any replacements thereof;
15. All costs to the Landlord for complying with any statutory requirements in respect of the common area or parts thereof made for the benefit or protection of the occupiers and/or visitors thereto;
16. All items of expenditure incurred by the Landlord in carrying out all other works, acts, matters or things or in providing all such other services or amenities of any kind whatsoever in relation to the common area or parts thereof;
17. Supplying, providing and/or building additional facilities, additional structures and/or additional fixtures to the common area or parts thereof.

SCHEDULE 4

Rules and Regulations of the Station

1. The Landlord shall from time to time specify the operational hours of the Station and the Mass Rapid Transit System ("the said operational hours"). The Tenant shall only conduct, be, or remain open for business at or during the said operational hours.
2. The Landlord shall be entitled to close off, lock-off or otherwise control all entrances and access to the Station, and the common area or any part thereof and to prevent and prohibit any person (including the Tenant) from entering or remaining therein after the said operational hours. The Tenant shall be allowed entry to the Station after the said operational hours only if prior notification has been given to the Station official and entry is subject to the clearance of proper identification papers produced by the Tenant or its agent, employee or representatives to the satisfaction of the Landlord's authorised representative.
3. Notwithstanding anything herein contained, the Landlord may at its discretion close off or lock all entrances and/or access to the Station, the Mass Rapid Transit System, common area or any part thereof in the event of any emergencies.
4. The Tenant shall not enter into the prohibited and/or restricted areas which are only accessible to persons authorised by the Landlord (including but not limited to the staff and/or live areas and substations).
5. The Tenant shall not enter into the areas in the Station in which payment of any fees is required prior to entry nor into any of the vehicles in the Mass Rapid Transit System unless and until payment of the amount and in the mode and manner required by the Landlord or any other statutory body and/or prescribed by the Rules and Regulations herein or any other Rules and Regulations prescribed by the Landlord or any other statutory body, has been made and the proper ticket, receipt or acknowledgement issued to the Tenant.
6. The Tenant shall ensure that its employees, suppliers, contractors, agents etc shall not smoke or carry a lighted pipe, cigar, cigarette in any lift, vehicle, paid area or any part of the common area or the Station or any part thereof where the same is prohibited by notices posted by the Landlord or if prohibited by any authorised representative or employee of the Landlord or any other statutory body.
7. The Tenant or the Tenant's employees or agents shall refrain from passing any article, good, material or substance over the ticket barriers installed in the Station.
8. The Tenant shall ensure that the Tenant'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 Landlord.
9. The Tenant, its employees, agents, suppliers and contractors shall not use the Station escalator for the transportation of goods, material, paints etc.
10. The Tenant shall not obstruct any component of the fire detection/protection system such as smoke or heat detectors, sprinklers and call points.
11. The Tenant shall not store any goods in the switchroom(s).
12. The Tenant shall not remove any fitting from the Mass Rapid Transit System such as sprinkler head, valves, mains switchboard (MSB), metal or fibre plate, speakers, smoke or heat detectors etc without the written approval from the Landlord.
13. The Tenant shall not by means of any machine provided by the Landlord in the Station change any coin or coins or any currency note or notes except for the sole purpose of purchasing a ticket or tickets from the Landlord or any other statutory body in the Station.

14. Lost property in or upon part of the Mass Rapid Transit System shall be handed over by the Tenant to a duly authorised official or representative of the Landlord at the nearest Station and no other person other than an official of the Landlord shall remove from any part of the Mass Rapid Transit System 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 Landlord.
15. The Tenant 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 Station or any appurtenances or conveniences thereto.
16. The Tenant 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 Station generally.
17. The Tenant 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 Station or any part thereof and shall not place upon any sill, ledge or other like part of the Premises, the common area or Station any articles or substance.
18. The Tenant will keep clean and free from dirt and rubbish such parts of the common area or Station or any public footpath or way as immediately adjoin the Premises.
19. The Tenant 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 Landlord reserves the right by its agents and caretaker, employees, servants and/or workmen to enter and fasten the same if left insecurely fastened.
20. The Landlord will provide keys for locks on doors or other openings of the Premises and the Tenant will return to the Landlord on the determination of the Lease 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 Tenant, its servants or agents.
21. No rubbish or waste shall at any time be burnt upon the Premises, the common area, Station or any part thereof.
22. All blinds, shades, awnings, window ventilators and other similar fittings and fixtures installed by the Tenant with the consent of the Landlord in or upon the Premises and visible from outside the Premises shall conform to the reasonable requirements and standards of the Landlord as to design, quality and appearance.
23. Before any machinery, safe or furniture is moved into or out of the Premises due notice must be given to the Landlord by the Tenant and the moving of the same must be done under the supervision of a person nominated by the Landlord and at a time approved by the Landlord and at no other time.
24. The Tenant shall advise the Landlord of the private address of the Tenant or if the Tenant shall be a corporation, of the manager thereof, or if there shall be more than one tenant of any two of them. The Landlord shall promptly be informed of any changes in any such address.
25. The Tenant 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 Station or any part thereof.
26. Written confirmation (signed by the Tenant) shall be given to the Landlord on the handing over of the shop electrical distribution board complete with internal protection plate/shield that the Tenant shall be responsible for ensuring that such protection shield/plate shall not be removed at any time.
27. 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 Landlord and the installation tested by an approved tester.

28. Any alteration/extension carried on the electrical installation without prior written approval of the Landlord shall be deemed to be illegal and shall be removed at the Tenant's costs and expenses.
29. The Tenant shall engage qualified licensed electrical workers/ professionals to carry out periodic checks on the electrical installation and fire detection/protection systems in the Premises, at frequencies in compliance to statutory requirements.
30. The Tenant shall at all times observe and adhere to all rules and regulations of the Singapore Civil Defence Force (SCDF) as they are applicable.
31. The Tenant acknowledges that the Tiong Bahru, Raffles Place, City Hall, Somerset, Newton, Marina Bay, Braddell, Bugis, and Lavender SMRT stations are classified by the SCDF as Civil Defence (CD) Shelters and as such in respect of the Premises that are situated at the aforementioned SMRT station CD Shelters, the Tenant shall at all times comply with the following rules and regulations:
 - (a) Upon notification by the SCDF and or the Landlord, all fixtures, fittings, equipment, partitions and other installed items (except those items designed as shock resistant) shall be removed within 48 hours by the Tenant without damage to the ceilings, walls, floors, doors and other CD fittings and fixtures and at no cost to SCDF and/or the Landlord, to revert the said premises back to CD use in preparation for an emergency situation (as solely determined by the SCDF);
 - (b) All CD fittings and fixtures within the Premises shall remain accessible to the SCDF inspection and maintenance at all times;
 - (c) All technical submissions on proposed conversion works shall be submitted to the SCDF (Fire Safety Consultation Branch) and the Building Control Authority (BCA) for approval prior to the commencement of works; and
 - (d) Both the Landlord and the SCDF shall not be responsible or liable to reinstate or to pay for the cost of reinstatement of the Premises after an emergency situation.

SCHEDULE 5
Special Terms and Conditions

1. Clause 5.1(c) shall be deleted in its entirety and replaced with the following:

"The Rent will be charged from the expiry of the Fitting Out Period, regardless of whether the Tenant is ready for business or commenced business prior to the expiry of the Fitting Out Period."

2. Clause 6.2(f) shall be deleted in its entirety and replaced with the following:

"In the event there are any excess payments made by the Tenant to the Landlord, the Landlord will offset such excess payments with future payments due from the Tenant to the Landlord, including electricity charges."

OR

"In the event there are any excess payments made by the Tenant to the Landlord, the Landlord will offset such excess payments with future electricity charges due from the Tenant to the Landlord."

3. Clause 8.33.1 to 8.33.3 shall be deleted in its entirety.

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