

▶ To use when Tenant is a Company ◀

THIS LEASE AGREEMENT is made the day of 202

Between **STELLAR SG-JP RETAIL PTE. LTD.** (UEN: 201931786R), a company incorporated in Singapore and having its registered office at 2 Tanjong Katong Road, #08-01, Tower 3, Paya Lebar Quarter, Singapore 437161 (hereinafter called "the Landlord" which expression shall where the context so admits include its successors and assigns) of the one part and **<NAME OF COMPANY>** (UEN: <NUMBER>), a company incorporated in Singapore and having its registered office at <Address> (hereinafter called "the Tenant") of the other part.

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

THIS LEASE AGREEMENT is made the day of 202

Between **STELLAR SG-JP RETAIL PTE. LTD** (UEN: 201931786R), a company incorporated in Singapore and having its registered office at 2 Tanjong Katong Road, #08-01, Tower 3, Paya Lebar Quarter, Singapore 437161 (hereinafter called "the Landlord" which expression shall where the context so admits include its successors and assigns) of the one part 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> (hereinafter called "the Tenant") of the other part.

WHEREAS:

- (A) The Land Transport Authority ("LTA") granted a licence to SMRT TEL Pte. Ltd ("SMRT") to operate the Station (as defined in this Lease). Pursuant thereto, LTA also granted SMRT a lease in respect of certain premises within the Station.
- (B) SMRT in turn pursuant to a master sublease agreement (the "Sub-Lease") granted the Landlord the right to manage, market and lease the commercial spaces within the Thomson-East Coast Line Mass Rapid Transit System , pursuant to which the Landlord is permitted to grant retail leases in respect of such premises of which the Demised Premises (as defined in this Lease) comprises a part of.
- (C) The Landlord has agreed to grant a lease of the Demised Premises to the Tenant on the terms and conditions set out in this Lease.

WHEREBY IT IS AGREED as follows:-

- 1. DEMISED PREMISES
 - 1.1 The Landlord shall let and the Tenant shall take for the Term (as defined in Clause 3) at the Base Rent (as defined in Clause 4), Service Charge (as defined in Clause 4), A&P Charges (as defined in Clause 4) and (where applicable) Additional Rent (as defined in Clause 4) and upon the covenants and conditions herein set out in respect of the premises as more particularly described in paragraph 1 of Schedule 1 and delineated and coloured red on the plan annexed hereto in Schedule 2 (for the purpose of identification only)

("Demised Premises") with an area set out therein subject to the Landlord's final survey (if any) being part of the Station as stated in paragraph 2 of Schedule 1 ("Station") together with the right for the Tenant and others duly authorised by the Tenant in common with the Landlord and all others so authorised by the Landlord and all others so entitled thereto at all times during the Term for all purposes connected with the permitted use of the Demised Premises but not for any other purposes.

1.2 This letting is subject to the following rights of the Landlord and SMRT and their respective authorised persons:

- (i) to run the utilities and air-conditioning services (if any) and other services through the conducting media in the Demised Premises;
- (ii) to erect scaffolding for renovating, retrofitting, refurbishing, altering, repairing, cleaning or painting the Demised Premises even if the scaffolding temporarily restricts access to or the use and enjoyment of the Demised Premises; and
- (iii) to enter the Demised Premises according to the provisions of the Sub-Lease.

AREA

2.1 The Area of the Demised Premises is described in paragraph 1 of Schedule 1. The Parties agree that:

- (i) before the Area of the Demised Premises is determined by the Surveyor, the Area shall be known as the Estimated Floor Area; and
- (ii) upon determination of the Area of the Demised Premises by the Surveyor, all references to 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 cost and expense, appoint a registered surveyor (the "Surveyor") to carry out a survey to determine the Area of the Demised Premises. The Landlord shall provide the Tenant with a copy of the certificate from the Surveyor certifying the Surveyor's final determination of the Area of the Demised Premises prior to the Date of Possession (or such later date as the Parties may agree). The Area of the Demised Premises as stated in the Surveyor's certificate shall herein be called the "Surveyed Floor Area". The determination of the Surveyed Floor Area by the Surveyor shall be final, conclusive and binding upon the Parties. Notwithstanding any provisions to the contrary in this 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, there shall be an adjustment in the Base Rent, Service Charge and Security Deposit (collectively, the "Initial Sum") and all other amounts which are affected by Area 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 the 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 Demised 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 Demised Premises as the Tenant has not taken possession of the Demised 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, A&P Charges 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 Demised 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 Demised Premises and shall promptly deliver possession of the Demised 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, A&P Charges 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 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 Demised Premises in accordance with Clause 8.61 and deliver possession of the Demised 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 Demised 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 Clause 2.2.2 shall herein be called the Agreed Floor Area.

2.2.4 Any underpayment in the Initial Sum and all other amounts 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 in the Initial Sum and all other amounts affected by Area shall be applied by the Landlord towards any monies payable by the Tenant for the subsequent months after the Tenant's receipt of the Surveyor's certificate.

3. TERM

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

4. RENT AND SERVICE CHARGE

4.1 The Tenant shall pay to the Landlord:-

- (a) a monthly base rent (the "Base Rent") as provided in paragraph 5(a) of Schedule 1;
- (b) a 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 the Outgoings as set out in Schedule 3;
- (c) a monthly advertising and promotion charge (the "A&P Charges") as set out in paragraph 5(c) of Schedule 1 in respect of the general advertising and promotional services as may be provided during the Term; and
- (d) any additional monthly rent (the "Additional Rent") as provided in paragraph 5(d) of Schedule 1.

4.2 The Base Rent, Service Charge and A&P Charges and any monies owing by the Tenant to the Landlord under this Lease shall be (i) payable by GIRO or in such other manner as directed by the Landlord from time to time and as when notified to the Tenant, (ii) on the dates and in the manner set out in paragraph 5 of Schedule 1, (iii) calculated on a 30 days basis regardless of the number of days in that month and (iv) 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 increase in Service Charge or A&P Charges, the total amount of Base Rent, Service Charge and A&P Charges payable by the Tenant shall be equivalent to the total amount of Base Rent, Service Charge and A&P Charges stated at paragraph 5(a), 5(b) and 5(c) of Schedule 1.

4.3 The Additional Rent shall be (i) payable on the dates and in the manner set out in paragraph 5 of Schedule 1 and (ii) where applicable, pro-rated for any period less than a calendar month (such pro-rating to be calculated on a 30 days basis regardless of the number of days in the month).

5. FITTING OUT

5.1 The Tenant shall take possession of the Demised Premises on the date specified in paragraph 6 of Schedule 1 (the "Date of Possession") or if not stated, then the Landlord shall give the Tenant at least 14 days' written notice of the Date of Possession. The Tenant shall be deemed to have taken possession of the Demised Premises on the date set out in the Landlord's notice regardless of whether the Tenant has actually done so. The Landlord shall not be liable in the event that the Tenant delays taking possession.

5.2 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 "Fitting-Out Works"). The Base Rent, Service Charge and A&P Charges will be charged from the expiry of the Fitting-Out Period, regardless of whether the Tenant is ready for business.

During the Fitting-Out Period, the Demised Premises will only be used for the purposes of carrying out the Fitting-Out Works. Without prejudice to the foregoing, in the event that the Tenant completes the fitting out works prior to the expiry of the Fitting-Out Period, the Tenant may subject to giving at least three (3) business days prior written notice to the Landlord commence business operations at the Demised Premises; and in such event, the Tenant shall pay Service Charge and A&P Charges at the rate prescribed in this Lease as from the commencement date of business and any stamp duty arising from the payment of Service Charge and A&P Charges during the Fitting-Out Period.

- 5.3 The Demised Premises will be handed over to the Tenant in its "as is, where is" condition and the Landlord shall not be obliged to provide any other item or works.
- 5.4 The Tenant shall carry out the Fitting-Out Works in the Demised Premises at its own expense and shall obtain all necessary approvals and licences (if any) from the relevant authorities at the Tenant's own cost and absolute responsibility in order to carry out the Fitting-Out Works.
- 5.5 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 .
- 5.6 To keep with the overall image of the retail floor, the Tenant shall spend at least S\$60 per square foot (or such other sum as the Landlord may instruct in writing) for the Fitting-Out Works. Upon the Landlord's request, the Tenant shall forthwith provide the Landlord with all relevant documents as proof of such expenditure.
- 5.7 The Tenant shall before commencing Fitting-Out Works in accordance with this Clause, pay the Fitting-Out/Reinstatement Deposit specified in paragraph 9(b) of Schedule 1 as security for the due performance by the Tenant of the following obligations:
- (a) to make good to the Landlord's satisfaction all damage to the Demised 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 option, without being obliged to do so, arrange for the removal of the same off-site by its contractor and the costs therefore shall be borne by the Tenant; and
 - (c) to comply with the requirements and abide by the terms set out in this Lease and the Tenants' Fitting-Out Manual.
- 5.8 The Fitting-Out/Reinstatement Deposit will be refunded to the Tenant only upon the expiration of the Term free of interest less any amounts forfeited due to the Tenant's non-compliance with the aforesaid obligations.
- 5.9 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 and with

such insurers and named insured as the Landlord shall require, which shall not exceed S\$3,000,000.

5.10 Any delay in carrying out or completing the Fitting-Out Works shall not be a ground for postponing the commencement date of the Term or the payment of Base Rent, Service Charge and A&P Charges 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.

ACTUAL DECLARED
VALUE

- 5.11 (a) The Tenant shall declare to the Landlord the actual value of the Tenant's Capex Works ("Actual Declared Value") in writing not later than 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":
- (i) refers to capital expenditure works (including external design fees but excluding salvageable items) carried out by the Tenant on the Demised Premises during the Fitting Out Period. Where the Tenant is renewing an existing lease, Tenant's Capex Works shall refer to capital expenditure works (including external design fees but excluding salvageable items) carried out by the Tenant at the time of renewal in order to repair, improve, upgrade or refresh the Demised Premises.
 - (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 5.11(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 5.11(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 5.11(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

6.1.1 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 on or in respect of the Base Rent, Service Charge and A&P Charges and all other monies due and payable under this Lease;
- (b) such monies are required to be paid under the provisions of this Lease and/or under any statutory provision or enactment including all taxes or impositions by whatever name called levied or imposed on all the services supplied (whether by the Landlord or otherwise) to the Demised Premises or in respect thereof (or, if not levied or imposed separately in respect of the Demised Premises, then a proportionate part of such taxes or impositions) and any increases thereon;

irrespective of whether such taxes, duties, assessments or impositions are levied or imposed during the Term or after the expiry or earlier determination of the Term or retrospectively.

6.1.2 The Base Rent, Service Charge and A&P Charges and other sums expressed to be payable by the Tenant under this Lease shall be exclusive of any applicable goods and services tax, value added tax or such other consumption tax, imposition, duty and levy whatsoever (hereinafter collectively called "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 Base Rent, Service Charge and A&P Charges 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.

6.1.3 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 making of that 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 required or made.

ELECTRICITY
CHARGE

6.2 (a) The Tenant shall pay direct to the Landlord for the monthly consumption inclusive of prevailing taxes of electrical energy (KWH) for lighting, air-con and power outlets used for the Demised Premises

and maintain a separate account/deposit with the Landlord for this purpose. The amount of electricity deposit shall be the amount specified in paragraph 8 of Schedule 1 and shall be refunded upon the expiration or sooner determination of this Lease without interest.

- (b) The Landlord shall charge the Tenant for the Tenant's KWH energy consumption based on prevailing low tension tariffs charged by SP Services Ltd to SMRT and subsequently charged to the Landlord by SMRT. The Tenant shall ensure that all appliances, fittings and devices used in the Demised Premises suit 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 energy bill 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 meters, the Landlord (or the Tenant if so required by the Landlord) shall arrange to verify the accuracy of the meters. If the inaccuracy is not more than $\pm 2.5\%$ the party which disputes the accuracy shall bear the costs of such test.
- (e) For the purposes of this Clause, the Tenant agrees to the arrangement 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 is read. In the event of any dispute, the Tenant shall notify the Landlord within one (1) month of the invoice and the Landlord shall arrange with SMRT for the Tenant to personally verify the meter reading. In such event, all administrative costs arising from the Tenant's personal verification of the meter reading shall be borne by the Tenant.
- (f) If the inaccuracy exceeds $\pm 2.5\%$, 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 whole installation, electrical installation within the Demised 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 SMRT or the Landlord is not on the En-Bloc Contestability Scheme, the Tenant shall inform the Landlord of the Tenant's chosen open electricity market retailer and shall bear all costs and expenses incurred.
- (i) The Tenant taking electrical supply of 60 Amperes 3-Phase (45 KVA) and above shall engage their own licensed electrical worker for the

application of a licence for the operation of the electrical installation within the Demised Premises.

7. COMPLIANCE WITH THE LANDLORD'S OBLIGATIONS

7.1 The Tenant shall perform and observe all the terms covenants conditions and stipulations on the part of the Landlord to be performed and observed insofar as such terms, covenants, conditions and stipulations regarding the Station and/or the Demised Premises are imposed by SMRT, LTA and/or the President of the Republic of Singapore and his successors in office (hereinafter called "the Lessor") together with such variations, amendments or modifications thereto as may be required thereto by virtue of any existing written agreement, lease, laws, by-laws, rules or regulations.

7.2 The Tenant shall not cause or do or suffer to be done any act or thing which may as between the Landlord, SMRT and/or the Lessor constitute or cause a breach by the Landlord of any of the said terms covenants conditions or stipulations on the part of the Landlord to be observed or performed but shall do or permit to be done any act or thing to comply with or to prevent a breach of any of such terms covenants conditions or stipulations with no liability on the part of the Landlord, SMRT and/or the Lessor for any inconvenience loss damage costs expense or compensation whatsoever in the event that the Landlord, SMRT and/or the Lessor or their respective servants or authorised agents with or without workmen tools and equipment should enter upon the Demised Premises to do any act or thing which the Landlord, SMRT and/or the Lessor is entitled to do by virtue of any existing written lease laws by-laws rules or regulations.

8. TENANT'S COVENANTS

The Tenant hereby agrees with the Landlord as follows:-

SECURITY DEPOSIT 8.1 To maintain throughout the Term a sum in such form as stated in paragraph 7 of Schedule 1 equivalent to three (3) months' Base Rent, Service Charge and A&P Charges and (where applicable) Additional Rent (the "Security Deposit") by way of deposit as security for the due observance and performance by the Tenant of all and singular the several covenants conditions and stipulations on the part of the Tenant herein contained which Security Deposit shall not be deemed to be or treated as payment of Base Rent, Service Charge and A&P Charges or (where applicable) Additional Rent by the Tenant and if the Tenant shall fail to perform and observe any of the said covenants conditions and stipulations 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 the purpose) but the Tenant shall not be entitled to deduct or set off from any rental or payments due hereunder all or any part of the Security Deposit Provided Always that if the Tenant shall duly perform and observe the said covenants conditions stipulations as aforesaid 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 and Fitting-Out/Reinstatement Deposit to the Tenant free of interest and less any amounts forfeited as aforesaid within thirty (30) days after the Tenant shall have duly delivered to the Landlord vacant possession of the Demised Premises. 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 give as further Security Deposit the amount so forfeited. Upon revision of the Service Charge or in the event the Base Rent, Service Charge and A&P Charges and/or (where applicable) Additional Rent shall be increased in accordance with the provisions of this Lease then the Security Deposit shall be increased by an amount corresponding to the difference between the aggregate of Three (3) months' Base Rent, Service Charge and A&P Charges and (where applicable) Additional Rent payable immediately after such increase and the amount of the Security Deposit held by the Landlord immediately prior to such increase.

INCREASE IN
PROPERTY TAX

8.2 During the Term to 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 Demised Premises. In the event of the Demised 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 Demised 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 To 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 supplied and metered separately to the Demised Premises which shall be consumed by the Tenant and charged by SP Services Ltd, the Landlord or other appropriate authority to the Tenant, and in the event of such water, gas, electricity and other services not being supplied and metered separately to the Demised Premises to pay to the Landlord a proportionate part of the costs thereof, such costs to be calculated by the Landlord and notified to the Tenant in writing and such notification shall be accepted by the Tenant as final and conclusive as to the amount thereof and in the event of SP Services Ltd, the Landlord or other appropriate authority responsible for the supply of electricity, gas, water and any other services supplied and used in the Station increasing the charges thereof, the Tenant shall pay to the Landlord a proportionate part of such increased costs as calculated by the Landlord and notified to the Tenant in writing which notification shall be accepted by the Tenant as final and conclusive as to the amount thereof Provided Always that the Landlord shall not be responsible or liable to the Tenant in any manner in the event of any breakdown in the supply of water, gas, electricity and/or other services to the Demised Premises.

INSTALLATION OF
CIRCUIT BREAKER

8.4 To 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.

INSTALLATION OF
TELEPHONE

8.5 (a) To install at the Tenant's own cost and expense all telecommunication equipment and devices (as the Tenant may require) in accordance with the Tenant's Fitting-Out Manual.

		(b)	Before the Tenant applies to the Singapore Telecommunications Ltd or other appropriate authority for the installation of telecommunication equipment and devices, the Tenant shall submit for the approval of the Landlord or its engineer such plans in accordance with the Tenant's Fitting- Out Manual.
ALARM SYSTEM	8.6		Not to affix or caused to be affixed any alarm systems, door bells, hidden cameras or any other security devices in or around the Demised Premises without first obtaining the written permission of the Landlord.
FIRE-PROTECTION SYSTEM	8.7.1		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 of the Lease there is in the Demised 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 fire extinguisher is expired and the Landlord issues a written notice and the Tenant fails to rectify within ten (10) days then the Landlord shall have the right to engage third party to rectify such faults and the Tenant shall be liable to pay for such rectification.
	8.7.2		The Tenant shall maintain the fire protection/fire alarm components/items within the shop unit (e.g. sub-alarm panel, fire detectors, alarm bells, sprinkler head, sprinkler pipe, flow switch and hose reel).
	8.7.3		The Tenant shall provide access and conduct the testing of the fire protection system within the shop unit to facilitate the yearly fire certificate, under the Fire Safety Act, of the Station conducted by LTA and/or SMRT and the appointed registered inspector.
ADDITIONAL COOLING EQUIPMENT	8.8		The Tenant shall be responsible for installing its own air-conditioning units in the Demised Premises at its own cost and expense, and to this end, the Tenant shall obtain the Landlord's prior written approval in connection with the installation of such units in the Demised Premises. The Tenant shall carry out regular maintenance of the air-conditioning units installed in the Demised Premises.
SECURITY OF DEMISED PREMISES	8.9	(a)	The Tenant shall be responsible for the security of the Demised Premises. The Tenant shall ensure that all doors and windows of the Demised Premises are safely and properly locked and secured when the Demised Premises are not occupied.
		(b)	The Landlord reserves the right by its authorised agent, caretaker, employees, servants and workmen to enter and fasten the same if the Demised Premises are left insecurely fastened. The Landlord shall not be held liable for any unlawful entry into the unit with the use of any duplicated keys. The Tenant is advised to use an additional padlock or to change the existing key cylinders for the unit's doors, if any. Written permission must be obtained from the Landlord for change of key cylinders.
LIGHTING IN THE DEMISED PREMISES	8.10		To keep the Demised Premises well and sufficiently lighted throughout the Business Hours as specified in paragraph 10 of Schedule 1.
NOT TO OBSTRUCT LIGHT AND VENTILATION	8.11		Not to 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 or ventilating shafts or air inlets or outlets which reflect or

admit light or enable air to flow into or out of the Demised Premises or any part of the Station.

- PERMITTED USE 8.12 (a) The Demised Premises shall be used solely for the purposes stated in the Tenant's 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 cost and absolute responsibility. Copies of all necessary approvals and licenses (if any) shall be given to the Landlord within fourteen (14) days of the receipt by the Tenant of such approvals and licenses, in any event prior to the Term Commencement Date. The Tenant shall not deviate from the approved use or permit the Demised Premises to be used for any purpose without the prior written consent of the Landlord.
- (b) The Tenant shall commence business in the Demised Premises fully fixtured stocked and staffed in accordance with Clause 8.12(a) on the Term Commencement Date. If the Tenant shall fail to commence business as provided herein for any reason whatsoever without the Landlord's consent, the Landlord, in addition to the remedies herein provided, may terminate this Lease upon not less than seven (7) days' written notice to the Tenant unless the Tenant commences business fully stocked, fixtured and staffed before the expiration of the said written notice.
- PROHIBITED USE 8.13 (a) Not to reside in or permit any person to reside in any part of the Demised Premises or use the same or permit the same to be used for dwelling purposes.
- (b) Not to use the Demised Premises, common area and/or the Station or any part thereof:-
- (i) for the cooking or preparation of food or the manufacturing of goods unless prior written consent of the Landlord has been obtained or is permitted as per the Tenant's merchandising plan annexed to the Letter of Offer;
- (ii) in any way connected with gambling or betting other than the types of legalized gambling as approved by the government authorities;
- (iii) for the sale or distribution of any food or drinks without the prior written consent of the Landlord. The sale or distribution of any alcohol, wine, spirits, chewing gum (with the exception of chewing gum for medicinal purposes), cigarettes, tobacco and any combustible materials is strictly prohibited within the Demised Premises, the common area and the Station unless the prior written consent of the Landlord is obtained, such consent being at the sole and absolute discretion of the Landlord; and
- (iv) any sale or display of pirated, anti-racial and pornographic or related products and materials.
- (c) Not to use, exercise or carry on or permit or suffer to be used in or upon the Demised Premises or any part thereto any obnoxious, noisome or offensive art, trade, business, occupation or calling.

		(d)	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 stores and only a total amount of not more than 10 litres is permitted for display purposes at any one time.
NO STORAGE OF PROHIBITED MATERIALS	8.14	(a)	Not to store or bring upon the Demised Premises or any part thereof arms, ammunition or unlawful goods, gun-powders, salt-petre, chemicals, petrol, kerosene, gas or 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 and not to place or leave in the entrance of passages corridors pavements or other common parts of the Station any boxes or rubbish or otherwise encumber the same Provided Always that if combustible or inflammable materials are stored in the Demised Premises or any part thereof with the consent in writing of the Landlord any increase in the premium of fire or other insurance as may have been taken out by the Landlord shall be borne by the Tenant.
		(b)	Not to allow or permit or cause to flow out of the Demised Premises to the common area, Station, the System and/or any part thereof, any water (including rain-water), fluids, sewerage, drainage, waste or offensive matter.
UNLAWFUL PURPOSES	8.15		Not to use the Demised Premises or any part thereof for any unlawful or immoral purpose and not to 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 Demised Premises or of other parts of the Station or of other buildings adjoining the Station.
TOUTING	8.16		Not to carry out or allow to be carried out any touting canvassing peddling or soliciting for business outside the Demised Premises at any time.
NOT TO CARRY ON AUCTION SALE	8.17		Not to use or permit or suffer the Demised Premises or any part thereof to be used for or conduct:-
		(a)	an 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 prior written consent of the Landlord;
		(b)	a store for the sale of second hand goods or surplus articles, insurance salvage stock or bankruptcy stock;
		(c)	any wholesale business.
SALES PROMOTION	8.18	(a)	The Tenant shall 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. In all cases, not to exhibit any signage showing the words "Clearance" or "Closing Down" or like words or expressions.
		(b)	The Tenant shall 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) The Tenant shall also, at the Landlord's reasonable request, forthwith enrol, use and/or participate in any and all Point of Sale systems as set out in Clause 8.66 or such like systems and/or loyalty program that the Landlord may in its discretion, implement or require.
 - (d) The Tenant shall not use the Demised Premises for advertising or promotion except with respect to the permitted use of the Demised Premises.
- CLEANING 8.19
- (a) Not to employ or continue to employ in or about the Demised Premises any cleaners other than the cleaning contractors authorised by the Landlord to carry out the cleaning work in the Station Provided Always that the Landlord shall not be liable for any misconduct or negligent acts or defaults of the said cleaning contractors. Any cleaners so employed by the Tenant for the purposes of cleaning the Demised Premises shall be at the sole expense and responsibility of the Tenant.
 - (b) To allow the person for the time being having the contract for the cleaning of the Station and his servants workmen employees agents contractors and sub-contractors free ingress and egress to the Demised Premises if necessary for the purpose of cleaning, maintaining and up-keeping of the common area of the Station.
 - (c) Not to 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 expense directly into proper rubbish bins or other containers in the designated bin centres provided by the Landlord.
- CLEANING OF DRAINS 8.20
- To pay on demand to the Landlord the cost incurred by the Landlord in cleaning any drains choked or blocked up owing to careless use by the Tenant or its employees agents contractors invitees and/or licensees.
- TO REPLACE BROKEN GLASS 8.21
- The Tenant shall make good and reimburse the Landlord, including replacing at prevailing requirements, any breakage, defect or damage to any glass window, glass door, glass wall or glass panel of the Demised Premises and all damaged or broken lighting and electrical equipment (including light bulbs and florescent tubes) installed in or about the Demised Premises thereof occasioned by want of care, misuse, or abuse on the part of the Tenant or the Tenant's servants, agents, independent contractors, sub-contractors or licensees.
- KEEP IN TENANTABLE REPAIR 8.22
- (a) To keep the interior of the Demised Premises and the Landlord's fixtures and fittings therein if any including without limiting the generality of the foregoing, 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 Demised Premises in good clean tenantable substantial and proper repair and condition (fair wear and tear alone excepted)

and to so maintain the same at the expense of the Tenant. The Tenant particularly agrees:-

- (i) to be wholly responsible for any damage or injury caused to any other person whomsoever directly or indirectly through the defective or damaged condition of any part of the interior and/or exterior of the Demised 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 Demised Premises and/or the Station and/or to the Landlord's fixtures and fittings, if any by the transportation of the Tenant's goods or effects or as a consequence of any neglect or malicious act or default of the Tenant its employees agents contractors invitees and/or licensees.
- (b) So often as the Landlord may require in writing during the Term, the Tenant shall paint, colour and paper the Demised Premises with such materials and to such standards as determined by the Landlord.

NOTICE TO
LANDLORD OF
DAMAGE OR
DEFECTS

8.23

The Tenant will 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 Demised Premises or any notice or order from any government agency which relates to the Demised Premises (and a copy of such notice or order shall be given to the Landlord) or of any and of any circumstances likely to be or cause any danger, risk or hazard to the Demised 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 Demised 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 or times for any reason whatsoever.

LANDLORD'S RIGHT
OF ENTRY TO
EXAMINE AND TO
REPAIR

8.24

To permit the Landlord, LTA and/or SMRT and their duly authorised agents with or without workmen and others and with or without appliances at all reasonable times to enter upon the Demised Premises to examine the state and condition thereof and to do such works and things as may be required for any repairs, alterations or improvements to the Demised Premises or any other part or parts of the Station. The Tenant shall allow the Landlord, LTA and/or SMRT to take all materials into and upon the Demised Premises that may be required for such repairs, alterations or improvements to the Demised Premises without the same constituting an eviction of the Tenant in whole or in part and the Base Rent, Additional Rent and the other charges reserved shall in no way abate whilst inspections, repairs, alterations or improvement works which the Landlord, LTA and/or SMRT may consider necessary hereunder are being made, by reason of loss or interruption of business or otherwise. The Tenant shall forthwith repair and mend in a proper and workmanlike manner any defects for which the Tenant is liable and of which written notice shall be given to the Tenant or left on the Demised Premises and to pay the Landlord's

reasonable costs of survey or otherwise in respect of the preparation of any such notice, and if the Tenant shall not within forty-eight (48) hours after the service of such notice proceed diligently with the execution of such repairs or works, then the Landlord may enter upon the Demised Premises and execute such repair or works and the costs thereof.

CONDUCT OF
BUSINESS

8.25 Not to utilise any unethical business practice or conduct the business of the Tenant in such manner as to prejudice the goodwill and reputation of the Station and/or the Landlord in particular but without limiting the generality of the foregoing:-

- (a) to discontinue any business practice whether through advertising, selling procedures or otherwise which may harm the business or reputation of the Landlord or reflect unfavourably on the Station, the Landlord or other tenants of premises in the Station or which may confuse, mislead or deceive the public.
- (b) to ensure that all persons (including but not limited to the employees servants and/or agents of the Tenant) serving the public/customers of the Station are clean sober and properly attired during the operating days and hours and that they conduct themselves in a proper manner at all times in the Demised Premises or any part of the Station and if such conduct within the Demised Premises or any part of the Station is in the opinion of the Landlord, SMRT and/or LTA considered disorderly, undesirable or detrimental to the interests of the Landlord, SMRT and/or LTA and/or the tenants or occupants of other parts of the Station, such employees servants and/or agents of the Tenant shall at the request of the Landlord be dismissed from employment with the Tenant, subject to the Landlord's express consent for appropriate measures to be taken to avoid future disorderly, undesirable or detrimental conduct.
- (c) to appoint a responsible and diligent manager to supervise the conduct of the business operations within the Demised Premises and to provide the particulars of the manager so employed to the Landlord as the Landlord may from time to time request.
- (d) to be responsible to the Landlord at all times for the prevention in the Demised Premises of any disorderly conduct or any conduct which might lead to a breach of any of the Tenant's covenants stipulations and conditions herein contained.
- (e) to keep the display windows and signs (if any) on the Demised Premises well lit.
- (f) to 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 Demised Premises;
- (g) to store only such goods on the Demised Premises as are reasonably required for the Tenant's business;

- (h) not to use the Demised Premises or any part thereof other than for the purposes of the Tenant's business as stated in Clause 8.12 herein and to conduct the business thereof or cause the same to be conducted in a lawful and orderly manner and to preserve and cause to be preserved the prestigious character of the Station and/or the Landlord, SMRT and/or LTA and so to manage and control the same or cause the same to be so managed and controlled so that nothing shall be done permitted or omitted:
- (i) contrary to any statutory provision or regulation for the time being in force; or
 - (ii) whereby any notice or complaint shall be given or made by any person with regard to the Demised Premises or the said business; or
 - (iii) whereby any nuisance or disturbance may be caused 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 Demised Premises or any part thereof in the name of the whole and thereupon this Lease shall absolutely cease and determine but without prejudice to the right of action of the Landlord in respect of unpaid Base Rent, Service Charge and A&P Charges or any antecedent breach of the Tenant's covenants herein contained.

Provided Always that if in the opinion of the Landlord the Tenant shall fail 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 in breach of this Lease.

BUSINESS HOURS AND TRADING STANDARDS	8.26	The Tenant shall at all times during the Term, open and keep the Demised Premises open for business and in full operation in accordance with the Minimum Business Hours stipulated in paragraph 10 of Schedule 1 herein.
SIGNBOARD	8.27	Not to affix, paint or otherwise exhibit or permit to be affixed, painted or otherwise exhibited to or upon any part or on the exterior of the Demised Premises or on the windows or doors thereof or in or about any part of the Station without the prior written consent of the Landlord 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 shall be approved in writing by the Landlord, such consent not to be unreasonably withheld. The costs for making such nameplate or signboard shall be borne by the Tenant and placed at a spot to be indicated by the Landlord.
UNSIGHTLY SIGNS	8.28	Not to erect or install any sign, device, furnishing ornament or object which is visible from the street or from any other building and which, in the opinion of the Landlord, is incongruous or unsightly or may detract from the general appearance of the Station.
DECOR AND DESIGN	8.29	To ensure that the decor and design of the exterior of the Demised 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.

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| FRONTAGE | 8.30 | Not to change or in any way vary the frontage of the Demised Premises and the entrance door provided or approved by the Landlord in accordance with the Tenant's Fitting-Out Manual for access to the Demised 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 first having obtained the written consent of the Landlord. |
| LOADING /
UNLOADING AREA | 8.31.1 | The Tenant shall not allow any loading, unloading, receipt, delivery, transportation, or other movement (hereinafter collectively referred to as "Transportation") of goods, wares, articles, merchandise, stock-in-trade, materials or substances (hereinafter collectively referred to as "Goods") in the Station or the common area except through and along the entrances, exits, corridors and area in the Station or the common area 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. |
| | 8.31.2 | 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 Demised Premises and the common area during the course of or resulting from such Transportation, and shall fully and effectively 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. |
| DELIVERY OF
GOODS,
MERCHANDISE | 8.32 | To observe or cause to be observed the Landlord's instructions and directions as the Landlord may from time to time specify in respect of the delivery and Transportation of goods merchandise products and/or supplies to be used by the Tenant for its business on the Demised Premises. |
| PARKING OF TRADE
VEHICLE | 8.33 | The Tenant shall not permit trade vehicles to be driven, parked or stopped at any place or time within the Station or along the frontage thereof or in backlanes appurtenant thereto or adjoining the same except at such loading area designated by the Landlord (hereinafter called "the loading area") and except as at such time or times as the Landlord may specifically allow and the Tenant shall prohibit its employees, service suppliers and others over whom it may have control from parking delivery vehicles during loading or unloading in any place other than the loading area and from obstructing in any manner howsoever the entrances, exits and driveways in and to the common parking area and also the pedestrian footways in or to the common area and/or the Station. 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 | 8.34 | Not to erect or place upon within the Demised Premises any radio or television aerial or antenna or any loudspeakers screens or similar devices or equipment without the Landlord's prior written consent and not to use or permit to be used any radio, television or other similar media or equipment likely to be heard or seen from outside the Demised Premises without the like consent from the Landlord Provided Always that any consent so given as aforesaid may at any time be withdrawn when the Landlord decides to do so, having regard |

to the interests of the Station as a whole and/or the rights or interests of other purchasers tenants occupiers or persons lawfully therein.

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| SOUND NUISANCE | 8.35 | Not to do or produce or suffer or permit to be done or produced any music noise (including sound produced by broadcasting from television, radio or any apparatus or instrument capable of producing or reproducing music and sound) or other acts or things in or on the Demised Premises which is/are or may be a nuisance or annoyance to the Landlord or to tenants or occupiers of adjacent or neighbouring premises. In particular, not to 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 | 8.36 | Not to keep, permit or suffer to be kept or brought upon the Demised Premises any animals fishes reptiles birds insects pests vermin or other livestock whatsoever and to take all reasonable precautions to keep the Demised Premises free of rodents insects and other pests. |
| INFECTIOUS DISEASE | 8.37 | The Tenant shall in the event of any infectious illness occurring in the Demised Premises forthwith give notice thereof to the Landlord and to any competent authority and shall at the cost and expense of the Tenant thoroughly fumigate and disinfect the Demised Premises to the satisfaction of the Landlord and any competent authorities and otherwise comply with their reasonable and lawful requirements in regard to the same. |
| LITTER | 8.38 | To keep the Demised 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 (and in particular wet waste) in proper receptacles and to arrange for the regular removal thereof from the Demised Premises and not to throw, place or allow to fall or cause or permit to be thrown or placed in the common area including the lift shafts, water-closets, lavatories, conveniences or other services in the Station, trade waste, sweepings, rubbish, waste paper 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 including the lift-shafts, water-closets, lavatories, conveniences or other services caused by the misuse of such facilities by the Tenant or by any of the Tenant's employees or visitors and in the event the Tenant is in breach of this provision to pay the Landlord's cost and expense for the clearance of rubbish and trade waste of the Tenant. |
| NO BURNING OF INCENSE JOSS STICKS OR ALTAR | 8.39 | Not to burn any incense or joss sticks in, outside or around the Demised Premises or any other part of the Station or cause or permit any odours or smells to be produced or permeate or emanate from the Demised 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 Demised Premises. |
| NOT TO OBSTRUCT COMMON AREA | 8.40 | Not to permit or cause to be permitted the placing or parking of bicycles, motor cycles or scooters, trolleys and other wheeled vehicles and/or the stocking or storage or display for sale or littering of goods or things in the common area of the Station including but not limited to the entrance, halls, corridors, passage-ways, pavements leading to the Demised Premises or otherwise and the car parking area and to keep all such internal and external parts of the Station clear and free of all obstruction at all times. |

USE OF TOILETS	8.41	Not to 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 to ensure that the lavatories and water apparatus used by the Tenant, its servants, agents and visitors are used only for the purpose for which they are designed in a proper manner and that they are not damaged or misused by any of the Tenant's servants, agents, visitors and patrons.
TAPS AND WASH BASINS	8.42	To keep all taps washbasins water closets sinks cisterns pipes wires conduits fittings and apparatus within or exclusively serving the Demised Premises clean and in good order and repair and to make good all damage caused to the Demised Premises or to any other part of the Station through improper use or by the negligence of the Tenant or of any person for the time being in or using the Demised Premises.
NAME OF THE STATION	8.43	Subject to Clause 8.44 hereof, to include the name of the Station or such other name as the Landlord may from time to time assign and inform, in advertising the Tenant's business in all newspapers press and public media and in its advertising letterheads shopping bags and other promotional materials unless the Landlord decides otherwise.
USE OF THE LANDLORD'S NAME OR LOGO	8.44	Not to use the name or logo of "SMRT" or "SMRT TRAINS LTD" or "STELLAR SG-JP RETAIL" or "STELLAR RETAIL" and/or the like, without the Landlord's prior written consent, as a part of the Tenant's name or trade name or to use any picture or likeness of the Station or of the Demised Premises in the Tenant's logo, trade mark or other mark, sign or emblem whether for the purpose of the Tenant's trade or otherwise provided that the Tenant may incorporate references to and illustrations and sketches of the Station in any vouchers, catalogues, advertisements or sales promotion materials relating to the business carried on by the Tenant in the Demised Premises, and if with the prior written consent of the Landlord, the Tenant's logo, trade mark or other mark, sign or emblem shall include any picture or likeness of the Station or of the Demised Premises the Tenant will upon the cessation of the Tenant's business in the Demised Premises or upon the Tenant selling or otherwise disposing of the Demised Premises take immediate steps effectually to remove such name from the Tenant's name or such picture or likeness of the Station or of the Demised Premises from the Tenant's logo, trade mark or other mark, sign or emblem.
PUBLICITY MATERIALS	8.45	To exhibit on the Demised Premises any poster sign publicity material and/or distribute any brochure leaflet pamphlet and/or material as and when required by the Landlord.
NO ADVERSE PUBLICITY	8.46	Not to advertise the Tenant's business or participate in any form of publicity or promotion which the Landlord in its absolute discretion considers detrimental to the Station and/or the Landlord.
ENCROACHMENT	8.47	<p>(i) The Tenant shall display all merchandise strictly within the boundary of the Demised Premises and shall not, in any manner whatsoever, encroach on the surrounding premises (and its airspace) outside the Demised Premises.</p> <p>(ii) In the event that the Tenant is found to have breached Clause 8.47(i), the Landlord may at its discretion, issue a warning letter to inform the Tenant of this breach and to rectify the same and the Tenant shall forthwith take all necessary actions to rectify such breach within seven (7) days of the Landlord's warning letter and shall inform the</p>

Landlord in writing of such rectification. In the event the Tenant fails to rectify the breach within the stipulated time, the Landlord may at its discretion, issue a second warning letter allowing the Tenant an additional period of 7 days to rectify the breach and should the Tenant fails to rectify the breach within the stipulated time-frame, the Landlord may carry out inspections and, without prejudice to any of its rights and remedies under this Lease, impose an administrative charge of Singapore Dollars Two Hundred and Fifty (S\$250.00) (the "Administrative Charge") for each and every inspection carried out until such breach is rectified. Any and all administrative charges 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. For the avoidance of doubt, the Landlord shall not be obliged to give any warning letters and shall have the right at any time, exercise its rights and remedies (including but not limited to that as set out in Clause 10.1) under this Lease.

- (iii) For the avoidance of any doubt, any breach of a similar nature under this Clause 8.47 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

8.48

Not to make or permit to be made any alterations in or additions to the Demised Premises or any part thereof 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 first obtained the written consent of the Landlord, which consent if given shall be on such terms and conditions as the Landlord may in its absolute discretion impose and in the event such consent is given, the Tenant shall obtain at its own expense all necessary planning permission and other written permission necessary under the provisions of any statute rule order regulation or bye-law applicable thereto and shall carry out at the Tenant's own costs and expenses 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, such request to be made at least one (1) month before the determination of the Term) the Tenant shall remove at its own costs and expenses all such alterations in or additions to the Demised Premises or such part or parts thereof as determined by the Landlord at its absolute discretion whether constructed by the Tenant or by any previous tenants so as to restore the Demised Premises to its original state and condition. For the avoidance of doubt, the Demised Premises shall not be partitioned without the prior written consent of SMRT and the Landlord.

Notwithstanding any of the provisions herein, the Tenant acknowledges that the Landlord is required to obtain the prior written consent(s) from SMRT and/or LTA in connection with the Tenant's alterations and/or additions plans, and agrees to promptly reimburse in full the Landlord's cost and expense in obtaining such written consent(s) upon request.

CHANGE OR
REORGANISATION
OF TENANT'S
BUSINESS

8.49

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 prior written consent of the Landlord.

CHANGE OF ADDRESS AND SHAREHOLDING 8.50 To advise the Landlord in writing of any change in the address or registered office, as the case may be, of the Tenant and if the Tenant is a company not to effect any substantial change in the shareholding of the Tenant without the prior written consent of the Landlord. For purposes of this 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.

YEARLY ACCOUNTS 8.51.1

- (a) Where applicable, 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, a statutory declaration by the Sole Proprietor of the Tenant, the Partners of the Tenant, the Director of the Tenant or the Certified Public Account of the Tenant declaring the accuracy of the submission to the Tenant's 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 expiration or earlier determination of this Lease, the costs of the annual audited accounts 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 no 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 the annual audited accounts at the Tenant's cost, certified by a Certified Public Accountant of the Tenant.
- (d) With respect to (a), (b) and (c) above, in the event that the Term Commencement Date falls on a day other than the first day of the calendar year then the audited accounts shall commence from the period from the Term Commencement Date up to the day immediately before the first day of the next calendar year. In the event that the expiration or sooner determination of this Lease ends on a day other than the end of the calendar year then the last audited accounts shall commence from period from the first day of that calendar year up to the day of the expiration or sooner determination of this Lease.

8.51.2 Until all relevant statutory declarations or annual audited accounts (as the case may be) in respect of the Demised Premises have been submitted to the Landlord, the Security Deposit set out in Clause 8.1 shall not be refunded to the Tenant.

8.51.3 In the event that the Tenant fails to provide the audited accounts then the Landlord may retain a public accountant qualified to audit companies under the provisions of the Companies Act to examine the books and records of the Tenant and to prepare such audited accounts (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 SUB-LETTING 8.52 (a) Not to assign sub-let license or in any way dispose of or part with possession of the Demised Premises or any part thereof either by way of sub-letting sharing or other means whereby any company or person not a party to this Lease obtains the use or possession of the

TENANT'S
INSURANCE
POLICIES

Demised Premises or any part thereof irrespective of whether or not any rent or other consideration is given for such use or possession and in the event of such transfer or sharing this Lease shall at the option of the Landlord forthwith be determined and the Tenant shall forthwith surrender the Demised Premises to the Landlord with vacant possession.

- (b) For the purposes hereof any amalgamation and/or reconstruction effected by the Tenant (if a Company) shall be deemed an assignment of this Lease.
- (c) Any change in the majority or controlling shareholders of the Tenant shall be deemed to be an assignment of this Lease.

8.52A If pursuant to directions being given by LTA, SMRT and/or the relevant authorities, the Landlord serves written notification on the Tenant to suspend business at the Demised Premises, the Tenant shall without compensation suspend its business operations at the Demised Premises for such duration as the Landlord may require.

8.53 At all times during the Term and during any period of holding over to keep current:-

- (a) an adequate insurance policy on all goods and fixtures belonging to or held in trust by the Tenant within the Demised Premises against all loss and damage including damage of the plate glass as part of the Demised Premises and any loss and/or damage by fire or water; 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 in respect of the Demised Premises:-
 - (i) For use of the Demised Premises as retail or office use, a minimum sum of Singapore Dollars One Million (S\$1,000,000.00) where the area of the Demised Premises is less than 500 square metres and Singapore Dollars Two Million (S\$2,000,000.00) where the area of the Demised Premises is 500 square metres or more;
 - (ii) For use of the Demised Premises as a restaurant or sale of food and beverage use, a minimum sum of Singapore Dollars Two Million (S\$2,000,000.00) regardless of area.
- (c) 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 to 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 Demised 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.

- (d) In the event the Demised 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 forthwith laid out in rebuilding and reinstating the buildings 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 shall fail to keep the Demised 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

8.54

Not to do or permit or suffer to be done anything whereby the policy or 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 rate of premium thereof may be increased and to 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 expenses incurred by the Landlord in or about any renewal of such policy or policies rendered necessary by a breach or non-observance of this covenant.

INDEMNITY TO THE
LANDLORD

8.55

To indemnify and keep indemnified the Landlord from and against:-

- (a) All claims demands writs summons actions suits proceedings judgments orders decrees damages costs, losses and expenses of any nature whatsoever 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 the Tenant's use of the Demised Premises and/or any act, deed or omission by the Tenant or its employees, agents, contractors, invitees and/or licensees upon or at the Demised Premises.
- (b) All loss and damage to the Demised Premises, the Station and to all property therein caused directly or indirectly by the Tenant or its employees agents contractors invitees and/or licensees including without limitation,
- (i) the negligent misuse waste or abuse by the Tenant or any authorized person (whether authority is expressed or implied) of the Tenant of water, gas, lighting or electricity or faulty fittings or fixtures and/or other services and facilities of the Tenant.
- (ii) Overflow or leakage of water originating within or from the Demised Premises or any equipment or fixtures therein caused or contributed to by any act or omission on the part of the Tenant or any authorized person (whether authority is expressed or implied) of the Tenant.
- (c) any losses, costs and/or expenses arising from any default by the Tenant in complying with the provisions of this Lease.

NOTICES 8.56 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 in connection with any anti-terrorist measures that is required of the Tenant or as may be imposed on the occupier of the Demised Premises.

COMPLIANCE WITH STATUTORY REGULATIONS 8.57 At all times during the Term:

- (a) to comply with promptly and at the Tenant's costs and expenses all such requirements that may be imposed on the Tenant and/or occupier of the Demised Premises, and all provisions relating to the Demised Premises or anything done in or upon the Demised Premises that may be imposed, by any statute now or hereafter in force and any orders by-laws rules regulations requirements and notices thereunder;
- (b) to not allow the Demised Premises to be used as a place in which any person is employed in contravention of the Immigration Act 1959, the Employment of Foreign Manpower Act 1990 and any acts, statutory modifications or re-enactment thereof for the time being in force; and
- (c) to promptly furnish to the Landlord or the Landlord's nominee (as the Landlord may direct) a list of the names and particulars of the Tenant's foreign staff and workers together with the particulars of such foreign staff and workers on the Demised 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 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 8.57.

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

RULES AND REGULATIONS OF THE STATION AND LTA 8.58 (a) The Tenant shall at all times observe and comply with the rules and regulations of the Station contained in Schedule 4 hereto (and as from time to time varied, added to, deleted or amended as hereinafter provided) relating to the management operations and maintenance of the Station and the conduct of the Tenant and any rules and regulations which the Landlord, SMRT or LTA or any other statutory body may make (the "LTA Regulations"). The rules and regulations of the Station and the LTA Regulations shall hereinafter jointly be called the " Rules and Regulations". The Tenant acknowledges, agrees and declares that failure of the Tenant to keep any of the Rules and Regulations as may from time to time be in force 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 and from time to time to delete, vary, amend or add to the Rules and

Regulations whenever the Landlord or any other statutory body deems such variation, amendment, deletion or addition thereto shall be necessary or desirable for regulating the use of the Demised Premises or the common area or the Station or any part thereof 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 made hereunder 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 uncontrolled 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.

8.58A The Tenant shall not permit in relation to the Demised Premises or operations or activities carried out in relation to the Demised Premises anything that might cause the Landlord and/or SMRT to be in default of their respective obligations to the relevant authorities and/or LTA.

HOLDING OVER 8.59 If the Tenant continues to occupy the Demised Premises beyond the expiration or earlier determination of the Term or fails to deliver vacant possession of the Demised 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, Service Charge and A&P Charges 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 8.60 Without prejudice to the Landlord's rights under 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 Clauses 8.24, 8.48 and/or 8.61 hereof and/or the Tenant's holding over after the expiration of the Term.

REINSTATEMENT 8.61 (a) At the expiration or sooner determination of the Term to yield up the Demised Premises with the fixtures thereto (other than such Tenant's trade fixtures that shall belong to the Tenant), unless otherwise directed by the Landlord, in good clean and tenantable repair and condition to the Landlord together with the keys to the Demised 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 Demised Premises and to reinstate the Demised Premises to its original state and condition to the satisfaction of the Landlord at the Tenant's costs. If the Tenant fails to reinstate the Demised 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 Demised Premises by such removal shall be made good by the Tenant on or prior to the expiration of the Term and if the Tenant shall fail 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 and expenses and interest to be recoverable as if they were rent in arrears.

8.62 For the purposes hereof, the term "reinstatement" shall include:

- (a) the washing of the whole of the interior of the Demised 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 Demised 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 Demised Premises;
- (d) the graining and varnishing of all the internal parts of the Demised Premises previously grained and varnished;
- (e) the re-polishing of all the internal parts of the Demised 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 Demised Premises;
- (h) the removal and clearing of all waste rubbish and other unwanted material from the Demised Premises;
- (i) the making good to the satisfaction of the Landlord all damage to the Demised 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 Demised Premises; (fair wear and tear excepted);

- (j) the removal from the Demised 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 (including in this context any persons deriving title to the Demised Premises under the Tenant) or its business.

LEGAL AND STAMP FEES 8.63 To pay the stamp fees 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, and/or any addendum of this Lease and/or any ancillary document to this Lease 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.

8.64 [intentionally not used]

COMBUSTIBLE AND FLAMMABLE MATERIALS 8.65 The Tenant shall not use combustible materials in the fixtures and fittings in the Demised Premises unless such materials are fire-rated.

POINT OF SALE SYSTEM 8.66 (a) Notwithstanding Clauses 8.18(b) and (c), the Tenant shall either subscribe to the Point of Sale ("POS") System implemented by the Landlord 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 Point of Sale System used by the Landlord in the Station ("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. 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.

(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 Demised 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 Demised 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 8.66(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 8.66(b)(ii)(I) above, where the Tenant is a new tenant of the Demised 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;
 - (v) For the avoidance of doubt, the regular maintenance of each party's POS System shall be borne by such party solely.
- (c) 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 Demised 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 Tenant's POS System in the strictest confidence and shall not divulge any part thereof to third parties save where required by law.
- (d) In the event that, after the Tenant commences business at the Demised Premises, 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 Demised 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 8.66 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 gross sales turnover for each day that no hourly gross sales data was received by the Landlord.

OPTION TO RENEW 8.67 (a) If:

- (i) there is a renewal term specified in Item 4A of Schedule 1;
- (ii) the Tenant gives a notice to the Landlord that it requires a further lease on the date falling 6 months before the expiry date of the Term (time being of the essence);
- (iii) at the time of the Tenant's notice, the Landlord, LTA and/or SMRT has no intentions to redevelop, renovate, retrofit, refurbish or change the use or alter the whole or part of the Station (including the plant and facilities in it) or the whole or part of the Demised Premises; and the Landlord is desirous of reletting the Demised Premises at the end of this Lease; and
- (iv) the Tenant is not in default under this Lease at the expiry date of the Term,

the Landlord shall grant the Tenant a further lease at the expiry date of the Term for the renewal term, commencing on the day after the expiry date of the Term.

- (b) The further lease for the renewal term must be in respect of the whole of the Demised Premises at the expiry date of the Term (and not part of it) and shall be at a revised Base Rent, Service Charge and A&P Charges and such other terms to be determined by the Landlord Provided That the Tenant shall execute a fresh lease for the Renewal Term within 7 days after the Tenant's receipt of the fresh lease from the Landlord or its solicitors and pay the stamp duty thereon, any additional deposit upon the execution of the fresh lease and any administrative or legal fees arising in accordance with Clause 8.63.
- (c) For the avoidance of doubt, if after the fresh lease for the renewal term has been executed but before the commencement of the renewal term the Tenant is in default of the provisions of this Lease, the Landlord shall be entitled to terminate the further lease for the renewal term by giving notice to the Tenant. Upon receipt of the notice, the renewal term will be terminated without affecting the other rights of the Landlord against the Tenant in respect of the default. The Landlord will not be liable for any loss, damage, cost, expense or compensation in connection with the termination of the further lease for the renewal term.

9. LANDLORD'S COVENANTS

The Landlord hereby agrees with the Tenant as follows:

TENANT TO
PEACEABLY HOLD
AND ENJOY

- 9.1 That the Tenant paying the Base Rent, Service Charge and A&P Charges hereby reserved and all other sums payable hereunder and performing and observing the several covenants conditions and stipulations herein contained and on the Tenant's part to be performed and observed shall peaceably hold and enjoy the Demised Premises without any interruption from the Landlord or any person rightfully claiming under or in trust for the Landlord save as specifically herein contained.

RATES, TAXES	9.2	To pay all present and future rates taxes assessments impositions and outgoings imposed upon or in respect of the Demised Premises save and except such as are herein agreed to be paid by the Tenant.
PROVISIONS OF SERVICES BY LANDLORD	9.3	<p>The Landlord shall as far as practicable perform the following services:</p> <p>(a) maintain the common area and/or the Station (if the Landlord owns the whole Station) or such part(s) thereof where the Demised Premises are located (if the Landlord does not own the whole Station) during the Term of this Lease;</p> <p>(b) at the absolute discretion of the Landlord, to provide for the general security of the common area and/or the Station.</p>
TENANT'S RIGHT TO TERMINATE	9.4	<p>(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:</p> <p>(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 Demised Premises is insolvent (as determined in accordance with the laws of insolvency in the court where the business principal is established or incorporated); or</p> <p>(ii) the Tenant loses the distributorship or franchise rights to sell the goods and/or provide the services which are being retailed at the Demised 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.</p> <p>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).</p> <p>(b) The Tenant may elect to shorten the six (6) months' notice period by paying an amount equivalent to the Base Rent, Service Charge and A&P Charges for the unfulfilled notice period, capped at six (6) months' Base Rent, Service Charge and A&P Charges. The six (6) months' notice period or such shorter notice period applicable pursuant to this Clause shall hereinafter be referred to as the "Applicable Notice Period".</p> <p>(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.</p>

- (d) Upon the termination of this Lease pursuant to Clause 9.4(a), the Tenant must reinstate the Demised Premises and yield up the Demised Premises in accordance with Clause 8.61 and 8.62 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 Demised 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 hereby 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 Base Rent, Service Charge and A&P Charges hereby 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 covenants conditions or stipulations on the Tenant's part herein contained to be performed or observed (other than the payment of Base Rent or any other 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 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;
- (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 Demised Premises or any part thereof 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 Base Rent, Service Charge and A&P Charges and/or any other monies due under this Lease or of any antecedent breach of the Tenant's covenants conditions stipulations and covenants herein contained.

LANDLORD'S RIGHT
TO CHARGE

10.2

In addition and without prejudice to any other right, power or remedy of the Landlord if the Base Rent, Service Charge and A&P Charges and/or any other monies hereby reserved or any part thereof or other monies due under this

INTEREST FOR LATE
PAYMENT OF RENT

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 from day to day at the rate of one per cent (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 Demised Premises (and the Tenant shall be deemed to have abandoned the Demised Premises and terminated this Lease unilaterally if the Tenant without the consent in writing of the Landlord fails to open the Demised Premises for a continuous period of seven (7) days) remove from the Demised Premises any item of any description found in the Demised Premises including but without limitation all plant equipment stock-in-trade and fittings and fixtures of the Tenant. Such items shall be stored in a warehouse or in such other place as the Landlord shall decide at the costs 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 at such times and at such prices as the Landlord shall think fit. Any costs incurred by the Landlord in or about such removal and/or storage 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 Base Rent, Service Charge and A&P Charges, interest and all other monies due and payable to the Landlord under this Lease. Any costs and expenses arising from claims and/or demands made against the Landlord with respect to the items removed, stored and/or sold by the Landlord shall be borne by the Tenant on an indemnity basis.

STRUCTURES IN
COMMON AREA

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 or parts 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
DEMISED 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 or renovate the Demised Premises and Station (including the right to amend, alter, vary or change the specifications and the building plans of the Station) or in any manner whatsoever to alter or deal with the Station or any part thereof or as may be required by SMRT, 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 Demised Premises or diminish the access of light and air enjoyed by the Demised premises or impede the ingress to and egress from the Demised 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 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 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 Demised Premises or diminish the access of light or air enjoyed by the Demised Premises or impede the ingress to and egress from the Demised 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 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 Demised Premises.
NO EXCLUSIVENESS	10.7	No exclusive franchise is given to the Tenant in respect of the permitted use of the Demised 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 Demised Premises.
	10.8	[intentionally not used]
CHANGE OF STATION NAME	10.9	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	10.10	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 expense as may be necessary to perform the said undertaking and any sum of money or expense 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.
FIRE, ACT OF GOD	10.11	(a) If the Demised 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 Demised Premises unfit for occupation and use (except where such damage or destruction has been caused by the act or default of the Tenant its employees agents contractors invitees and/or licensees) the Base Rent, Service Charge and A&P

Charges hereby 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 Demised Premises shall again be rendered fit for occupation and use. Provided Always the Landlord may in its absolute discretion decide that the Demised Premises are so badly damaged that the Demised 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 Demised 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 Base Rent, Service Charge and A&P Charges and/or any other monies due under this Lease or any antecedent claim or breach of the Tenant's covenants conditions stipulations in this Lease.

(b) In the event the Landlord does not terminate this Lease as provided in Clause 10.11(a) herein, the Tenant shall, upon the Demised Premises being rendered fit for occupation and use by the Landlord, forthwith at its costs, restore all fixtures, equipment on the Demised Premises and shall further stock the Demised Premises with goods at least equivalent in value to that in the Demised Premises immediately before the Demised Premises were damaged and the Tenant shall recommence business as soon as may be practicable.

RIGHT OF REFUSAL OF ACCESS INTO STATION	10.12	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.
ACCESS IN EMERGENCY	10.13	Notwithstanding anything herein contained, the Tenant shall permit the Landlord free access to the Demised Premises at all times in cases of emergency.
RESTRICTION OF ACCESS TO COMMON AREA	10.14	Notwithstanding anything herein contained, the Landlord may in the exercise of its absolute discretion restrict access to all or any part 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 period as the Landlord deems appropriate.
RIGHT TO CHANGE LOCATION OF COMMON AREA	10.15	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.
EXTENSION OF TIME	10.16	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 covenants conditions stipulations herein contained 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 or 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.

EXCLUSION OF
LANDLORD'S
LIABILITY

10.17 Save where loss or damage (excluding special, indirect and consequential damages) has been suffered by the Tenant directly due to the gross negligence or wilful 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 Demised 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 fulfill 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 Demised Premises and/or the Station;
- (f) any representations, promises or warranties with respect to the Demised 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 Demised Premises or the restriction of access to, or closure of, the Station or the Demised 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 Demised Premises or the restriction of access to, or closure of, the Station or the Demised 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 Demised Premises.

PHOTOGRAPHS 10.18 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 Demised Premises for the purposes of advertising the Station and/or the Demised Premises to members of the public and the Tenant shall not be entitled to claim any compensation for the use of any photographs drawings images and/or other artistic material of the interior and/or exterior of the Demised Premises from the Landlord. The Tenant shall not refuse access to the Demised Premises to the Landlord, its organization representative and/or employees for this purpose.

HOLDING OF 10.19 Notwithstanding anything herein contained, the Landlord may at its absolute FUNCTIONS discretion permit any person or organization to hold any functions exhibitions or display merchandise in the common area of the Station excluding the Demised Premises provided such functions exhibitions or display do not impede access to and from the Demised Premises. The Landlord may also in its absolute discretion close or cordon the common area or any part thereof for such functions exhibitions or display.

DISEASES 10.20 (a) 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 including without limitation, severe acute respiratory syndrome, avian bird flu, plagues and any other such diseases and quarantine restrictions and shall also undertake all necessary measures in the prevention of any outbreak of such diseases in the Demised Premises and the Station including but not limited to the following:

- (i) conduct all necessary health checks including temperature check on all staff and visitors to the Demised Premises;
- (ii) obtain health declaration forms from all visitors to the Demised Premises;

- (iii) display prominently on the Demised Premises all notices regarding information on such diseases and measures taken to contain its spread;
 - (iv) devise and implement emergency containment plans;
 - (v) review insurance coverage for direct and indirect losses arising from such diseases; and
 - (vi) keep up to date with information on such diseases, its symptoms and methods of prevention and detection.
- (b) 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 Clause 10.20(a) in the Demised Premises caused by the Tenant's acts, omissions or negligence.
- 10.21 [intentionally not used]
- LANDLORD'S RIGHT TO EXHIBIT VACANCY 10.22 At all times within the six (6) months immediately preceding the determination of the Term the Landlord shall be entitled to exhibit outside the Demised Premises or on the doors thereof a notice stating that the Demised Premises will be vacant and will be available for letting and the Tenant shall permit all prospective tenants of the Demised Premises accompanied by a representative of the Landlord free ingress to and egress from the Demised Premises for the purpose of viewing the Demised Premises.
- WARRANTY EXCLUDED 10.23 The Landlord does not expressly or impliedly warrant that the Demised 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 Demised Premises implied by law are hereby expressly excluded.
- NO CLAIM BY TENANT 10.24 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.
- LANDLORD'S RIGHT TO TERMINATE 10.25.1 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) ("Redevelopment Works") and requires vacant possession of the Demised 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 10.25.3 below, and such termination shall be without prejudice to the rights and remedies of the Landlord against the Tenant in respect of any unpaid Base Rent, Service Charge and/or any other monies due under this Lease or any antecedent claim or breach of the Tenant's covenants conditions or stipulations contained in this Lease. For the avoidance of doubt, 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 Demised Premises.

10.25.2 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 proposed 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 10.25.4 below upon the termination of this Lease pursuant to this Clause 10.25. 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.

10.25.3 If the Landlord receives written notice from the relevant authorities (including but not limited to LTA) or is required by any prevailing laws, orders, directions, by-laws, codes, rules, regulations or requirement of the relevant authorities to carry out redevelopment, renovation, alteration, enhancement, improvement or reconfiguration works or such works for any reason whatsoever ("Requirements") and the time period given to the 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. The Tenant shall execute such documents as the relevant authorities, LTA and/or SMRT may require.

10.25.4 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 5.11(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 5.11(c) applies) the Agreed Declared Value as determined by the Landlord (acting reasonably); or
- (c) (where Clause 5.11(d) applies) the Estimated Value of the Tenant's Capex Works as accepted by the Landlord

10.25.5 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 10.25.4, 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 10.25.4.
	10.25.6	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 Demised Premises but must remove the Tenant's signs, moveable items, furniture and belongings from the Demised Premises and shall deliver vacant possession of the Demised 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.
	10.25.7	The Tenant agrees that save for the compensation sum provided by the Landlord under Clause 10.25.4 and the Tenant'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 10.25.
	10.25.8	The provisions of this Clause 10.25 shall continue to apply notwithstanding the earlier termination of this Lease.
SEVERABILITY	10.26	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.
WAIVER	10.27	(a) 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; (b) Any time or other indulgence granted by the Landlord under this Lease shall be without prejudice to and shall not be taken as a waiver of any of the Landlord's rights under this Lease nor shall it prejudice or in any way limit or affect any statutory rights or powers from time to time vested in or exercisable by the Landlord.
EXCLUSION OF IMPLIED TERMS	10.28	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 this Lease.
SERVICE OF NOTICES	10.29	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 email address to the intended recipient at its address or at 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.

NON-MERGER	10.30	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.
INTERPRETATION	10.31	<p>In this Lease unless there is something in the subject or context inconsistent therewith:</p> <p>(a) words importing the singular or plural number shall be deemed to include the plural or singular number respectively;</p> <p>(b) words importing the masculine gender only shall include the feminine or neuter gender and vice versa as the case may be;</p> <p>(c) where two or more persons are included in the term "the 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;</p> <p>(d) words importing a person import also a firm or company;</p> <p>(e) common area shall mean those area, facilities of and in the 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.</p> <p>(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.</p>
GOVERNING LAW	10.32	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.
INCONSISTENCIES	10.33	In the event of any inconsistency between the terms of the Landlord's Letter of Offer for the Demised Premises and this Lease, the Parties agree that the terms of this Lease shall prevail.
THIRD PARTY RIGHTS	10.34	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.

SPECIAL TERMS AND CONDITIONS	10.35	This Lease is subject to the special terms and conditions specified in Schedule 5 and Schedule 6 (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.
CIVIL EMERGENCY EXERCISES	10.36	The Tenant shall cooperate fully in all civil emergency exercises conducted by the Landlord, SMRT, 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.
CONFIDENTIALITY	10.36A	<p>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:</p> <p>(a) as may be required by present and future laws, legislation, subsidiary legislation, statutes, orders, directions, by-laws, codes, rules (including rules of any relevant stock exchange), regulations and notices and requirements of any relevant governmental, quasi-governmental, statutory, regulatory, administrative or supervisory body ("Authority"); or</p> <p>(b) which is required in connection with any arbitral or judicial proceedings or any legal process issued by any court or any Authority.</p>
HEADINGS	10.37	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.

EXECUTION

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

Identity Card/Passport No.: _____ *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.

SPECIMEN

SCHEDULE 1

1. Demised 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 area, facilities and parts thereof.
3. Term : <Value> months
4. Term Commencement Date : Upon expiry of the rent-free fitting-out period or commencement of business, whichever is earlier

4A. Renewal Term : [●] years

5.	(a) Base Rent	:	S\$ <Value> per month
	(b) Service Charge	:	S\$ <Value> per month
	(c) A&P Charges	:	S\$ <Value> per month (A&P applicable for TE02 only.)

- | | |
|-------|--|
| (i) | The Base Rent, Service Charge and A&P Charges 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 first 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. |
| (ii) | Payment of Base Rent, Service Charge and A&P Charges can be made by banker's standing order to the Landlord's bank account. Details shall be provided upon request. |
| (iii) | The Service Charge and A&P Charges shall be subject to change from time to time as the Landlord may determine, provided that the total Base Rent, Service Charge and A&P Charges remains unchanged. |
| (iv) | the Base Rent, Service Charge, A&P Charges and Security Deposit shall be adjusted IN ACCORDANCE WITH Clause 2.2.2 of this Lease based on S\$ <value> per square metre per month. |

(d) Additional Rent : [▶ <Value>% of monthly gross sales generated by the Tenant in addition to the Base Rent, Service Charge and A&P Charges. ◀]

- (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 Gross Turnover ("GTO") by the 7th day of the following month. 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 monthly GTO certified by the Director or the Chief Financial Officer or any other person duly authorized by the Tenant and agreed by the Landlord (the "GTO Statement").
- (ii) 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.

- (iii) 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 provided by the Tenant or prepared by the public accountant retained by the Landlord (as the case may be), the Yearly Accounts referred to at Clause 8.51 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).
- (iv) The Additional Rent shall be paid monthly 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 fifteenth (15th) day of the following month without any deductions, setoff, abatement or demand whatsoever.

- 6. Date of Possession : **[▶ FOR UNITS WHERE DOP NOT DETERMINED:** The date falling 2 weeks from the date of the notice of possession issued by the Landlord. ◀] **OR [▶ FOR UNITS WHERE DOP DETERMINED:** <DATE> ◀] **OR [▶ FOR RENEWAL:** <N.A> ◀]
- 7. Security Deposit : S\$ <Value>
- 8. Electricity Deposit : S\$ <Value>
- 9. Fitting-Out :

 - (a) Fitting-Out Period (Rent-Free) : [•]
 - (b) Fitting-Out/Reinstatement Deposit : S\$ <value>
 - (c) Estimated Value : S\$ <value>

- 10. Minimum Business Hours : The Tenant shall keep the Demised Premises open for business for a minimum of six (6) days a week, in every week of each calendar year during the hours between 9am and 9pm unless otherwise agreed to in writing with the Landlord.
- 11. Specifications :

 - (i) Electrical : Loading will be as stated in Table 1.

Table 1 : Specifications

Station / Unit No.	Area (sm)	Electrical Loading	Aircon Cooling Capacity (KW)	Exhaust Ventilation (CMH)
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< Station / Unit No.>	/<Value>	<Value> amp <Value>phase	<Value in KW>	N.A.
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12. Permitted Use : The Tenant shall only use the Demised 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. The Permitted Use of the Demised Premises may only be varied pursuant to the Landlord’s express written approval.

Preparation of food using open fire flame and any similar methods which may generate strong smell and smoke within the Demised Premises are strictly prohibited

13. Date of Letter of Offer :

SPECIMEN

SCHEDULE 2

(Floor Plan and Area - Subject to Final Survey and Changes)

SPECIMEN

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 or additional fixtures, and structures to the common area of the Station (hereinafter referred to as "common area") 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 area 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 (if any), 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 (if any) and ventilation incurred in connection with the common area 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 limitation, 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 area 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;
15. 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 (if any), fire-fighting, security and alarm equipment and depreciation of the same and any replacements thereof;
16. 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;
17. 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;
18. 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 (hereinafter called "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.
3. The Tenant shall only conduct, be, or remain open for business at or during the said operational hours.
4. 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.
5. 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.
6. The Tenant shall not enter into the prohibited and/or restricted area which are only accessible to persons authorised by the Landlord (including but not limited to the staff and/or live areas and substations).
7. The Tenant shall not enter into the area 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.
8. The Tenant shall ensure that his 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 unauthorised representative or employee of the Landlord or any other statutory body.
9. 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.
10. 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.
11. The Tenant, its employees, agents, suppliers and contractors shall not use the Station escalator for the transportation of goods, material, paints etc.
12. The Tenant shall not obstruct any component of the fire detection/protection system such as smoke or heat detectors, sprinklers and call points.
13. The Tenant shall not store any goods in the switchroom(s).
14. 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.

15. 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.
16. 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.
17. 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.
18. 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.
19. The Tenant shall not throw or permit to be thrown, dropped or fall any articles or substance whatsoever from or out of the Demised 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 Demised Premises, the common area or Station any articles or substance.
20. 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 Demised Premises.
21. The Tenant will use its best endeavours to protect and keep safe the Demised 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 Demised 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.
22. The Landlord will provide keys for locks on doors or other openings of the Demised Premises and the Tenant will return to the Landlord on the determination of the Tenancy 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.
23. No rubbish or waste shall at any time be burnt upon the Demised Premises, the common area, Station or any part thereof.
24. 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 Demised Premises and visible from outside the Demised Premises shall conform to the reasonable requirements and standards of the Landlord as to design, quality and appearance.
25. Before any machinery, safe or furniture is moved into or out of the Demised 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.
26. 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.

27. The Tenant shall not display or place or permit or suffer to be displayed or placed in or against any part of the Demised Premises any cartons or boxes which may be visible from the exterior of the Demised Premises or the Station or any part thereof.
28. 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.
29. No further extension or alteration is to be carried out on the electrical installation or fire detection/protection within the Demised Premises once the drawings are approved by the Landlord and the installation tested by an approved tester.
30. 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 expense.
31. 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 Demised Premises, at frequencies in compliance to statutory requirements.
32. 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.
33. 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 Demised 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 Demised Premises shall remain accessible to the SCDF inspection and maintenance at all times;
 - (d) 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
 - (e) Both the Landlord and the SCDF shall not be responsible or liable to reinstate or to pay for the cost of reinstatement of the Demised Premises after an emergency situation.

SCHEDULE 5

SPECIAL TERMS AND CONDITIONS (for all F&B businesses)

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 Demised Premises are strictly prohibited.

2. DISPOSAL OF GREASE

Disposal of grease by the Tenant or the Tenant's employees within the Landlord's sanitary system or at any part of the Station is strictly prohibited. The Tenant shall be fully liable for all the Landlord's costs and expenses of making good any affected and/or stained area and any damages to the sanitary system in the event that the Tenant is in breach of this provision.

3. CLEANING CONTRACTOR

(in conjunction with clause 8.19)

Prior to or on the Term Commencement Date, the Tenant shall 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 Demised Premises. The Landlord reserves the right to change the cleaning contractors on the approved panel at any time at its sole discretion.

4. 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 Demised Premises use as an eating house within the Demised Premises and (b) ensure that the use of the Demised Premises as an eating house does not encroach on any public walkway, the Tenant undertakes and agrees:

- (a) that the Tenant or its employees, agents, contractors, invitees and/or licensees shall at all times, (i) confine the Tenant's business to strictly and solely within the Demised Premises and (ii) ensure that any public walkway of, in or at 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 Agreement 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 which the Landlord may howsoever suffer or incur or sustain in connection with the failure of the Tenant or its employees, agents, contractors, invitees and/or licensees to, at all time, (aa) confine the Tenant's business to strictly and solely within the Demised Premises; and (bb) ensure that any public walkway of, in or at or around the Stations is not encroached upon.
 - (ii) All claims demands writs summons actions suits proceedings judgments orders decrees damages costs, losses and expenses of any nature whatsoever which the Landlord may howsoever suffer or incur or sustain in connection with the Tenant or its employees, agents, contractors, invitees and/or licensees causing or resulting (whether directly or indirectly) in anyway, the Landlord's breach of its undertaking(s) to the Urban Redevelopment Authority as referred to above.

5. HYGIENE STANDARDS

- (i) 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 and such related matters.
- (ii) Subject to Para 5(i) above, the Tenant shall also at all times, maintain the industry's best practices and standards in relation to hygiene and such related matters.
- (iii) In the event that the Tenant is found to have breached paragraphs 5(i) or 5(ii) above, the Landlord may without prejudice to its rights under Clause 10.1 and at its discretion, issue warning letters to inform the Tenant of this breach and to rectify the same and the Tenant shall forthwith take all necessary actions to rectify such breach within three (3) days of the Landlord's warning letter and shall inform the Landlord in writing of such rectification. In the event that the Tenant fails to rectify such breach within the stipulated time, the Landlord may carry out inspections every three (3) days and without prejudice to any of its rights and remedies under this Agreement, 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. Such administrative charge 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.
- (v) For the avoidance of any doubt, any breach of a similar nature under this paragraph 5 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.

6. PORTABLE GREASE TRAPS

The Tenant shall, subject always to the prior written approval of the Landlord and the relevant authorities, and at its cost, install its own portable grease trap(s) within the Demised Premises and be responsible for the necessary maintenance, repair and replacement of such portable grease trap(s) during the Term. At the expiration or sooner determination of the Term, the Tenant shall, in accordance with Clause 8.61 of this Lease, remove the portable grease trap(s) and reinstate the Demised Premises to its original state and condition to the satisfaction of the Landlord at the Tenant's cost.

SCHEDULE 6
Any other terms

SPECIMEN

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