

LEASE AGREEMENT TEMPLATE FOR QUALIFYING RETAIL PREMISES

1. The Fair Tenancy Industry Committee (FTIC), established to be the custodian of the Code of Conduct (CoC) and ensure that it provides guidance to landlords and tenants of qualifying retail premises so that fair and balanced lease negotiations can be achieved. The FTIC will be guided by the principles of fairness and one of the focus areas is the leasing principles for key tenancy terms.
2. The FTIC has developed the following recommended CoC compliant lease agreement template for qualifying retail premises.
3. Please note that this lease agreement serves as a sample template for reference only and the use is not restricted nor mandated. Parties are free to negotiate and amend the sample template based on agreed terms and conditions that will govern your contractual relationship when entering into a lease agreement with reference to the CoC. **Please ensure that you fully understand the nature and implications of the contractual terms you will be agreeing to before signing the lease agreement.**

IMPORTANT: This document is intended as a guide to generally applicable terms and conditions of a lease agreement. You expressly understand and agree that you assume full responsibility and risk for your use of this document, whether on an “as is” basis or as may be amended by you. The FTIC, including each of its members, does not make any express or implied warranties or representations as to the suitability of this document for all transactions and shall not be liable in any way to you whether in contract, tort or otherwise for any direct and indirect loss or damage (including but not limited to economic and financial loss or damage) howsoever arising or caused, arising out of or in connection with the use of this document. When in doubt, you are strongly encouraged to seek professional advice in relation to drafting a tenancy agreement that is best suited to your needs and requirements.

[Version 1.0]
Updated on 15 March 2022

* The FTIC is represented by both landlords and tenants, as well neutral parties to offer a holistic approach when addressing matters related to retail lease agreements.

LEASE AGREEMENT (RETAIL)

THIS AGREEMENT is made on the _____ day of _____ 20____, by and between: -

(1) Name: _____
Registered Address: _____
NRIC/ Company Registration number: _____ (“the **Landlord**”)

(2) Name: _____
Registered Address: _____
NRIC/ Company Registration number: _____ (“the **Tenant**”)

WHEREBY IT IS AGREED as follows: -

1. INTERPRETATION

1.1 In this Lease unless the contrary intention appears: -

“**Common Area**” includes such common parts and facilities of the Building (exclude the area within the Premises) as may be prescribed by the Landlord from time to time for the non-exclusive common use of the tenants, tenants’ operators, licensees, invites and occupants of the building, in common with the Landlord, provided always that the Landlord may at any time and from time to time reduce or enlarge or in any other way alter Common Areas as the Landlord in its absolute discretion deems fit;

“**Deposit**” means the sum deposited by the tenant with the Landlord;

“**Gross Rent**” shall mean the Rent and *Service Charge (where applicable) payable by the Tenant to the Landlord for the Premises.

“**Landlord**” includes the Landlord’s successors in title and permitted assigns and any other person who is at any time entitled to the reversion immediately expectant on the determination of this Lease;

“**Month**” means calendar month;

“**Rent**” means the Rent for the Month subject to the prevailing GST (if the Landlord is a GST registered company) payable by the Tenant to the Landlord during the Term;

“**Tenant**” includes the Tenant’s successors in title and permitted assigns;

“**Term**” means the duration of this Lease; and

“**Year**” shall mean every period of twelve (12) Months calculated from the commencement of the Term.

1.2 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 of the Tenant’s Occupiers.

Landlord	Tenant

(Please Initial)

- 1.3 Where the context so admits, words in this Lease importing the singular meaning shall include the plural meaning and vice versa, words for the masculine gender shall include the feminine and neuter gender and vice versa and words denoting natural persons shall include corporations and firms and all such words shall be construed interchangeably in that manner.
- 1.4 Reference in this Lease to any statutes or statutory instruments shall include and refer to any statutes or statutory instruments amending, consolidating or replacing them respectively from time to time and for the time being in force.

2. DEMISE AND TERM OF THE LEASE

2.1 Demise

In consideration of the Rent, *Service Charge and Tenant’s covenants hereinafter reserved and contained the Landlord grants and the Tenant accepts a lease of the premises situated at _____ (hereinafter referred to as “**The Said Premises**”) with all *fixtures and fittings therein:-

- a) Together with the right for the Tenant and others duly authorised by the Tenant at all times hereby created to use and enjoy in common with the Landlord and others entitled thereto, the Common Area with the use of the said premises;
- b) excepting and reserving unto the Landlord and all others entitled thereto the free and uninterrupted passage and running of all pipes, electric and other wires, drains, and air-conditioning in, through, under or above the said premises for the term and at the consideration hereof.

2.2 Term

- (a) The term of this Agreement shall be for a fixed term of _____ () months, commencing on the _____ day of _____ 20____ and expiring on the _____ day of _____ 20____ (hereinafter called “The Term”).
- (b) The renovation rent-free period is from the _____ day of _____ 20____ and expiring on the _____ day of _____ 20____ (hereinafter called “Fit-Out Rent-Free”).

3. RENT

- 3.1 During the Term, the Tenant shall pay to the Landlord the Gross Rent in advance of before the 1st day of each Month, and proportionately for any period of less than a Month, the first of such payment to be made on or before the first day of the Term without any demand, deductions or set-off.

Landlord	Tenant

(Please Initial)

3.2 The monthly Gross Rent shall be paid as follows:

- (a) The monthly Rent shall be Singapore Dollars _____ (S\$ _____) per month.
- (b) *The monthly Service Charge, for the upkeep and maintenance of the common areas and the operations of the services supplied and used in the building, shall be Singapore Dollars _____ (S\$ _____) per month. The Landlord reserves the right to adjust the monthly Service Charge during the Term. The Tenant shall pay the increased Service Charge as from the date specified by the Landlord, provided always that the aggregate of the Rent and Service Charge after such increase in the Service Charge does not increase. **[CoC Principle: landlord can adjust service charge but not the overall gross rent during the term]**
- (c) The first payment of Gross Rent of Singapore Dollars _____ (S\$ _____) for the period from _____ day of _____ 20____ to the _____ day of _____ 20____ shall be paid upon execution of this Agreement.
- (d) Subsequent payment of monthly Gross Rent shall be payable monthly in advance on the 1st day of each and every month of the tenancy hereby created without any demand, deductions or set-off.

4. TENANT'S COVENANTS

The Tenant hereby agrees with the Landlord as follows:-

4.1 Security Deposit **[CoC Principle: not more than 3 months security deposit shall be collected for leases with floor area up to 5,000 square feet, lease term up to 3 years and 3 months gross rent more than \$500; landlord may accept beyond 50% of the Deposit under non-cash mode in its own discretion]**

To pay a deposit of Singapore Dollars _____ (S\$ _____) (hereinafter referred to as "the Deposit") being equal to _____ (____) month(s) of gross rent upon the signing of this Agreement. The Security Deposit can be paid by way of monies held by the Landlord (the receipt whereof the Landlord hereby acknowledges) of Singapore Dollars _____ (S\$ _____) equivalent to _____ (____) month(s) of gross rent and an on-demand banker's guarantee, personal guarantee, or such other means as is reasonably suitable of Singapore Dollars _____ (S\$ _____) equivalent to _____ (____) month(s) of gross rent. This shall act as security for the due performance and observance by the Tenant of all covenants conditions and stipulations on the part of the Tenant herein contained, failing which the Tenant shall forfeit to the Landlord the said deposit or such part thereof as may be necessary to remedy such default. PROVIDED ALWAYS that if the Tenant shall duly perform the said conditions covenants and stipulations as aforesaid, up to and including the date of expiration of the term hereby created, the Landlord shall repay the said deposit within ____ (__) days from the date of such expiration without any interest. This deposit shall not be utilised as set-off for any rent due and payable during the currency of this Agreement.

4.2 *GST

To pay the Goods and Services Tax (GST) and any present or future rates, taxes or assessments, impositions, levy or outgoings imposed upon or in respect of all sums payable by the Tenant to the Landlord pursuant to this Agreement.

4.3 Utilities **[CoC Principle: applicable if Landlord is NOT on the En-bloc Contestability Scheme]**

To apply to SP Supply or another open electricity market (OEM) retailer that the existing physical infrastructure of the building can support. Tenant must bear all costs and expenses incurred in procuring electricity from the shortlisted OEM retailer or any change of OEM retailer, including but not limited to payment to the appropriate authorities or corporations for the installations and testing of all or any utilities meter(s) or sub-meter(s) at the said premises and to pay all charges imposed in respect of the installation, testing and supply of any equipment or appliances or lines. The Tenant shall pay all charges, including any tax payable thereon, for the supply of water, electricity, gas and any water borne sewerage system, installed or used at the said premises.

Landlord	Tenant

(Please Initial)

Utilities [CoC Principle: applicable if Landlord is ON the En-bloc Contestability Scheme]

In the event during the Term the Landlord decides to purchase electricity in bulk under the En-bloc Contestability Scheme for the entire Building from any Electrical supplier ("the Supplier") for consumption by the Landlord and the tenants in the Building and/or to change the Supplier, the Landlord will notify the Tenant and the Tenant agrees to:

- a. allow the Landlord to arrange for the purchase of electricity for the building from the Supplier of the Landlord's choice;
- b. join the Landlord in its application to the relevant authorities for such purchase and/or execute all relevant agreements, consents and/or authorisation forms as may be required by the Landlord and/or the Supplier;
- c. pay to the Landlord or the Supplier the total costs (including taxes) of the Electricity supplied to the said premises, such costs to be calculated by the Landlord or the Supplier (as the case may be) at the same rate(s) payable by Landlord to the Supplier on a pass-through basis without any mark-up or price discrimination among landlord and its tenants in the same building;
- d. pay to the Landlord or the Supplier reasonable administrative fees (if applicable and including GST thereon) for the administration of the bulk electricity purchase arrangement, provided that such administrative fees are communicated upfront to the Tenant (excluding any infrastructure costs incurred by landlord in order to benefit from the open electricity market); and
- e. If at any time during the Term, the Landlord's arrangement for the bulk purchase of the Electrical for the Building is terminated for any reason whatsoever, the Tenant shall arrange for and procure its own supply of the Electricity for the Said Premises.

4.4 *Taps, Wash Basins etc.

To ensure that all washbasins, taps, sinks and other such water and sanitary apparatus within or exclusively serving the said premises are clean and in good order and to make good all lost and damage items due to the improper use or negligence of the Tenant.

4.5 Telecommunication System

To install at its own cost all telecommunication systems and run wires thereof in accordance to the Landlord's requirements and to ensure that such works are carried out by the Singapore Telecommunications Ltd (Singtel) or any other telecommunications service provider (OTSP) or a contractor approved by Singtel or OTSP and/or the Landlord and to pay all charges, including any tax payable thereon, in respect of any telephone, facsimile, internet facilities and any other telecommunication services connected, installed or used at the said premises.

4.6 *Radio or TV aerials

Not to erect, place, use or permit to be used within or outside the said premises any radio or television Aerial or antenna or other similar media equipment likely to be seen or heard from the outside without the prior written consent of the Landlord, such consent not to be unreasonably withheld, PROVIDED ALWAYS that any such consent so given maybe withdrawn at any time by the Landlord having regard to the interest of the Building and the rights of neighbouring tenants, occupiers or persons lawfully therein.

4.7 Alteration and Additions

- (a) Not to make or permit to be made any alterations and additions to the said premises (whether or not structural) or to any of the Landlord's fixtures or fittings in the said premises without having first obtained the Landlord's written consent, such consent not to be unreasonably withheld.
- (b) In the event the Landlord consents to such alterations or additions, the Tenant shall obtain at its own expense all planning permission and approval necessary under the relevant statutory and non-statutory regulations, to carry out such additions and alterations in accordance with the conditions thereof.

Landlord	Tenant

(Please Initial)

- (c) Not to fix, affix or install any additional electrical points and appliances in or about the said premises without the prior written approval of the Landlord, such consent not to be unreasonably withheld and the relevant authorities and to ensure such works are carried out by licensed electrical contractors and that the existing circuits are not overloaded.

4.8 *Air-Conditioning

To take up a service contract with a qualified air-conditioning contractor to service and maintain the air-conditioning units, including the topping-up of gas and chemical cleaning (if required), installed at the said premises, at least once every _____() months at the expense of the Tenant and to keep them in good and tenable repair and condition throughout the term of this Agreement. A copy of the service contract shall be forwarded to the Landlord.

4.9 Tenable Repair

- (a) To keep at all times the interior of the said premises including flooring, interior plaster and other surface material and all the Landlord’s fixtures and fittings in good and tenable condition throughout the term of this Agreement (fair wear and tear and damage by any act beyond the control of the Tenant excepted).
- (b) To give immediate notice to the Landlord of any accident or damage to the said premises, fixtures and fittings or other facilities whatsoever provided by the Landlord and to pay immediately or to reimburse the Landlord for the cost of such repair or replacement save where such damage is caused by any act beyond the control of the Tenant.

4.10 Access to Premises

- (a) To permit the Landlord and their agents, surveyors and workmen to enter upon the said premises at all reasonable times by prior appointment, for the purpose of viewing the condition thereof and to do such works as may be required for any repairs to the said premises and to require the Tenant to rectify any defect for which the Tenant is liable within _____() days failing which, the Landlord shall carry out such repair works and the costs reasonably incurred thereof shall be treated as debt due from the Tenant and shall be recoverable from the Tenant forthwith as such.
- (b) To allow the Landlord free access immediately into the said premises, at all times, in cases of emergency.

4.11 Use of Premises

Not to use the said premises or any part thereof other than as a _____ in connection with and for the purpose of the Tenant’s Business.

4.12 Permits and Approvals

To obtain at its own expense all necessary licenses, permits and approvals from the relevant authorities in connection with the use of Premises, including but not limited to all licenses applicable under the Environment Public Health act (Cap. 95) and any other relevant authorities including but not limited to all change of use approvals from URA and shall cause all licenses to be displayed in and upon the Premises. Any delay or failure in obtaining or any suspension or revocation of any necessary approval, permit or licence shall not affect the Tenancy herein.

4.13 Prohibited Use

Not to reside in or permit any person to reside in any part of the said premises or use or permit the said premises to be used for dwelling purpose.

4.14 No Storage & Obstruction

Not to store any goods or things upon or obstruct the areas used in common with the Landlord or the other tenants, licensees and occupiers.

Landlord	Tenant

(Please Initial)

4.15 Storage of Dangerous Materials

Not to bring, store, permit or suffer to be done in the said premises or any part thereof any goods which in the opinion of the Landlord are of a dangerous, obnoxious, inflammable or explosive nature and should the Landlord consent to the storage of such material, to pay any increase in premium for fire or other insurances that may be taken out by the Landlord.

4.16 Not to Create Nuisance

Not to use the said premises or any part thereof in a manner which may become a nuisance or annoyance to the Landlord or the occupants of the Building or to neighbouring premises.

4.17 No Illegal or Immoral Activities

Not to do or suffer to be done anything in or upon the said premises or any part thereof, any activities of an illegal or immoral nature.

4.18 No Assignment and Sub-Letting

Not to assign, underlet or part with the possession, use or occupation of the said premises or any part thereof, whether or not for consideration, without the prior written consent of the Landlord and such consent not to be unreasonably withheld.

4.19 No Waste

Not to throw or permit to be thrown, any dirt, rubbish, rags, boxes or other refuse except into proper bins and other containers provided for such purpose and to pay the Landlord the costs of removing such things and the costs of any damage to the common area, passages, lifts, lift shafts, toilets or other conveniences in the Building from the breach thereof.

4.20 No Heavy Machinery

Not to bring or allow to be brought onto the premises any heavy machinery save for typewriters, information processing systems, photocopying machines, computers and such other equipment as are required for the Tenant's business and approved by the Landlord.

4.21 No Excess Loading

Not to do permit or suffer to be loaded on any part of the floors of the building or the said premises to a weight greater than _____ kN and shall when required by the Landlord distribute any load on any part of the floor of the said premises in accordance with the directions and requirements of the Landlord.

4.22 Loading / Unloading & Delivery of Goods, etc.

To ensure that the Tenant's employees, servants, agents or visitors do not obstruct the areas designated as loading/ unloading areas and at all times comply with the directions of the Landlord's staff or agents exercising due control of such areas.

4.23 Illegal Immigrants

- (a) Where the Tenant's employees are non-Singaporeans, to carry out due diligence checks to ensure that at all times during the currency of this Agreement that the Tenant and/or their employees comply with all the rules and regulations relating to the Immigration Act and the Employment of Foreign Workers Act (if applicable) and any other Act of Parliament, Regulations or any rules or orders thereunder which relates to foreign residents and workers.
- (b) To provide the Landlord upon request, for physical inspection, all immigration and employment documents, including but not limited to the passports of all non-local employees, the employment pass and/or work permits, proof of employment and to provide the Landlord with certified true copies of such documents.

Landlord	Tenant

(Please Initial)

- (c) To authorise, permit and co-operate with the Landlord to make such enquiries with relevant government authorities and/or employers to verify the same.
- (d) To accept responsibility including criminal prosecution and the consequences thereof and to hold the Landlord harmless and indemnify the Landlord to the fullest extent allowed by the laws of the Republic of Singapore should any person who is a prohibited immigrant be found at the said premises.

4.24 Premises to be Free of Pests etc.

To keep the said premises free of pests, insects, rodents, birds and animals and if required by the Landlord to employ from time to time or periodically, a pest-exterminating contractor approved by the Landlord to inspect and ensure that the said premises free of pests, such approval not to be unreasonably withheld.

4.25 Clearing of Drains etc.

To maintain, keep clean and free of chokage any drains, plumbing facilities or piping system serving the said premises.

4.26 Business Signs

Save for the Tenants' business name sign, not to paint or affix any other signs, signboards, notices, flagstaff, placard or poster of any kind or other devices on the exterior walls, windows and doors thereof or in any part of the Building except such as shall be approved in writing by the Landlord, such approval not to be unreasonably withheld.

4.27 Frontage of Premises

Not to change or in any way vary the frontage of the said premises and the entrance door provided or approved by the Landlord for the access to the said premises, without first having obtained the written consent of the Landlord, such consent not to be unreasonably withheld.

4.28 Fixtures and Fittings

Not to install any fixtures or fittings in or upon the said premises, which may be visible from the outside of the said premises, except such items fixtures and fittings that are approved by the Landlord, such approval not to be unreasonably withheld.

4.29 *Use of Escalators

Not to place or take into the escalators or passenger lifts any bulky baggage, parcels, sacks, trolleys or other goods or use them for delivery or disposal purposes.

4.30 Rules and Regulations

- (a) At all times to observe, perform and cause all its servants, independent contractors, agents, invitees and licensees to observe and perform, the rules and regulations and any amendments thereof and additions thereto as may from time to time be made by the Landlord and/or the Management Corporation which shall be binding on and enforceable against the Tenant.
- (b) Not to do or suffer to be done any act, which shall amount to a breach or non-observance of any negative or restrictive covenant of this Agreement or other instrument under which the Landlord holds the said premises.
- (c) The Landlord shall provide the Tenant with copies of all such rules, regulations or instruments mentioned in this clause upon request from the Tenant.

4.31 Compliance With Statutes

At all times during the term hereby created, not to do, omit or suffer to be done in the said premises anything in contravention of any Acts of Parliament or Regulation now or hereafter in force and any Rules

Landlord	Tenant

(Please Initial)

and Orders thereunder and to keep the Landlord indemnified in full against all penalty and costs in the event of any breach thereof.

4.32 Government Notices, etc.

Should the Tenant receive any notices from any Government or any statutory or other relevant authorities with respect to the said premises, to give immediately to the Landlord a copy of the same.

4.33 Avoidance of Insurance

- (a) Not to do or permit to be done upon the said premises anything whereby the Landlord's insurance of the said premises against fire may be rendered void or voidable or whereby the premium for any such insurance may be liable to be increased and to indemnify the Landlord against any such additional premiums.
- (b) For avoidance of doubt the Tenant undertakes to indemnify the Landlord in full in the event such insurance becomes void or voidable due to the act or omission of the Tenant.

4.34 Indemnity

To be responsible for and to indemnify the Landlord from and against all claims and demands and against any damage occasioned to the said premises or any part of the Building or any adjacent or neighbouring premises or injury to any person by any act default or negligence of the Tenant or the servants agents licensees or invitees of the Tenant.

4.35 Tenant's Insurance [CoC Principle on public liability insurance]

The Tenant shall at all times during the term hereby created and during any period of holding over, effect and keep current:

- (a) A public liability insurance policy for a sum as may be specified by the Landlord from time to time in respect of the said premises which shall be taken out with an insurance company approved by the Landlord in the Joint names of the Landlord and the Tenant and shall pay all premiums, costs and disbursements in connection thereof within ____ () days after the same shall become due and payable, save that where the said premises is not more than 15,000 sq ft, the insurance coverage limit shall not exceed S\$3 million or the limit in the Landlord's own public liability insurance policy, whichever is lower.
- (b) An adequate insurance policy, which shall be taken out with an insurance company approved by the Landlord on the internal partitions and all goods belonging to or held in trust by the Tenant in the said premises against loss or damage by fire, water, damage or discharge from sprinkler systems etc.
- (c) Any other insurance policy or policies to cover any other risk as the Landlord may from time to time require and shall produce to the Landlord on demand the above mentioned policies as well as the receipts for payment of premium in respect thereof.

4.36 Prospective Tenants

During the _____ () months prior to the expiration of this Agreement to permit the Landlord and/or its representatives and by prior appointment, bring prospective Tenants to view the said premises for the purpose of letting the same.

4.37 Prospective Purchasers

During the currency of this Tenancy, to allow the Landlord or its representatives at all reasonable times and by prior appointment to bring any interested parties to view the said premises in the event of a prospective sale thereof. The said premises shall be sold subject to this Tenancy.

4.38 Reinstatement & Yielding of Premises

Upon the determination or sooner determination of the term hereby created, to reinstate and to peaceably and quietly yield the said premises and all the Landlord's fixtures, fittings and installations in or upon the said premises (including electrical installations, air-conditioning, pipes, conduits, etc.) to the state and condition as at the date the Tenant took possession of the said premises from the Landlord

Landlord	Tenant

(Please Initial)

(fair wear and tear excepted) and to make good at the expense of the Tenant any damage or defacement caused failing which the Landlord shall rectify the same at the expense of the Tenant and deduct the costs reasonably incurred thereof shall be treated as debt due from the Tenant shall be recoverable forthwith as such.

For the avoidance of doubt, Clause 4.39 shall not apply in the event of pre-termination by Landlord due to Landlord's Redevelopment Works.

4.39 Legal Costs and Stamp Duty [CoC Principle on costs to prepare the lease agreement]

To bear either legal costs or administrative costs (but not both) for any Tenant-initiated amendments to the Landlord's standard Lease Agreement that is compliant with the Code of Conduct for leasing of Retail Premises in Singapore (hereinafter referred to as "CoC"), including any amendments to include a leasing principle from the CoC which landlord has indicated in the Checklist as being "not applicable".

The Tenant shall pay to the Landlord either administrative fees or legal costs (but not both) for the preparation of ancillary documents arising from tenant-initiated requests. Examples of such ancillary documents include, but not limited to, side letters, letters of variation, settlement agreement, novation agreement, supplemental agreement and surrender agreement. Landlord must inform tenant of such administrative or legal fees upfront upon receipt of tenant's request.

The Tenant shall bear all stamp duties payable on all documents executed in respect of the Lease.

5. LANDLORD'S COVENANTS

The Landlord hereby agrees with the Tenant as follows:-

5.1 Quiet Enjoyment

The Tenant paying the monthly rent and service charge hereby reserved and observing and performing the terms and provisions of this agreement shall peaceably hold and enjoy the said premises during the said term without any interruption by the Landlord or any person rightfully claiming under or in trust for the Landlord (save for the rights reserved by the Landlord under this Agreement).

5.2 Rates

To pay all rates, taxes, maintenance charges and any surcharges thereon, assessments and outgoings (except as otherwise provided in this Agreement) which are or may hereafter be charged or imposed on the said premises including any surcharges payable thereon.

5.3 Insurance

At all times throughout the term hereby created to keep insured the said premises (excluding the fixtures and fittings of the Tenant) against loss or damage by fire and such other risks as the Landlord deem fit and to cause all monies received by virtue of such insurance to be forthwith laid out in reinstating the said premises so that the same shall be in no worse condition as it was before being damaged.

5.4 *Building Maintenance

To keep or contribute to the Management Corporation to keep all common parts of the Building in good and tenable repair, clean and lighted and the lifts, escalators etc. in working order.

Landlord must be responsible for any loss or damage suffered by tenant due to the gross negligence or wilful default on the part of landlord to maintain the Building (if landlord owns such building) or such part(s) thereof where the said premises are located (if landlord does not own such whole building).

Landlord	Tenant

(Please Initial)

5.5 Tenant's Equipment

To allow the Tenant to install or cause to be installed such equipment and other fixtures and fittings as reasonably necessary for the operation of its business.

5.6 Rent Free Period

In consideration of the Tenant complying with all the terms and conditions applicable to this Agreement, the Landlord agrees to grant the Tenant a Fit-Out Rent-Free Period for _____ () days with effect from from the _____ day of _____ 20____ and expiring on the _____ day of _____ 20____ to carry out the Tenant's repair and retrofitting works.

6. GENERAL PROVISIONS

Provided always and it is hereby agreed and declared as follows:-

6.1 Right of Entry & Determination of Tenancy

If the rent or service charge hereby reserved shall not be paid for ___() days after its due date (whether formally demanded or not) or if there shall be any breach of the conditions, covenants or stipulations on the part of the Tenant herein contained, or in the event of liquidation / bankruptcy, distress or other proceedings against the Tenant then it shall be lawful for the Landlord to re-enter upon the said premises or any part thereof and thereupon this tenancy shall absolutely determine but without prejudice to any right of action of the Landlord for damage or otherwise in respect of any such breach or any antecedent breach and all legal costs reasonably incurred by the Landlord shall be payable on a full indemnity basis by the Tenant.

6.2 Interest of Arrears

Without prejudice to the Landlord's rights reserved under clause 6.1 or any other rights or remedies available to the Landlord, in the event any monies due under or pursuant to this agreement shall remain unpaid ___() days after becoming payable (whether formally demanded or not), it shall be lawful for the Landlord to claim interest at __ percent (%) per annum on the amount unpaid calculated from after the date due to the date of actual payment and all interest shall be deemed as rent and shall be recoverable in like manner as arrears on rent.

6.3 Damage Rendering Premises Unfit For Use

In case the said premises or any part thereof shall at any time during this tenancy be destroyed or damaged by fire, lightning, riot, explosion, or any other cause beyond the control of the parties hereto so as to be unfit for occupation and use or inaccessible, then and in every such case (unless the insurance money shall be wholly or partially irrecoverable by reason solely or in part of any act, default, neglect or omission of the Tenant or any of their servants, agents, occupiers, guests or visitors), the rent hereby reserved or a just and fair proportion thereof according to the nature and extent of the destruction or damage sustained shall be suspended and cease to be payable in respect of the period the said premises shall continue to be unfit for occupation and use by reason of such destruction or damage.

6.4 Untenantability & Determination of Lease

If the unfitness of the said premises or inaccessibility thereto as aforesaid shall continue for a period of more than ___() months either the Landlord or the Tenant shall be at liberty by notice in writing to the other determine this tenancy, and upon such notice being given, this tenancy or the balance thereof shall absolutely cease and determine and the deposit paid hereunder together with a reasonable proportion of such advance rent as has been paid hereunder, where applicable, shall be refunded to the Tenant forthwith but without prejudice to any right of action of either party in respect of any antecedent breach of this Agreement by the other.

Landlord	Tenant

(Please Initial)

6.5 Material Adverse Change [CoC Principle: clause is subject to mutual agreement]

The Landlord and the Tenant may re-negotiate this agreement in the event the Tenant is prevented, obstructed or hindered from performing its typical business activity at the leased premises due to events beyond tenant's control e.g. compliance with the requirements of any law, regulation, by-law or requirements of a public authority (including but not limited to store closure due to public health interest).

6.6 Removal & Disposal of Items Found in Premises

- (a) The Landlord may upon re-entry or determination of the Tenancy, remove from the said premises any items, including all plants, machinery, fixtures and fittings belonging to the Tenant and dispose or store such items in a warehouse at the cost of the Tenant, without being guilty of conversion or liable for loss or damage to such items by the said removal, disposal or storage.
- (b) Without prejudice to clause 6.6(a), if the Tenant shall fail to remove any goods or things from the said premises at the expiration or sooner determination of the said term, the Landlord shall be entitled in its sole discretion and without prior notice to the Tenant to sell such goods or things at such times and at such prices or for such consideration as the Landlord thinks fit and to apply the net proceeds of the sale towards payment of money owing from the Tenant to the Landlord, if any.

6.7 Landlord Not Liable for Accident, Injuries by Negligence etc.

Notwithstanding anything herein contained the Landlord shall be under no liability either to the Tenant or the Tenant's licensees, servants, visitors or others who may be permitted to enter or use the Building or any part thereof for accidents happening or for any injuries sustained or for loss of or damage to property, goods or chattels in the Building or in any part thereof save where any such loss or damage is due to the gross negligence or wilful default of the Landlord to maintain the Building where the leased premises are located.

6.8 Amendment to Rules & Regulations

The Landlord shall have the right at any time to make, add, amend, cancel or suspend such rules and regulations pertaining to the said premises as may in the judgement of the Landlord or the Management Corporation, be necessary, for the safety and cleanliness of the Building or for the preservation of good order therein or for the convenience of the Tenants and all such rules and regulations shall bind the Tenant from the date on which notice in writing thereof is given to the Tenant.

6.9 Landlord's Right to Exhibit Vacancy

At all time within ___ () months immediately preceding the determination of the said term the Landlord shall be entitled to exhibit outside the said premises a notice stating that the premises will be vacant and available for lease.

6.10 Option to Renew

The Landlord shall on the written request of the Tenant made not less than _____() months before the date of expiry of this Tenancy, and if there shall not at the time of such request be any existing breach or any non-observance of any of the conditions, covenants or stipulations on the part of the Tenant herein contained grant to the Tenant an extension of the Tenancy for a further term of _____() years from the date of expiry of this Tenancy at a rent to be agreed based on the prevailing market rent but otherwise containing the like conditions, covenants and stipulations as are herein contained with the exception of this option for renewal.

6.11 Exclusion of Warranty

The Landlord does not expressly or impliedly warrant that the said premises, the Building, or any part thereof, are now or will in future remain suitable or adequate for all or any of the purposes of the Tenant or for any business to be carried on thereon or that particular business be carried on in the building.

Landlord	Tenant

(Please Initial)

6.12 Illegal Workers

Notwithstanding anything herein contained, if at any time during the term of this Agreement, any prohibited immigrant is found on the said premises or the Tenant and/or its employees is/are no longer allowed to remain in the Republic of Singapore, this Agreement shall immediately be terminated and the security deposit forfeited by the Landlord without prejudice to any right of action of the Landlord in respect of any breach of this Agreement by the Tenant.

6.13 Severability

If any one or more of the provisions contained in this Agreement shall be deemed invalid unlawful or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.

6.14 Waiver

The waiver by either party of a breach or default of any of the provisions in this Agreement shall not be construed as waiver of any succeeding breach of the same or other provisions nor any delay or omission on the part of either party to exercise or avail itself of any right that is has or may have herein, operate as a waiver of any breach or default of the other party.

6.15 Landlord's Termination Right in the event of Redevelopment Works [CoC Principle]

- (i) In the event the Landlord intends to carry out substantial redevelopment, asset enhancement or reconfiguration works to the Building or part of the Building where the said Premises is located for any reason whatsoever (including changing the tenant mix in the Building) ("**redevelopment works**") and requires vacant possession of the said Premises in order to carry out such redevelopment works, the Landlord shall be entitled to terminate this Lease by giving to the Tenant six (6) months' notice in writing ("**Landlord's Termination Notice**") subject to Clause 6.15(iii) below. For the avoidance of doubt, Landlord shall not be entitled to terminate this Lease purely for the purposes of changing the tenant mix in the Building without carrying out any redevelopment works or if the Landlord is able to carry out such redevelopment works without requiring vacant possession of the Premises.
- (ii) In the event the Landlord has obtained the grant of written permission from Urban Redevelopment Authority for any asset enhancement initiative works ("**AEI Works**"), the Landlord must inform the Tenant of such AEI Works prior to [signing of this Lease/ the Tenant's acceptance of the Letter of Offer]. If the Landlord fails to do so, and this Lease is pre-terminated by the Landlord by reason of the proposed redevelopment works, an additional compensation sum shall be payable by the Landlord to the Tenant in addition to the compensation sums payable under Clause 6.15 (iv) or Clause 6.15 (v) below upon the termination of this Lease pursuant to this Clause 6.15. The Landlord and the Tenant shall use commercially reasonable endeavours to agree on the amount of such additional compensation sum. In the event the Landlord and the Tenant are not able to agree on the amount of such additional compensation sum, either Party may escalate the matter to the Singapore Mediation Centre ("**SMC**") to resolve the disagreement and if the matter is escalated to SMC, both Parties must attend mediation session(s) and comply with the resolutions of the SMC.
- (iii) In the event the proposed redevelopment works are required to be carried out by the Landlord pursuant to any prevailing laws, orders, directions, by-laws, codes, rules, regulations, notices or requirements of the authorities ("**Requirements**") and the time period given to the Landlord to comply with such Requirements is of such duration that the Landlord is unable to give the Tenant the requisite six (6) months' notice in writing, the Landlord shall, as soon as practicable, after the Landlord is aware of such Requirements, give the Tenant such shorter notice in writing as may be required to enable the Landlord to comply with the Requirements.
- (iv) If this Lease is pre-terminated by the Landlord during the Term by reason of redevelopment works, the Landlord must pay the Tenant a compensation sum calculated based on the Agreed Declared Value (as defined below) of the Tenant's Fit Out Capex Works (as defined below) less depreciation on such Agreed Declared Value amortised on a straight line basis across the entire period of the Term. [Clause 6.15 (iv) to be deleted from renewal leases if tenant has not carried out any Tenant's Renewal Capex Works.]

Landlord	Tenant

(Please Initial)

(v) No compensation is payable by the Landlord to the Tenant if the lease of the said Premises is pre-terminated during any renewal term(s) unless the Tenant has carried out the Tenant's Renewal Capex Works (as defined below) which has been agreed between the Landlord and the Tenant to form part of the Tenant's Renewal Capex Works for the purpose of computing the Agreed Declared Value. Prior to the Landlord's and the Tenant's entry into a binding agreement for the renewal of the lease for the said Premises, the Landlord and the Tenant shall, each acting reasonably, have discussions in good faith to agree on (a) the items to be included as part of the Tenant's Renewal Capex Works and (b) the estimated value of such Tenant's Renewal Capex Works for the purpose of the computation of Agreed Declared Value under this Clause 6.15(v). If the Tenant has carried out the Tenant's Renewal Capex Works and the renewal term is pre-terminated by Landlord by reason of redevelopment works, the Landlord must pay the Tenant a compensation sum calculated based on the Agreed Declared Value of the Tenant's Renewal Capex Works less depreciation on such Agreed Declared Value amortised on a straight line basis across the entire period of the renewal term.

(vi) For the purposes of this Clause 6.15:

(a) **"Agreed Declared Value"** refers to the lower of:

- i. the estimated value of the Tenant's Capex Works being S\$ _____ [Note: to insert estimated value of Tenant's Capex Works as discussed and agreed between the parties prior to the entry into a binding lease agreement]; and
- ii. the actual value of the Tenant's Capex Works as declared or to be declared by the Tenant to the Landlord in writing not later than 3 months after completion of the Tenant's Capex Works together with copies of all third-party invoices for verification and validation by the Landlord.

(b) **"Tenant's Capex Works"** refers to:

- i. (in respect of the Term) capital expenditure works (including external design fees but excluding salvageable items) carried out by the Tenant during the fitting out period in order to fit out the said Premises (**"Tenant's Fit Out Capex Works"**); and
- ii. (in respect of any renewal term) capital expenditure works (including external design fees but excluding salvageable items) carried out by the Tenant at the time of renewal in order to repair, improve, upgrade or refresh the said Premises (**"Tenant's Renewal Capex Works"**).

For the avoidance of doubt, Tenant's Capex Works shall not include any tenant-initiated capital expenditure works carried out by the Tenant in its sole discretion during the Term or any renewal term(s) if such works are not agreed to by the Landlord and the Tenant to form part of the Tenant's Capex Works for the purpose of computing the Agreed Declared Value.

(c) In respect of any item which has been agreed between the Landlord and the Tenant to be a "non-salvageable item" and included as part of Tenant's Capex Works, and its value was taken into account for the purpose of the computation of the Agreed Declared Value, in the event such item is subsequently salvaged by the Tenant when removing its items and vacating the said Premises pursuant to Clause 6.15(viii) below, the Landlord shall be entitled to deduct the value of any such item from the Agreed Declared Value for the purpose of computing the compensation sum under Clause 6.15(iv) or Clause 6.15(v) above.

(vii) Not later than three (3) months after completion of the Tenant's Capex Works, the Tenant must declare the value of the Tenant's Capex Works actually incurred by the Tenant to the Landlord in writing together with copies of all third-party invoices for verification and validation by the Landlord. In the event the Tenant does not declare the value of the Tenant's Capex Works to the Landlord in writing and/or submit copies of the aforesaid invoices within 3 months after the completion of the Tenant's Capex Works, the Landlord (acting reasonably) shall be entitled to determine the Agreed Declared Value, having regard to the estimated value of the Tenant's Capex Works (where applicable). The Landlord shall notify the Tenant in writing of its determination of the Agreed Declared Value and references to **"Agreed Declared Value"** in this Lease shall refer to the Agreed Declared Value as determined by the Landlord (acting reasonably) and notified in writing by the Landlord to the Tenant.

Landlord	Tenant

(Please Initial)

- (viii) Without affecting Clause 6.15(vii) above, in the event the Landlord accepts the estimated cost of Tenant's Capex Works as the Agreed Declared Value, the Landlord shall notify the Tenant in writing of its acceptance of the estimated cost of Tenant's Capex Works as the Agreed Declared Value and the requirements of Clause 6.15(vii) shall be waived. References to "**Agreed Declared Value**" in this Lease shall refer to the estimated cost of the Tenant's Capex Works as accepted by the Landlord.
- (ix) Upon the expiry of the Landlord's Termination Notice, the Term shall absolutely cease and determine but without prejudice to the rights and remedies of either Party against the other Party in respect of any antecedent breach of this Lease by the other Party and the Tenant must remove the Tenant's signs, moveable items, furniture and belongings from the said Premises and shall deliver vacant possession of the said Premises and the Landlord's installations in a clean state and in a condition which does not pose any threat to health, safety and the environment. The Tenant shall make good any damage caused to the Building resulting from such removal. The Landlord shall refund the Tenant the Security Deposit without interest in accordance with the provisions of Clause 6.15 or return the bank guarantee(s) furnished by the Tenant for cancellation, after proper deductions by the Landlord in accordance with the provisions of this Lease.
- (x) The Tenant hereby agrees that save for the compensation sum under Clause 6.15(ii), Clause 6.15(iv) or Clause 6.15(v) (as the case may be) and the refund of the Security Deposit in accordance with Clause 6.15, the Tenant shall have no further claims against the Landlord arising out of or in connection with the termination of this Lease pursuant to this Clause 6.15.
- (xi) The provisions of this Clause 6.15 shall continue to apply notwithstanding the earlier termination of this Lease.

6.16 Tenant's Termination Right under Exceptional Conditions [CoC Principle]

- (i) The Tenant shall be entitled to terminate this Lease by giving to the Landlord no less than six (6) months' notice in writing upon the occurrence of either of the following two exceptional conditions ("**exceptional conditions**")
 - (a) the business principal of the goods and/or services from which the Tenant has obtained the rights to sell the goods and/or provide the services which is being retailed at the said Premises is insolvent (as determined in accordance with the laws of insolvency in the country where the business principal is established or incorporated); or
 - (b) the Tenant loses the distributorship or franchise rights to sell the goods and/or provide the services which are being retailed at the said Premises where the loss of distributorship or franchise is not due to either the non-performance or breach by Tenant of the distributorship or franchise agreement.
- (ii) The Tenant may elect to pay six (6) months' gross rent in lieu of the six (6) months' notice period to the Landlord or shorten the six (6) months' notice period by paying an amount equivalent to the gross rent for the unfulfilled notice period, capped at six (6) months' gross rent. The six (6) months' notice period or such shorter notice period applicable pursuant to this Clause 6.16 shall herein be called the "**Applicable Notice Period**".
- (iii) The Tenant shall pay a compensation sum equivalent to the Security Deposit Amount (the "**Compensation Sum**") to the Landlord for any pre-termination of this Lease by the Tenant pursuant to this Clause 6.16 on or prior to the expiry of the Applicable Notice Period. The Landlord shall be entitled to apply the entire security deposit towards the Compensation Sum on the expiry of the Applicable Notice Period and any shortfall shall be payable by the Tenant on or prior to the expiry of the Applicable Notice Period. The termination of this Lease and the payment of the Compensation Sum pursuant to this Clause 6.16 shall not affect any outstanding amounts owing by the Tenant to the Landlord under this Lease.
- (iv) Upon the termination of this Lease pursuant to this Clause 6.16, the Tenant must reinstate the said Premises and yield up the said Premises in accordance with Clause 4.39 of this Lease on the expiry of the Applicable Notice Period. For the avoidance of doubt, the Tenant must make good all damage caused to the said Premises or the Building resulting from such reinstatement and yielding up.

Landlord	Tenant

(Please Initial)

- (v) Upon the expiry of the Applicable Notice Period, the Term shall absolutely cease and determine but without prejudice to the rights and remedies of either Party against the other Party in respect of any antecedent breach of this Lease by the other Party.
- (vi) Upon the occurrence of either of two exceptional conditions, instead of exercising its right to pre-terminate the lease under this Clause 6.16, the Tenant may request to assign this Lease to a replacement tenant, subject to the Landlord's approval (such approval not to be unreasonably withheld).
- (vii) The provisions of this Clause 6.16 shall continue to apply notwithstanding the earlier termination of this Lease.

6.17 Determination of Floor Area [*CoC Principle: applicable for leases of premises bigger than 300 square feet that are new lettings, newly formed or re-configured premises after redevelopment of the building or completion of AEI works*]

- (i) Pending survey of the Floor Area of the Premises pursuant to Clause 2.1, the estimated floor area of the Premises is _____ ("**Estimated Floor Area**"). The Parties hereby agree that:
 - (a) until the Floor Area of the Premises is determined by measurement by the Landlord's Surveyor, the Floor Area shall be the Estimated Floor Area; and
 - (b) upon determination of the Floor Area of the Premises by the Landlord's Surveyor (whose certificate of the Floor Area shall be accepted by the Parties as final and conclusive) all references to the Floor Area in this Lease shall refer to the Agreed Floor Area.
- (ii) The Landlord shall, at the Landlord's cost and expense, appoint a registered surveyor (the "**Surveyor**") to carry out a survey to determine the Floor Area of the Premises. The Landlord shall provide the Tenant with a copy of the certificate from the Surveyor certifying the Surveyor's final determination of the Floor Area of the Premises prior to the Possession Date (or such later date as the Parties may agree). The Floor Area of the Premises as stated in the Surveyor's certificate shall herein be called the "**Surveyed Floor Area**". The determination of the Surveyed Floor Area by the Surveyor shall be final, conclusive and binding upon the Parties.
- (iii) Upon the determination of the Surveyed Floor Area by the Surveyor, there shall be an adjustment in the Rent, Service Charge and Security Deposit, with effect from the Lease Commencement Date, subject always to the following provisions:
 - (I) where the Surveyed Floor Area is more than the Estimated Floor Area and the difference between the Surveyed Floor Area and the Estimated Floor Area is less than or equal to 5% of the Estimated Floor Area, the Rent, Service Charge and Security Deposit shall be calculated based on the Surveyed Floor Area;
 - (II) where the Surveyed Floor Area is more than the Estimated Floor Area and the difference between the Surveyed Floor Area and the Estimated Floor Area is more than 5% of the Estimated Floor Area, the Rent, Service Charge and Security Deposit shall be calculated based on a Floor Area which is equivalent to 105% of the Estimated Floor Area; and
 - (III) where the Surveyed Floor Area is less than the Estimated Floor Area, the Rent, Service Charge and Security Deposit shall be calculated based on the Surveyed Floor Area.
- (iv) The Landlord and Tenant hereby agree that the Floor Area which shall be used for the purpose of calculating the Rent, Service Charge and Security Deposit payable by the Tenant under this Lease pursuant to Clause 6.17(i) or Clause 6.17(ii) or Clause 6.17(iii) (whichever is applicable) shall herein be called the "**Agreed Floor Area**".
- (v) In addition and without prejudice to any provisions in this Lease, if the Surveyed Floor Area is less than the Estimated Floor Area and the difference between the Surveyed Floor Area and the Estimated Floor Area is more than 10% of the Estimated Floor Area, either Party may terminate this Lease by giving to the other Party written notice ("**Termination Notice**") within one (1) month after the Landlord has provided the Surveyor's certificate to the Tenant. Upon receipt of the notice, the Term will be terminated and the following provisions shall apply:

Landlord	Tenant

(Please Initial)

- (i) If, on the date of the Termination Notice, the Tenant has not taken possession of the Premises, this Lease shall be deemed null and void from the beginning with the intent that each of the Landlord and the Tenant shall be put in the same respective position as if this Lease was not entered into. In this connection:
 - (a) the Tenant shall not be required to reinstate the Premises as the Tenant has not taken possession of the Premises; and
 - (b) the Landlord shall refund all monies paid by the Tenant to the Landlord pursuant to this Lease without interest (including any Rent, Service Charge, Security Deposit and other deposits but excluding stamp duties and legal fees (if any)).
- (ii) If, on the date of the Termination Notice, the Tenant has taken possession of the Premises and:
 - (a) this Lease is terminated pursuant to a Termination Notice given by the Landlord to the Tenant, then this Lease shall be deemed null and void from the beginning with the intent that the Tenant shall be put in the same position as if this Lease was not entered into. In this connection:
 - I. the Tenant shall not be required to reinstate the Premises and shall promptly deliver up possession of the Premises to the Landlord; and
 - II. the Landlord shall refund all monies paid by the Tenant to the Landlord pursuant to this Lease without interest (including any Rent, Service Charge, A&P Charge, Security Deposit and other deposits but excluding stamp duties and legal fees (if any)); and
 - III. the Landlord shall pay a compensation sum equivalent to the amount actually incurred by the Tenant for the Tenant's Capex Works prior and up to the date of Landlord's Termination Notice, as evidenced by invoices provided by the Tenant to the Landlord for verification and validation. In the event the Landlord and the Tenant are not able to agree on the amount of the aforesaid compensation sum, either Party may escalate the matter to the Singapore Mediation Centre ("SMC") to resolve the disagreement and if the matter is escalated to SMC, both Parties must attend mediation session(s) and comply with the resolutions of SMC.
 - (b) this Lease is terminated pursuant to a Termination Notice given by the Tenant to the Landlord, then the Tenant must promptly reinstate the Premises and deliver up possession of the Premises to the Landlord properly reinstated in accordance with the provisions of this Lease and this Lease shall be deemed terminated on the date of such delivery of possession of the Premises by the Tenant to the Landlord, without prejudice to the rights and remedies of either Party against the other Party in respect of any antecedent breach of this Lease by the other Party. For the avoidance of doubt, all the provisions of this Lease shall continue to apply and be binding on the Landlord and the Tenant until the date of the deemed termination of this Lease.

Save as otherwise provided in this Clause 6.17, the Landlord and the Tenant will not be liable to the other Party for any loss, damage, cost, expense or compensation in connection with the termination under this Clause 6.17.

- (vi) In the event neither the Landlord nor the Tenant exercises its right to terminate the lease agreement within one (1) month after the Landlord has provided the Surveyor's certificate to the Tenant, there shall be a downward adjustment of the Rent, Service Charge and Security Deposit based on the Surveyed Floor Area in accordance with Clause 6.17 (iii).
- (vii) Any underpayment in the Rent, Service Charge and Security Deposit under this Lease determined by reference to the Agreed Floor Area shall be paid by the Tenant to the Landlord, free of interest, within two (2) months of the Tenant's receipt of the Surveyor's certificate. Any overpayment in the Rent, Service Charge and Security Deposit under this Lease determined by reference to the Agreed Floor Area shall be applied by the Landlord towards the Rent payable by the Tenant for the subsequent months after the Tenant's receipt of the Surveyor's Certificate.

Landlord	Tenant

(Please Initial)

6.18 Service of Notice

Any notice served in connection with this Agreement shall be in writing and sufficiently served on the Tenant if left at the said premises or delivered to the Tenant personally or sent to the Tenant at the said premises by registered post and any notice to the Landlord shall be sufficiently served if sent address by registered post to the Landlord's registered address.

6.19 Governing Law

The validity, interpretation and enforcement of this Agreement and all rights, remedies, powers, obligations and liabilities hereunder shall be governed by the Laws of the Republic of Singapore. The parties herein submit themselves to the jurisdiction of the Courts of Singapore save where parties are to refer the matters to the Singapore Mediation Centre (SMC) pursuant to the Code for Leasing of Retail Premises in Singapore or pursuant to Clause 6.15(ii) above.

Any dispute arising out of or in connection with this agreement must be submitted for mediation at the Singapore Mediation Centre (SMC) in accordance with SMC's Mediation Procedure in force for the time being. Either/any party may submit a request to mediate to SMC within 14 days of the signing of the lease agreement upon which the other party will be bound to participate in the mediation. Every party to the mediation must be represented by senior executive personnel, of at least the seniority of a Head of Department or its equivalent, with authority to negotiate and settle the dispute. Unless otherwise agreed by the parties, the Mediator(s) will be appointed by SMC. The mediation will take place in Singapore in the English language and the parties agree to be bound by any settlement agreement reached.

Landlord	Tenant

(Please Initial)

IN WITNESS WHEREOF the parties have hereunder set their hands the day and year first above written.

SIGNED by the Landlord)

)

)

In the presence of:)

Name:)

NRIC No.:)

Date:)

SIGNED by the Tenant)

)

)

In the presence of:)

Name:)

NRIC No.:)

Date:)

Landlord	Tenant

(Please Initial)