

Lease Agreement  
JKP Private Limited – draft as at 2 December 2013

[\*]

AND

**JKP PRIVATE LIMITED**

**LEASE**

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## LEASE

THIS LEASE is made this \_\_\_\_\_

**BETWEEN:**

1. [Trustee for the REIT] (Company Reg. No. [••]), a company incorporated in the Republic of Singapore and having its registered office at [••] (*Landlord*);

AND

2. **JKP PRIVATE LIMITED Pte. Ltd.** (Company Reg. No. 200712530E), a company incorporated in the Republic of Singapore and having its registered office at 80 Tuas Avenue 1 Singapore 639525 (*Tenant*).

**WHEREAS:**

- (A) By a Purchase Agreement dated [••] between the Tenant as Vendor and the Landlord as Purchaser, the Tenant had sold its interest in the Premises (defined below) to the Landlord.
- (B) The Premises (defined below) is one of the properties of the portfolio of properties the Landlord has acquired with the intention of transferring or causing such portfolio of properties to be owned by a real estate investment trust or similar trust arrangement (*REIT*), and the listing of such REIT on the SGX-ST.
- (C) It was a term of the Purchase Agreement that the Landlord shall grant the Tenant a lease of the Premises (defined below) on the terms and subject to the conditions in this Lease.

NOW THIS LEASE WITNESSETH as follows:-

A. **TERM AND INTERPRETATION**

A1. **INTERPRETATION**

In this Lease and in the Rules and Regulations set out in this clause the following expressions shall have the following meanings assigned to them unless the contrary intention appears:-

**Business Day** means a day (other than Saturdays, Sundays or gazetted public holidays) on which commercial banks are open for business in Singapore.

**Calendar Year** means the year commencing on the 1<sup>st</sup> day of January each year and ending on the 31<sup>st</sup> day of December of that year.

**Car Park** means that part of the Property Building designated from time to time to be used for the parking of motor vehicles.

**Common Areas** means:-

- (a) (if the Property is subdivided and registered under the Land Titles (Strata) Act, Chapter 158) (the "LTSA") the parts of the Property which are within the definition of common property under the Act LTSA; or

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- (b) (if the Property is not subdivided and registered under the Land Titles (States) Act, Chapter 158 L.TSA) the parts of the Property which would reasonably be treated as common parts of the Property for common use or benefit if the Property had been subdivided and registered under the said Act L.TSA, including but not limited to the Car Park, access and interior roads, walkways, pavements, passages, entrances, lobbies, corridors, toilets, stairways, escalators and lifts of the Property.

**Conducting Media** means drains, sewers, conduits, flues, gutters, gullies, channels, ducts, shafts, watercourses, pipes, cables, wires and mains or any of them.

**Deed of Assignment** means the contingent deed of assignment to be executed by the Tenant in favour of the Landlord in the form as set out in Annexure A.

**Dollars** means Singapore Dollars and the sign \$ or \$ shall have the corresponding meaning.

**Interest** means interest at the rate of twelve eight percent (128%) per annum calculated on a daily basis of a 365 day year (both before and after judgment).

**Landlord** includes the Landlord's successors in title and assigns.

**Lease** means this Lease including the Annexures hereto and any agreements supplemental to it.

**Premises** means the commercial space premises known as #B1-01 & #B1-02 of 511 Guillemand Road, Grandlink Square, Singapore 399849, containing an estimate gross-with a floor area of 26,694.47 square feet (2480 square metres) (subject to the Landlord's conduct of due diligence on the Premises to confirm the gross floor area and which the Tenant shall accept as final) and all fixtures, fittings, furnishings, plant, machinery and equipment therein (if any) of the Landlord and the appurtenances thereto belonging.

**Property Building** means the land and the building on it known as 511 Guillemand Road, Grandlink Square, Singapore 399849.

**Reimbursables Outgoings** -means maintenance charges under Clause D4, property tax under Clause D5, utilities under Clause D6, and all other fees and expenditure payable for the use, enjoyment and maintenance of the Premises.

**Rent** means the amount payable to the Landlord by the Tenant as rent in accordance with Clause C1.

**Security Deposit** means the amount payable to the Landlord by the Tenant as security deposit in accordance with Clause D3.

**Sub-Leases** means all tenancies, licences and occupation agreements (if any) entered or to be entered into by the Tenant prior to the Term Commencement Date or at any time during the Term in respect of any part of the **Property Premises**, whether such tenancies, licences or occupation agreements are new or renewals of existing tenancies, licences or occupation agreements.

**Sub-Tenants** means all tenants, licensees and occupiers (if any) under the Sub-Leases (if any).

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**Tenancy Schedule** means the schedule setting out all existing Sub-Leases (if any) to be annexed to the Deed of Assignment.

**Tenant** includes, if the Tenant is an individual, his personal representatives and permitted assigns, or if the Tenant is a company, its successors in title and permitted assigns.

**Term** means the term of this Lease specified in Clause B2.

**Term Commencement Date** means the commencement date of the Term, being [\*].

A2. **GENERAL**

**Interpretation of restrictions on the Tenant**

In any case where the Tenant is placed under a restriction by reason of the covenants and conditions contained in this Lease, the restriction shall be deemed to include the obligation on the Tenant not to permit or allow the infringement of the restriction by any person claiming rights to use, enjoy or visit the Premises through, under or in trust for the Tenant.

**Annexures**

The Annexures hereto shall be taken, read and construed as parts of this Lease and the provisions thereof shall have the same force and effect as if expressly set out in the body of this Lease.

**Clause and paragraph headings**

The clause and paragraph headings in this Lease are inserted for ease of reference only and shall not be taken into account in the construction or interpretation of any covenant, condition or proviso to which they refer.

References in this Lease to a clause are references where the context so admits to a clause in this Lease. References in a clause to a paragraph are (unless the context otherwise requires) references to a paragraph of that clause.

**Singular and plural meanings**

Words in this Lease importing the singular meaning shall where the context so admits include the plural meaning and vice versa.

**Statutes and statutory instruments**

References in this Lease to any statutes or statutory instruments shall include and refer to any statute or statutory instrument amending, consolidating or replacing them respectively from time to time and for the time being in force.

**Gender**

Words in this Lease for the masculine gender shall include the feminine and neuter genders and vice versa and words denoting natural persons shall include corporations and firms and all such words shall be construed interchangeably in that manner.

**Joint and several obligations**

Where two or more persons are included in the term **Tenant** all covenants, agreements, terms, conditions and restrictions shall be binding on and applicable to them jointly and each of them severally, and shall be binding on and applicable to their personal representatives and permitted assigns respectively jointly and severally.

**B. DEMISE**

**B1. DEMISE**

In consideration of the Rent set out in Clause C1 and of the Tenant's covenants and agreements hereinafter reserved and contained, the Landlord HEREBY DEMISES unto the Tenant the Premises TOGETHER WITH (but to the exclusion of all other liberties, easements, rights or advantages and subject always to the Landlord's rights to refuse access hereinafter contained) the right for the Tenant and others duly authorised by the Tenant in common with the Landlord and all others so authorised by the Landlord and all other persons entitled thereto for all purposes connected with the use of the Premises but not for any other purposes

- (a) of ingress to and egress from the Premises but only so far as necessary and as the Landlord can lawfully grant the same in, over and along all the usual entrances, landings, passenger lifts, service lifts and passage-ways leading thereto;
- (b) to the use of such sufficient toilet facilities in the Common Areas; and
- (c) to the use and benefit of the air-conditioning system (if any) installed in the Common Areas;

~~EXCEPTING AND RESERVING unto the Landlord the free and uninterrupted passage of electricity, telephone, telex and other Conducting Media in, through or under the Premises and the running of water, soil, gas and electricity in and through the said Conducting Media to other parts of the Property TO HOLD the Premises unto the Tenant for the Term commencing on the Term Commencement Date at the Rent and upon the covenants and conditions herein set out.~~

**B2. TERM**

The Term of this Lease shall be for three (3) years and shall commence from the Term Commencement Date. The Rent shall be payable on the Term Commencement Date.

**C. RENT**

**C1. RENT**

- C1.1 The aggregate Rent for each year of the Term shall be Singapore Dollars Four Million Three Hundred and Thirty-Nine Thousand and Five

**Hundred and Four only (\$4,339,504.00)** and shall be fixed throughout the Term of this Lease.

- C1.2 The Rent shall be payable by way of twelve (12) equal monthly payments in advance without demand or deduction on or before the first day of each month of the Term via electronic fund transfer.

**C2. GROSS FLOOR AREA AND DUE DILIGENCE**

~~The gross area of the Building is currently estimated at 26,694.47 square feet (2,480 square metres). Upon final due diligence and determination of the gross floor area of the Premises, the actual Rent and actual Security Deposit shall be computed by reference to the gross floor area as finally determined by the Purchaser's consultants, such revision to take effect from the commencement of the Term. For the purpose of computation, the adjustment to the Rent shall be made on the basis of [••] per square foot per month. In case of any works, extensions, alterations or additions from time-to-time which shall, in the Landlord's reasonable opinion, affect the gross floor area of the Premises, the gross floor area shall be subject to re-survey. The Rent and Security Deposit shall then be re-computed by reference to the re-surveyed gross floor area with effect from the date-of-completion of such works, extensions, alterations or additions. Any underpayment or overpayment, where applicable, in the Rent and Security Deposit under this Lease after the date on which the computation or re-computation, where applicable, is to take effect, shall be paid by the Tenant to the Landlord or vice versa, where applicable, free of interest, within fourteen (14) days of a written demand for such payment.~~

**C3. PAYMENT OF RENT**

- C3.1 The Tenant shall pay the Rent, together with the equivalent of one (1) month's Reimbursables, to the Landlord by way of monthly GIRO payments through a bank account notified by the Landlord to the Tenant.
- C3.2 In the event that the Term Commencement Date falls on a day other than the first day of a month, the Tenant shall pay to the Landlord pro-rated Rent, together with pro-rated one (1) month's Reimbursables, calculated from the Term Commencement Date up to the day immediately before the first day of the following month and thereafter all payments shall be made on the first day of each month.

**D. THE TENANT'S COVENANTS**

The Tenant hereby covenants with the Landlord as follows:-

**D1. FINANCIAL CONDITION**

D1.1 The execution of this Lease is conditional upon the Tenant providing Financial Documents (defined below in Clause D1.2) reflecting that its total net asset value is of at least Singapore Dollars Ten Million (\$S10,000,000.00) immediately prior to the execution of this Lease.

D1.2 The Tenant shall provide the Landlord with its latest financial report and all relevant documents and information (including but not limited to management accounts and audited accounts, where available, up to the previous three (3) financial years) (Financial Documents) reflecting the above Clause D1.1, prior to the commencement of the Lease and whenever required by the Landlord throughout the Term.

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**D2. PAYMENT OF RENT, REIMBURSABLES AND OTHER PAYMENTS**

The Tenant shall pay the Rent together with the equivalent of one (1) month's Reimbursables and other payments hereby reserved on the days and in the manner aforesaid without any deduction or demand whatsoever and there shall be no abatement of Rent and other payments hereby reserved by reason of any claim by the Tenant against the Landlord whether for non-performance or breach of the Landlord's obligations hereunder or otherwise.

**D3. PAYMENT OF THE SECURITY DEPOSIT**

- |   |             |   |
|---|-------------|---|
| <i>Payment Security Deposit</i>                             | <b>D3.1</b> | The Tenant shall pay to the Landlord an amount that shall be equivalent to three (3) months' Rent and three (3) months' Reimbursables totalling Singapore Dollars [●●] only (S\$[●●]) by way of Security Deposit which said sum shall be paid by way of a banker's draft or banker's guarantee or insurance bond on the date of this Lease and maintained throughout the Term as security for the due observance and performance by the Tenant of all and singular the several covenants, conditions, stipulations and agreements on the part of the Tenant herein contained.   |
| <i>Right of Set-off</i>                                     | <b>D3.2</b> | In addition to and without prejudice to the rights of the Landlord at law, in equity and herein, the Security Deposit shall, at the absolute discretion of the Landlord be available to the Landlord to set off all and any outstanding Rent and Reimbursables and any other monies due and remaining unpaid by the Tenant to the Landlord under this Lease.  |
| <i>Top-up Security Deposit</i>                              | <b>D3.3</b> | In the event that the Landlord shall exercise its right of set off against the Security Deposit or any part of the Security Deposit remains outstanding for any reason whatsoever, the Tenant shall within seven fourteen (7/14) days after the date of the Landlord's written demand pay the Landlord an amount sufficient to restore the Security Deposit to the amount equivalent to three (3) months' Rent and three (3) months' Reimbursables.   |
| <i>The Landlord's right to credit payment</i>               | <b>D3.4</b> | Further the Landlord reserves the right, at its absolute discretion, to credit any payment made by the Tenant to its account as the Security Deposit until the Security Deposit has been received in full.  |
| <i>To increase the Security Deposit</i>                     | <b>D3.5</b> | If the Rent and/or the Reimbursables are increased in accordance with the provisions of this Lease, the Security Deposit shall be increased by an amount corresponding to the difference between the aggregate of three (3) months' Rent and three (3) months' Reimbursables payable immediately after such increase and the amount of the Security Deposit held by the Landlord immediately prior to such increase. The aforementioned difference shall be paid in accordance with Clause C2 D3.3, where applicable.   |
| <i>The Landlord's right to appropriate Security Deposit</i> | <b>D3.6</b> | If the Tenant shall at any time fail to observe or perform any of the terms covenants, conditions and obligations herein contained, the Landlord may shall after giving the Tenant fourteen (14) days' written notice to remedy any breach and the Tenant has failed to do so, at its option, appropriate and apply all or any part of the Security Deposit to compensate the Landlord for its loss or damage or provide for any contingent liabilities incurred by the Landlord due to any breach of any of the terms covenants, conditions and obligations on the part of the Tenant to be performed and or observed. Any appropriation by the Landlord of the Security Deposit shall not be deemed to be a waiver by the Landlord of any non-payment or non-performance on the part of the |

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Tenant and shall not preclude the Landlord from exercising any of its other rights and obligations hereunder. In the event the Landlord appropriates or applies the Security Deposit in accordance to the terms of this clause, the Tenant shall immediately within fourteen (14) days of the Landlord's written notice pay to the Landlord a sufficient amount to restore the Security Deposit to the equivalent of three (3) months' Rent and three (3) months' Reimbursables.

Refund  
Security  
Deposit

of D3.7

The Security Deposit shall be refunded to the Tenant free of interest within fourteen (14) days after the expiry of the Term provided that the Tenant has duly performed and observed all of its covenants, conditions and obligations and is not in breach of any of the terms contained herein.

Banker's  
Guarantee/  
Insurance  
Bond

D3.8

The Landlord agrees that if, after the execution of this Lease, the Tenant wishes to furnish to the Landlord a banker's guarantee or an insurance bond to secure payment of the Security Deposit, the Landlord may accept such banker's guarantee or insurance bond in exchange for refund of any amounts paid by the Tenant towards the Security Deposit pursuant to Clause D3.1 and as security for the due performance and observance by the Tenant of all covenants, conditions, stipulations and agreements on the part of the Tenant herein contained. Where the Rent and/or the Reimbursables are increased from time to time, the Tenant shall within two (2) weeks from the effective date of such increase of Rent and/or Reimbursables, furnish to the Landlord the following:

Comment [R&T1]: Clients, please confirm if this is sufficient time.

→ But ours is fixed lease  
so shldt have my  
rent increment?

D3.8.1

a fresh or supplemental banker's guarantee or insurance bond so that the guaranteed amounts under the banker's guarantee(s) or insurance bond(s) shall be maintained at an amount equivalent to three (3) months' Rent and three (3) months' Reimbursables; or

D3.8.2

cash amounting to the difference between the aggregate of three (3) months' Rent and three (3) months' Reimbursables payable immediately after such increase and the amount of the Security Deposit held by the Landlord immediately prior to such increase.

D4.

## MAINTENANCE CHARGES

Maintenance  
Charges

D4.1

The Tenant shall pay to the Landlord during the Term, the maintenance charges payable in respect of the Premises to the management corporation of the Building (the "Management Corporation") where applicable, (subject to increase or decrease as provided below), monthly in advance, in the same manner and on the same days that Rent is payable under this Lease.

D4.2

The Tenant shall be liable to pay for any increase in maintenance charges or, where applicable, upon receiving written notice from the Landlord Management Corporation (Landlord's Notice). Such increase shall be accepted by the Tenant as conclusive and binding of the amount so stated (save for manifest error). The increase in maintenance charges shall be chargeable and payable with effect from the date specified in the Landlord's Management Corporation's Notice.

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**D4.3** Pursuant to Clause D4.2, the Tenant must pay the increased maintenance charges, where applicable, from the date specified in the Landlord's Management Corporation's Notice, as follows:

D4.3.1 if the increased maintenance charges are payable from a date on or before the date of issuance of the Landlord's Notice, the total amount of the increase is payable by the Tenant immediately upon the Tenant's receipt of the Landlord's Notice; and

D4.3.2 the increased maintenance charges, where applicable, for the period after the issuance of the Landlord's Notice will be added to the prevailing maintenance charges and the total sum will be the maintenance charges until any further increase by the management corporation, where applicable, under Clause D4.1.

**D5. PROPERTY TAX**

*Property Tax*

**D5.1** The Tenant shall pay as and when required notified in writing by the Landlord such sum in respect of government property tax or imposition of like nature by whatever name called that may be levied and imposed upon or in respect of or apportioned or attributable to the Premises by reason of any increase in the annual value (as determined by the Chief Assessor, the Property Tax Division, Inland Revenue Department, Government of the Republic of Singapore) during the Term. The Tenant shall not be entitled Landlord shall assist the Tenant to raise any objection as to the annual value (as determined by the Chief Assessor, the Property Tax Division, Inland Revenue Department, Government of the Republic of Singapore) which may be attributable to the Premises.

**D5.2** The obligations of the Tenant hereunder shall not be extinguished by the expiry or earlier determination of this Lease but shall continue until the obligations herein shall have been fulfilled by the Tenant.

**D5.3** If the Tenant fails to pay the property tax in accordance with the provisions of this Clause D5, such property tax together with Interest from the date of the Landlord's written demand until the date the same are paid by the Tenant to the Landlord shall be recoverable from the Tenant as if they were rent in arrears.

**D6. PAYMENT FOR UTILITIES**

*Payment for Utilities*

**D6.1** The Tenant shall pay all charges including any taxes now or in the future imposed, in respect of water, gas, electricity and any other services supplied and metered to the Premises which shall be consumed or supplied on or to the Premises and shall pay all necessary hire charges for any equipment or appliances supplied to the Tenant by SP Services Ltd or other appropriate authority or company.

*Supply of Electricity*

**D6.2** The Tenant shall pay all charges including any taxes now or in the future imposed, in respect of water, gas, electricity and any other services supplied and metered to the Premises which shall be consumed or supplied on or to the Premises and shall pay all necessary hire charges for any equipment or appliances supplied to the Tenant by SP Services Ltd or other appropriate

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authority or company.

**D7. INSURANCE**

*To Insure the Tenant's Premises*

- D7.1 The Tenant shall keep current at all times during the Term and during any period of holding over an insurance policy in an amount not less than what the Landlord may reasonably require, in respect of all goods and fixtures belonging to or held in trust by the Tenant within the Premises, against all loss and damage including against loss or damage by fire or water.

*Loss of Rent*

- D7.2 The Tenant shall keep current at all times during the Term and during any period of holding over an insurance policy (at its own costs) in an amount not less than the equivalent of twenty-four (24) months' Rent, in respect of industrial all risks which shall include any loss of Rent and outgoings suffered by the Landlord and machinery breakdown.

*Plate Glass, Windows, Doors and Display Showcases*

- D7.3 The Tenant shall keep current at all times during the Term an adequate insurance policy in the joint names of the Landlord and the Tenant in respect of all plate glass, windows and doors upon the Premises.

*Public Liability Insurance*

- D7.4 The Tenant shall keep current at all times during the Term in respect of the Premises a public liability insurance (including products liability) in the joint names of the Landlord and the Tenant in an amount not less than Singapore Dollars Five Million only (\$\$5,000,000.00) for any one occurrence and to ensure that such public liability insurance shall cover all the indemnities referred to in this Lease and otherwise conform with the requirements as the Landlord may from time to time reasonably specify and which shall include Non-cancellation, Cross Liability and Waiver of Subrogation Rights and Tenant's Liability Clauses as follows:

- D7.4.1 The Tenant's insurer shall undertake to obtain the consent of the Landlord before cancelling and/or making any alterations to the policy.

- D7.4.2 For the purposes of this policy each of the parties comprising the insured shall be considered as a separate and distinct unit and the words the *Insured* shall be considered as applying to each party in the same manner as if a separate policy had been issued to each of the said parties and the insurer hereby agrees to waive all rights of subrogation or action which they may have or acquired against any of the aforesaid parties arising out of any occurrence in respect of which a claim is made hereunder. The inclusion of more than one insured shall not operate to increase the limits of the insurer's liability hereunder.

- D7.4.3 There shall be no exclusion of liability to property damage arising from property in the charge or under the control of the Tenant or any agent or servant of the Tenant nor shall there be any exclusion of liability against claims for personal injury or loss of life against the Tenant nor shall there be any exclusion of liability in the event of loss or damage to the Premises or claims for personal injury or loss of life caused by any fixture or fittings or goods belonging to or held in trust by or hired or leased or rented to the Tenant.

and the Tenant shall apply for and expend insurance monies received

**Comment [R&T2]:** This amounts to around \$8 million.  
Clients please confirm the quantum and let us know if it should be a reduced amount.

→ Try to reduce to  
1 yr (72 months rent)

**Comment [R&T3]:** Clients, please confirm the quantum.

Okay.

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~~expeditiously promptly~~ in compensating any claim and in restoring, replacing or reinstating any damage or loss and in the event such monies are insufficient, to pay the necessary shortfall. The policies effected by the Tenant shall be taken out in the names of the Landlord and the Tenant for their respective rights and interests with an insurer approved by the Landlord.

No  
Cancellation  
and Alteration  
of Policy

D7.5 No cancellation, exclusions, endorsements or alterations thereto shall be made in respect of any insurance policies effected by the Tenant hereunder unless first approved in writing by the Landlord ~~(which approval shall not be unreasonably withheld)~~. Duplicates and certified copies of all policies and all renewal certificates and endorsement slips shall be given by the Tenant to the Landlord upon receipt by the Tenant. All premiums in respect of such policies shall be paid punctually by the Tenant and the Tenant shall give a copy of the receipt for each premium payable in respect of each policy to the Landlord including copies of the receipts for premiums paid on subsequent renewals of the said policies ~~upon the Landlord's request~~.

Production of  
Policies

D7.6 On the signing of this Lease, the Tenant shall forthwith produce to the Landlord copies of all insurance policies which the Tenant is required to effect hereunder and copies of the receipts for the premiums payable in respect of such policies.

**D8. ADMINISTRATIVE FEES, LEGAL COSTS AND EXPENSES**

Stamp Duties

D8.1 All stamp duties payable on this Lease (if any) shall be borne by the Tenant.

Legal Costs  
and Expenses

D8.2 The Landlord and the Tenant shall each bear its own legal fees and out-of-pocket expenses in connection with the preparation, negotiation and completion of this Lease.

D8.3 The Tenant agrees to pay the Landlord (on a full indemnity basis):-

D8.3.1 All the Landlord's legal costs and expenses incurred in enforcing any provision of this Lease in the event of a breach by the Tenant.

D8.3.2 All the Landlord's reasonable costs and expenses (including solicitors' costs and costs of the Landlord's architect, engineer or surveyor where applicable) incurred in connection with every application made by the Tenant for any consent or approval required under this Lease whether or not such consent or approval shall be granted or given. ~~Provided That a quote of the costs and expenses shall be given to the Tenant and approved by the Tenant before the same is incurred.~~ → to show 3 p. 183 @ reasonable prng

**D9. PERMITTED USE**

The Tenant shall at all times:

Permitted Use

D9.1 use the Premises in a lawful manner including but not limited to complying with the provisions of all statutes and subsidiary regulations for the time being in force and all governmental requirements relating to the occupation and use of the Premises;

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D9.2 be responsible for obtaining and keeping in force all necessary approvals required by the relevant authorities for the operation of its business in the Premises, at its own cost and expense, and must ensure that the terms and conditions of such approvals are strictly complied with; and

D9.3 provide the Landlord with copies of all necessary permits, approvals or licenses (if any) within seven (7) days of the receipt by the Tenant of such permits, approvals or licences.

**D10. KEEP IN TENANTABLE REPAIR**

*Keep  
tenantable  
in  
Repair*

D10.1 The Tenant shall at all times keep clean and in a good and tenantable repair and condition (fair wear and tear excepted), the Premises including the interior, the flooring, the interior plaster or other surface material or rendering on walls and ceilings, the fixtures, all doors, windows, glass, locks, fastenings, installations and fittings for light and power, the Conducting Media in and serving the Premises, sanitary, water, gas and electrical apparatus, air-conditioning and other installations and fire detection and fire fighting installations and any other Common Areas comprised in the Property and shall make good to the reasonable satisfaction of the Landlord any damage or breakage caused to any part of the Premises or to the Landlord's fixtures and fittings by the transportation of the Tenant's goods or effects or resulting from any action or omission of the Tenant, its sub-tenants, employees, independent contractors, agents or any permitted occupier.

D10.2 The Tenant's obligations in Clause D10.1 shall extend to all improvements and additions to the Premises and to all of the Landlord's fixtures, fittings and appurtenances of whatever nature affixed or fastened to the Premises.

D10.3 The Tenant shall be wholly responsible if any damage or injury is caused by the Tenant to the Landlord or to any person whomsoever directly or indirectly on account of the condition of any part of the interior of the Premises (including flooring, walls, ceiling, doors, windows, curtain wall and its related parts including fluoro-carbon coating thereon (if any) and other fixtures within the Premises) and the Property and shall fully indemnify the Landlord against all claims, demands, actions and legal proceedings whatsoever made against the Landlord by any person in respect thereof. In the interpretation and application of the provisions of this sub-clause, the decision of the surveyor or architect of the Landlord shall be final and binding upon the Tenant.

**D11. TO MAKE GOOD DAMAGE TO PREMISES**

*To  
make  
good  
damage  
to  
Premises*

The Tenant shall make good any breakage, defect or damage to the Premises or any part thereof or to any premises adjoining the Premises or to any facility or appurtenances thereof occasioned by want of care, misuse or abuse on the part of the Tenant or the Tenant's sub-tenants, servants, agents, independent contractors, sub-contractors or licensees.

D12. TO REPLACE BROKEN GLASS

*To Replace  
Broken Glass*

The Tenant shall make good and reimburse the Landlord for any breakage, defect or damage to any glass window, glass door, glass wall or glass panel of the Premises and all damaged or broken lighting, electrical equipment (including light bulbs and fluorescent tubes) and plumbing installed in or about the Premises thereof occasioned by want of care, misuse or abuse on the part of the Tenant or the Tenant's sub-tenants, servants, agents, independent contractors, sub-contractors or licensees.

D13. THE LANDLORD'S RIGHT OF INSPECTION AND RIGHT OF REPAIR

*The  
Landlord's  
Right of  
Inspection  
and Right of  
Repair*

D13.1 The Tenant shall permit the Landlord and its servants or agents with prior appointment, at least once every quarterly and whenever required by the Landlord, at all reasonable times to enter into, inspect and view the Premises to:

- D13.1.1 establish if the provisions of this Lease have been observed;
- D13.1.2 examine the condition of the Premises; and
- D13.1.3 take a schedule of fixtures in the Premises.

D13.2 Upon written notice being given by the Landlord to the Tenant of any breach of covenant, defect, want of repair, removal of fixture or unauthorised alteration or addition or painting work for which the Tenant shall be responsible under the terms, conditions, stipulations, obligations and agreements herein, then the Tenant shall execute and complete all repairs, works, replacements or removals set out in the said notice within fourteen (14) days after the service of such written notice (or within such timeframe as may be reasonably required by the Landlord), to the reasonable satisfaction of the Landlord or its surveyor. If the Tenant shall not execute or complete all repairs, works, replacements or removals set out in the said notice within fourteen (14) days after the service of such written notice, it shall be lawful for the Landlord's agents or workmen to enter into the Premises and execute such repairs, works, replacements or removals. The Tenant shall pay to the Landlord on demand within fourteen (14) days of the Landlord's written notice all costs and expenses so incurred by the Landlord with interest from the date of expenditure until the date they are paid by the Tenant to the Landlord, such costs and expenses and interest to be recoverable as if they were rent in arrears.

*The  
Landlord's  
Right of Entry  
for Repairs  
etc*

D13.3 The Tenant shall permit the Landlord and its agents and workmen and all others employed such persons authorised by the Landlord at all reasonable times, upon giving to the Tenant prior notice (except in any case which the Landlord reasonably considers an emergency in which case no notice is required) to enter upon the Premises to effect or carry out any maintenance, repairs, alterations or additions or other works which the Landlord may reasonably consider necessary or desirable to any part of the Premises or the water, electrical, air-conditioning and other facilities and services of the Premises; without payment of compensation for any nuisance, annoyance, inconvenience or damage caused to the Tenant subject to the Landlord (or other person so entering) exercising such right in a reasonable manner..

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**D14. NOTICE OF DAMAGE**

*Notice  
Damage* of The Tenant shall give notice in writing forthwith to the Landlord of any damage that may occur to the Premises or of any damage to or want of repair or defects in the water pipes, electrical wiring, air-conditioning ducts, fittings, fixtures or other facilities provided by the Landlord or of any circumstances likely to cause the Premises or any person therein to be in danger, at risk or subject to any hazard.

**D15. ALTERATIONS AND ADDITIONS**

*Alterations  
and Additions* D15.1 The Tenant shall not make or permit to be made any alterations or additions to or affecting the structure or exterior of the Premises or the appearance of the Premises as seen from the exterior.

D15.2 The Tenant shall not and shall not permit any person to paint or make any additions or alterations or exert any force or load on the curtain wall, its frame structure and all its related parts or to place or affix any structures or articles or materials thereon which would otherwise render the warranty granted in favour of the Landlord in respect of such wall and structure null and void.

D15.3 The Tenant shall not without the prior written consent of the Landlord (which shall not be unreasonably withheld) make any other alterations or additions to the Premises. For the purpose of seeking the Landlord's consent herein, the Tenant shall submit to the Landlord all plans, layouts, designs, drawings, specifications and details of proposed materials to be used for any proposed alterations and additions.

Alterations and additions for such purpose of this clause shall include but shall not be limited to works relating to:

D15.3.1 internal partitions, floors and ceilings within the Premises;

D15.3.2 electrical wiring, conduits, light fittings and fixtures;

D15.3.3 air conditioning installations, ducts and vents;

D15.3.4 fire protection devices;

D15.3.5 all plumbing and gas installations, pipes, apparatus, fittings and fixtures;

D15.3.6 all mechanical and electrical works; and

D15.3.7 painting of the Premises. For the avoidance of doubt, the Tenant shall be responsible for a one-time cleaning and repainting of the Premises prior to the Term Commencement Date.

D15.4 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 proposed alterations or additions and for the purpose of supervising all structural works carried out by the Tenant. The fees and expenses of such architect, engineer and consultant(s) incurred in connection therewith shall be borne by the Tenant and forthwith shall be paid by the Tenant to the Landlord on demand provided that such fees have been agreed to by the Tenant. If the Tenant fails to make payment on demand, the

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Landlord may effect payment of the same and all costs and expenses so incurred by the Landlord which remains unpaid after the Landlord's written request together with interest from the date of expenditure until the date they are paid by the Tenant to the Landlord shall be recoverable from the Tenant as if they were rent in arrears.

D15.5 All alterations and additions to the Premises shall only be carried out:-

D15.5.1 in the case of all mechanical and electrical works including works relating to the sprinkler system and all structural works, by a specialist contractor nominated by the Landlord and separately employed by the Tenant in relation to the Tenant's alteration and addition works; and

D15.5.2 in all other cases, by a contractor appointed by the Tenant and approved by the Landlord (which approval shall not be unreasonably withheld).

A contractor 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.

D15.6 All planning and other consents necessary or required pursuant to the provisions of any statute, rule, order, regulation or by-law for any alteration or addition to the Premises or any part thereof, shall be applied for and obtained by the Tenant at the Tenant's own cost and expense.

D15.7 The Tenant shall carry out and complete all alterations and additions to the Premises in accordance with plans, layouts, designs, drawings, specifications and using materials approved by the Landlord (which approval shall not be unreasonably withheld) in a good and workmanlike manner and in accordance with all planning and other consents referred to in Clause D15.6, and in compliance with the reasonable requirements of the Landlord's consultants.

D15.8 The Tenant shall submit to the Landlord as-built drawings relating to all such alterations, additions or other works. If the Tenant fails to do so, the Landlord shall be entitled to take all action necessary (including engaging consultants to make necessary inspections and to prepare the relevant as-built drawings and making payments to the Tenant's consultants). All costs and expenses so incurred by the Landlord remaining unpaid after the Landlord's written request together with interest from the date of expenditure until the date they are paid by the Tenant to the Landlord, shall be recoverable from the Tenant as if they were rent in arrears.

**D16. YIELD UP IN REPAIR AT END OF TERM AND REINSTATEMENT**

*Yield Up in  
Repair and  
Reinstatement*

At the expiration or earlier determination of the Term:-

D16.1 The Tenant shall surrender to the Landlord all keys giving access to all parts of the Premises irrespective of whether or not the same have been supplied by the Landlord.

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- D16.2 Except for existing Sub-Leases entered into prior to the Term Commencement Date and expiring beyond the Term, the Tenant shall ensure that the Premises shall be reinstated in accordance with this Clause D16.3 to D16.6.
- D16.3 The Tenant shall reinstate (as set out in Clause D16.6) and quietly yield up the Premises in a good and tenantable condition which is not worse off than as at the Term Commencement Date (fair wear and tear excepted), to the reasonable satisfaction of the Landlord (after removal of all additions and improvements made by the Tenant to the Premises and all fixtures which may be fixed or fastened to or upon the Premises by the Tenant unless otherwise waived by the Landlord), Provided That the Landlord has given the Tenant not less than 6 months' prior written notice of such request to remove the additions and improvements.
- D16.4 Without prejudice to the generality of the provisions of Clause D16.3 and D16.6, the Tenant shall reinstate all air-conditioning installations, sprinkler systems and other mechanical and electrical, building and sanitary installations therein to the reasonable satisfaction of the Landlord, such reinstatement to be carried out in the case of all mechanical and electrical works, structural works and sprinkler systems by a specialist contractor nominated by the Landlord and appointed by the Tenant, and in all other cases, by a contractor appointed by the Tenant and approved in writing by the Landlord, such approval not to be unreasonably withheld.
- D16.5 If the Tenant fails to reinstate the Premises in accordance with the provisions of this Clause D16 after the expiry of seven (7) days from the Landlord's written notice to terminate, the Landlord may effect the same at the Tenant's cost and expense. All costs and expenses incurred by the Landlord together with double the amount of Rent and Reimbursables in accordance with Clause D17 which the Landlord shall be entitled to receive had the period within which such works effected by the Landlord been added to the Term, shall be paid by the Tenant within seven (7) days of the Landlord notifying the Tenant of the amount thereof, and in this connection, a certificate from the Landlord as to the amount of costs and expenses incurred by the Landlord shall be conclusive and binding on the Tenant (save for manifest error). The Tenant shall pay to the Landlord on demand all costs and expenses so incurred by the Landlord with interest from the date of expenditure until the date they are paid by the Tenant to the Landlord, and such costs and expenses and interest shall be recoverable as if they were rent in arrears.
- D16.6 For the purpose hereof the term *reinstate* shall include
- D16.6.1 the washing of the whole of the interior of the Premises (including the cleaning of all glass, doors and windows),
- D16.6.2 the painting with two coats of oil paint or emulsion paint or other appropriate treatment of all of the internal parts of the Premises previously so treated respectively,
- D16.6.3 the making good of any damage or disfigurement caused to walls, doors, windows, floor, ceiling boards or any part of the Premises,
- D16.6.4 the graining and varnishing of all the internal parts of the

**Comment [R&T4]:** Clients to confirm if there are any existing Sub-leases.

\* 4 sublets - very small only.  
Over 4k rental.

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Premises previously grained and varnished,

- D16.6.5 the re-polishing of all the internal parts of the Premises previously polished,
- D16.6.6 the making good or replacement of damaged wires, conduits, piping, air-conditioning ducting and all other apparatus, fixtures and fittings supplied by the Landlord,
- D16.6.7 the removal of any signboards, nameplates, advertisements or notices and all carpeting, tiling, partitions, additions, improvements, fixtures and fittings belonging to the Tenant whether within or outside the Premises,
- D16.6.8 the removal and clearing of all waste, rubbish and other unwanted material from the Premises,
- D16.6.9 the making good to the reasonable satisfaction of the Landlord of all damage to the Premises resulting from the removal of the Tenant's belongings, reinstatement or repair of the Premises,
- D16.6.10 the removal from the Premises of all additions, improvements, fixtures and fittings installed by the Tenant and all notices, notice boards and signs bearing the name of or otherwise relating to the Tenant (including in this context any persons deriving title to the Premises under the Tenant) or its business.

D17. HOLDING OVER

*Holding Over*

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

D18. TO INFORM THE LANDLORD OF NOTICES

*To inform the Landlord of Notices*

The Tenant shall immediately promptly give to the Landlord a copy of any notice or letter received by the Tenant from any governmental, statutory, public or other authority in respect of the Premises.

D19. TO COMPLY WITH ALL NOTICES

*To Comply with Notices*

The Tenant shall promptly at the Tenant's own expense comply with all notices, order, requisition or direction made or issued by a competent authority in respect of the Premises as may be imposed on the occupier of the Premises.

D20. TO INDEMNIFY THE LANDLORD

*To Indemnify the Landlord*

The Tenant shall indemnify, keep indemnified and hold the Landlord harmless from and against:-

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D20.1 all claims, demands, writs, summons, actions, suits, proceedings, judgements, orders, decrees, damages, costs, losses and expenses of any nature whatsoever which the Landlord may suffer or incur in connection with loss of life, personal injury and/or damage or loss to property arising from or out of any occurrence in, upon or at the Premises or caused by the use of the Premises or any part thereof or the breach of any of the obligations herein by the Tenant or by any of the Tenant's sub-tenants, employees, independent contractors, agents, invitees or licensees; and

D20.2 all loss and damage to the Premises and to all property and goods therein caused directly or indirectly by the Tenant or the Tenant's sub-tenants, 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, electricity or gas or by faulty fittings or fixtures of the Tenant or the failure of the Tenant to maintain the Premises in accordance with its obligations herein.

**Comment [R&TS]:** Client to note.  
Should get back-to-back indemnity from  
sub-tenants (if any).

**D21. DANGEROUS GOODS**

*Dangerous Goods*

The Tenant shall not store or bring upon the Premises or any part thereof arms, ammunition or unlawful goods, gunpowder, saltpetre, kerosene or any goods or things which in the reasonable opinion of the Landlord are of an obnoxious, dangerous or hazardous nature or any explosive, combustible or inflammable substance PROVIDED ALWAYS that if the explosive, combustible or inflammable materials are stored in the Premises or any part thereof with the consent in writing of the Landlord any increase in the premium of fire or other insurance as may have been taken out by the Landlord shall be borne by the Tenant.

**D22. DISCHARGE OF DANGEROUS SUBSTANCES**

*Discharge of Dangerous Substances*

The Tenant must not permit any noxious or any deleterious, objectionable, dangerous, poisonous or explosive matter or substance to be discharged into any of the Conducting Media, and must take all reasonable measures to ensure that any effluent discharged into the Conducting Media does not harm the environment, or corrode or otherwise harm the Conducting Media or cause obstruction or deposit in the Conducting Media and that the Tenant shall take all reasonable precautions to ensure that no noxious substances are spilled or deposited on the Premises and that contamination does not occur.

**D23. SAFETY MEASURES**

*Safety Measures*

D23.1 The Tenant shall keep the 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 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 Premises.

*To Comply with Fire Regulations*

D23.2 The Tenant shall comply with insurance, sprinkler and fire alarm regulations in respect of any partitions or other works which may be effected by the Tenant upon the Premises and to pay the reasonable costs, fees and expenses of the mechanical and engineering consultants appointed by the Landlord to ensure that the Tenant complies with such insurance, sprinkler and fire alarm regulations and to pay the reasonable costs of any alterations to the said partitions or other works or of repairing or replacing any damaged sprinklers

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and/or fire alarm installations incurred by reason of the non-compliance by the Tenant with such regulations.

D24. SALE OF LIQUOR

*Sale of Liquor* The Tenant shall not sell beer, wine, spirits or similar intoxicating liquors on the Premises or any part thereof or allow the Premises or any part thereof to be used for the carrying on therein of the trade of a publican or licensed victualler or for the sale of beer, wine, spirits or similar intoxicating liquors or for the purpose of a club or association where such liquors may be sold, supplied to or received, stored or brought for consumption by members or any other person, unless the Tenant is in compliance with the provisions of all statutes and subsidiary regulations for the time being in force and all governmental requirements relating to the aforementioned.

D25. THE TENANT'S MANAGER AND AUTHORISED PERSONNEL

*The Tenant's Manager* The Tenant shall inform the Landlord of the name and contact number of the Tenant's manager who is responsible for the daily management of the Tenant's business at the Premises including the name and contact number of the authorised personnel to contact in the case of emergency and to promptly notify the Landlord of any changes in the appointment of and particulars of such manager and/or authorised personnel.

D26. NOT TO MISUSE COMMON AREAS

*Not Misuse Common Areas* To The Tenant shall not use or cause to permit to be used for any purposes other than for those for which they were constructed the Common Areas, including the Car Park, lift shafts, water-closets, lavatories, conveniences and other services in the Property.

D27. NO PARKING OR STORING IN COMMON AREAS

*No Parking or Storing in Common Areas* The Tenant shall not permit or cause to be permitted the placing or parking of bicycles, motor-cycles or scooters, trolleys and other wheeled vehicles and/or the stocking or storage or littering of goods or things in the Common Areas, including the Car Park, corridors, passage-ways and pavements (save in the designated areas) and to keep all such internal and external parts of the Property and/or the Premises clear and free of all obstruction at all times.

D28. NOT TO OBSTRUCT COMMON AREAS

*Not Obstruct Common Areas* To The Tenant shall not permit or cause any obstruction in the Common Areas and shall keep all such Common Areas clear and free of all obstruction at all times.

D29. TO ATTEND TO COMPLAINTS

*To Attend to Complaints* The Tenant undertakes to attend to any complaints by any members of the public against the Tenant which come to the attention of the Landlord to the reasonable satisfaction of the Landlord.

D30. USE OF PASSENGER LIFTS

*Loading for passenger lifts* D30.1 The Tenant shall ensure that the use of the passenger lifts does not exceed the permissible load limits prescribed for such passenger lifts.

*Use of passenger lifts* D30.2 The Tenant shall not permit or allow the contractors, workmen or cleaners (with or without equipment tools) engaged by the Tenant to use the

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passenger lifts or escalators of the Property and shall ensure that they use only the service lift.

**D31. NO AUCTION OR PROHIBITED TRADE**

*No Auction or  
Closing Down  
Sale*

D31.1 The Tenant shall not use or permit or suffer the Premises or any part thereof to be used for an auction sale or to conduct any sale described as a bankruptcy sale or closing down sale or any sale carrying a description which in the reasonable opinion of the Landlord has a negative connotation.

*No Unlawful  
Purpose or  
Nuisance*

D31.2 The Tenant shall not use the Premises or any part thereof for any unlawful purpose nor carry out or permit to be carried out any noxious, immoral, noisome, offensive or illegal act, trade, business, occupation or calling in or upon the Premises and shall not do or permit to be done any act or thing which may become a nuisance to or cause annoyance, grievance, damage or disturbance to or give cause for reasonable complaint from the tenants or occupants of neighbouring premises or of other parts of the Property or of other buildings adjoining the Property or the Premises.

*No Immoral  
Use*

D31.3 The Tenant shall not use the Premises or any part thereof for any gambling or any unlawful or immoral or improper purpose and shall not do or permit to be done any act or thing which may be or become a nuisance, annoyance, inconvenience or danger to or give cause for reasonable complaint from the tenants or occupants of adjoining premises or of other parts of the Property or of other buildings adjoining the Property or the Premises.

**D32. OVERLOADING**

*Not  
Overload*

D32.1 The Tenant shall not without the prior written consent of the Landlord at any time load or permit or suffer to be loaded any part of the floors of the Premises to a weight greater than the permissible load limits prescribed in the relevant building plans or approved by the competent authorities for the respective floors (or such other weight as may be reasonably prescribed by the Landlord) and shall when reasonably required by the Landlord distribute any load on any part of the floor of the Premises in accordance with the directions and requirements of the Landlord, and in the interpretation and application of the provisions of this clause relating to loading requirements the decision of the surveyor or engineer or architect of the Landlord shall be final and binding upon the Tenant. The reasonable fees of any architect, engineer or other consultant employed by the Landlord for the purpose of considering, approving and supervising any load under this clause and all reasonable costs and expenses incurred by the Landlord in connection therewith shall be borne by the Tenant and paid forthwith upon after reasonable written notice being given by the Landlord to the Tenant. All costs and expenses so incurred by the Landlord together with interest from the date of notice until the date they are paid by the Tenant to the Landlord remaining unpaid after the Landlord's written request, shall be recoverable from the Tenant as if they were rent in arrears.

**D33. NOT TO INTERFERE WITH AIR-CONDITIONING AND OTHER SYSTEMS**

*Not  
Interfere with  
Air-  
Conditioning  
and Other  
Systems*

D33.1 The Tenant shall not use or permit to be used any heating or cooking devices or any other devices, equipment or machines which may interfere with the efficient running of the air-conditioning system, lift system, lighting, or power system or any other mechanical or electrical system or apparatus in the Premises.

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D34. NOT TO VOID INSURANCE

*Not to Void Insurance*

The Tenant shall not do or permit or suffer to be done anything whereby any policies of insurance taken up on the Premises for the time being subsisting may be vitiated or rendered void or voidable or whereby the rate of premium on any insurance policy shall be liable to be increased and shall make good all damage suffered by the Landlord and repay to the Landlord all sums paid by the Landlord by way of increased premium and all expenses incurred by the Landlord in or about any renewal of such policy or policies rendered necessary by a breach or non-observance of this covenant.

D35. TO ALLOW CLEANERS

*To Allow Cleaners*

The Tenant shall allow the person or persons for the time being having the contract for the cleaning of the Premises and its servants, workmen, employees, agents, contractors and sub-contractors free ingress and egress to the Premises for the purpose of cleaning the exterior of the windows of the Premises during business hours.

D36. CLEANING, SERVICING AND LANDSCAPING

*Regular Cleaning Fixtures & Fittings*

D36.1 The Tenant shall undertake at the Tenant's own cost and expense the regular cleaning, servicing and maintenance of all fixtures, fittings, installations and appliances in or serving the Premises including but not limited to air-conditioning and ventilation system, gas valves, sanitary and waste pipes and domestic waste water pipes (if applicable). The Tenant shall submit to the Landlord, at least once every quarterly and whenever required by the Landlord, the maintenance service report for such cleaning, servicing and maintenance of all fixtures, fittings, installations and appliances in or serving the Premises.

*Cleaning of Drains and Pipes*

D36.2 The Tenant shall pay on demand to the Landlord the reasonable costs and expenses incurred by the Landlord in cleaning any drains and pipes choked or blocked up whether in the Premises due to the fault or default of the Tenant or its sub-tenants, employees, customers, invitees or licensees where prior notice has been given to the Tenant to clean or clear such drains and pipes and the Tenant has failed to do so.

*To Clean Keep*

D36.3 The Tenant shall keep the Premises clean and free from dirt and rubbish and throw all trade waste, debris, dirt and rubbish (and in particular wet waste) in proper receptacles and shall arrange for the regular removal thereof from the Premises and shall not throw, place or allow to fall or cause or permit to be thrown or placed in the Common Areas including the Car Park, lift shafts, water-closets, lavatories, conveniences or other services in the Premises, trade waste, sweepings, rubbish, waste paper or any unsuitable substances and the Tenant shall on demand after it fails to comply with the Landlord's written notice to make good, pay to the Landlord the costs and expenses of making good any damage resulting to the Common Areas including the Car Park, lift-shafts, water-closets, lavatories, conveniences or other services caused by the misuse of such facilities by the Tenant or by any of the Tenant's sub-tenants, employees or visitors and shall indemnify the Landlord for any costs incurred in the removal and clearance of any rubbish or trade waste in the event the Tenant is in breach of this provision. Provided Always That the Tenant shall not be liable for any costs and expenses incurred as a result of the wilful default or gross negligence of the Landlord, its agents or contractors.

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*Cleaning  
Contractors*

- D36.4 The Tenant shall employ or continue to employ in or about the Premises any cleaners or cleaning contractors to carry out the cleaning works in the Premises. PROVIDED ALWAYS that the Landlord shall not be liable for any misconduct or negligent acts or defaults of the said cleaning contractor or contractors. Any cleaners so employed by the Tenant for the purposes of cleaning the Premises shall be at the sole expense and responsibility of the Tenant.

**D37. NO DISTURBING NOISES**

*No Disturbing  
Noises*

- The Tenant shall not do or produce, or suffer or permit to be done or produced any music, noise (including sound produced by broadcasting from television, radio or any apparatus or instrument capable of producing or reproducing music or sound) or keep any musical instruments, radios or television sets save in relation to the permitted use of the Premises or other acts or things in or on the Premises which is/are or may be a nuisance or annoyance to the Landlord or to tenants or occupiers of adjacent or neighbouring premises.

**D38. NOT TO CAUSE ANY ODOURS AND FUMES**

*Not to Cause  
any Odours  
and Fumes*

- The Tenant shall not cause or permit any odours or smells to be produced or to permeate or emanate from the Premises which are in the Landlord's reasonable opinion offensive or unusual. The Tenant shall take necessary measures to ensure proper ventilation and to prevent smoke, fumes or unpleasant odours and/or leakage of any substances or materials from and into the Premises and in the event that the Tenant fails to do so the Landlord may without after reasonable prior notice to the Tenant and the Tenant has failed to comply with such notice, take all such measures as it deems necessary to remedy this breach and all costs and expenses reasonably incurred by the Landlord shall be solely borne by the Tenant and paid forthwith. All such costs and expenses so incurred by the Landlord together with interest from the date of expenditure until the date they are paid by the Tenant to the Landlord which remain unpaid after the Landlord's written request shall be recoverable from the Tenant as if they were rent in arrears.

**D39. NOT TO DAMAGE OR DEFACE**

*Not  
Damage  
Deface  
to  
or*

- The Tenant shall not drive nails or screws into or mark unnecessarily or drill or in any way damage or deface any floors, ceilings, walls, partitions or any part thereof.

**D40. SIGNS AND ADVERTISEMENTS**

*Signs and Ad-  
vertisements*

- D40.1 The Tenant shall not affix, paint, attach or otherwise exhibit or permit or suffer so to be upon any part of the Property and/or the Premises any sign, announcement, placard, poster, light, display, advertisement, nameplate, flag, flag pole, or any other thing whatsoever except the Tenant's nameplate or signboard of such size, form and character as shall be approved in writing by the Landlord and at such location as shall be approved by the Landlord (whose approval shall not be unreasonably withheld). The Tenant shall obtain at its own cost and expense all approvals, permits and licences from the relevant authorities for the display of such nameplate or signboard approved by the Landlord. In this respect, the Landlord shall assist the Tenant in the submission and application by endorsing on such plans previously approved by the Landlord and all costs and expenses, if any, shall be borne by the Tenant. All installation costs and the electricity costs in respect of such nameplate or signboard shall be borne solely by the Tenant.

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D40.2 The Tenant shall obtain the Landlord's approval and consent (whose consent shall not be unreasonably withheld) prior to the Tenant's change of its existing signage.

D40.3 The Tenant shall allow the Landlord to place signage(s) on the Premises (with prior written consent by the Tenant).

D40.4 The Tenant shall not display, affix or otherwise exhibit or use any flashing or flickering lights on the exterior or interior of the Property and/or the Premises.

D40.5 The Tenant shall not erect or install any sign, device, furnishing, ornament or object which is visible from the street or from any other building and which, in the opinion of the Landlord is incongruous or unsightly or may detract from the appearance of the Premises.

**D41. EXIT LIGHTING AND EXIT SIGNS**

*Exit Lighting and Exit Signs* The Tenant shall install exit lighting and exit signs at the Premises as required by the relevant authorities in accordance with the layout of the Premises.

**D42. NO ADVERSE PUBLICITY**

*No Adverse Publicity* The Tenant shall not advertise the Tenant's business or participate in any form of publicity or promotion which the Landlord in its absolute discretion considers detrimental to the Premises.

**D43. FIRE DRILLS**

*Fire Drills* The Tenant shall participate and cause all the Tenant's employees in the Premises to participate in fire drills which the Landlord may hold from time to time during the said term.

**D44. ASSIGNMENT/SUBLETTING**

*Not to Assign or Sublet* D44.1 Save as otherwise expressly provided in Clauses D44.2 and D44.3 or with the Landlord's prior written consent (which shall not be unreasonably withheld), the Tenant cannot assign this Lease, or sublet or license, or part with or share possession of, or otherwise howsoever deal with, the whole or any part of the Premises. For the purposes of this Clause D44, any amalgamation and/or reconstruction effected by the Tenant (if a company) or any change in the majority or controlling shareholders of the Tenant or any change in the constitution by the Tenant (if a partnership) shall be deemed to be an assignment of this Lease.

*Tenant may Sublet* D44.2 The Tenant may sublet the Premises or any part thereof, with the prior written consent of the Landlord, in the following circumstances:

D44.2.1 the renewal of any existing Sub-Lease between the Tenant and its Sub-Tenant, in the event that the Sub-Lease expires during the Term and the term of such Sub-Lease shall not exceed the Term; or

D44.2.2 entering into a new Sub-Lease with a new Sub-Tenant

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during the Term and the term of such Sub-Lease shall not exceed the Term.

*Tenant shall Assign* D44.3 The Tenant shall assign the Sub-Leases, when notified by the Landlord in writing, in the following circumstances:

- D44.3.1 in the event the Sub-Lease expires on a date later than that of the expiry of the Lease; or
- D44.3.2 if, during the Term, an event of insolvency occurs in relation to the Tenant, wherein the phrase "an event of insolvency" includes:
- (a) inability of the Tenant to pay its debts as and when they fall due;
  - (b) presentation of a winding up petition (except for the purpose of amalgamation or reconstruction when solvent) for the winding up of the Tenant;
  - (c) issuance of a notice of meeting of members or shareholders for the passing of a resolution for winding up (except for the purpose of amalgamation or reconstruction when solvent) of the Tenant;
  - (d) presentation of a petition for the judicial management of the Tenant;
  - (e) making of a proposal by the Tenant to its creditors for a composition in satisfaction of its debts or a scheme of arrangement of its affairs;
  - (f) the appointment of a receiver, receiver and manager, or provisional liquidator in respect of the Tenant or any of its property or assets; and
  - (g) in the case of a Tenant which is not incorporated in Singapore, the occurrence of processes or events under the laws of the country of incorporation of the Tenant which are similar or analogous to those specified in sub-clauses (a) to (f) above; or
  - (h) the appointment of a receiver, receiver and manager, or provisional liquidator in respect of the Tenant or any of its property or assets; and
  - (i) in the case of a Tenant which is not incorporated in Singapore, the occurrence of processes or events under the laws of the country of incorporation of the Tenant which are similar or analogous to those specified in sub-clauses (a) to (f) above; or
- 44.3.3 the Rent and Reimbursables or any part thereof or any Interest payable thereon or any other monies payable under this Lease remains unpaid for thirty (30) days after the same

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shall have become due.

- Assignment of rental proceeds*
- D44.4** In the event the Tenant shall assign, underlet, sublet, license, or enter into any Sub-Lease, or otherwise part with or share possession or use of the Premises or any part thereof, the Tenant agrees to give the Landlord an assignment in respect of any rental proceeds received by the Tenant.
- Execution of Deed of Assignment*
- D44.5** Pursuant to the above Clauses D44.2, 44.3 and D44.4, the Tenant shall execute a contingent Deed of Assignment in the form set out in Annexure A, immediately upon the signing of this Lease. The Deed of Assignment shall include a Tenancy Schedule annexed to it, setting out all existing Sub-Leases, which may be updated from time to time by the Landlord. The assignment of the Sub-Leases and the rental proceeds of the same shall be deemed to have taken place pursuant to the terms of the Deed of Assignment.
- Tenant's Notice to the Landlord on Assignment Sub-leasing*
- D44.6** In the event the Tenant shall assign, underlet, sublet, license or otherwise part with or share possession or use of the Premises or any part thereof under this Clause D44, the Tenant shall immediately give notice to the Landlord in writing. Upon receipt of such notice in writing, the Landlord shall be entitled to update the Tenancy Schedule annexed to the Deed of Assignment set out in Annexure A to reflect the Sub-Leases in effect from time to time. If required by the Landlord, the Tenant shall acknowledge and confirm any such update in writing.
- Provision of documents of Sub-Leases to the Landlord*
- D44.7** Pursuant to the above Clause D44.6. If required by the Landlord, the Tenant shall also provide a copy of the following documents, where applicable:
- D44.7.1 the Sub-Lease agreement;
- D44.7.2 written notice to the Landlord informing the Landlord of any arrears in the payment of rent by any Sub-Tenant or of any antecedent breach of the Sub-Tenant's covenants in the Sub-Lease agreement; and
- D44.7.3 schedule of payment of rent of the Sub-Lease up to three (3) years prior to the Tenant's notice in the above Clause D44.6, where applicable
- Bank Account for Rental Proceeds*
- D44.8** The Tenant shall open and maintain in its name a bank account for the sole purpose of the deposit of all monthly rental proceeds from all existing Sub-Tenants throughout the Term. The initial bank account details for the purposes of this Lease shall be:
- Account holder \_\_\_\_\_  
Bank \_\_\_\_\_  
Swift code \_\_\_\_\_  
Branch code \_\_\_\_\_  
Branch name \_\_\_\_\_
- or to such other bank account as the Tenant shall from time to time duly notify in writing to the Landlord within 1 Business Day of any such change of bank account.

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D45. CHANGE OF ADDRESS OR SHAREHOLDING

*Change of Address or Shareholding* The Tenant shall advise the Landlord in writing of any change in the address or registered office of the Tenant or (if the Tenant is a company) of any substantial change in the shareholding of the Tenant or (if the Tenant is a partnership), any change in the constitution of the partnership. For the purposes of this sub-clause the transfer of more than fifty per cent (50%) of the shares of a company whether to one or more persons shall be deemed to be a substantial change in the shareholding of that company.

**Comment [R&T6]:** Clients to note.

D46. CHANGE OF BUSINESS NAME

*Change of Business Name* The Tenant shall not effect any change in the name of the Tenant's business carried on at the Premises except with the prior written consent of the Landlord.

D47. GOODS AND SERVICES TAX

*Goods and Services Tax* The Tenant shall pay any tax levied on the supply of goods and services or such taxes, or impositions by whatever name called, levied or imposed by the appropriate government authority on the Rent and such other monies as are required to be paid under this Lease or under any statutory law during the Term.

In the event that any goods and services tax is payable for a taxable supply by the Landlord, the Tenant shall pay to the Landlord an additional amount equivalent to the applicable goods and services tax imposed.

D48. NO ANIMALS

*No Pets or Animals* D48.1 The Tenant shall not keep, permit or suffer to be kept any animals or pets of any kind in or about the Premises, unless the Tenant is in the business of the sale of pets, pet-related services, or operates as a veterinarian clinic, and all relevant approvals, permits and licences are obtained from the relevant authorities.

*No Rodents, Insects or Pests* D48.2 The Tenant shall take all reasonable precautions to keep the Property free of rodents, insects and other pests.

D49. SANITARY AND PLUMBING FACILITIES

*Sanitary and Plumbing Facilities* D49.1 The Tenant shall engage a licensed plumber to do all the plumbing works (including coring works) for the floor trap for the Premises. The Tenant shall be solely responsible to obtain all the relevant approvals, permits, licences from the relevant authorities for the plumbing works and all costs and expenses shall be borne by the Tenant. The plumbing works shall also be in accordance to the plans and specification approved by the Landlord (such approval not to be unreasonably withheld).

D49.2 The Tenant shall at all times have a water meter installed in the Premises and in this regard shall comply with all the requirements of SP Services Ltd or such other company as the Landlord shall in its absolute reasonable discretion and from time to time direct that the Tenant shall obtain the supply of water from. In the event that the Tenant fails to do so, the Tenant shall indemnify the Landlord for all costs claims and expenses in respect thereof (save for such costs, claims and expenses arising from the Landlord's gross negligence or wilful default).

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D49.3 The Tenant undertakes at the Tenant's own cost and expense to maintain clean and service the piping system to prevent any chokes or leaks or misuse of the piping system in the Premises. If the Tenant fails to maintain clean and/or service the piping system and clear up any chokes or leaks or rectify any damage resulting therefrom within 24 hours of the Landlord's written notification to do so, the Landlord shall have the right (but shall not be under any obligation) to engage its own contractors to rectify the same. All costs and expenses so reasonably incurred by the Landlord in connection therewith shall be borne by the Tenant and paid forthwith within seven \*7( days of the written notice from the Landlord to the Tenant. All cost and expenses so incurred by the Landlord together with interest from the date of notice until the date they are paid by the Tenant which remains unpaid after the Landlord's written notice shall be recoverable from the Tenant as if they were rent in arrears.

**Comment [R&T7]:** Clients to note. Is this sufficient time?

→ Enq.

D50. COMPLIANCE WITH IMMIGRATION ACT

*Immigration Act* The Tenant shall not use the Premises as a place in which any person is employed or occupies in contravention of section 57(1)(e) of the Immigration Act (Cap.133) and shall 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.

D51. COMPLIANCE WITH THE RULES AND REGULATIONS OF THE MANAGEMENT CORPORATION

*Compliance with the Rules and Regulations of the Management Corporation* The Tenant shall observe and perform or cause to be observed and performed the rules and regulations from time to time made by the management corporation in connection with the orderly and proper use of the lobbies, corridors, staircases, lift(s), hoists, lavatories and other parts in common use in the Property and access ways and service areas to the Property and also in connection with the security of the Property.

D52. CONFIDENTIALITY

The Tenant shall take all proper steps to keep confidential all information and terms and conditions in respect of, arising from or in connection with this Lease, and any subsequent correspondence or communication or otherwise between the Landlord and the Tenant in respect of or in connection with this Lease and will not divulge the same to any third party except to the extent that any such information becomes public through no fault of the Tenant or unless disclosure is required by law or unless the prior written approval of the Landlord has been obtained for the disclosure.

E. THE LANDLORD'S COVENANTS

The Landlord hereby covenants with the Tenant as follows:

E1. QUIET ENJOYMENT

*Quiet Enjoyment* That the Tenant, duly paying the Rent and any other charges hereby reserved and observing and performing the several covenants and stipulations herein contained on the Tenants' part to be observed and performed, shall peaceably hold and have quiet possession and enjoyment of the Premises during the Term without any disturbance by the Landlord or any person lawfully claiming under or in trust for the Landlord.

E2. INSURANCE OF PREMISES

*Insurance of  
Premises*

The Landlord shall at all times have the sole discretion as to whether to take out and maintain additional insurance in respect of the Premises at the Landlord's own cost and expense.

E3. TO KEEP IN REPAIR

*To Keep  
In  
Repair*

The Landlord shall keep all structural walls of the Premises and the roof in good and tenantable repair and condition (fair wear and tear and damage by fire excepted).

E4. RATES, TAXES AND OUTGOINGS

*Rates, Taxes  
and Outgoings*

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

DRAFT

**F. RIGHTS RESERVED BY THE LANDLORD**

PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED as follows:

**F1. RIGHT OF RE-ENTRY**

*Right of Re-Entry*

If the Rent and/or Reimbursables hereby reserved or any part thereof or any Interest payable thereon or any other monies payable under this Lease shall at any time be unpaid for seven fourteen (714) days after the same shall have become due (whether formally demanded or not) or if any covenant on the Tenant's part herein contained shall not be performed or observed and after fourteen (14) days from the Landlord's written notice to remedy such breach and the breach remains unremedied or if the Tenant being a company shall go into liquidation whether voluntarily (save for the purpose of amalgamation or reconstruction) or compulsorily or a receiver shall be appointed of its undertaking, property or assets or if the Tenant shall make any arrangement with creditors for liquidation of its debts by composition or otherwise or if a judicial manager is appointed over the Tenant or if any execution or attachment shall be levied upon or issued against any of the property or assets of the Tenant then in any one of the said events it shall be lawful for the Landlord at any time thereafter to re-enter upon the Premises or any part thereof in the name of the whole and thereupon the Term shall forthwith and absolutely cease and determine but without prejudice to the right of action of the Landlord in respect of any arrears of the Rent and/or Reimbursables or of any antecedent breach of the Tenant's covenants herein contained AND without prejudice to any other rights or remedies of the Landlord, the Tenant shall also pay to the Landlord compensation and damages for the loss of Rent suffered by the Landlord consequential upon the Landlord exercising its rights of re-entry.

**F2. INTEREST FOR NON-PAYMENT**

*Interest For Non-Payment*

In addition and without prejudice to any other right, power or remedy of the Landlord if the Rent and/or Reimbursables hereby reserved or any part thereof or any monies payable by the Tenant to the Landlord in connection with the tenancy herein shall at any time remain unpaid for seven fourteen (714) days after the same shall have become due (whether any formal demand therefor shall have been made or not) then the Tenant shall pay to the Landlord Interest commencing on the date on which such monies fall due for payment up to the date on which such monies are actually paid to the Landlord. The Landlord shall be entitled to recover any monies payable by the Tenant to the Landlord in connection with this Lease and such interest on the Rent and/or Reimbursables and/or such monies payable as aforesaid after the written notice to the Tenant to make such payment has expired and the monies remain unpaid as if such monies payable and such interest were rent in arrears.

**F3. RIGHTS AGAINST THE TENANT'S GOODS**

*Rights Against the Tenant's Goods*

Notwithstanding anything herein contained if this Lease shall come to an end whether by effluxion of time or otherwise and the Tenant shall within Seven fourteen (714) days thereafter fail to remove all its goods whether belonging to the Tenant or otherwise (which expression shall include personal property of every description save for property and goods belonging to the Landlord) from the Premises or if the Tenant shall abandon the Premises (and the Tenant shall be deemed to have abandoned the Premises and terminated this Lease unilaterally if the Tenant without the consent in writing of the Landlord fails to open the Premises for a continuous period of Seven fourteen (714) days) then and in any of the said

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events it shall be lawful for the Landlord to repossess the Premises for the purpose of mitigating damages and to sell or otherwise dispose of the said goods in the Premises at such time and at such price as the Landlord shall in its absolute discretion think fit without prejudice to all other rights and remedies of the Landlord. The Landlord shall after payment out of the proceeds of sale of the costs and expenses connected with the said sale apply the net proceeds of sale towards payment of all arrears of Rent and/or Reimbursables and the interest thereon and all other sums of monies due and payable by the Tenant to the Landlord under this Lease and the balance (if any) thereof shall be paid to the Tenant. For the purpose of this clause, goods shall include all fixtures and fittings of the Tenant.

**F4. LANDLORD MAY ASSIGN**

*Landlord may Assign*

F4.1 The Landlord is entitled to transfer (whether by an assignment or novation) its rights and obligations in this Lease Provided That the transferee shall take over the obligations and undertakings of the Landlord including but not limited to the obligation to refund the Security Deposit to the Tenant.

F4.2 Upon such transfer, the Tenant:

- F4.2.1 is treated to have consented to such transfer;
- F4.2.2 must accept any transferee of the Landlord as its new landlord;
- F4.2.3 must release the Landlord from all its obligations in this Lease, particularly the Landlord's obligation to refund the Security Deposit Amount and other sums under this Lease; and
- F4.2.4 must become a party to and sign any agreement with the Landlord and its transferee relating to the said transfer, if required by the Landlord. Such agreement will be prepared by the Landlord at its own cost and expense.

**F5. OPTION TO RENEW**

*Option Renew*

*to* The Landlord shall at the written request of the Tenant made not less than six (6) months before the expiration of the Term and if there shall not at the time of such request or at the time of renewal 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 subject to a revised rent which shall be pegged to the market rental for similar properties in the area or as mutually agreed between the Parties and on such other terms and conditions as may be mutually agreed between the Parties.

**F6. POSITION OF SAFES**

*Position Of Safes*

Of The Landlord shall in all cases retain and have the right to prescribe the weight and proper position of all iron or steel safes and other heavy machinery and equipment, articles and goods whatsoever in the Premises and any or all damage caused to the Premises or any part thereof by the Tenant or anyone on its behalf by taking in or moving out any safe, items of machinery and equipment, furniture, goods or other articles shall be made good by the Tenant or if by the Landlord at the sole expense of the Tenant. The Tenant shall pay to the Landlord all damages suffered by the Landlord as a result thereof (save for damage resulting from the Landlord's wilful default or gross negligence).

F7. POWER OF THE LANDLORD TO DEAL WITH ADJOINING PROPERTY AND THE PREMISES

*Power to deal with Adjoining Property and the Premises*

- F7.1 The Landlord may deal as it may think fit with other property belonging to the Landlord adjoining or nearby and may erect or suffer to be erected on such property any buildings whatsoever whether or not such buildings shall affect or diminish without affecting or diminishing the light or air which may now or at any time be enjoyed by the Tenant in respect of the Premises.
- F7.2 The Landlord shall have the right at all times without obtaining any consent from or making any arrangement with the Tenant to alter, reconstruct or modify in any way whatsoever or change the use of the Premises or parts thereof to such other use at the absolute discretion of the Landlord (including all fixtures, fittings, machinery and apparatus therein and thereto), so long as means of access to and egress from the Premises are possible and essential services are maintained at all times.
- F7.3 Nothing contained in this Lease shall confer on the Tenant any right to enforce any covenant or agreement relating to other parts of the Premises demised by the Landlord to others, or limit or affect the right of the Landlord in respect of any such other premises to deal with the same and impose and vary such terms and conditions in respect thereof in any manner as the Landlord may think fit.
- F7.4 The Landlord shall have the right at any time, without the same constituting an actual or constructive eviction of the Tenant, and without incurring any liability to the Tenant therefor, to change the entrance to the Premises notwithstanding any interference or inconvenience thereby occasioned to the Tenant or any temporary derogation from any of the provisions of this Lease. Provided Always that in regard to the exercise of this right the following provisions shall have effect:-
- F7.4.1 before commencing any works in connection with such change the Landlord shall give to the Tenant not less than seven twenty-one (721) days' notice of this intention so to do;
- F7.4.2 the said works shall be undertaken and completed in such a manner as to secure the least amount of interference and inconvenience to the Tenant consistent with the execution of the said works in a reasonable and practical way; and
- F7.4.3 proper means of access to and egress from the Premises shall be afforded to the Tenant and essential services shall be maintained at all times.

F8. RIGHT TO REFUSE ACCESS

*Right To Refuse Access*

- F8.1 Notwithstanding anything herein contained the Landlord shall have the right at all times to refuse access to the Premises or otherwise control such access in respect of any person whose presence in the Premises might in the reasonable judgement of the Landlord be prejudicial to the safety, character, reputation and interests of the Premises and its occupiers.

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- F8.2 Any member of the Tenant's employees, independent contractors, agents, licensees or invitees whose conduct on the Premises is in the opinion of the Landlord disorderly, undesirable, detrimental to the interests of the Landlord or the tenants or occupants of other parts of the Property or which destroys or adversely affects the character of the Premises, shall at the request of the Landlord, be removed by the Tenant forthwith.

F9. RIGHTS TO ALTER PREMISES

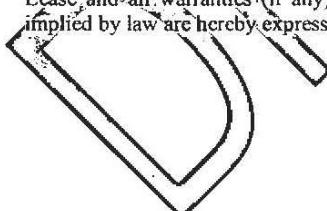
The  
Landlord's  
Rights  
To  
Alter  
the  
Premises

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

F10. NO REPRESENTATIONS

No  
Representa-  
tions

This Lease shall in no way be modified by any oral discussions which may have preceded the signing of this Lease. The Landlord shall not be bound by any oral representations or oral promises in respect of the Premises, except as expressly set forth in this Lease with the object and intention that the whole of the agreement between the Landlord and the Tenant shall be set forth herein, subject however to any variations or modifications to the terms of this Lease which are expressly agreed in writing by the parties hereto on or after the date of this Lease, as supplements to this Lease. The Landlord does not expressly or impliedly warrant that the Premises will remain suitable or adequate for all or any of the purposes of the Tenant notwithstanding that permitted use of the Premises is set out in this Lease and all warranties (if any) as to suitability and adequacy of the Premises implied by law are hereby expressly negated.



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F11. DAMAGE TO PREMISES

*Damage to Premises*

In the event that the Premises or any part thereof shall be damaged or destroyed by fire, flood, tempest, explosion, storm, lightning, act of God or other cause beyond the control of the Landlord so as to render the Premises or any part thereof substantially unfit for occupation and use then the Landlord may in its absolute reasonable discretion decide that it will demolish or rebuild the Premises and in such event the Landlord shall within Ninety (90) days after such damage has been sustained give notice in writing to the Tenant of its decision and may in its discretion terminate this Lease and thereupon the Tenant shall if still in occupation vacate the Premises without compensation from the Landlord and the Security Deposit shall be refunded by the Landlord to the Tenant. In the case of damage caused aforesaid the Tenant shall have no claim against the Landlord for delay howsoever caused in the repairing and/or rebuilding of the Premises or any part thereof (save where such damage is caused by the gross negligence or wilful default of the Landlord, its agents or contractors) and nothing herein contained or implied shall be deemed to impose any obligations upon the Landlord to rebuild or reinstate or make fit for occupation the Premises, provided that in the event that such damage or destruction has been caused by the act or default of the Tenant, its sub-tenants, servants, independent contractors, agents, visitors, invitees or licensees, the Tenant shall be liable to the Landlord for any loss, damage, cost and expense suffered by the Landlord as a result thereof.

F12. COSTS OF IMPROVEMENTS

*Costs of Improvements*

If the Landlord shall at any time during the Term effect any structural alterations or any alterations or additions to the water, gas, electrical, plumbing, air conditioning or fire equipment or other services or appurtenances to the Premises which may be required by reason of any future statute, regulation, ordinance or by law of any relevant authority (not being alterations or additions required by virtue of the Tenant's business or the provision of separate toilets in the Premises, the cost of which shall at all times be borne by the Tenant) then as from the date of completion of such alterations or additions for the remainder of the Term the cost of such improvements, with interest to be calculated at the time payments are due shall be amortised over the period from the time works commence to the time of obsolescence of such improvements in accordance with normal accounting principles and apportioned to the Premises over the unexpired residue of the Term in relation to the Premises and paid by the Tenant to the Landlord.

**Comment [R&TB]:** The financial burden of improvements should not be passed to the Tenant.

F13. USE OF PREMISES AT RISK OF THE TENANT

*Use of Premises At Risk Of the Tenant*

The use and occupation and possession of the Premises is at the risk of the Tenant and the Tenant hereby releases to the full extent permitted by the law the Landlord, its agents, servants, contractors, licensees and invitees in the absence of negligence on the part of the Landlord from all claims and demands of every kind in respect of or resulting from any accident, damage or injury occurring in the Premises and in the absence of any such negligence as aforesaid the Landlord shall have no responsibility or liability for any loss, damage or injury suffered by the Tenant whether to or in respect of the Tenant's person or property or the business conducted by the Tenant as a result of any breakage, leakage, accident, happening, occurrence or event in the Premises save for any damage caused by the gross negligence or wilful default of the Landlord, its agents or contractors.

**F14. THE LANDLORD NOT LIABLE**

*The Landlord  
not Liable*

F14.1 Notwithstanding anything herein contained the Landlord shall not be liable to the Tenant, nor shall the Tenant have any claim against the Landlord in respect of (save where caused by the gross negligence or wilful default of the Landlord, its agents or contractors):-

- (a) any failure or inability of or delay by the Landlord in fulfilling any of its obligations under this Lease or any interruption in any of the services provided by the Landlord 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 any events or circumstances beyond the Landlord's control (including but not limited to fire, flood, act of God, force majeure, escape of water, riot, civil commotion, curfew, emergency, labour disputes, shortage of manpower, fuel, materials, electricity or water and/or any acts, restrictions, regulations, by-laws, prohibitions or measures of any kind on the part of any government authorities). Provided Always that the Landlord shall endeavour to effect the foregoing repair, maintenance, or rectification of any such damage, defect or breakdown expeditiously and in a timely manner as the circumstances permit; or
- (b) any act, omission, default, misconduct or negligence of any porter, 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 services or any of them as provided by the Landlord; or
- (c) any act, omission, default, misconduct or negligence of any contractor nominated or approved by the Landlord pursuant to Clause D15.5 and D16.4 and any such contractor appointed by the Tenant shall not be deemed to be an agent or employee of the Landlord; or
- (d) any damage, injury or loss arising out of the leakage or defect of the piping, wiring and sprinkler system in the Premises and/or the structure of the Premises; or
- (e) any damage, injury or loss caused by other tenants or persons in the Premises; or
- (f) any damage, injury or loss arising from or in connection with the use of the Car Park in the Premises.

Sub-paragraphs (a), (d), (e) and (f) of this Clause F14.1 shall apply for a case of negligence as well as to any other cause(s) howsoever arising.

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**F14.2** The Landlord shall not be responsible to the Tenant or to the Tenant's sub-tenants, employees, independent contractors, agents, invitees, licensees nor to any other persons for any:-

- (a) accident, happening or injury suffered in the Premises; or
- (b) damage to or loss of any goods or property sustained in the Premises; or
- (c) act, omission or negligence of any employee, servant or agent of the Landlord in respect of the Premises,

howsoever occurring (save where same arises from the gross negligence or wilful default of the Landlord, its agents or contractors).

**F15. TO PERMIT THE LANDLORD TO EXHIBIT NOTICE AND PROSPECTIVE TENANTS TO INSPECT**

*To Permit the Landlord to Exhibit Notice and Prospective Tenants to Inspect*

Except where the Tenant is granted an option to renew for a further term and the Tenant exercises such option pursuant to Clause F5, the Tenant shall permit the Landlord six (6) months preceding the expiration of the Term to exhibit where the Landlord shall think fit a notice indicating that the Premises will be vacant and will be available for letting which notice the Tenant shall not remove or conceal and to allow the Landlord or a representative of the Landlord at all reasonable times during the aforesaid six (6) months to view the Premises with prospective tenants or occupiers.

**F16. SIGNS AND ADVERTISEMENTS**

*Signs and Advertisements*

Subject to Clause D40.1, the Landlord shall have the right to erect any signs, placards, posters, lights, displays or advertisements at such location as the Landlord shall in its sole reasonable discretion deem appropriate, and the Tenant shall not be liable for any cost and expense in respect thereof.

**F17. THE LANDLORD NOT A PARTNER**

*The Landlord Not A Partner*

The Landlord shall not in any way or for any purpose be construed as a partner or being in joint venture with the Tenant and the provisions herein relating to additional rent (if any) are solely to provide a method of computing rent and shall not create any relationship between the parties other than that of landlord and tenant.

**F18. GOVERNMENT ACQUISITION**

*Government Acquisition*

If during the Term, any of the Premises are acquired by any relevant authority; or a notice, order or gazette notification is issued, made or published in respect of the intended or actual acquisition of the Premises, the Property or part thereof by any relevant authority, the Landlord may terminate this Lease, without compensation, by serving at least six (6) months' prior written notice to the Tenant and if this is not possible, notice within seven (7) business days from landlord's receipt of notification from the relevant authority. Upon receipt of the Landlord's written notice, this Lease will end in accordance with the date stipulated in the Landlord's notice, without affecting the rights of the Landlord against the Tenant for any previous default by the Tenant arising out of or in connection with this Lease.

**Comment [R&T9]: Client to note.**

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F19. **EN-BLOC AND/OR RE-DEVELOPMENT OF THE PREMISES AND/OR THE PROPERTY**

Comment [R&T10]: Client to note.

*En-bloc and/or Re-development of the Premises and/or the Property*

If during the Term, there is any en-bloc or re-development of the Premises and/or the Property, the Landlord may terminate this Lease, without compensation, by giving at least six (6) months' prior written notice to the Tenant. Upon receipt of the Landlord's written notice, this Lease shall end in accordance with the date stipulated in the Landlord's notice, without affecting the rights of the Landlord against the Tenant for any previous default by the Tenant arising out of or in connection with this Lease.

F20. **WAIVERS AND EXTENSION OF TIME**

*Waiver and Extension of Time*

Any indulgence or extension of time granted by the Landlord to the Tenant and/or any oversight by the Landlord shall not operate as a waiver of the Landlord's rights hereunder in respect of any continuing or subsequent default, breach or non-observance or non-performance of the Tenant's covenants and conditions herein contained or so as to defeat or affect in any way the rights of the Landlord herein in respect of any such continuing or subsequent default, breach or non-observance or non-performance. Any consent given by the Landlord shall operate as a consent only for the particular matter to which it relates and shall in no way operate as a waiver or release of any of the provisions hereof, nor shall it be construed as dispensing with the necessity of obtaining the specific written consent of the Landlord in future, unless expressly so extended. The acceptance of rent or any other monthly charges or fees (if any) or any other sums payable by the Tenant to 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 by the Tenant of any of the Tenant's obligations contained herein.

F21. **PERFORMANCE AT THE TENANT'S OWN COST AND EXPENSE**

*Performance at the Tenant's own Cost and Expense*

The Tenant shall perform and observe all the Tenant's covenants, conditions, terms, obligations and stipulations in connection with this Lease at its own cost and expense.

F22. **SEVERABILITY**

*Severability*

If any one or more of the provisions contained in this Lease or part thereof shall be deemed invalid, unlawful or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions (or part thereof as the case may be) contained herein shall not in any way be affected or impaired.

F23. **REGISTRATION OF LEASE AND SUBDIVISION**

*No registration or subdivision*

The Tenant shall not at any time, register the lease hereby created under this Lease or a caveat at the Singapore Land Authority or at any other Registry in Singapore, or require the Landlord to subdivide the Premises or any part thereof or to do any act or thing which could result in the Landlord being required to subdivide the Premises or any part thereof.

F24. **LEASE TO PREVAIL**

*Lease to prevail*

Where the covenants, conditions, terms, obligations, stipulations and powers contained in or subsisting in connection with this Lease are inconsistent with or contradictory to those contained in or subsisting under any other document where

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applicable, the covenants, conditions, terms, obligations, stipulations and powers contained in or subsisting in connection with this Lease shall prevail and have full force and effect.

F25. THIRD PARTY RIGHTS

*No third party rights* This Lease shall not create any right under the Contracts (Rights of Third Parties) Act (CAP 53B), which is enforceable by any party who is not a party to this Lease.

F26. NOTICES

*Notices* All notices, demands or other communications required or permitted to be given or made hereunder shall be in writing and delivered personally or sent by prepaid post (by air-mail if to or from an address outside Singapore) with recorded delivery or facsimile address to the intended recipient thereof at its address set out below or at its last known address or at its facsimile number set out below (or to such other address or facsimile number as any party may from time to time duly notify in writing to the other). Any such notice, demand or communication shall be deemed to have been duly served (if given or made by facsimile) immediately or (if given or made by letter) 24 hours after posting or (if made or given to or from an address outside Singapore) 72 hours after posting and in proving the same it shall be sufficient to show that the envelope containing the same was duly addressed, stamped and posted. The initial addresses and facsimile numbers of the parties for the purposes of this Lease are:-

The Landlord: [••]  
Attention: [••]  
Facsimile: [••]

The Tenant: **JKP PRIVATE LIMITED**  
Attention: Mr Johnny Aw  
Facsimile No.: 65587956

F27. LIMITATION OF LIABILITY

*Limitation of Liability* Notwithstanding any contrary provision in this Lease, the Parties agree and acknowledge that the Landlord is entering into this Lease in its capacity as trustee of Celestine Real Estate Investment Trust and not in its personal capacity. As such, any liability of or indemnity given or to be given by the Landlord shall be limited to the assets of real estate investment trust over which the Landlord in its capacity as trustee has recourse.

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**F28. GOVERNING LAW AND JURISDICTION**

*Governing  
Law  
and  
Jurisdiction*

The validity, construction, interpretation and enforcement of this Lease and any document or agreement contemplated herein and all rights, remedies, powers, obligations and liabilities hereunder shall be governed by the Laws of the Republic of Singapore. The parties herein agree to submit to the non-exclusive jurisdiction of the courts of the Republic of Singapore.

**F29. COUNTERPARTS**

*Counterparts*

This Lease Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any Party may enter into this Lease Agreement by signing any such counterpart.

DRAFT

ANNEXURE A

FORM OF DEED OF ASSIGNMENT

DEED OF ASSIGNMENT

[date]

**Comment [R&T11]:** To review the necessity of having this Deed of Assignment.

→ If they want to see the tenancy agreements, we will furnish them.

BETWEEN:-

- (1) **JKP PRIVATE LIMITED** (Company Registration No. 200712530E), of 80 Tuas Avenue 1 Singapore 639525 (the "Tenant"); and
- (2) **[TRUSTEE FOR THE REIT]** (Company Registration No. [\*\*]), of [\*\*] (the "Landlord").

WHEREAS:-

- (A) By a lease agreement dated [\*\*] (the "Lease") entered into between the Tenant and the Landlord, the Landlord agreed to grant and the Tenant agreed to accept a lease of the Premises (as defined in the Lease), subject to the terms, stipulations and conditions therein contained.
- (B) This Deed is executed by the Tenant pursuant to the terms of the Lease and is supplemental to the same.
- (C) The Tenant has entered and/or will enter into Sub-Leases (as defined in the Lease) in respect of the Premises or any part thereof with third party sub-tenants.

NOW THIS DEED WITNESSETH as follows:-

1. Schedule of Sub-Leases

The Sub-Leases to which this Deed applies are set out in the Tenancy Schedule annexed hereto. The Tenancy Schedule shall be maintained and updated from time to time in accordance with Clauses D44.5 and D44.6 of the Lease.

2. Assignment of Sub-Leases

Upon the occurrence of any of the events set out in clause D44.3 of the Lease, the Tenant shall be deemed to have irrevocably and unconditionally assigned absolutely to the Landlord all the Tenant's rights, title and interest in and to the Sub-Leases set out in the Tenancy Schedule.

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**3. Assignment of rental proceeds in respect of Sub-Leases**

~~Upon the occurrence of any of the events set out in clause D44.3 of the Lease, the Tenant shall be deemed to have irrevocably and unconditionally assigned absolutely to the Landlord all rental proceeds in respect of the Sub-Leases standing in [bank account] at the time of the said occurrence(s).~~

The Common Seal of  
**The Tenant**  
was hereunto affixed in the presence of:-

Name:  
Designation:  
Date:

Name:  
Designation:  
Date:

DRA

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**IN WITNESS WHEREOF** the Landlord and the Tenant have hereunto set their respective hands.

SIGNED for and on behalf of )  
[TRUSTEE FOR THE REIT] )

Authorised Signatory  
Name:  
Designation:  
Company stamp:

Witnessed by –

Name:  
Designation:

SIGNED for and on behalf of  
JKP PTE LTD

Authorised Signatory  
Name:  
Designation:  
Company stamp:

Witnessed by –

Name:  
Designation: