Dated the 6th day of November 2015

## **RESEARCH TECHNOLOGY PTE LTD**

**AND** 

# **NIHI PTE LTD**

## **TENANCY AGREEMENT**

For the term from 15/12/2015 TO 14/12/2017 In respect of Unit No. #01-06 (mini-mart), No. 80 Tuas Avenue 1 Singapore 639525

### **TENANCY AGREEMENT**

AN AGREEMENT made the H day of November Two Thousand and Fifteen (2015)

RESEARCH TECHNOLOGY PTE LTD, (ROC No. 199402973D), a company incorporated in the Republic of Singapore and having its registered office at No. 80, Tuas Avenue 1, Singapore 639525 (hereinafter called "the Landlord" which expression shall where the context so admits include the person, company or body for the time being entitled to the reversion immediately expectant on the determination of the term hereby created) of the one part and

NIHI PTE LTD (ROC No. 201532464G) a company incorporated in the Republic of Singapore and having its registered office at Blk 922 Jurong West Street 92, #08-45, Singapore 640922 (hereinafter called "the Tenant" which expression shall where the context so admits include the successors and permitted assigns of the Tenant) of the other part.

### WHEREBY IT IS AGREED as follows: -

1. The Landlord hereby agrees to let and the Tenant agrees to take part of the ground floor factory space known as Unit No. #01-06 respectively, more particularly edged in red in the floor plan attached hereto as Annexure "A", (hereinafter collectively referred to as "the Demised Premises") within the Factory Building known as No. 80 Tuas Avenue 1, Singapore 639525 (hereinafter referred to as "the Building") together with the use of all the fixtures and fittings therein belonging to the Landlord;

TO HOLD the Demised Premises unto the Tenant for a term of Two (2) years from the 15<sup>th</sup> day of December 2015 to the 14<sup>th</sup> day of December 2017 (hereinafter called "the said term") PAYING THEREFOR unto the Landlord during the said term: -

- 1.1 the monthly rent of Singapore Dollars Two Thousand Two Hundred Only (\$\$2,200.00) plus prevailing GST rate in respect of the Demised Premises in advance on the first day of each calendar month, the first of such payments of rent (or an apportioned amount where the first day of the term hereby created falls on a day other than the first day of the month) to be made on the execution of this agreement and before the commencement of the term hereby created.
- 2. The Tenant HEREBY COVENANTS with the Landlord as follows: -
  - 2.1 To pay the said monthly rent, by GIRO payment to Landlord's bank account, on the days and in the manner aforesaid without any set-off demand or deduction whatsoever. Details of Landlord's Bank Account are as follows: -

Name of Bank: The Development Bank of Singapore Ltd.

A/c No. : 002-027772-7 Branch : Jurong Branch

To pay on or before the signing of this Agreement a security deposit equivalent to two (2) months' rent amounting to Singapore Dollars Four Thousand Four Hundred Only (\$\$4,400.00), Utilities Deposit of Singapore Dollars One Thousand Only (\$\$1,000.00) and Water Deposit of Singapore Dollars Five Hundred Only (\$\$500.00) as security for the due performance and observance by the Tenant of all the agreements obligations undertakings and conditions on the part of the Tenant herein undertaken to be performed and observed and the said sum shall be retained by the Landlord until the expiration of the term hereby created.

Signed by Landlord\_

Page 1 of 10

- 2.2.1 Provided Always in the event the Tenant shall fall to perform or observe any of the covenants conditions stipulations or agreements herein contained, then such part of the deposit as shall be necessary remedy of such breach shall be forfeited by the Landlord and applied thereto (without prejudice to the Landlord's right of action against the Tenant where the sald deposit shall be insufficient for the purpose). If any amount shall be forfeited by the Landlord from the said deposit in accordance herewith the Tenant shall within seven (7) days after the date of the Landlord's written demand pay to the Landlord a sum equivalent to the amount so forfeited as deposit.
- 2.2.2 Provided Always the said deposit shall not be deemed to be treated by the Tenant as payment of rent or other charges, and in the event the term hereby created is sooner determined by the Tenant the said deposit shall be forfeited to the Landlord absolutely but the above shall not prejudice any right of action or other remedies of the Landlord for the recovery of any rental monies, damages, loss and costs due to the Landlord by the Tenant for the earlier determination of the term hereby created or in respect of any antecedent breach by the Tenant of any of the provisions of this tenancy;
- 2.2.3 Provided always that the Tenant shall perform and observe the said stipulations conditions and covenants up to including the date of expiration of the said term, the Landlord shall upon such expiration refund the deposit free of interest to the Tenant.
- 2.3 To pay the disbursement fees and the stamp fees and other charges incurred in connection with the preparation of this Agreement and any prior accompanying or future documents in any way relating to this Agreement.
- 2.4 To pay the annual JTC subletting fees in advance in the manner as stipulated by JTC's regulation.
- 2.5 To install at Tenant's own cost and expenses an electrical sub-meter within the Demised Premises and pay directly to the Landlord all charges in respect of the supply of electricity in the Demised Premises, (calculated according to the sub-meter reading) including all other charges imposed by Utility Provider and charges incurred in maintaining the main substation, within seven days upon receipt of the invoice from the Landlord.
- 2.6 To pay the Landlord a monthly charge of Singapore Dollars Twenty Only (S\$20.00) for tollet amenities.
- 2.7 To pay directly to the service providers all charges (including the Government tax thereon) for any telephone, telex, teleprinters, facsimile and/or other services established by the Tenant for connection to the Demised Premises.
- 2.8 To pay prevailing Goods and Services Tax levied or imposed on the rent and such other moneys as are required to be paid under this Tenancy Agreement from the commencement of the term hereby created.
- 2.9 To engage the services of a registered electrical contractor for installing electrical fixture or causing to be installed or repairing or causing to be repaired any or all electrical fixtures within the Demised Premises.

Signed by Landlord\_

Page 2 of 10

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- 2.10 To obtain and maintain in full force and effect at Tenant's own expense all relevant licences and approvals (including but not limited to clearance from the Head of Pollution Control Department and all other relevant authorities) which are necessary for the Tenant's business and to comply with all statues, orders, rules, regulations and by-laws as may from time to time be imposed regarding the use of the Demised Premises and the operation of the Tenant's business at the Demised Premises.
- To keep the interior of the Demised Premises including the electrical roller shutter door and the Landlord's fixtures and fittings therein including without limiting the generality of the foregoing, all doors locks window frames window glass and 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 air-conditioning and other installations from the points where the supplies exit from the meters serving the Demised Premises in good clean tenantable substantial and proper repair end condition (fair wear and tear excepted). To make good to the satisfaction of the Landlord any damage or breakage caused to the Demised Premises or other parts of the Building or to the Landlord's fixtures and fittings therein 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 or its employees invitees or visitors. If the Tenant shall fail for whatever reason to maintain the same then the Landlord may do so and the cost of maintenance or repairs shall be a debt due from the Tenant to the Landlord and be recoverable forthwith as such.
- 2.12 To keep all taps, washbasins, water closets, sinks cistems, drains, pipes, wires, conduits, fittings, equipment and apparatus within the Demised Premises clean and in good working order and repair and (where applicable) clear and free from blockage and to make good all damage occasioned to the Demised Premises or to any other part of the Building through improper use or by the negligence of the Tenant or of any person for the time being in or using the Demised Premises or by any breach of the Tenant's obligations hereunder.
- 2.13 The Tenant accepts the Demised Premises as per existing condition and immediately upon determination of the term hereby created the Tenant shall reinstate the Demised Premises at the Tenant's expense and costs in accordance to the instruction of the Landlord and deliver the Demised Premises to the Landlord in good and tenantable condition (fair wear and tear excepted) and if the Tenant shall not within fourteen (14) days after the determination of the term hereby created reinstate the Demised Premises in accordance to the Landlord's instruction the Landlord reserves the right to reinstate the Demised Premises and the cost thereof shall be a debt due from the Tenant to the Landlord and recoverable forthwith as such.
  - 2.13.1 Any alteration or redecoration or partitioning or additions of power points, meter, air-conditions, lightings, etc., to the Demised Premises or to the existing fixtures fittings therein desired by the Tenant shall be carried out by qualified contractors and at Tenant's own cost and expense subject in all cases to the prior written consent of the Landlord and provided that such works are in conformity with all relevant laws, by-laws and regulations of all relevant authorities.
  - 2.13.2 Upon determination of the term hereby created such additions and alterations shall remain a property of the Landlord and shall not be removed without first obtaining the permission of the Landlord.

Signed by Landlord\_

Tenant\_\_

Page 3 of 10

- 2.13.3 In the event the Landlord requires such additions and alterations to be removed the Tenant shall remove at Tenant's own cost and expense such addition or alteration made to the Demised Premises to the satisfaction of the Landlord and deliver the Demised Premises in good and tenantable condition (fair wear and tear excepted) and if the Tenant shall not within fourteen (14) days after the determination of the term hereby created remove such addition/alteration in accordance to the Landlord's instructions then the Landlord shall remove or cause the same to be removed and the cost thereof shall be a debt due from the Tenant to the Landlord and be recoverable forthwith as such.
- 2.14 To permit the Landlord and its duly authorised agents with or without workmen and others all reasonable times to enter upon the Demised Premises and to view the condition thereof and forthwith to repair amend and make good 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 costs of survey or otherwise in respect of the preparation of such notice and if the Tenant shall not within seven (7) days 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 repairs or works and the cost thereof shall be a debt due from the Tenant to the Landlord and be recoverable forthwith as such.
- 2.15 With prior notice given to the Tenant, to permit the Landlord and its agents and all persons authorised by either of them at all reasonable times of the day to enter upon and to lay or fix in or lead through the Demised Premises all pipes ducts for water, gas, sewerage, aircondition and conduit boxes or wires, cables and other apparatus for electricity and telephones the Landlord may from time to time require to be laid or fixed or led through the Demised Premises for the general purposes of the Building or otherwise and to do such repairs or other work which the Landlord may consider desirable.
- 2.16 Not to store or bring upon the Demised Premises or any part thereof, any arms ammunition or unlawful goods, gun-powder 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 Provided Always that if any combustible or inflammable materials are stored in the Demised Premises with the consent in writing of the Landlord, any increase in the premium on fire or other insurance as may have been taken out by the Landlord for the same shall be borne by the Tenant.
- 2.17 Not to do or permit to be done anything whereby the policy or policies of insurance against damage by fire on the Demised Premises or on the Building may become void or voidable or whereby the premium may be increased and to repay to the Landlord any sums paid by the Landlord by way of Increased premium and any expenses incurred by the Landlord or rendered necessary in or about any renewal of such policy or policies by reason of a breach or non-observance of this undertaking.
- 2.18 Not to use or permit to be used the Demised Premises or common areas of the Building for any unlawful purpose or for any purposes other than those for which they were constructed and not to do or permit to be done any act or thing which may become a nuisance or interfere with the quiet occupation or comfort of the Landlord or of any of the other tenants or occupants of the Building, and not to permit anyone to sleep or reside therein.

2.19 Not to use the Demised Premises for any unlawful or unethical business practice or conduct the Tenant's business in such manner as to prejudice the goodwill and reputation of the Building.

Signed by Landlord\_

Tenant\_

Page 4 of 10

- 2.20 Not to use the Demised Premises or any part thereof other than Mini-mart in connection with and for the purpose of the Tenant's business only.
- 2.21 Not to assign, charge, create a trust or agency, mortgage, let, sublet, grant a licence or part with or share the possession of occupation of the Demised Premises or any part thereof or permit any other party or person by way of a licence or otherwise to occupy the Demised Premises or any part thereof at any time during the term hereby created.
- 2.22 To obtain from the Landlord and relevant authorities, the permission to have any signboard affixed, painted or otherwise exhibited upon any part of or on the exterior wall of the Demised Premises or in any part of the Building. The license fees or charges if any, for signages imposed by the Government authorities shall be bome by the Tenant. Should there be any objections by the authorities, the Tenant is to remove the said signboard within seven (7) days' notice.
- 2.23 If the tenant shall place any machinery or goods in the open area outside the Demised Premises and shall fail to remove within 24 hours after demand to do so by the Landlord or relevant authorities, the Landlord shall have the right to remove or cause to be removed the same at the Tenant's expense without incurring liability thereof or charge the Tenant for the space occupied accordingly at a rate to be determined by the Landlord.
- 2.24 Not to exceed the maximum electricity load and not to load or permit to be loaded on any part of the floors of the Demised Premises weights exceeding those specified by the Landlord or other relevant authorities (where applicable).
- 2.25 Not to allow any form of unauthorized persons, illegal workers, that is, persons not under the care control or employment of the Tenant to enter the Demised Premises; the Tenant hereby undertakes the responsibility and duty to provide ample security (whether in the form of personnel or equipment) to ensure the compliance of the clause mentioned herein.
- 2.26 Not to throw or permit to be thrown dirt, rubbish, rags, drums or other refuse except into proper bins or other containers provided by the Tenant for such purposes.
- 2.27 At all times throughout the term hereby created, Tenant must take out and maintain, at Tenant's own costs and expenses, the following insurance policies, in respect of the Demised Premises:-
  - 2.27.1 Comprehensive Public Liability Insurance (minimum sum insured Singapore Dollars Two Million) covering claims against personal injury, death or property damage or loss arising out of all operations of the Tenant in the Property;
  - 2.27.2 Insurance policy to cover all goods belonging to or held in trust by the Tenant in the Demised Premises against loss or damage by fire;

Signed by Landlord\_

Page 5 of 10

Tenant

2.27.3 Insurance policy to cover such events where the Demised Premises or any part thereof may at any time during the said term be destroyed or damaged by fire lightning riot tempest or Act of God or war so that if the Demised Premises shall become partly or totally unfit for occupation and use the Tenant shall be able to continue to pay the rental herein.

The Tenant must provide the Landlord with satisfactory documentary evidence of the policies, and the receipt for the premiums paid under such policies at any time upon reasonable notice by the Landlord.

- 2.28 At all times to comply with all such requirements as may be imposed on the occupier of the Demised Premises by any statutes now or hereafter in force and any orders rules requirements regulations and notices thereunder and to indemnify the Landlord against any loss or damage suffered by the Landlord by reason of the Tenant's breach of its obligations under this provision.
- 2.29 To give to the Landlord notice of any notices or orders served by any Government or statutory body with respect to the Demised Premises which require the attention of or compliance by the Landlord and to indemnify the Landlord against any loss or damage suffered by the Landlord by reason of the Tenant's breach of this provision.
- 2.30 The Tenant shall not cause or do or suffer to be done any act or thing which may as between the Landlord and the Jurong Town Corporation constitute or cause a breach by the Landlord of any of the terms, covenants, conditions or stipulations on the part of the Landlord to be observed or performed by virtue of the lease or sublease between the Landlord and the Jurong Town Corporation 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 Jurong Town Corporation for any inconvenience, loss, damage, costs, expenses or compensation whatsoever in the event that the Jurong Town Corporation, its employees, servants or authorised agents with or without workmen, tools and equipment should enter upon the Landlord's Demised Premises or sub-let Demised Premises to do any act or thing which the Jurong Town Corporation is entitled to do by virtue of the said lease or sub-lease or of any laws, by-laws, rules or regulations.
- 2.31 The Landlord shall for the purposes of sub-clause 2.30 aforesaid acquaint the Tenant with the terms, covenants, conditions and stipulations of the lease or sublease between the Landlord and the Jurong Town Corporation and any variations or amendments thereto.
- 2.32 To permit Jurong Town Corporation and/or the Landlord or their respective servants or agents with or without workmen, tools and equipment during the term hereby created at all reasonable times to enter upon the Demised Premises and every part thereof to examine the state and condition of the same and defects decays and wants of reparation and of all breaches of covenant there found.
- In the event that the Jurong Town Corporation at any time before the expiry of the subletting term gives three months' notice in writing requiring that the subletting be terminated or becomes entitled to and re-enters the Landlord's Demised Premises or any part thereof in the name of the whole the subletting terms shall upon the expiration of the said notice or upon the said re-entry absolutely determine without prejudice to any rights and/or remedies which have accrued to either party against the other under the subletting agreement and without the Jurong Town Corporation being liable for any inconvenience loss, damages, compensation, costs or expenses whatsoever (in this event the Landlord shall refund the deposit, without interest, to the Tenant accordingly).

Signed by Landlord

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Page 6 of 10

- 2.34 The Tenant shall at his own cost and expense and subject to the prior approval in writing of the Jurong Town Corporation and the relevant governmental and statutory authorities provide suitable and proper foundation for all machinery, equipment and installations in connection with the approved usage at the sublet Demised Premises. The Jurong Town Corporation shall not be liable for any loss, damage or inconvenience that the Tenant may suffer in connection with any defects caused to the ground/production floor slabs or apron slabs by overloading and any subsidence or cracking of the ground/production floor slabs, aprons, drains and driveways of the sublet Demised Premises or from other defects inherent or otherwise in the sublet Demised Premises. The Landlord will provide the Tenant drawings/static calculations and details as necessary (drains, culverts, cable runs etc) that pass through or under the area being rented to the Tenant.
- 2.35 During the three (3) months immediately preceding the expiration of this Agreement, to allow at all reasonable times prospective tenants or occupiers to inspect the Demised Premises, and to allow the Landlord to exhibit in such places as the Landlord shall think fit notices indicating that the Demised Premises are to become vacant.
- 2.36 At the expiration or sooner determination of the term hereby created peaceably and quietly to yield up the Demised Premises to the Landlord together with the Landlord's fixtures and fittings therein hereto as good and tenantable repair and condition in accordance with the Tenant's covenants herein contained and with all locks keys and fastenings complete and to reinstate the Demised Premises to the condition it was in when the Landlord delivered possession of the Demised Premises to the Tenant and to make good at the expense of the Tenant any damage or defacement caused by the removal of the fixtures, fittings or other property of the Tenant including the removal of any lettering or name plate and if the Tenant fails to so reinstate the Demised Premises or make good such damage or defacement the Landlord may do so and the Tenant shall pay to the Landlord the cost thereof within seven (7) days of the Landlord notifying the amount to the Tenant. The Tenant shall also pay to the Landlord as liquidated damages for the period during which the aforesaid reinstatement works or repairs are being carried out, an amount equivalent to double the rent herein, and the amount thereof shall be a debt due from the Tenant to the Landlord and be recoverable forthwith as such.
- 2.37 In the event the Tenant continues to occupy the Demised Premises beyond the expiration or determination of the Terms or fails to deliver vacant possession thereof to the Landlord after the expiration or determination of the term hereby created the Tenant shall pay to the Landlord for such holding over period double the amount of rent but without prejudice to the right of action of the Landlord against the Tenant for any losses suffered by the Landlord in respect of the Tenant holding over of the Demised Premises. The provisions herein shall not be construed as the Landlord's consent for the Tenant to hold over after the expiration or determination of the term hereby created.

#### 3. The Landlord HEREBY COVENANTS with the Tenant as follows: -

3.1 The Tenant paying the rent and hereby reserved and performing and observing the several covenants and conditions on the Tenant's part and the conditions herein contained shall peaceably hold and enjoy the Demised Premises during the said term without any interruption by the Landlord or any person rightfully claiming under or in trust of the Landlord.

Signed by Landlord

Page 7 of 10

Tenant

- 3.2 To pay all future rates assessments taxes and outgoings in respect of the Demised Premises.
- 3.3 Prior to the commencement of the said term, to apply to and obtain from the Jurong Town Corporation consent to the subletting of the Demised Premises.

#### 4. PROVIDED ALWAYS AND IT IS HEREBY AGREED as follows: -

- If the rent hereby reserved or any part thereof shall at any time be unpaid for seven (7) days after becoming payable whether formally demanded or not, or if any undertaking on the Tenant's part herein contained shall not be performed or observed or if the Tenant being an individual shall become bankrupt or being a company shall go into liquidation (except for the purposes of amalgamation or reconstruction) or if the Tenant shall make any assignment for the benefit of its creditors or enter into an agreement or make any arrangement with its creditors for liquidation of its debts by composition or otherwise then and in any one of the said cases it shall be lawful for the Landlord at any time thereafter to forfeit the deposit paid by the Tenant hereunder and to re-enter upon the Demised Premises or any part thereof in the name of the whole and thereupon this letting shall absolutely cease and determine but without prejudice to the right of action of the Landlord against the Tenant in respect of any antecedent breach of the Tenant's undertakings herein contained.
- 4.2 Without prejudice to the Landlord's rights under clause 4.1 above, the Tenant shall pay to the Landlord on demand interest calculated base on the prime lending rate of local Banks prevailing on the date payment of any rent or any other monies due under this Agreement from the date that the same is due up to the actual date of payment if the said monies remain unpaid for more than seven (7) days after the same are due (whether formally demanded or not).
- 4.3 Notwithstanding anything herein contained the Landlord shall not be liable to the Tenant, its agents, servants, invitees or licensees nor shall the Tenant have any claim against the Landlord in respect of: -
  - 4.3.1 any interruption in any of the services hereinbefore mentioned by reason of necessary repair or maintenance of any installations or apparatus or damage thereto or destruction thereof by fire water riot act of God or other cause beyond the Landlord's control or by reason of mechanical or other defect or breakdown or other inclement conditions or shortage of manpower, fuel, materials, electricity or water or by reason of labour disputes;
  - 4.3.2 any act, omission, default, misconduct or negligence of any watchman, attendant or other servant or employee, independent contractor or agent of the Landlord in or about the performance or purported performance of any duty relating to the provision of the said services or any of them;
  - 4.3.3 any damage, injury or loss arising out of the leakage of the piping, wiring and/or sprinkler system in the Building and/or the structure of the Building and/or any defect in the Building.

Signed by Landlord

Tenant\_

Page 8 of 10

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- 4.4 The Tenant shall indemnify and keep indemnified the Landlord in full from and/or against: -
  - 4.4.1 all claims demands action suits proceedings orders 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 any occurrence in upon or at the Demised Premises or the use of the Demised Premises or any part thereof caused by the Tenant or by any of the Tenant's employees independent contractors agents invitees or licensees;
  - 4.4.2 any part thereof and to all property therein caused directly or indirectly by the Tenant 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 of the Tenant.
- 4.5 No waiver whether express implied or due to an oversight by the Landlord of one breach default or non-observance or non-performance of any of the provisions in this Agreement contained or implied shall operate as a waiver of any continuing or subsequent breach of the same or of any other covenant obligation or provision in this Agreement contained or implied nor shall it operate in any manner so as to default or affect in any way the rights of the Landlord in respect of any such continuing or subsequent breach default or non-observance or non-performance. The acceptance by the Landlord of rent hereby reserved shall not be deemed to operate as a waiver by the Landlord of any right to proceed against the Tenant in respect of any breach by the Tenant of any of its obligations hereunder.
- 4.6 Any time or other indulgence granted by the Landlord under this Agreement shall be without prejudice to and shall not be taken as a waiver of any of the Landlord's rights under this Agreement nor shall it prejudice or in any way limit or affect any statutory rights powers and remedies from time to time vested in or exercisable by the Landlord.
- 4.7 The Tenant hereby expressly agrees with the Landlord that where the Landlord disposes of its estates or interest in the Demised Premises, the Tenant shall accept the new owner of the Demised Premises as its new landlord and confirms that in such event, the Landlord shall be released from all its obligations hereunder. Where required by the Landlord, the Tenant shall be a party to and shall execute any Agreement or Assignment to be made between the Landlord and the new owner.
- If any one or more of the provisions contained in this Agreement 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 thereby.
- 4.9 The validity, construction, interpretation and enforcement of this Agreement and any other document or agreement contemplated herein and all rights remedies powers obligations and liabilities hereunder and thereunder shall be governed by the laws of the Republic of Singapore.

Signed by Landlord

Tenant\_\_

Page 9 of 10

- Any notice in writing required to be served hereunder shall be deemed to be sufficiently served on the other party if sent by prepaid registered post in any envelope addressed to that party and sent to the address of that party stipulated in this Agreement (or to such other address as shall have been previously notified in writing), or sent by facsimile transmission to that party. In addition to the above, any notice to be served on the Tenant shall also be sufficiently served if left at the Demised Premises in an envelope addressed to the Tenant.
- 5. In the interpretation of this Agreement except to the extent that such interpretation shall be excluded by or be repugnant to the context when used herein Where the context so admits or requires: -
  - 5.1 "Landlord" shall include its assigns and successors in title and the person for the time being entitled to the reversion immediately expectant on the said term hereby created;
  - Where two or more persons are included in the expression "the Tenant" 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 and permitted assigns respectively jointly and severally;
  - 5.3 words importing the singular or plural number shall be deemed to include the plural or singular number respectively and words importing the masculine gender only shall include the feminine or neuter gender and vice versa as the case may require; and
  - 5.4 "person" shall be deemed to include a corporation;
  - 5.5 "month" means "calendar month";
  - "common areas" shall mean those parts which are not part of the Demised Premises and facilities of and in the Building 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 Demised Premises in the Building 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 limiting the generality of the foregoing all roads walls walkways passages entrances and such other areas amenities grounds and conveniences from time to time provided or made available by the Landlord.

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

SIGNED by for and on behalf of RESEARCH TECHNOLOGY PTE LTD

In the presence of:-

SIGNED by for and on behalf of NIHI PTE LTD

In the presence of:-

NIMI PTE LTD

M.P. 83110470

For and on behalf of the Tenant