

Dated this 17th day of July 2006

Between

MATRIX PROPERTY CONSULTANTS PTE. LTD.

... the Landlord

And

EMMA HOLDINGS PTE. LTD.

... the Tenant

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TENANCY AGREEMENT

(15 Scotts Road #08-07, #08-08 & #08-09
Thong Teck Building,
Singapore 228218)

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THIS TENANCY AGREEMENT is made the 17th day of July Two Thousand and Six (2006)

BETWEEN

MATRIX PROPERTY CONSULTANTS PTE. LTD., a company incorporated in Singapore and having its mailing address at 11 Collyer Quay #08-02 The Arcade, Singapore 049317 (hereinafter called "the Landlord" which expression shall include her successors-in-title and assigns) of the one part

AND

EMMA HOLDINGS PTE. LTD., a company incorporated in Singapore and having its registered office at 128 Tanjong Pagar Road, Singapore 088535 (hereinafter called "the Tenant") of the other part.

1. INTERPRETATION

- (a) In this Agreement the following words and expressions shall, unless the context otherwise requires, have the following meanings:-

"Building" means the building within which the Premises are located and which is part of the Development;

"By-laws" means the rules and regulations of the Building and/or the Development as prescribed by the Management Corporation, as the same may be added to, amended or deleted from time to time;

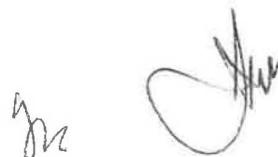
"Common Area" means the entrances and exits, common areas, improvements, fixtures, facilities, equipment and installations in the Building and, if applicable, the Development which are from time to time provided or designated by the law for general use by the Landlord or the occupiers of the Premises in common with other owners, tenants or occupiers of the Building and/or the Development and if there is a Management Corporation, then the Common Area shall include all areas which are designated as "common property" under the Building Maintenance and Strata Management Act 2004;

"Competent Authority" means the Government of Singapore, or any governmental authority, department or agency, or any statutory corporation or statutory board;

"Deposit" means the sum deposited by the Tenant with the Landlord pursuant to Clause 4;

"Development" means the Building, carparks, roads, pedestrian malls, fixtures, facilities, fittings, installations and all structures erected or from time to time erected above ground and underground at the project known as "THONG TECK BUILDING";

"Fitting-Out Period" means the period referred to in Clause 6(c).



"Interest Rate" means the rate of interest that is calculated from day to day at the rate of 1% per month (as well after as before judgement, if any);

"Management Corporation" means the management corporation of the whole of the Building or the Development or of any part of the Building or Development in which the Premises are located, established under the Building Maintenance and Strata Management Act 2004;

"month" means a calendar month;

"Permitted Use" means the use of the Premises as an office;

"Premises" means 15 Scotts Road #08-07, #08-08 and #08-09, Thong Teck Building, Singapore 228218 containing an approximate floor area of 2,465 square feet as more particularly delineated and edged red (for identification purposes only) on the plan annexed hereto.

"Rent" means the sum of Singapore Dollars Eleven Thousand (\$\$11,000.00) which sum shall include such service charge (including any increase thereto) payable by the Landlord to the Management Corporation of the Building in respect of the Premises;

"Requisite Consents" means those permissions, consents, approvals, licences, certificates and permits in legally effectual form as may be necessary lawfully to commence, carry out and complete the Tenant's Works;

"Term" means the term granted pursuant to Clause 3 and

"Tenant's Works" means such fitting out or other works to be carried out by the Tenant to be carried out by the Tenant to complete the Premises for the use intended by the Tenant.

"year" means a calendar year.

- (b) Words importing only the singular number shall include the plural number and vice versa.
- (c) Words importing the masculine gender only include the feminine gender.
- (d) Where there are two or more persons included in the expression "the Tenant" all covenants stipulations and provisions herein contained shall be deemed to be made by such persons jointly and severally.
- (e) Where two or more persons are included in the term "the Landlord" all covenants, agreements, terms, conditions and restrictions shall be binding on them jointly and each of them severally and shall also be binding on their personal representatives, assigns and successors-in -title respectively jointly and severally.
- (f) Words importing a person shall also import a firm or corporation.

2. THE DEMISE

The Landlord shall grant and the Tenant shall accept a lease of the Premises for the Term subject to the Tenant paying to the Landlord during the Term the Rent in

accordance with the terms herein contained EXCEPTING AND RESERVING unto the Landlord the free and uninterrupted use of all gas and water pipes, electric, telephone and other wires and drains in, through or under the Premises.

3. TERM

The term of the tenancy is for a period of **Two (2) years** commencing on **5th August 2006** and ending on **4th August 2008** (both dates inclusive).

4. DEPOSIT

- (a) The Tenant shall upon signing of this Agreement pay the sum of **Singapore Dollars Twenty-Two Thousand Only (\$\$22,000.00)** equivalent to Two (2) months' Rent as security for the due performance and observance by the Tenant of all and singular the several covenants and conditions stipulations and agreements contained in this Agreement on the part of the Tenant to be performed and observed and if the Tenant shall fail to perform and observe any of the said covenants conditions stipulations and agreements then such part of the Deposit as shall be necessary to remedy such breach may be forfeited by the Landlord and applied thereto in satisfaction of the Landlord's claims and the Tenant shall not be entitled to deduct or set-off from the Deposit or any part thereof any rent or any other payment due hereunder PROVIDED ALWAYS that if the Tenant shall duly perform and observe all the said covenants, conditions, stipulations and agreements as aforesaid from the date hereof up to and including the date of the expiry of the Term the Landlord shall within **fourteen (14) days** upon such expiry and upon the Tenant yielding up the Premises to the Landlord refund the Deposit or any balance thereof to the Tenant. If any deduction shall be made by the Landlord from the Deposit in accordance herewith, the Tenant shall on demand by the Landlord further deposit the amount so deducted, such that at all time during the Term, the Deposit shall be maintained at an amount equivalent to Two (2) months' Rent.
- (b) If the service charge payable by the Landlord to the Management Corporation of the Building has been increased and such increase is to be borne by the Tenant pursuant to Clause (2) of Schedule 1, the Tenant shall pay an increase in the Deposit stipulated in sub-clause (a) above such that the Deposit shall be equal to Two (2) months' Rent, such payment to be made within fourteen (14) days after the Tenant receives written notice from the Landlord notifying the Tenant of such increase in the service charge.

5. PERMITTED USE OF THE PREMISES

The Tenant shall use the Premises solely for the Permitted Use. The Tenant shall ensure at his own costs and expense that all applicable licences, permits and approvals in connection with such use is obtained throughout the Term. The Landlord however, makes no warranty or representation whether express or implied as to the permitted use of the Premises.

6. POSSESSION AND FITTING-OUT PERIOD

- (a) The Landlord shall deliver and the Tenant shall take possession of the Premises upon the Tenant's payment to the Landlord of the Deposit and the Rent for the first month of the Term or such other date as the parties may agree ("the Possession Date").



- (b) The Tenant shall be deemed to have inspected the Premises and to have accepted the Premises in its state and condition as at the Possession Date.
- (c) The Landlord agrees to grant to the Tenant a fitting out period (free of Rent) commencing from the Possession Date to 4th August 2006 (the "Fitting-Out Period").
- (d) The Tenant shall carry out at the Tenant's own costs and expense all Tenant's Works and shall comply with and observe the guidelines, terms and conditions as may be prescribed by the Landlord and/or the Management Corporation of the Building (if any).
- (e) The Tenant shall at the Tenant's cost and expense apply for and obtain the Requisite Consents in relation to the Tenant's Works and shall furnish copies of the Requisite Consents to the Landlord immediately upon the Tenant's receipt of the Requisite Consents.
- (f) Prior to the commencement of the Tenant's Works, the Tenant shall effect and maintain at the Tenant's cost and expense, comprehensive insurance policies including public liability policies, covering the period from the date of commencement of the Tenant's Works to the date of completion of the Tenant's Works for such reasonable insured amount as may be required by the Landlord and with such reputable insurance company as may be approved by the Landlord, naming the Landlord as one (1) of the co-insured parties for their respective rights and interests.
- (g) After obtaining of the Requisite Consents, the Tenant shall proceed to carry out and complete or cause to be carried out and completed the Tenant's Works to the Landlord's reasonable satisfaction:-
 - (i) in accordance with the Requisite Consents in relation to the Tenant's Works;
 - (ii) in accordance with the guidelines and conditions as may be prescribed by the Landlord and/or the Management Corporation of the Building.;
 - (iii) in compliance with all statutes, orders and regulations made under codes of practice of local authorities and competent authorities affecting the Tenant's Works and /or the Premises;
 - (iv) in compliance with all regulations of local authorities relating to foreign workers, if any engaged by the Tenant or the Tenant's contractors for purpose of the Tenant's Works; and
 - (v) with due diligence.
- (h) The Tenant shall keep the Landlord indemnified against :-
 - (i) the failure to obtain, breach, non-observance or non-performance of any Requisite Consents in relation to the Tenant's Works; and
 - (ii) any claims, demands or proceedings brought by any adjoining owner, tenant, occupier or member of the public arising out of



or incidental to the execution of the Tenant's Works.

- (i) Any delay in carrying out or completing the Tenant's Works shall not be ground for postponing the commencement of the Term or payment of Rent, Service Charge and other moneys reserved by this Lease, or relieve in any way the Tenant from the performance and observance of the obligations, covenants, conditions and provisions on the Tenant's part to be performed and observed.
- (j) On completion of the Tenant's Works, the Tenant shall submit to the Landlord as-built drawings relating to the Tenant's Works. If the Tenant fails to do so, the Landlord shall be entitled to take all action necessary (including engaging consultants to prepare the relevant as-built drawings and making payments to the Tenant's consultants) for submission of such as-built plans to the relevant authority. All expenses so incurred by the Landlord together with interest at the Interest Rate from the date of expenditure until the date they are paid by the Tenant to the Landlord, shall be recoverable from the Tenant as if they were rent in arrears.

7. TENANT'S COVENANTS

The Tenant covenants with the Landlord that he will perform and observe the Tenant's obligations and undertakings as set out in Schedule 1.

8. LANDLORD'S COVENANTS

The Landlord covenants with the Tenant that he will perform and observe the Landlord's obligations and undertakings as set out in Schedule 2.

9. TERMINATION

- (a) If the Rent or any part thereof shall at any time be in arrears and remaining unpaid for fourteen (14) days after the same shall have become due and payable (whether formally demanded or not) or if any covenant on the Tenant's part herein contained shall not be performed or observed or if the Tenant shall make any arrangement with its creditors for liquidation or settlement of its debts by composition or if the Tenant makes any assignment for the benefit of its creditors or otherwise or suffer any distress or if 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 seven (7) days thereof, or if the Tenant stops payment or if the Tenant shall otherwise become insolvent and unable to pay its debts or shall be wound up (whether voluntarily or compulsorily) or shall go into liquidation then and in any one or more of the said cases it shall be lawful for the Landlord at any time thereafter to re-enter upon the Premises or any part thereof in the name of the whole and thereupon the Term shall forthwith and absolutely cease and determine and the Deposit shall be absolutely forfeited by the Landlord but without prejudice to:-

- (i) the right of action of the Landlord or the Tenant in respect of any unpaid rent and/or any other payments and/or interest hereinafter appearing or of any antecedent breach of the Tenant's or the Landlord's covenants herein contained, including but not limited to the right or cause of action of either party against the other to claim for damages for the remaining unexpired period of the Term;

- (ii) the Landlord's right to charge interest at the Interest Rate.

10. DESTRUCTION OF THE PREMISES

If the Premises or any part thereof shall at any time during the Term be destroyed or damaged by fire, lightning, riot, tempest or Act of God or from any other cause beyond the control of the parties (except where such fire has been caused by the default or negligence of the Tenant or the Tenant's servants agents independent contractor employee visitors invitees or licensees) the following provisions shall have effect that is to say:-

- (a) If the Premises shall become totally unfit for occupation and use by the Tenant or access thereto becomes impossible then the Rent shall cease to be payable during the period whilst the Premises remains unfit for occupation or use by the Tenant or access thereto impossible.
- (b) If the Premises whilst not being rendered unfit for occupation and use by the Tenant is nevertheless damaged to such an extent as to interfere with the Tenant's full and proper enjoyment of the Premises then the Rent shall be reduced by a fair just and rateable proportion having regard to the extent of the damage and the interference and inconvenience caused to the Tenant. Any dispute concerning this clause shall be determined by a single Arbitrator to be appointed in accordance with the Arbitration Act or any statutory modification or re-enactment thereof for the time being in force.
- (c) Subject to the approvals of the relevant government authorities and sub-clause (d) below the Landlord shall undertake all necessary rebuilding repair or restoration works expeditiously so as to render the Premises fit for use and occupation as soon as possible having regard to the extent of the damage. The costs of rebuilding repair or restoration works shall be borne by the Tenant only in such proportion as is proportionate to the extent of the damage as is caused by the default or negligence of the Tenant or the Tenant's servants agents invitees or licensees. No rent shall be payable by the Tenant for the period during which the Landlord is carrying out rebuilding, repair or restoration works.
- (d) The Landlord shall be entitled to terminate the tenancy by notice in the event that it is not possible to rebuild or restore the Premises within a reasonable period and at a reasonable cost to be borne by the Landlord.
- (e) In the event that the Premises are destroyed or damaged as described above so as to render the Premises unfit for occupation or for use, the Landlord shall be entitled at the Landlord's option to terminate the tenancy by notice and upon such notice being given the Term hereby granted shall absolutely cease and determine without prejudice to any right of action of the Landlord in respect of any antecedent breach of this Agreement by the Tenant.



11. HOLDING OVER

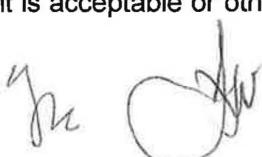
- (a) If, without any express agreement between the Landlord and the Tenant, the Tenant fails to deliver vacant possession of, or continues to occupy, the Premises after the expiration or earlier determination of the Term, the Tenant shall be deemed to be holding over and, without prejudice to any right or remedy of the Landlord, shall pay to the Landlord for every day of such holding over double the amount of Rent or prevailing market rent (whichever is higher) and there shall be no renewal of this Agreement by operation of law or pursuant to the provisions of this Agreement. The provisions herein shall not be construed as the Landlord's consent for the Tenant to hold over after the expiration or earlier determination of the Term. All sums under this Clause shall be payable to the Landlord by the Tenant within seven (7) days of demand by the Landlord.

12. REDEVELOPMENT AND EN-BLOC SALE OF THE BUILDING

- (a) In the event that the Building and/or Development or any part thereof is required to be demolished for redevelopment or substantial renovation or extension before the expiration of the Term, the Landlord shall be entitled to give six (6) months' written notice to the Tenant to terminate the tenancy. The Term shall determine and the Tenant shall deliver vacant possession of the Demised Premises to the Landlord upon the expiration of the said six (6) months' notice. In such event neither party shall have any claim against the other for any losses damages (if any) arising therefrom but shall be without prejudice to the rights and remedies of the Landlord in respect of any antecedent breach of the Tenant's covenants contained herein.
- (b) In the event of a successful en-bloc sale of the Building and/or the Development, before the expiration of the Term, the Landlord shall be entitled to give six (6) months' written notice to the Tenant to terminate the tenancy. The Term shall determine and the Tenant shall deliver vacant possession of the Demised Premises to the Landlord upon the expiration of the said six (6) months' notice. In such event neither party shall have any claim against the other for any losses damages (if any) arising therefrom but shall be without prejudice to the rights and remedies of the Landlord in respect of any antecedent breach of the Tenant's covenants contained herein.

13. OPTION TO RENEW

The Landlord shall at the written request of the Tenant made not less than four (4) months before the expiration of the Term and if there shall not at the time of such request and at the expiration of the Term be any existing breach or non-observance of any of the covenants on the part of the Tenant herein contained and at the Tenant's expense grant to the Tenant a further term of one (1) year from the expiration of the Term ("the Further Term") at a revised rent to be determined by the Landlord in its absolute discretion taking into consideration the current market rental rate, PROVIDED ALWAYS that the new agreement relating to the Further Term shall contain like covenants and provisions as are herein contained with the exception of the present covenant for renewal or such variations or modifications thereof as shall be imposed by the Landlord, PROVIDED ALWAYS that within one (1) month of the receipt of the Landlord's proposal for the revised rent for the Further Term, the Tenant shall in writing inform the Landlord whether the revised rent is acceptable or otherwise. In the



event that the revised rent for the Further Term is not accepted by the Tenant within the period stipulated above and/or is not acceptable to the Tenant and/or if the Tenant shall fail to sign the agreement for the Further Term within fourteen (14) days from the receipt of the same from the Landlord, then this option shall lapse and the Landlord shall be free of all obligations whatsoever to grant to the Tenant a further tenancy of the Premises.

14. OTHER TERMS AND CONDITIONS

(a) Notices

Any notice under this Agreement shall be in writing. Any notice to the Tenant shall be sufficiently served if left addressed to the Tenant on the Premises or sent to the Tenant by registered post or left at the Tenant's last known address at Singapore and any notice to the Landlord shall be sufficiently served if sent by registered post to the Landlord's address as stated in this Agreement or to the Landlord's last known address at Singapore.

(b) Consent of the Landlord

In the event that the Landlord's consent or approval is required, such consent or approval shall be obtained in writing before the act or event to which it applies is carried out or occurs. Such consent or approval may be withheld or given at the Landlord's absolute discretion or given subject to such terms and conditions as the Landlord deems fit.

(c) Non-waiver

No knowledge of acquiescence consent condoning excusing or overlooking by the Landlord of any default breach or non-observance or non-performance by the Tenant at any time or times of any of the Tenant's obligations herein contained, nor the acceptance of the rent hereby reserved or any part thereof and/or any other moneys or any part thereof by the Landlord at any time shall operate as or be deemed to be a waiver of the Landlord's rights hereunder in respect of any continuing or subsequent default breach or non-observance or non-performance or so as to defeat or affect in any way the rights of the Landlord herein in respect of such continuing or subsequent default breach or non-observance or non-performance and no waiver by the Landlord shall be inferred from, or implied by anything done or admitted by the Landlord unless expressed in writing and signed by the Landlord. 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.

(d) No representation

The Landlord shall not be bound by any statements, representations or promises with respect to the Building or Development, or in respect of the Premises and the Landlord does not expressly or impliedly warrant that the Premises are or will remain suitable or adequate for all or any of the purposes of the Tenant and all warranties (if any) as to suitability and adequacy of the Premises implied by law are hereby expressly negated.



(e) Severance

The illegality, invalidity or unenforceability of any provision of this Agreement under the law of any jurisdiction shall not affect its legality validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision.

(f) Exclusion of Landlord's liability

Notwithstanding anything herein contained to the contrary, the Landlord shall not be liable or in any way responsible to the Tenant or to any of the Tenant's employees independent contractors servants agents occupiers invitees visitors or licensees or to any other person whatsoever for any accident happening injury suffered or sustained or for loss or damage which may be suffered or sustained to any property goods or chattels in the Premises or any part thereof whatsoever howsoever occurring unless arising from the negligence omission act or default of the Landlord or his employees servants or agents independent contractors visitors licensees or invitees or otherwise. The Landlord shall also not be liable to the Tenant in respect of :- (a) any interruption in any of the services to be provided to the Premises by reason of necessary repair or maintenance of any installation or apparatus or damage thereto or destruction thereof by fire or other Acts of God or causes beyond the control of the Landlord; and (b) any act omission or negligence of any watchman, attendant or other servants or employees of the Management Corporation in or about the performance of the services to be provided by the Management Corporation to the Building.

(g) Law and jurisdiction

This Agreement shall be construed and governed by the laws of the Republic of Singapore and the parties hereto irrevocably submit to the non-exclusive jurisdiction of the courts of Singapore.

SCHEDULE 1TENANT'S COVENANTS

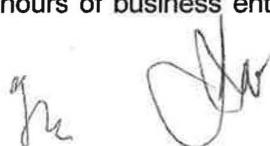
- (1) To pay the Rent without any deduction or demand whatsoever on the 1st day of every month. There shall be no abatement or suspension of rent by reason of any claim by the Tenant against the Landlord whether for non-performance or non-observance or breach of the Landlord's covenants or obligations hereunder or otherwise. The Landlord shall be entitled to charge interest at the Interest Rate for late payment of Rent from the date it is due up to and including the date of receipt of Rent by the Landlord.
- (2) In the event of any increase by the Management Corporation of the service charge payable in respect of the Premises, to pay to the Landlord such additional service charge payable at the same time and in the same manner as the Rent, such payment to commence from the date specified in the Landlord's written notice notifying the Tenant of such increase in the service charge and such notice, except for manifest error shall be final and conclusive and binding

on the Tenant both as to the Tenant's liability for and the amount of such increase.

- (3) To pay as and when required by the Landlord any additional property tax in respect of the Premises which may be levied and imposed over and above the amount of property tax levied or imposed at the date of commencement of the Term.
- (4) To pay to the Landlord all taxes, charges or impositions (by whatever name called, including but not limited to the Goods and Services Tax) that is levied or imposed by the Government or the relevant authority on or by reference to the Rent and on or by reference to all services supplied by the Landlord to the Premises upon the Landlord giving the Tenant notice that such tax, charge or imposition has been levied. Provided that if such taxes, charges or impositions are not levied or imposed separately in respect of the Premises then the Tenant shall pay such portion of the same as may reasonably be determined by the Landlord to be attributable to the Premises. The amount of the taxes, charges and impositions shall be determined and calculated by the Landlord and notified to the Tenant, such notification to be prima facie evidence of the amount so payable.
- (5) At all times during the Term comply with all statutes ordinances proclamations orders or regulations or By-laws present or future affecting or relating to the use of the Premises and with all requirements which may be made or notices or orders which may be given by any governmental semi-governmental health licensing civic or any other authority having jurisdiction or authority over or in respect of the Premises or the user thereof and will keep the Landlord indemnified in respect of all such matters in this covenant referred to.
- (6) The Tenant shall be liable for and pay all turning on fees and all charges in respect of the supply of telephone lines gas electricity light power and water to the Premises as shown on the meters or sub-meters on the Premises. Provided that if fees or charges are not levied or imposed separately in respect of the Premises then the Tenant shall pay such portion of the same as may reasonably be determined by the Landlord to be attributable to the Premises in accordance with the usage shown on the sub-meters. The amount of the fees or charges shall be determined and calculated by the Landlord and notified to the Tenant, such notification to be prima facie evidence of the amount so payable.
- (7) Not to make or permit to be made any works extensions renovations decoration re-decorations erections or alterations in or additions to either the interior or exterior of the Premises or to the Landlord's fixtures fittings and decorations therein and not to commit or permit any waste cut remove divide alter main deface or injure the Premises or any of the ceilings walls floors partitions timbers pillars principle girders or structure of the Premises or to install any machinery electrical wiring and fittings or alter any electrical installations or add any apparatus thereto which might endanger or overload the said installation without having first obtained the Landlord's and the Management Corporation's consent in writing and in the event of such consent being given the Tenant shall at the Tenant's cost and expense obtain all necessary planning and any other consents and required licenses and permissions pursuant to the provisions of any statute rule order regulation relevant By-laws and directions of the Competent Authority therefor and to forthwith comply with the terms and conditions thereof and to carry out at the Tenant's own expense such

alterations or additions in accordance with plans and specifications as shall be approved by the Landlord and the Management Corporation with such materials and in such manner and at such time as shall be designated by the Landlord and the Management Corporation and upon the determination or sooner termination of the Term if so requested and required by the Landlord by reasonable notice to the Tenant the Tenant shall remove all such alterations in or additions to the Premises so as to restore the Premises to a good and tenantable state and condition (fair wear and tear excepted) to the reasonable satisfaction of the Landlord at the cost and expense of the Tenant.

- (8) To keep the exterior (including the external surfaces walls doors glass panels and windows) and interior of the Premises including the flooring and interior plaster or other surface material or rendering on walls and ceilings and the Landlord's fixtures fittings and decorations therein including but not limited to the doors windows glass locks fastenings window frames window glass window fittings curtains blinds electric wires drainage water and/or other pipes and sanitary water gas and electrical appliances and installations and fittings for light and power in clean and good state of tenantable repair and condition (fair wear and tear excepted) and to make good repair replace and reinstate to the reasonable satisfaction of the Landlord any damage or breakage caused to any part of the Premises or to the Landlord's fixtures and fittings therein howsoever caused including but not limited to that caused by the bringing in or removal of the Tenant's goods or effects or resulting from any neglect or malicious act or default of the Tenant its employees servants agents independent contractors visitors invitees or licensees.
- (9) As soon as may be practicable to give notice to the Landlord of any damage that may occur to the Premises or the Landlord's fixtures and fittings therein and of any accident or incident to or defects in the water pipes gas pipes electrical wiring air-conditioning ducts sanitary system or any other fitting fixtures or other facility.
- (10) The Tenant shall not bring upon the Premises any heavy machinery plant or other equipment of such nature or size as to cause any structural or other damage to the Premises.
- (11) To permit the Landlord and his duly authorised agents with or without workmen and others and with or without appliances by prior appointment at all reasonable times outside the Tenant's hours of business except in cases of any emergency to enter upon the Premises to examine the state and condition thereof and to do such works and things as may be required for any repairs maintenance additions alterations or improvements to the Premises and to ascertain that there has been and is no breach or non-compliance or non-observance or non-performance by the Tenant of or with its several covenants conditions terms stipulations provisions and undertakings herein contained on the part of the Tenant to be observed and performed and the Tenant shall forthwith repair and mend in a proper and workmanlike manner to the reasonable satisfaction of the Landlord any defects for which the Tenant is liable and of which written notice shall be given to the Tenant or left on the Premises and to pay the Landlord's reasonable costs of survey inspection examination or otherwise in respect of the preparation of any such notice, and if the Tenant shall not within fourteen (14) days after service of such notice proceed diligently with the execution of such repairs or works, then the Landlord may without prejudice to the Landlord's rights of re-entry hereunder by prior appointment and outside the Tenant's hours of business enter upon the



Premises and execute such repair or works and the costs including but not limited to reasonable legal costs and surveyors' fees thereof shall be a debt due from the Tenant to the Landlord and recoverable forthwith as such.

- (12) Not to store or keep in or about or bring upon the Premises or any part thereof arms ammunition or unlawful goods alcohol volatile or explosive oils gunpowders sal-petre chemicals petrol kerosene gas whether industrial or medical or any inflammable liquids or any articles of an inflammable nature acetylene 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 compound or substance save and except such as are required for the carrying on of the Tenant's business on the Premises. Notwithstanding anything herein contained to the contrary, if any loss or damage is caused to the Premises or any part thereof or to any adjoining or other premises in the Buildings or to the occupiers thereof by reason of the Tenant's failure to comply with the provision herein then the Tenant shall make good all such loss or damage whether to property or to persons or otherwise and shall indemnify and keep indemnified the Landlord against all claims of any kind whatsoever arising by reason thereof.
- (13) Not to use the Premises or any part thereof for any illegal unlawful or immoral purpose and not to use or permit the same to be used in any noisy noxious or offensive manner and not to do or permit or suffer to be done any act or thing which in the opinion of the Landlord may be or become or amount to a nuisance annoyance disturbance or inconvenience or cause any injury or damage to or give cause for reasonable complaint from the owners or occupants of adjoining or adjacent premises in the Buildings or any neighbouring areas.
- (14) Not to use the Premises or any part thereof or permit the same to be used as a laboratory or as a workshop nor to permit or suffer the use of the Premises as a dwelling house or residence or sleeping place and to ensure that all doors of or any other means of access to the demised premises are securely fastened and locked at all times when the Premises is not occupied or remain unattended.
- (15) Not to permit or cause or make untidy litter or obstruct or to keep place stock or store any articles goods or things on the common footway or walkway pavement lane road or the car parking areas at/near the Premises.
- (16) To employ reasonable means to keep the Premises free and clear of any insects termites rodents vermin or other pests of any kind whatsoever and in the event of failing to do so will if so required by the Landlord but at the cost of the Tenant employ from time to time or periodically pest exterminations approved by the Landlord.
- (17) To keep the Premises securely fastened and locked at all times when they remain unattended.
- (18) Not to affix paint erect attach or otherwise exhibit or permit or suffer to be affixed painted erected attached or otherwise exhibited to or upon any part or on the exterior of the Premises including the external walls or on the windows doors roof protrusions or pillars thereof without the prior written consent of the Landlord and/or the Management Corporation any sign signboard notice picture neon-sign sky-sign announcement placard poster advertisement nameplate flag flagstaff television or wireless mast or aerial or any other



devices whatsoever. The costs for making such a nameplate or signboard shall be borne by the Tenant and placed at a spot and in the manner to be indicated and directed by the Landlord and/or the Management Corporation.

- (19) Not to assign sublet underlet license lend or otherwise dispose of or part with the actual or legal possession or the use or share the possession or occupation of the Premises or any part thereof for any term whatsoever whereby any person or persons not a party to this Agreement shall obtain the use or possession of the Premises or any part thereof irrespective of whether any rental or other consideration is given for such use or possession without the written prior consent of the Landlord.
- (20) The Tenant shall be responsible for and shall indemnify and keep indemnified the Landlord from and against:-
 - (a) All claims liabilities demands writs summonses actions suits proceedings judgements 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 or bodily injury and/or damage to the property arising from or out of any occurrence in, upon or at the Premises (unless caused by or due to the act default negligence or otherwise of the Landlord its employees servants agents licensees invitees visitors or independent contractors) or the use or occupation of the Premises or any part thereof by the Tenant or by any of the Tenant's employees independent contractors servants agents invitees visitors or licensees;
 - (b) All loss and damage to the Premises and to all property therein caused directly or indirectly by the Tenant or the Tenant's employees independent contractors servants agents invitees visitors or licensees and in particular but without limiting the generality of the foregoing caused directly or indirectly by the use or misuse, waste or abuse of water, gas or electricity or faulty fittings or fixtures or electrical or other equipment or apparatus of the Tenant;
 - (c) All loss and damage occasioned to any adjacent or neighbouring premises of the Premises, and to all property therein and all loss and damage and injury to any person therein caused directly or indirectly by the Tenant or the Tenant's employees servants agents independent contractors invitees visitors or licensees.
- (21) At all times during the Term and during any period of holding over to keep current such insurance policies in respect of the Premises as deemed necessary in the reasonable opinion of the Tenant upon the Tenant's consultation with a reputable insurance company and forward copies of such said insurance policies to the Landlord upon the Tenant taking out such said insurance policies.
- (22) In all respects to comply with all obligations imposed by law with regard or in relation to or affecting or in connection with the Tenant's business and to at all times during the said term hereby created to comply with all present and future Acts statutes By-law rules and regulations relating to the Premises or the use and occupation thereof and promptly at the Tenant's cost and expense comply with all such requirements and notices as may be imposed on the occupier of the Premises by the aforesaid Acts statutes By-law rules and regulations and



any orders requirements and notices thereunder including any work required to be carried out in the Premises where such work is required to be carried out by the occupier.

- (23) Should the Tenant receive any notice from Government or any statutory public municipal or local authority with respect to the Premises to give notice thereof forthwith in writing to the Landlord.
- (24) Not to throw or permit to be thrown from or out of the Premises any articles or substance.
- (25) Not to throw dirt rubbish rags or other refuse or permit the same to be thrown elsewhere other than in proper bins receptacles or other containers for the purpose and to keep all waste and refuse out of sight of the public at all times and to dispose of and carry away the same in proper bins receptacles and other containers to the proper places therefor and not to allow any undue accumulation of such waste or refuse.
- (26) To keep clean and free from waste debris dirt and litter the common footway or walkway or pavement lane road or car parking areas at/near the Premises.
- (27) Not to burn or cause to be burnt any refuse or waste in at or/near the Premises.
- (28) At the expiration or sooner determination of the Term to quietly and peaceably yield up the Premises with the Landlord's furniture fixtures and fittings thereto if any (other than such Tenant's trade fixtures that shall belong to the Tenant), in good and substantial and tenantable repair and condition (fair wear and tear excepted) in accordance with the stipulations hereinbefore contained to the Landlord together with all locks fastenings and keys to the Premises complete (whether held by the Tenant or any of the Tenant's independent contractors employees servants agents visitors licensees occupiers or invitees or otherwise irrespective of whether the same have been supplied by the Landlord) and all doors therein, and if so required by the Landlord to remove all letterings distinctive marks signs or internal partitions fixtures furniture fittings and installation of the Tenant or any part thereof, as are specified by the Landlord, from the Premises and to reinstate renovate and re-decorate all ceilings floors walls doors and windows to a good and tenantable state and condition (fair wear and tear excepted) to the reasonable satisfaction of the Landlord. The Tenant shall make good at its own costs and expense all damages or defacements caused by the removal of any of the Tenant's trade fittings and fixtures from the Premises and in default by the Tenant, the Landlord shall be entitled to carry out such rectification works and claim the reasonable costs thereof from the Tenant.
- (29) To pay the Landlord's legal costs incurred in the preparation of this Agreement and all stamp duty and all other disbursements and out-of-pocket expenses incurred in the stamping of this Agreement (in duplicate).
- (30) Not to carry out any cooking at the Premises.
- (31) The Landlord shall during the Term allot up to three (3) car park lots within the Building's car park to the Tenant and the Tenant shall pay together with the Rent on the 1st day of each month a season parking fee of \$180.00 per month per car park lot for the use of the said car park lots Provided That the Tenant



shall give to the Landlord one (1) month's written notice if the Tenant wishes to take up the allotment of any of the said car park lots.

- (32) The Tenant shall use the carparks in the Building and elsewhere in the Development lawfully and in compliance with the By-laws prescribed in respect of the same by the Management Corporation.
- (33) The Tenant shall not solicit business, display or distribute or any other materials in any Common Area or use the same for business or commercial purposes or any other purpose whatsoever except as approved by the Management Corporation.
- (34) To pay the Landlord on a full indemnity basis and on demand by the Landlord, all the Landlord's costs and expenses incurred in preserving or enforcing any of the Landlord's rights under this Agreement.
- (35) Not to contravene the Employment of Foreign Workers Act (Cap 91A) or to employ any illegal worker including without limitation any person who is in contravention of the Immigration Act (Cap 133) and to furnish the Landlord with evidence of compliance with this clause if required. If the Tenant shall be found to have infringed the Immigration Act or other related Act and regulation or that illegal immigrants/overstayers shall be found in the Premises, notwithstanding whether the Tenant is prosecuted or not, this Agreement shall be terminated forthwith and the Tenant shall indemnify the Landlord against all losses, damages, costs and expenses suffered or incurred by the Landlord as a result of the Tenant's breach of this covenant.
- (36) To permit the Landlord/the Landlord/s agent at all reasonable times to bring prospective purchasers to view the Premises for the purpose of selling the same and to permit the Landlord and/or the Landlord's agents three (3) months' prior to the expiry of the Term or any renewal thereof to bring prospective tenants to view the Premises for the purpose of letting the same.
- (37) In the event of a sale of the Premises during the Term, the sale by the Landlord shall be made subject to this tenancy on the terms and conditions contained in this Agreement or any variations made in writing thereto and the Tenant shall accept the purchaser of the Premises as the new landlord and release the Landlord from all obligations herein without prejudice to any of the Landlord's rights and remedies against the Tenant in respect of any antecedent breach by the Tenant of the Tenant's covenants and obligations. The Tenant agrees to the transfer of the Deposit to the purchaser of the Premises and releases the Landlord from the Landlord's obligation to refund the Deposit.

SCHEDULE 2

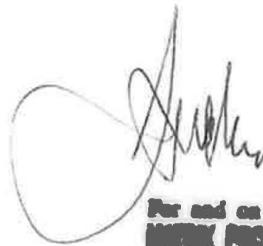
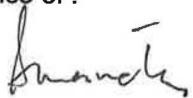
LANDLORD'S COVENANTS

- (1) To pay and discharge all present and future property or other rates taxes assessments impositions, outgoings and maintenance charges charged by the Management Corporation, imposed upon or in respect of the Premises or any part thereof, save and except such as are hereinbefore agreed to be paid by the Tenant.

- (2) That the Tenant duly paying the rent hereby reserved and performing and observing the several covenants and conditions herein contained and on the Tenant's part to be performed and observed shall peaceably hold and enjoy the Premises during the Term without any interruption from or disturbance by the Landlord or any person rightfully claiming under or in trust for the Landlord.
- (3) To insure and keep insured the Premises (excluding fittings and fixtures installed by the Tenant) against damage by fire and such other risks as the Landlord may deem fit.

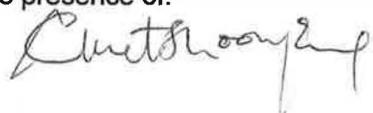
AS WITNESS the hands of the parties hereto the day and year first above written.

Signed by)
for and on behalf of the Landlord)
in the presence of :-)



For and on behalf of
MOTEX PROPERTY CONSULTANTS PTE. LTD.

Signed by)
for and on behalf of the Tenant)
in the presence of:)



Emma Holdings Pte Ltd