

Dated the 5th day of October 2007

JKP PTE LTD

AND

HEALTH SPA FITNESS CENTRE PTE LTD

TENANCY AGREEMENT

For the said term from **01/01/2008 TO 31/12/2010**
In respect of Unit No. #B1-01& Part of #B1-02
No. 511, Guillemard Road,
Grandlink Square
Singapore 399849

TENANCY AGREEMENT

AN AGREEMENT made the 5th day of October Two Thousand and Seven (2007)
BETWEEN: -

JKP PTE. LTD., (ROC No. 200712530E) a company incorporated in the Republic of Singapore and having its 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 said term hereby created) of the one part and

HEALTH SPA FITNESS CENTRE PTE LTD, (ROC No. 198502358D) a company incorporated in the Republic of Singapore and having its registered office at No. 102, Guillemard Road, #02-02, Badminton Association, Singapore 399719 (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. In consideration of the rent service charge and Tenant's covenants hereinafter reserved and contained the Landlord hereby agrees to let and the Tenant agrees to take all that premises being **Unit No. #B1-01 and Part of Unit #B1-02**, comprising of an estimated area of **10,500** square feet, more particularly edged in red in the floor plan attached hereto as Annexure "A", (hereinafter referred to as "the Demised Premises") situate on the basement storey of the building known as 511 Guillemard Road, Grandlink Square, Singapore 399849 (hereinafter referred to as "the Building") Together with (in common with the Landlord and all others having the like right) the right to the use of the common facilities and the services as exist from time to time provided by the management corporation of the Building hereinafter referred to Excepting and Reserving unto the Landlord the free and uninterrupted use of all gas water and other pipes electric telephone and other wires conduits flues and drains in through or under the Demised Premises

TO HOLD the Demised Premises unto the Tenant for a term of Three (3) years from the **1st day of January 2008 to the 31st day of December 2010** (hereinafter called "the said term") YIELDING AND PAYING THEREFOR unto the Landlord during the said term: -

- 1.1 the rent of **Singapore Dollars Thirty One Thousand Two Hundred and Fifty Eight and Cents Fifty Only (\$31,258.50)** per month (hereinafter called the "rent") in respect of the Demised Premises
- 1.2 by way of additional rent, monthly service charge of **Singapore Dollars Ten Thousand Seven Hundred and Forty One and Cents Fifty Only (\$10,741.50)** per month (hereinafter called the "service charge") which shall be subject to increase in the manner provided in Clause 3.4 hereof being reimbursement to the Landlord for the service charge (including sinking fund) payable to the management corporation established or to be established for the Building (hereinafter called the "management corporation") in respect of the Demised Premises for (including but not limited to) keeping the building's central air-condition, roof main drains and pipes, all external walls and all common parts of the Building including entrances car park staircases landings corridors passages service road lavatories and conveniences clean and in good repair repainting and redecorating of the same or any part thereof at such times and in such manner as the management corporation may consider to be necessary.
- 1.3 The rent and service charge plus prevailing GST shall be payable 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 said term hereby created falls on a

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day other than the first day of the month) to be made on the execution of this agreement and before the commencement of the said term hereby created (whichever is earlier).

2. FITTING OUT

2.1 Fitting Out Period

2.1.1 In consideration of the Tenant completing the said term and complying with all the said terms and conditions applicable to this Agreement, the Landlord agrees to grant the Tenant a fitting out period of **Three (3) months** commencing from and including **1st October 2007** (hereinafter called the "Fitting Out Period") (free of rent and service charge for the month of October'07. For November'07 and December'07 Tenant shall pay Landlord **S\$26,964.00** being service charge and admin fees including GST) for the Tenant to carry out such fitting out or other works (hereinafter collectively called "the Tenant's works") as the Tenant may require to carry out in connection with the use and enjoyment of the Demised Premises and which shall be completed by the Tenant within the Fitting Out Period.

2.1.2 In the event that the said term is prematurely terminated by the Tenant for any reason whatsoever or this Agreement is determined by the Landlord in consequence of the Tenant's breach of the said terms and conditions applicable to this Agreement, then in addition to and without prejudice to any other rights or remedies of the Landlord, the Tenant shall compensate and pay to the Landlord on demand an amount calculated: -

(a) at the monthly rate equivalent to the rent and service charge and the goods and services tax thereon which would have been applicable if the Fitting Out Period constituted part of the said term; and

(b) for the entire duration of the Fitting Out Period.

2.1.3 Prior to the commencement of the said term, the Tenant shall not without the prior written consent of the Landlord (which consent may be granted on such terms and conditions as the Landlord deems fit in its absolute discretion) use the Demised Premises for any purpose other than for the Tenant's Works.

2.1.4 The Tenant hereby acknowledges that until the commencement of the said term, the Tenant shall be in possession of the Demised Premises as a licensee thereof. Notwithstanding that the said term has not commenced, the Tenant shall nevertheless be bound by the said terms, covenants and conditions set forth in this Agreement insofar as they are applicable and if any of the events set forth in Clause 5.1 shall occur at any time prior to the commencement of the said term, the Landlord in addition to and without prejudice to any other rights and remedies, shall be entitled, by giving written notice to the Tenant to that effect to rescind its agreement to grant a lease of the Demised Premises to the Tenant on the said terms, covenants and conditions set out in this Agreement. Upon such rescission:-

(a) the Tenant's interest in and the rights in relation to the Demised Premises shall cease and determine;

(b) (if the Tenant shall have taken possession of the Demised Premises) the Tenant shall at its own cost and expense yield up and redecorate the Demised Premises in accordance with Clauses 3.36 and 3.37. If the Tenant fails to do so, the Landlord may effect the same at the Tenant's costs and expense.

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and all costs and expenses incurred by the Landlord shall be paid by the Tenant to the Landlord within seven (7) days of demand from the Landlord; and

- (c) the Tenant shall pay to the Landlord compensation and damages for the loss of rent and service charge (payable by the Tenant had the said term been completed), suffered by the Landlord consequential upon such rescission and the Landlord will retain all rights and remedies against the Tenant for the antecedent breach, non-observance or non-performance of its obligations under this Agreement.

2.2 Tenant's Works

- 2.2.1 The Tenant shall accept the Demised Premises in its existing state and condition. The Tenant shall carry out at the Tenant's own costs and expenses to carry out all works required by the Tenant for purpose of fitting out the Demised Premises.
- 2.2.2 Prior to the commencement of the Tenant's Works, the Tenant shall at its own costs and expense submit to the Landlord for approval all plans, layouts, designs, drawings and specifications for the Tenant's Works (including details of proposed materials to be used for the Tenant's Works) before the Tenant submits the same to any relevant government authority for the approval.
- 2.2.3 The Landlord shall be entitled to engage its architect, engineer or other consultant(s) for the purpose of considering the plans, specifications and materials relating to the Tenant's Works, the fees and expenses of such architect, engineer and consultant(s) incurred in connection therewith shall be borne by the Tenant and forthwith paid by the Tenant to the Landlord on demand. If the Tenant fails to make payment on demand, the Landlord may effect payment of the same and all expenses so incurred by the Landlord shall be recoverable from the Tenant as if they were rent in arrears.
- 2.2.4 The Tenant shall apply for and obtain all 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 (hereinafter called the "Requisite Consents").
- 2.2.5 Prior to the commencement of the Tenant's Works, the Tenant shall effect and maintain at the Tenant's cost and expense, a comprehensive public liability policy, covering the period from the date of commencement of the Tenant's Works to the date of completion of the Tenant's Works for an adequate amount or such higher amounts as the Landlord may from time to time prescribe with a reputable insurance company naming the Landlord as one (1) of the co-insured parties for their respective rights and interest.
- 2.2.6 Prior to the Tenant taking possession of the Demised Premises, the Tenant shall deposit with the Landlord a sum of **Singapore Dollars Five Thousand (S\$5,000)** (hereinafter called the "Fitting Out Deposit") as security for (i) the Tenant making good to the satisfaction of the Landlord all damage to the Demised Premises and the Building resulting from the execution of the Tenant's Works, (ii) the Tenant removing all waste materials and debris arising from non-structural addition and alteration works relating to the Tenant's Works and (iii) the due compliance by the Tenant of the provisions of this Clause 2.2.

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If the Tenant fails to comply with the provisions of Clause 2.2.6 above, the Landlord may effect the necessary works, and apply the Fitting Out Deposit in meeting the costs and expenses so incurred by the Landlord, and the Fitting Out Deposit subject to any deductions to be made by the Landlord pursuant to the provisions herein, shall be repaid to the Tenant, without interest, within one (1) month after the proper completion of the Tenant's Works (in compliance with the provisions of this Clause 2.2 and the making good of the damage (if any) to the Demised Premises and the Building as aforesaid.

If the Fitting Out Deposit shall be insufficient, the Tenant shall pay to the Landlord on demand all expenses so incurred with Interest from the date of expenditure until the date they are paid by the Tenant to the Landlord (such expenses and Interest to be recoverable as if they were rent in arrears).

2.2.7 Following the approval of the Landlord and the obtaining of the Requisite Consents, the Tenant shall proceed to carry out and complete the Tenant's Works to the Landlord's reasonable satisfaction:-

- (a) in accordance with the plans, layouts, designs, drawings, specifications and other details approved by the Landlord;
- (b) with good and suitable materials of a type, quality, colour and standard approved by the Landlord;
- (c) in good and workmanlike manner in accordance with good building practice and in compliance with the reasonable requirements of the Landlord;
- (d) in accordance with the Requisite Consents in relation to the Tenant's Works;
- (e) in accordance with the guidelines, terms and conditions regulating Tenant's Works as may from time to time be applicable to the Building;
- (f) 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 Demised Premises; and
- (g) with due diligence.

2.2.8 The Tenant's Works shall only be carried out:-

- (a) in the case of any installation works in respect of the air-conditioning and mechanical ventilation system, fire-fighting and alarm system, telecommunication, security and closed-circuit television system and building automation system and any electrical engineering works, by specialist contractors nominated by the Landlord and separately employed by the Tenant in relation to the Tenant's Works; and
- (b) in all other cases by engineers or contractors appointed by the Tenant with the approval of the Landlord.

A contractor or engineer nominated or approved by the Landlord pursuant to this Clause shall not be deemed to be an agent or employee of the Landlord and the Tenant shall not have any claim whatsoever against the Landlord in respect of any act, omission, default, misconduct or negligence of any such contractor.

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- 2.2.9 The Tenant shall permit the Landlord and its servants or agents at all reasonable times to enter into and inspect and view the Demised Premises to ascertain if the Tenant's Works are or have been carried out in accordance with the provisions of this Clause 2.2. If any breach of the provisions of this Clause 2.2 shall be found upon such inspection, the Tenant shall upon notice by the Landlord take all necessary steps for the rectification of such breach.
- 2.2.10 The Tenant shall indemnify and keep the Landlord indemnified against:-
- (a) the breach, non-observance or non-performance of any Requisite Consents in relation to the Tenant's Works; and
 - (b) 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.
- 2.2.11 Any delay in carrying out or completing the Tenant's Works shall not be a ground for postponing the commencement of the said term or payment of rent, service charge and other moneys reserved by this Agreement, 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.

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

3.1 Payment of rent and service charge

To pay the rent and service charge on the days and in the manner aforesaid without any set-off demand or deduction whatsoever whether for alleged breach of Landlord's covenant or otherwise and not to seek to exercise any right or claim to withhold rent or any right or claim to legal or equitable set-off.

3.2 Payment by GIRO

To pay the rent, service charge and all other sums payable by the Tenant under this Agreement by way of GIRO into Landlord's bank account. Details of Landlord's Bank Account is as follows: -

In Favour of	: JKP PTE. LTD.
Name of Bank	: The Development Bank of Singapore Ltd
A/c No.	: 014-901455-6
Branch	: Bukit Timah Plaza Branch

3.3 Security Deposit

- 3.3.1 To pay to the Landlord on or before the execution of this Agreement a Security Deposit equivalent to three (3) months' rent and service charge amounting to **Singapore Dollars One Hundred and Twenty Six Thousand Only (\$\$126,000.00)** and at all times during the said term to maintain a sum equivalent to three (3) months rent and service charge as security deposit for the due performance and observance by the Tenant of all singular the stipulations conditions and covenants 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 said term hereby created and in the event the rent and/or service charge is/are increased in accordance with the provisions of this Agreement to pay forthwith the amount of such increase so that the security deposit shall at all times be equivalent to (3) months' rent and service charge.

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3.3.2 Provided Always in the event the Tenant shall fail to perform or observe any of the covenants conditions stipulations or agreements herein contained, then such part of the security 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 said security deposit shall be insufficient for the purpose). If any amount shall be forfeited by the Landlord from the said security 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 security deposit.

3.3.3 Provided Always the said security deposit shall not be deemed to be treated by the Tenant as payment of rent or other charges, and in the event the said term hereby created is sooner determined by the Tenant the said security 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 said term hereby created or in respect of any antecedent breach by the Tenant of any of the provisions of this tenancy;

3.3.4 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 said security deposit free of interest to the Tenant.

3.4 Additional Service Charge

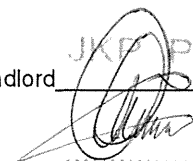
To pay to the Landlord as additional service charge any increase in the service charge payable by the Landlord to the management corporation in respect of the Demised Premises and notified to the Tenant from time to time to the intent that the Tenant shall fully reimburse and indemnify the Landlord for all increases in the service charge (including sinking fund) payable by the Landlord to the management corporation in respect of the Demised Premises.

3.5 Goods and Services Tax and other Taxes

3.5.1 To pay any applicable goods and services tax, imposition, duty and levy whatsoever (hereinafter collectively called "Taxes") which may from time to time be imposed or charged before, on or after the commencement of this tenancy (including any subsequent revisions thereto) by any government, quasi-government, statutory or tax authority (hereinafter called the "Authorities") on or calculated by reference to the amount of the rent, service charge and other sums payable by the Tenant under this Agreement (hereinafter collectively called the "Agreed Sum") or any part thereof, and the Tenant shall pay all such Taxes or reimburse the Landlord for the payment of such Taxes, as the case may be, in such manner and within such period as to comply or enable the Landlord to comply with any applicable orders or directives of the Authorities and the relevant laws and regulations. If the Landlord or the Tenant (or any person on their behalf) is required by law to make any deduction or withholding or to make any payment, on account of such Taxes, from or calculated by reference to the Agreed Sum (or any part thereof):-

(a) The Tenant shall pay, without requiring any notice from the Landlord all such Taxes for its own account (if the liability to pay is imposed on the Tenant), or on behalf of and in the name of the Landlord (if the liability to pay is imposed on the Landlord) on receipt of written notice from 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 (which shall be in addition to the Tenant's liability to pay the Agreed Sum) on receipt of written notice from the Landlord; and

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- (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 the aforesaid deduction, withholding or payment, the Landlord or any person or persons to whom such sum is to be paid, receives on due date and retains (free from any liability in respect of any such deduction, withholding or Taxes) a net sum equal to what would have been received and retained had no such deduction, withholding or payment been required or made.

3.5.2 The rights of the Landlord under this Clause shall be in addition and without prejudice to any other rights or powers of the Landlord under any applicable order or directive of the Authorities or any relevant law or regulation, to recover from the Tenant the amount of such Taxes which may be or is to be paid or borne by the Landlord. The Tenant shall indemnify and hold harmless the Landlord from any losses, damages, claims, demands, proceedings, actions, costs, expenses, interests and penalties suffered or incurred by the Landlord arising from any claim, demand, proceeding or action that may be made or instituted by the Authorities in respect of such Taxes and resulting from any failure or delay on the part of the Tenant in the payment and discharge of any such Taxes.

3.5.3 Without prejudice to any of the foregoing provisions, the Tenant shall pay and reimburse the Landlord for all goods and services tax which may from time to time be imposed or charged before, on or after the commencement of this tenancy in respect of any supply which may be determined by the Comptroller of Goods and Services Tax under or in connection with the occupation and lease of the Demised Premises and the Tenant shall indemnify and hold harmless the Landlord from any losses, damages, claims, demands, proceedings, actions, costs, expenses, interests and penalties suffered or incurred by the Landlord in respect of any such goods and services tax.

3.6 Utilities

To pay to SP Services Ltd or other appropriate authority for all water gas electricity and the tax thereon and any other services supplied separately to the Demised Premises.

3.7 Telephones etc.

To install at Tenant's own cost and expense all telephones and facsimile machines as the Tenant required.

3.8 Permitted Usage

3.8.1 To use and occupy the Demised Premises solely and exclusively as Health Spa & Fitness Centre cum Restaurant in connection with and for the business of the Tenant.

3.8.2 The Tenant shall not use or permit the use of the Demised Premises or any part thereof: -

- (a) Otherwise than for the purposes specified in Clause 3.8.1;
- (b) for any purpose otherwise than in accordance with the permitted use approved by the relevant government authorities; and

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- (c) for the purposes specified in clause 3.8.1, until and unless all necessary approvals, consents, licences and permits shall have been obtained from the relevant government authorities and such approvals, consents, licences and permits remain valid and subsisting.

3.9 Alterations and additions

Not to make or permit to be made any alterations in or additions to the Demised Premises or any part thereof without the prior consent in writing of the Landlord and if the Landlord shall consent to such alterations or additions at the Tenant's expense to engage architects to apply for all necessary planning permission and other permissions necessary under the provisions of any Statute Rule Order Regulation of By-law applicable thereto and to carry out at the Tenant's expense such alterations or additions in accordance with the conditions thereof and the Landlord's terms and conditions and upon the determination of the said term hereby created and if requested by the Landlord the Tenant shall at its own cost and expense restore the Demised Premises to its original state and condition when possession to the Demised Premises were handed to the Tenant.

3.10 Opening Hours

To open and keep the Demised Premises open for trade or business every day of the calendar year (except for the two (2) public holidays gazetted for Chinese New Year and such other day or days in the calendar year from time to time specified by the Landlord) during the hours of 11.00 a.m. to 11.00 p.m., not to lengthen shorten or otherwise vary such opening hours without the prior written approval of the Landlord and the management corporation but to adhere strictly to such opening hours (subject to the Landlord making any changes thereto from time to time) and to extend or reduce to such hours as may be decided by the Landlord during the festive seasons determined by the Landlord.

3.11 Conduct of Business

- 3.11.1 To conduct the Tenant's business therein at all times in good faith and in a reputable manner and not to practise undesirable or inappropriate business methods whether as regards advertising, selling or otherwise which in the opinion of the Landlord would affect the reputation of the Landlord and/or the Building or would confuse, mislead or deceive the public;
- 3.11.2 to observe to the satisfaction of the Landlord, a high standard of cleanliness and hygiene at all times in the preparation of food and drinks and to maintain to the satisfaction of the Landlord a high standard and quality of the food and drinks offered for sale and service to customers;
- 3.11.3 not to throw any debris and waste generated or produced at the Demised Premises including but not limited to pollutants, refuse, rubbish, scrap, tins, bottles, boxes, containers of any kind, any article or thing, through or over windows or in any part of the Demised Premises but into proper receptacle bins, or containers only, to keep such debris and waste out of sight of the public during business hours, to collect and remove all such debris and waste from the Demised Premises and deposit the same in a proper, safe, clean and efficient manner in approved refuse bins at such times and places each day as may be specified by the Landlord or the Ministry of Environment or other relevant authority for subsequent removal by the Ministry of Environment or other relevant

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authority, and in the event of any default by the Tenant hereunder the Landlord may (but shall not be under any obligation to do so) carry out such remedial measures as it thinks necessary and all costs and expenses incurred thereby shall be payable by the Tenant forthwith on demand and all costs and expenses so incurred together with interest thereon calculated from the date the costs and expenses were so incurred by the Landlord until the date they are paid shall be recoverable from the Tenant as if they were rent in arrears;

- 3.11.4 not to permit the supply and/or sale of any liquor or intoxicating beverage without prior written consent of the Landlord and unless the Tenant has obtained all necessary permits and licences from the relevant government authority in connection with the supply and/or sale of liquor and intoxicating beverage and such licences and permits remain valid and subsisting;
- 3.11.5 to ensure that all crockery, cutlery, linen, tables, chairs and floors in the Demised Premises are kept clean and properly maintained at all times;
- 3.11.6 to comply and cause to be complied with all directions by the Landlord in respect of the access routes relating to the delivery of food and other goods to the Demised Premises;
- 3.11.7 to keep the Demised Premises and all fixtures, fittings, installations and appliances therein in a safe condition by adopting all necessary measures to prevent any outbreak or occurrence of fire in the Demised Premises, to comply with the requirements of the Fire Safety Bureau and upon written notice from the Landlord to comply with such reasonable requirements as the Landlord may in its discretion stipulate as to fire precautions relating to the Demised Premises;
- 3.11.8 to ensure that proper measures will be carried out to ensure proper ventilation and to prevent smoke fumes or unpleasant odours and/or leakage of any other substances or materials from and in the Demised Premises and in the event that the Tenant fails to do so the Landlord may without prior notice to the Tenant take all such measures as it deems necessary to remedy this breach and all costs and expenses incurred by the Landlord shall be solely borne by the Tenant and deemed to be a debt due from the Tenant to the Landlord;
- 3.11.9 to undertake at the Tenant's own cost and expense the regular cleaning, servicing and maintenance of all fixtures, fittings, installations and appliances in the demises premises (including but not limited to air-conditioning and ventilation system, kitchen exhaust fans, duct grilles, grease traps, grease pipes, sanitary and waste pipes and domestic waste water pipes serving the Demised Premises, if any);
- 3.11.10 to take precautions against outbreaks of fire as may be deemed necessary by the Landlord or its insurers (including but not limited to the provision of one (1) or more fire extinguishers in the Demised Premises);
- 3.11.11 to allow the Landlord and its servants or agents at all reasonable times to enter upon the Demised Premises to observe and inspect the following; -
- (a) the storage of food and beverage items and general cleanliness and condition of the Demised Premises; and
 - (b) for any other purpose deemed necessary by the Landlord for the purpose of or in connection with this Tenancy Agreement,

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and the Tenant shall give full co-operation to the Landlord and shall use best endeavours to adopt, implement any carry out recommendations which the Landlord may make to the Tenant relating to any of the above matter.

3.12 Advertisements and Signs

3.12.1 Not to affix paint or otherwise exhibit or permit to be affixed or paint or otherwise exhibited upon any part of the Demised Premises any sign announcement placard poster or advertisement or name plate flag flagstaff or any other thing whatsoever or on the exterior of the demises premises or on the windows window-panes and doors thereof or in or about any part of the Building except such as shall be approved in writing by the Landlord and the management corporation.

3.12.2 Not to erect or put up any signboard except a signboard of the type to be approved by the Landlord and to erect or put up such approved signboard in a specific part of the Building designated by the Landlord and approved by the management corporation for this purpose.

3.12.3 If any name, writing, notice, sign, placard, poster, sticker or advertisement shall be placed or displayed in breach of these provisions, to permit the Landlord to enter the Demised Premises and remove such name, writing, notice, sign, placard, poster, sticker or advertisement and to pay to the Landlord on demand the expense of so doing.

3.13 Contravention of Immigration Act

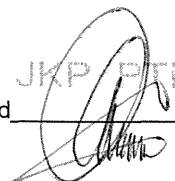
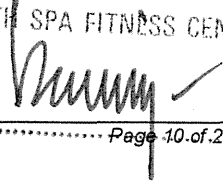
Without prejudice to the generality of Clause 3.34, not to use, permit or suffer the Demised Premises to be kept or used as a place of premises in which any person is employed in contravention of Section 57(1)(e) of the Immigration Act (Chapter 133) or any statutory modification or re-enactment thereof for the time being in force and to indemnify the Landlord against all costs, claims, liabilities, fines or expenses whatsoever which may fall upon the Landlord by reason of any non-compliance thereof.

3.14 Obstruction of the Commons areas

To display and store food and beverage items within the confines of the Demised Premises only and not to place or display or store food and beverage items, equipment or anything belongings to the Tenant in any part of the common areas or in any way that obstructs or may obstruct the passageways of the Building or the entrance to or exits from the Building and/or any units therein and to ensure that at all times food and beverage items are stored in the shop fronts and in the interior of the Demised Premises in such manner as the Landlord may approve.

3.15 Loading

Not at any time to load or permit or suffer to be loaded the floor of the Demised Premises or any part of the floors of the Building in a manner which will cause strain, damage or interference with the structural parts, load bearing framework, roof, foundations, joists, curtain wall and its related parts and external walls of the Demised Premises or in any manner which will render any related warranties granted in favour of the Landlord null and void and without prejudice to the generality of the foregoing, not to load or permit or suffer to be loaded on the floor of the Demised Premises or any part of the floors of the Building to a weight

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greater than the weight applicable to the Demised Premises or such weight as may be prescribed by the Landlord as being applicable to the Demised Premises and to distribute when required by the landlord any load on any part of the floor of the Demised Premises in accordance with the directions and requirements of the Landlord and in the interpretation and application of the provisions of this Clause the decision of the surveyor or architect of the Landlord shall be final and binding upon the Tenant.

3.16 Machinery

Without prejudice to Clause 3.15, not to bring or allow to be brought onto the Demised Premises or any part of the Building used in common with the Landlord and other tenants and licensees any machines or machinery save and except such equipment as are required for the purpose of the Tenant's business.

3.17 Animals

Not to bring or allow to be brought onto the Demised Premises or any parts of the Building any animal or pets.

3.18 Passenger Lifts

Not to place or take into the passenger lifts any baggage parcels sacks bags or other goods save such light articles as brief cases attaché cases and handbags.

3.19 Tenantable repair

To keep the interior of the Demised Premises including the flooring and interior plaster and other surface material or rendering on walls and ceilings and the Landlord's fixtures therein including partitions doors windows glass locks fastenings wires electric installations and fittings for light and power and other installations and fittings in a good state of tenantable repair and condition (fair wear and tear excepted) and to make good to the satisfaction of the Landlord any damage to the same caused by the Tenant, its servants agents contractors or invitees and, without prejudice to the generality of the foregoing, from time to time to replace at the Tenant's cost all broken or blown light bulbs, globes or tubes installed upon the Demised Premises.

3.20 Lighting


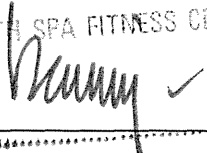
To keep all windows displays fully lighted throughout the hours of business of the Building from 11.00 a.m. to 11.00 p.m. daily as well as beyond such hours as may be required by the Landlord from time to time.

3.21 Obstruction of windows

Not to block up darken or obstruct or obscure any of the windows or lights in the Demised Premises or the Building.

3.22 Dangerous Goods

Not to store in or bring upon any part of the Demised Premises or the Building any chemicals or any arms, ammunitions, explosives, toxic or combustible substance or any substance of a dangerous nature or unlawful goods or any goods or things which in the opinion of the Landlord are of an obnoxious dangerous and hazardous nature.

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3.23 Unlawful use

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 become a nuisance to or give cause for reasonable complaint from the occupants of premises adjoining the Demised Premises or of other parts of the Building or of other buildings adjoining the Building.

3.24 Auction

Not to permit any auction to take place in the Demised Premises.

3.25 Sleeping

Not to reside in or permit any person to reside in any part of the Demised Premises or used the same or permit the same to be used for sleeping purposes.

3.26 Hygiene

To keep the Demised Premises and every part thereof clean and in the fullest hygienic condition and to keep all pipes drains basins sinks and water-closets in the Demised Premises clean and unblocked.

3.27 Cleaning

To allow the person or persons for the time being having the contract for the cleaning of the Building and his or their servants workmen employees agents contractors or sub-contractors free ingress to and egress from the Demised Premises for the purpose of cleaning the windows thereof during business hours.

3.28 Cleaning Contractors

Not to permit or allow the contractors, workmen or cleaners (with or without equipment and tools) engaged by the Tenant to use the passenger lifts of the Building and to ensure that they use only the service lift prescribed by the Landlord.

3.29 Pest Control

To keep the Demised Premises free of pest rodents, vermin and insects.

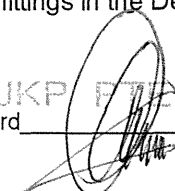
3.30 Voidance of Policy

Not to do or permit or suffer anything to be done whereby the policy or policies of insurance on the Demised Premises against loss or damage by fire or other risks may become void or voidable or whereby the rate of premium may be increased and to make good all damage suffered by the Landlord and to repay to the Landlord all sums paid by way of increased premium or increased contribution for premium and all expenses incurred by the Landlord in or about the renewal of such policy or policies rendered necessary by a breach or non-observance of this covenant.

3.31 Notice of Damage

To forthwith give notice to the Landlord or its representative of any damage that may occur to the Demised Premises or of any accident to or defects in the pipes wiring or other fixture and fittings in the Demised Premises.

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3.32 Right of Access

To permit the Landlord and the Landlord's duly authorized agents with or without workmen and others at all reasonable times to enter upon the Demised Premises to view the condition thereof and to do such works and things as may be required for any repairs alterations or improvements to the Demised Premises (including retrofitting of the sprinkler system and public address system structural repairs alterations or improvements which may be required by the relevant government authorities) or any part or parts of the Building 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 premise 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 ten (10) 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 costs thereof shall be a debt due from the Tenant to the Landlord and recoverable forthwith as such.

3.33 Insurance Policies

3.33.1 At all times during the said term, the Tenant shall at its sole cost and expense take out and keep in force the following insurance policies with a reputable insurance company

- (a) an insurance policy in the joint names of the Landlord and the Tenant (which shall include a provision for waiver of subrogation against the Landlord) against all risk and damage to the furniture, plate and tempered glass, fixtures and fittings of the Demised Premises and all parts thereof which the Tenant is obliged to keep in repair under the provisions of this Lease in such amounts as may from time to time be specified by the Landlord;
- (b) comprehensive public liability insurance policy in the joint names of the Landlord and the Tenant (which shall include a provision for waiver of subrogation against the Landlord and a provision to the effect that the liability of the insurer to pay under such policy should not be vitiated by the act, default, omission or negligence of any party to such policy) against claims for personal injury death or property damage or loss arising out of all operations of the Tenant in or from the Demised Premises of an adequate amount or such higher amounts as the Landlord may from time to time prescribe, such policy shall be extended to include the Tenant's legal liability for loss of or damage to the Demised Premises (including all fixtures and fittings therein);
- (c) an insurance policy in the name of the Tenant against all risks and damage in respect of the Tenant's goods and stock-in-trade for the replacement value thereof; and
- (d) comprehensive insurance coverage to meet all claims by third parties for accidents and food poisoning of an amount not less than Dollars One Million (S\$1,000,000.00) or such higher amount as the Landlord may from time to time prescribe, in respect of any one occurrence.

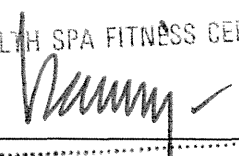
3.33.2 The Tenant agrees and undertakes with the Landlord to utilize all insurance proceeds received in respect of the insurances referred to in clause 3.33.1 to promptly effect the repair and replacement of the damaged items in respect of which the insurance proceeds were received.

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- 3.33.3 On written demand at any time by the Landlord, the Tenant shall produce forthwith to the Landlord any policy of insurance, which the Tenant is required to effect hereunder, and the receipt for the last premium payable in respect of such policy. Provided always that nothing herein shall render the Landlord liable for the correctness or adequacy of such policies or for ensuring that they comply with all relevant legislation pertaining to insurance.

3.34 Compliance with statutes

- 3.34.1 At all times to comply with all such requirements as may be imposed on the occupier of the Demised Premises by any statute now or hereafter in force and any orders rules requirements regulations and notices thereunder.

- 3.34.2 Without prejudice to the generality of Clause 3.34.1, to comply with all statutory provisions and all rules and regulations relating to sanitary arrangement, hygiene, health or cleanliness of the Demised Premises or of any person or persons employed or licenced to be therein.

3.35 Rules and regulations

To observe and conform to all rules regulations and restrictions made by the management corporation including any modifications thereof or additions thereto made from time to time and notified in writing by the Landlord or the Landlord's duly authorized agents to the Tenant from time to time.

3.36 Yielding up of demised premises

At the expiration or sooner determination of the said term (unless renewed pursuant to clause 5.16): -

- 3.36.1 To surrender to the Landlord all keys giving access to all parts of the Demised Premises irrespective of whether or not the same have been supplied by the Landlord.
- 3.36.2 Quietly to yield up the Demised Premises in the original condition (fair wear and tear excepted) to the satisfaction of the Landlord (after removal of all additions and improvements made by the Tenant to the Demised Premises and all fixtures which during the said term may be fixed or fastened to or upon the Demised Premises by the Tenant) repaired, cleaned, decorated and kept in accordance with the Tenant's covenants contained in this Agreement.
- 3.36.3 To remove 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 or its business.
- 3.36.4 Without prejudice to the generality of the provisions of Clause 3.36.2 and Clause 3.36.3 to reinstate all air-conditioning installations, sprinkler systems and other electrical and electronic installations therein to their original condition to the satisfaction of the Landlord, such re-instatement to be carried out by a specialist contractor nominated by the Landlord and appointed by the Tenant, under the supervision of the Landlord's architect, engineer or consultant and the Tenant shall pay for all fees of such architect, engineer or consultant. In all other cases, the removal and reinstatement works in respect of the Demised Premises shall be carried out by a contractor appointed by the Tenant and approved by the Landlord.

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- 3.36.5 To redecorate the Demised Premises to the satisfaction of the Landlord, with two coats of good quality oil paint or emulsion paint and with wall paper for those parts normally wall papered and other appropriate treatment of all internal parts of the Demised Premises including the ceiling and floor in a good workmanlike manner using suitable and appropriate materials as the Landlord may reasonably and properly require.
- 3.36.6 To make good to the satisfaction of the Landlord all damage to the Demised Premises and the building resulting from the removal of the Tenant's belongings, reinstatement or redecoration of the Demised Premises.
- 3.36.7 If the Tenant fails to remove the fixtures and fittings, reinstate, redecorate or make good any damage to the Demised Premises in accordance with the provisions of this Clause 3.36, the Landlord may effect the same at the Tenant's cost and expense Provided that the Landlord shall carry out such works within a reasonable period and all costs and expenses incurred by the Landlord together with the rent and service charge which the Landlord shall be entitled to received had the period within which such works effected by the Landlord been added to the said term, shall be paid by the Tenant within seven days of demand from the Landlord, and in this connection, a certificate of the Landlord as to the amount of costs and expenses incurred shall be conclusive and binding on the Tenant.

3.37 Public Meeting

Not to hold in or on the Demised Premises any exhibition, public meeting or public entertainment.

3.38 Viewing

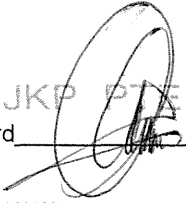
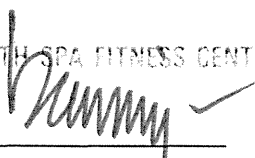
To permit the Landlord during the Three (3) months immediately preceding the expiration of the said term to affix and retain without interference upon any part of the Demised Premises a notice for reletting the same and during such period to permit persons with authority of the Landlord's agents at reasonable times of the day to view the Demised Premises.

3.39 Enforcement action

To pay or reimburse the Landlord for all costs fees and expenses (including the Landlord's solicitors' costs on a full indemnity basis) incurred by the Landlord for or in the recovery or attempted recovery of any outstanding rent service charge and/or interest owed by the Tenant in respect of the Demised Premises or for the enforcement or attempted enforcement of any covenant herein contained including but not limited to the Landlord engaging solicitors for the said purpose.

3.40 Stamp Duty

To pay the stamp duty and or registration fees in connection with this Tenancy Agreement.

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4. LANDLORD'S COVENANTS

The Landlord hereby covenants with the Tenant as follows:-

4.1 Quiet enjoyment

That the Tenant duly paying the rent and service charge hereby reserved and observing and performing the several covenants and stipulations here contained and on the Tenant's part to be performed and observed shall peaceably hold and enjoy the Demised Premises during the said term without any interruption by the Landlord or any person lawfully claiming under or in trust for the Landlord.

4.2 Rates, taxes etc

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.

4.3 Payment of service charge

To pay to the management corporation the service charge due in respect of the Demised Premises.

5. OTHER COVENANTS

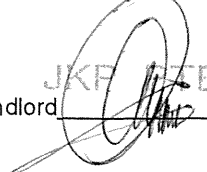
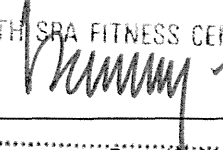
PROVIDED ALWAYS and it is hereby agreed and declared as follows: -

5.1 Determination by Landlord

If the rent and/or service charge hereby reserved or any part thereof shall be in arrears for seven (7) days after becoming payable (whether legally or formally demanded or not) or if the Tenant shall fail or neglect to perform or observe any covenant and condition herein contained and on the Tenant's part to be performed or observed or if the Tenant shall become bankrupt or being a company shall go into liquidation (except for the purpose of amalgamation or reconstruction) or if a petition shall be filed for the winding up of the Tenant or if the Tenant shall otherwise become insolvent or enter into any composition or arrangement with creditors or shall suffer any execution to be levied on the Tenant's goods then and in any of the said cases it shall be lawful for the Landlord at any time thereafter with or without notice being given to the Tenant to determine this Agreement and to re-enter upon the Demised Premises or any part thereof in the name of the whole but without prejudice to any right of action of the Landlord in respect of any breach of the Tenant's covenants and conditions herein contained. For the avoidance of doubt, the arrears in rent and/or service charge referred to herein refer to the arrears in rent and/or service charge for the Demised Premises.

5.2 Notice of re-entry

A written notice served by the Landlord or the Landlord's duly authorized agents on the Tenant to the effect that the Landlord thereby exercises the power of re-entry herein contained shall be a full and sufficient exercise of such power without actual entry on the part of the Landlord notwithstanding any statutory or common law

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provision to the contrary and all costs and expenses incurred by the Landlord in the exercise of such power shall be repaid by the Tenant and recoverable from the Tenant as a debt.

5.3 Interest

In addition and without prejudice to any other right power or remedy of the Landlord if the rent, service charge and other monies due under this Agreement shall at any time remain unpaid for seven (7) days after the same shall become due (whether any formal or legal demand therefor shall have been made or not) then the Tenant shall pay to the Landlord interest thereon at the rate of twelve percent (12%) per annum calculated from day to day from the date on which such moneys fall due for payment to the date on which such moneys are paid to or recovered by the Landlord as the case may be (as well after judgment as before). The Landlord shall be entitled to recover such interest from the Tenant as if such interest were rent in arrears.

5.4 Removal of property after determination of term

If after the Tenant has vacated the Demised Premises on the expiry of the said term any property of the Tenant remains in or on the Demised Premises or any part of the Building without the prior written consent of the Landlord: -

- (a) the Landlord may as the agent of the Tenant and at the Tenant's risk dispose of such property and the Tenant shall indemnify the Landlord against any liability incurred by it to any third party whose property shall have dealt with or disposed by the Landlord in the bona fide mistaken belief (which shall be presumed unless the contrary be proved) that such property belonged to the Tenant and was liable to be dealt with as such pursuant to this Clause 5.4;
- (b) the Tenant shall reimburse the Landlord on demand all costs and expenses of storage of such property and until such time shall have a lien over such property; and
- (c) the Tenant shall indemnify the Landlord against any damage occasioned to the Demised Premises and any actions claims proceedings costs expenses and demands made against the Landlord caused by or related to the presence of the property in or on the Demised Premises or any part of the Building.

5.5 Landlord not liable for damages

Notwithstanding anything herein contained the Landlord shall not be liable to the Tenant or the Tenant's employees agents invitees or licensees or to any other persons nor shall the Tenant have any claim against the Landlord in respect of: -

- (a) any interference with or interruption in any of the common facilities or the services hereinbefore mentioned by reason of necessary repair or maintenance of any installations or apparatus or damage thereto or destruction thereof or by reason of mechanical or other defect or breakdown or by reason of other cause beyond the management corporation's or the Landlord's control (including but not limited to fire flood escape of water riot civil commotion curfew emergency labour disputes or shortage of manpower fuel materials electricity or water);

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- (b) any act omission or negligence of any porter attendant or other servant or employee of the management corporation or the Landlord in or about the performance or purported performance of any duty relation to the provision of the said services or any of them;
- (c) any accident happening or injury sustained or loss of or damage to person property goods or chattels in the Building or any part thereof to the Tenant or the Tenant's employees agents invitees or licensees or to any other persons in the Building or any part thereof whether arising from negligence of the Landlord or any of the Landlord's or management corporation's servants agents invitees licensees or not; and
- (d) any injury sustained or loss or damage to person property goods or chattels in the Building or any part thereof suffered by the Tenant or the Tenant's employees agents invitees or licensees or to any other persons in the Building or part thereof caused by or through or in any way owing to the overflow of water from anywhere in the Building or the failure of or any defect in the fire protection system in the Building.

Paragraphs (a) and (d) shall apply for a case of negligence as well as to any other cause(s) however arising.

5.6 Tenant's indemnity

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

- (a) all claims demands actions proceedings costs damages 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 by the Tenant or by any of the Tenant's employees independent contractors agents invitees or licensees; and
- (b) all loss and damage to the Demised Premises and the Building or any part thereof and to all property therein caused directly or indirectly by the Tenant or the Tenant's employees independent contractors agents invitees 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 of the Tenant.

5.7 No duty to enforce covenants

Nothing herein contained shall confer on the Tenant any right to enforce any covenant or agreement relating to other premises of the Building demised by the Landlord or limit or affect the right of the Landlord in respect of any such other premise to deal with the same impose and vary such terms and conditions in respect thereof in any manner as the Landlord may think fit.

5.8 Untenantability

In the event of the Demised Premises or any part thereof at any time during the said term being so damaged or destroyed by fire flood lightning storm tempest or other cause beyond the control of the Landlord as to render the Demised Premises

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unfit for use then (except where such fire has been caused by the default or negligence of the Tenant or the Tenant's employees agents independent contractors or licensees) the rent and service charge hereby reserved or a fair 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 or until access thereto may be obtained as the case may be and any dispute concerning this Clause shall be determined by a single arbitrator in accordance with the Arbitration Act (Cap. 10) or any statutory modification or re-enactment for the time being in force PROVIDED ALWAYS that the Landlord may in its absolute discretion decide that the Demised Premises are so badly damaged that it will demolish and rebuild the Demised Premises instead of repairing the same and in any such event the Landlord may within ninety (90) days after such damage has been sustained give written notice to the Tenant terminating this Agreement and thereupon this Agreement shall terminate and the Tenant shall (if still in occupation) vacate the Demised Premises without compensation from the Landlord but without prejudice to any rights of action by the Landlord in respect of any antecedent breaches of any covenant contained in this Agreement on the part of the Tenant to be performed and observed.

5.9 Car parking lots

There are a limited number of car parking lots in the Building. The Landlord shall not be required to procure any car parking lots to be allocated to the Tenant. In the event of an allocation of any car parking lot to the Tenant, the Tenant shall pay the parking fees determined by the management corporation and shall abide with all the rules and regulations as may be imposed from time to time by the management corporation in respect of the car parking lots. Notwithstanding anything herein contained the Landlord shall not be liable or in any way responsible to the Tenant for any injury loss or damage which may be suffered or sustained to any property or by any person in the car park of the Building howsoever occurring.

5.10 Alterations to building

The Landlord and/or the management corporation shall have the right at any time during the said term without the same constituting an actual or a constructive eviction of the Tenant and without incurring any liability to the Tenant therefor to make alterations and/or improvements to the Building or any part thereof including but not limited to a change of the arrangement and/or location of entrances passageways doors doorways partitions corridors landings staircases lobbies lifts toilets or other common parts of the Building (or any services or apparatus serving the Building). Prior to the commencement of the proposed alteration or improvement works the Landlord shall give the Tenant reasonable notice of the commencement of such proposed alteration or improvement works.

5.11 Sums recoverable as rent

In addition to and without prejudice to any other right power or remedy of the Landlord, if the service charge, goods and services tax or any other moneys hereby reserved or covenanted to be paid by the Tenant to the Landlord or any part(s) thereof shall at any time be outstanding and unpaid, the parties hereby agree and declare that such outstanding service charge, goods and services tax and/or any other moneys hereby reserved or covenanted to be paid by the Tenant to the Landlord shall be recoverable by the Landlord as rent.

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5.12 Determination of Floor Area

5.12.1 Within three (3) months upon completion of Tenant's works, the Landlord shall appoint the Surveyor to determine the Floor Area of the Demised Premises.

5.12.2 Upon determination of the Floor Area of the Demised Premises by the Surveyor (and in this regard, the determination of the Surveyor shall be final, conclusive and binding upon the parties hereto), there shall be an adjustment in the Rent, Service Charge and Security Deposit Amount, such adjustment to be determined by reference to the Floor Area and such adjustment shall take effect from the commencement of the said term. Any underpayment or overpayment in the Rent, Service Charge and Security Deposit Amount under this Agreement determined by reference to the Floor Area shall be paid by the Tenant to the Landlord or vice versa as the case may be, free of interest, on written demand.

5.13 Waiver

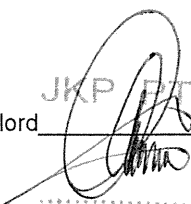
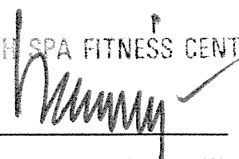
Acceptance of rent and/or service charge hereby reserved by the Landlord shall not be deemed to operate as a waiver by the Landlord of any right to proceed against the Tenant in respect of a breach of any of the Tenant's obligations hereunder. Knowledge or acquiescence by the Landlord of any breach by the Tenant of any of the covenants conditions or obligations herein contained shall not operate or be deemed to operate as a waiver of such covenants conditions or obligations and any consent or waiver of the Landlord shall only be effective if given in writing. No consent or waiver by the Landlord to or of any breach of any covenant condition or obligation of the Tenant shall be constructed as a consent or waiver to or of any other breach of the same or any other covenant condition or obligation and shall not prejudice in any way the rights powers and remedies of the Landlord herein contained.

5.14 Representations

The Landlord shall not be bound by any oral representations or promises in respect of the Demised Premises except as expressly set forth in this Agreement with the object and intention that the whole of the agreement between the Landlord and the Tenant shall be set forth herein and shall in no way be modified by any oral discussions which may have preceded the signing of this Agreement and shall not be deemed to affect the rights and obligations of the parties under this Agreement in any way. 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 suitability and adequacy of the demised premise and/or as to their state and condition implied by law (if any) are hereby expressly negated.

5.15 Notice

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 Demised Premises or sent to the Tenant at the Demised Premises by registered post or left at the Tenant's last known address in Singapore and any notice to the Landlord shall be sufficiently served if sent by registered post to the Landlord's abovementioned address.

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5.16 Option to Renew

- 5.16.1 The Landlord shall at the written request of the Tenant made not less than three (3) months before the expiration of the said term and if there shall not at the time of such request 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 ("Renewed Term") of the Demised Premises.
- 5.16.2 The Renewed Term shall be for a term of three (3) years at a revised rent base on prevailing market rate and on covenants and provisions to be mutually agreed by the Landlord and the Tenant.
- 5.16.3 Provided always that within two (2) weeks of the receipt of the Landlord's proposal for the revised rent and the proposed covenants and provisions, the Tenant shall in writing inform the Landlord whether the revised rent, covenants and provisions is or are acceptable or otherwise.
- 5.16.4 In the event that the revised rent or the proposed covenants and provisions is or are not acceptable to the Tenant or if the Tenant fails to give any written unconditional acceptance to the Landlord within the aforesaid two (2) week period, then it shall be deemed that the Tenant is no longer interested in renewing the tenancy and the Landlord shall be free to terminate all negotiations with the Tenant for the renewal of the tenancy.
- 5.16.5 If the Landlord's proposal for the revised rent, covenants and provisions has been accepted by the Tenant within the aforesaid two (2) week period, the Tenant shall sign the new tenancy within two (2) weeks of receipt of the new tenancy documents.

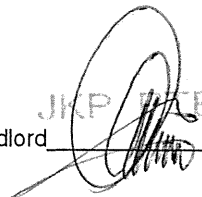

5.17 Landlord's right to assign

- 5.17.1 The Landlord shall be entitled to assign all its rights and interest under this Agreement.
- 5.17.2 The Tenant hereby expressly acknowledges and undertakes to the Landlord that where the Landlord assigns its rights and interest in under or arising out of this Agreement (including the transfer of the Security Deposit), the Tenant shall be deemed to have consented to such assignment and shall accept any assignee of the Landlord as its new landlord and shall release the Landlord from all its obligations under the provisions of this Agreement and in particular the obligation of the Landlord to refund the Security Deposit and any other sums pursuant to the terms of this Agreement.

5.18 Interpretation

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: -

- (a) "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;
- (b) "person" shall be deemed to include a corporation;

Signed by Landlord  JKP PTE. LTD. Tenant  HEALTH SPA FITNESS CENTRE PTE. LTD.

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Authorised Signature

- (c) 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
- (d) where two or more persons are included in the said term the "Tenant" all covenants agreements terms conditions and restrictions shall be binding on and applicable to them jointly and each of them severally and shall also be binding on and applicable to their personal representatives and permitted assigns respectively jointly and severally.

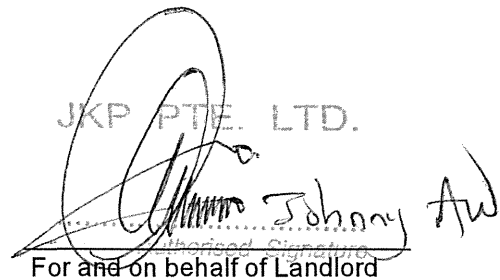
AS WITNESS the hands of the parties hereto the day and year first above written.

SIGNED by
for and on behalf of
JKP PTE. LTD.

In the presence of:-


Sally Ang

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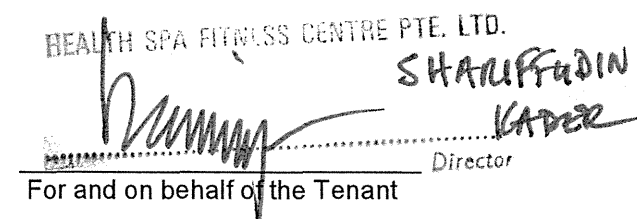

Johnny Au
For and on behalf of Landlord

SIGNED by
for and on behalf of
HEALTH SPA FITNESS CENTRE PTE LTD

In the presence of:-


Ng Margaret

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SHARIFFUDIN KADER
Director
For and on behalf of the Tenant