TENANCY AGREEMENT

Between

THE GOVERNMENT OF THE REPUBLIC OF SINGAPORE

And

[NAME OF TENANT]

Contents **Page**

1. Definitions and Interpretation ... 3
2. Letting of the Premises ... 6
3. Intentionally Left Blank ... 6
4. Tenant's Covenants ... 6
5. Landlord's Covenants ... 22
6. Other Terms ... 22
7. General Terms ... 31
SCHEDULE 1 ... 38
SCHEDULE 2 ... 40
SCHEDULE 3 ... 42

REF NO: KBMTA202501
THIS MASTER TENANCY AGREEMENT is made on _____

BETWEEN:

(1) **THE GOVERNMENT OF THE REPUBLIC OF SINGAPORE** as represented by the Ministry of Manpower, having its office at 18 Havelock Road, Singapore 059764 (hereinafter referred to as the "**Landlord**" which expression shall include its successors, assigns and all persons entitled to the reversion immediately expectant upon the termination of the tenancy granted under this Master Tenancy Agreement) of the one part;

AND

(2) **[INSERT NAME OF COMPANY]** (Company Registration No. XXX), a company incorporated in Singapore and having its registered office at XXX XXX Singapore XXX (hereinafter referred to as the "**Tenant**" which expression shall where the context so admits include the Tenant's successors, executors, administrators and permitted assigns) of the other part.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. Definitions and Interpretation

1.1 In this Master Tenancy Agreement:

"Approved Use" shall have the meaning ascribed to it in **Schedule 1**;

"Approved Works" shall have the meaning ascribed to it in **Clause 4.11.2**;
"Code of Conduct" shall have the meaning ascribed to it in section 2(1) of the Lease Agreements for Retail Premises Act 2023;

"CFP Contract" means the contract between the Landlord and the Tenant arising out of Landlord's acceptance of the offer constituted by the Tenant's proposal (in relation to the operation of the Premises as Kaki Bukit Recreation Centre) by way of the Landlord's letter of acceptance dated _____ 2025;

"Earthworks" includes but is not limited to the alteration of the contours of land by moving, placing or replacing earth, or by excavation, cutting, filling or backfilling;

"Funding Agreement" means the agreement dated _____ 2025 between the Landlord and the Tenant for the funding of operations for the Kaki Bukit Recreation Centre.

"GFA" means gross floor area, as estimated or measured (as the case may be) according to the Gross Floor Area Handbook published by the Urban Redevelopment Authority as at the date of this Master Tenancy Agreement;

"Parties" means both the Landlord and Tenant, and "Party" means either the Landlord or the Tenant;

"permitted occupier" means any person on the Premises for any period expressly or by implication with the Tenant's authority or permission;

"Premises" means the property described in **Schedule 1**;

"Public Place" includes any place whether privately owned or not to which the public has access;

"Rent" means the rent payable by the Tenant as specified in **Schedule 1**;

"Security Deposit" shall have the meaning ascribed to it in **Clause 4.6.1**;

"Singapore Land Authority" means the Singapore Land Authority constituted under the Singapore Land Authority Act 2001;

"Term" means the term of tenancy granted under this Master Tenancy Agreement as specified in **Schedule 1**;

"this Master Tenancy Agreement" means this Master Tenancy Agreement and all plans, drawings, schedules of and annexures to it, and includes all supplementals, additions, variations and amendments to it; and

"working day" means any day from Monday to Sunday inclusive and includes any public holiday.

1.2 Every obligation by the Tenant is taken to include an obligation by the Tenant to ensure that each of its employees, agents, independent contractors, subtenants, permitted occupiers and others under its control comply with that obligation. Any covenant by the Tenant not to do any act or thing includes an obligation not to allow that act or thing to be done.

1.3 Each plan, drawing, schedule of and annexure to this Master Tenancy Agreement forms an integral part of this Master Tenancy Agreement, and the provisions thereof shall have the same force and effect as if expressly set out in the main body of this Master Tenancy Agreement.

1.4 A reference to the whole includes any part thereof and a reference to the word "include" or "including" shall not be construed as having any limiting effect.

1.5 Words importing one gender include all other genders, and words importing the singular include the plural and vice versa.

1.6 Words denoting natural persons include corporations and firms, trade unions and societies.

1.7 If any Party to this Master Tenancy Agreement comprises two or more persons, obligations expressed or implied to be made by or with that Party are deemed to be made by or with the persons comprising that Party jointly and severally.

1.8 All clause, paragraph and schedule headings are for convenience of reference only and shall not be taken into consideration in the interpretation or construction of the clauses, paragraphs or schedules to which they relate.

1.9 Unless otherwise stated, any reference in this Master Tenancy Agreement to a numbered clause, paragraph or schedule of this Master Tenancy Agreement shall mean the clause, paragraph or schedule of this Master Tenancy Agreement so numbered.

1.10 Unless otherwise stated, any reference in this Master Tenancy Agreement to any statute or legislation shall be deemed a reference to such statute or legislation as amended from time to time, and for the time being in force, and be deemed to include any subsidiary legislation made under it.

1.11 A reference in this Master Tenancy Agreement to a paragraph of the Code of Conduct shall be construed as a reference to that paragraph as set out in the Third Edition of the Code of Conduct dated 1 November 2023.

2. Letting of the Premises

2.1 The Landlord hereby lets the Premises to the Tenant, subject to and in accordance with the terms and conditions contained in this Master Tenancy Agreement and the provisions of the State Lands Act 1920 and the State Lands Rules, for the Term and at the Rent.

2.2 The Premises are let to the Tenant on an "as is where is" basis, and the Tenant shall accept the actual state and condition of the Premises in all respects as at the date of this Master Tenancy Agreement and at the commencement of the Term.

3. Intentionally Left Blank

4. Tenant's Covenants

The Tenant hereby covenants with the Landlord as follows:

4.1 Rent

4.1.1 The Tenant shall pay the Rent promptly as and when due, without any demand, deduction, set-off or counterclaim through the Inter-bank Giro Scheme or by any other mode of payment agreed in writing by the Landlord, at the times and in the manner as set out in **Schedule 1**. The said sum is exclusive of any Goods and Services Tax chargeable thereon.

4.1.2 The Tenant shall not be required to pay Rent during the Rent-Free Period set out in **paragraph 6** of **Schedule 1**. Upon the expiry of the Rent-Free Period, the Tenant shall pay Rent at the times and in the manner set out in **Schedule 1.**

4.1.2A Save where **Clause 4.1.2B** applies, in the event that this Master Tenancy Agreement is terminated before the end of the Term for whatever reason, then in addition to and without prejudice to any other rights or remedies of the Landlord, the Tenant shall pay to the Landlord on demand an amount equivalent to the Rent which would, if not for **Clause 4.1.2**, have been payable for the entire duration of the Rent-Free Period.

4.1.2B **Clause 4.1.2A** shall not apply where this Master Tenancy Agreement is terminated –

(a) by the Tenant pursuant to **Clause 6.2B**; or

(b) Intentionally Left Blank.

4.1.2C The provisions of these **Clauses 4.1.2A** and **4.1.2C** shall continue to apply notwithstanding the earlier termination of this Master Tenancy Agreement.

4.2 Goods and Services Tax

4.2.1 In addition to the Rent and other monies payable under this Master Tenancy Agreement, the Tenant shall pay to the Landlord immediately on demand:

(a) the amount of any Goods and Services Tax (hereinafter referred to as "**GST**") chargeable under the Goods and Services Tax Act 1993 and payable by the Landlord in respect of any sum payable under this Master Tenancy Agreement, and for the grant of the tenancy under this Master Tenancy Agreement; and

(b) all interest and penalties whatsoever suffered or incurred by the Landlord resulting from the failure or delay on the part of the Tenant in the payment and discharge of such GST.

4.3 Interest

4.3.1 If the Rent or any part thereof, or any other monies (including the amount of GST payable under **Clause 4.2.1**), due to the Landlord under this Master Tenancy Agreement shall remain unpaid by the Tenant after the same is due (whether any formal demand thereof is made or not), the Tenant shall pay

interest based on the prevailing Late Payment Interest Rate(s) (as defined in **Clause 4.3.2**) applicable to such outstanding monies at any time, from the date such monies fall due for payment until the date of actual payment (both before and after judgment), and such interest shall be recoverable from the Tenant as if the same were rent in arrears.

4.3.2 The **"Late Payment Interest Rate(s)"** shall mean the interest rate(s) as determined by the Landlord and informed in writing by the Landlord to the Tenant from time to time to be applicable and chargeable on any overdue payment.

4.4 Utilities and Other Services

4.4.1 The Tenant shall arrange, at its own cost and expense, for the installation, connection and supply of all utilities and any other services required by it at or in relation to the Premises from any supplier including SP Group or such open electricity market (OEM) retailer that the existing physical infrastructure of the Premises is able to support.

4.4.2 The Tenant shall pay to the suppliers, and indemnify the Landlord against, all charges for the installation, connection and supply of all utilities and any other services consumed or used at or in relation to the Premises, and the Tenant shall comply with the requirements and regulations of the respective suppliers.

4.4.3 The Tenant shall not, without giving the Landlord **thirty (30) days**' prior written notice, take any step to reduce, suspend, stop or in any way affect the continuous, uninterrupted and adequate supply of all utilities and any other services consumed or used at the Premises, before the expiry or earlier termination of the tenancy granted under this Master Tenancy Agreement.

4.4.4 For the purposes of this **Clause 4.4**, the term **"utilities"** shall include water, electricity, telecommunications network, gas and any water-borne sewerage systems.

4.5 Insurance

4.5.1 The Tenant shall take out and maintain at all times during the Term, the insurance policies set out in **Schedule 2**, and shall observe, perform and comply with all the requirements set out in that Schedule.

4.6 Security Deposit

4.6.1 Within fourteen (14) days after the date of this Master Tenancy Agreement, the Tenant shall provide the Landlord with a guarantee issued by a participating financial institution under the eGuarantee@Gov programme (an "**e-Guarantee**"), for the sum specified in **paragraph 7 of Schedule 1** (the "**Security Deposit**"), as security for the due observance and performance by the Tenant of all the terms and conditions of this Master Tenancy Agreement. The Security Deposit shall be an e-Guarantee with the template reference code <GOV_UT> and shall include the values for the data fields set out in **paragraph 7** of **Schedule 1** and such values for other data fields as the Landlord may specify.

4.6.2 In addition to the Landlord's rights under **Clauses 6.2A** and **6.2B** (where applicable), the Landlord shall be entitled but not obliged, without prejudice to any other right or remedy it may have under this Master Tenancy Agreement, to make a demand or call upon the Security Deposit so provided by the Tenant under this **Clause 4.6** for:

(a) the amount of any Rent in arrears, including but not limited to double rent under **Clause 4.14.1**, any interest thereon, any sum payable to the Landlord remaining unpaid and any loss or damage sustained by the Landlord as the result of any breach, non-observance or non-performance by the Tenant of any of the terms and conditions of this Master Tenancy Agreement and any expenses incurred by the Landlord in remedying such breach, non-observance or non-performance;

(b) all claims for damage or destroyed fittings, costs of repair and redecoration of the Premises howsoever occasioned other than by fair wear and tear;

(c) the costs of cleaning of the Premises and removing or disposing of any property left by the Tenant (whether left on the Premises, on any other property belonging to the Landlord, or in any Public Place) on vacation of the Tenant; and

(d) any other claims, costs, expenses, fees or charges whatsoever recoverable from or payable by the Tenant in relation to this Master Tenancy Agreement, with such claims, costs, expenses, fees and charges to be decided upon by the Landlord at its sole discretion.

For the avoidance of doubt, the Tenant may not apply any part of the Security Deposit towards payment of the Rent or any of the payments herein reserved or any part thereof unless the Landlord exercises the Landlord's right herein.

4.6.3 If any part of the Security Deposit provided by the Tenant under this **Clause 4.6** shall be applied by the Landlord as provided in **Clause 4.6.2**, the Tenant shall on written demand by the Landlord forthwith further furnish an e-Guarantee for the amount so applied by the Landlord, so that the Security Deposit shall at all times be equivalent to the sum specified in **paragraph 7** of **Schedule 1**.

4.6.4 If, in addition to the Security Deposit referred to in **Clause 4.6.1**, the Tenant is required to provide the Landlord with any other security deposits (hereinafter referred to as the "**additional security deposits**") under any other provision of this Master Tenancy Agreement or as a condition for the Landlord's grant of consent or approval under any provision of this Master Tenancy Agreement, the Tenant shall forthwith provide the Landlord with such additional security deposits in the amounts and forms as stipulated by the Landlord.

4.6.5 Where any security deposit is in the form of cash and subject to the Landlord's rights as set out in the provisions of this Master Tenancy Agreement, including but not limited to this **Clause 4.6**, **Clause 4.14.3**, **Clause 6.2A**, **Clause 6.2B** and **Clause 6.3.1**, the Landlord shall refund without interest such cash security deposit after the expiry or earlier termination of the tenancy granted under this Master Tenancy Agreement and in any event not later than ninety (90) days after the date the Tenant has fully performed all its obligations under this Master Tenancy Agreement to the satisfaction of the Landlord. For the avoidance of doubt, the refund of such cash security deposit shall be without prejudice to any rights or remedies that may have accrued to the Landlord whether in respect of any antecedent breach of any covenant or other term of this Master Tenancy Agreement by the Tenant or otherwise.

4.6.5A In addition to and without prejudice to any other right or remedy the Landlord may have under this Master Tenancy Agreement:

(a) if the Tenant has not fully performed all its obligations under this Master Tenancy Agreement to the satisfaction of the Landlord by the date of expiry or earlier termination of the tenancy granted under this Master Tenancy Agreement, the Landlord may require the Tenant to extend the Security Deposit for such period as may be specified by the Landlord; and

(b) if the Tenant fails to provide such extended Security Deposit by the deadline specified by the Landlord, the Landlord may at any time thereafter draw on the Security Deposit for such amount as it may decide, and hold such cash amount drawn from the Security Deposit as security (the "**Cash Security**"). The Landlord may from time to time draw from such Cash Security to satisfy any amount payable by the Tenant to the Landlord under this Master Tenancy Agreement, and will return any remaining Cash Security to the Tenant when it is satisfied that no further amounts are payable by the Tenant to the Landlord under this Master Tenancy Agreement.

4.6.6 The provisions of this **Clause 4.6** shall survive the expiry or earlier termination of the tenancy granted under this Master Tenancy Agreement (howsoever caused).

4.7 Approved use of the Premises

4.7.1 The Tenant shall use the Premises for the Approved Use only subject to and in accordance with the approval of the competent authority under the Planning Act 1998 and the provisions of this Master Tenancy Agreement including all the attached **Schedules**, and shall not use the Premises for any other purposes.

4.8 Planning Permissions and Licensing Requirements

4.8.1 Where use and planning permissions are required for the Approved Use of the Premises, the Tenant shall at its own cost and expense, obtain all the requisite

permissions and approvals from the relevant authorities, and comply with all their conditions and requirements.

4.8.2 Where licences are required for the operation of the Premises for the Approved Use of the Premises, the Tenant shall at its own cost and expense, obtain all the requisite licences and approvals from the relevant authorities, and comply with all their requirements and conditions.

4.9 Obligations and Restrictions on the use of the Premises

The Tenant shall observe, perform and comply with the requirements of this **Clause 4.9**:

4.9.1 Nuisance

The Tenant shall not do anything on any part of the Premises which in the opinion of the Landlord is or may become, or cause a nuisance or annoyance to or in any way interfere with the quiet enjoyment or comfort of the owners or occupiers of the Premises or the adjoining or neighbouring properties.

4.9.2 Illegal and immoral acts and unauthorised use

The Tenant shall not use any part of the Premises:

(a) for any dangerous, noxious, noisy or offensive activity, or any illegal or immoral act or purpose; or

(b) for sleeping accommodation or residential purposes, unless such use is permitted under the Approved Use or is otherwise permitted by the Landlord in writing.

4.9.3 Combustible material

The Tenant shall not keep on any part of the Premises any materials of a combustible, inflammable, dangerous or explosive nature, or the keeping of which may contravene any laws, regulations or bylaws, or any requirements imposed by the Landlord.

4.9.4 Not to void insurance

The Tenant shall not do anything which may result in the insurers refusing to pay the insured sums (entirely or partly) under any fire and other insurance policies taken out by the Tenant and / or the Landlord, or make any such insurance policies invalid or capable of being cancelled, or which may increase the premium payable by the Landlord on such policies.

4.9.5 Not to remove from or dump onto the Premises earth and other materials

The Tenant shall not:

(a) remove or dispose of in any way, any earth, sand, clay, gravel or any other fill material from the land forming part of the Premises; or

(b) dump or deposit any earth, sand, gravel, hardcore, waste, refuse, filth, debris or any other similar material on any part of the Premises or on the Landlord's adjoining property.

4.9.6 Not to alter name of the Premises

The Tenant shall not, without the prior written approval of the Landlord and the relevant authorities, alter the name of the Premises.

4.9.7 Not to display signs and advertisements

The Tenant shall not display, affix, paint or otherwise exhibit on any part of the Premises including any structure or building (whether interior or exterior) any name, sign, notice, advertisement, placard, banner, flag, covering or any other thing whatsoever, which can be seen from outside of the Premises, without the prior written approval from the Landlord and the relevant authorities, and in accordance with all their terms and conditions.

4.9.8 To give notice of defects

The Tenant shall notify the Landlord or its agents immediately of any defect in the Premises which may give rise to any duty on the part of the Landlord, and the Tenant shall at all times display and maintain any notices that the Landlord may from time to time require the Tenant to display at the Premises.

4.9.9 To give notice of, and compliance with statutory notices

The Tenant shall notify and produce immediately to the Landlord or its agents a copy of any notice, direction, or order that affects the Premises that is issued

to or served on the Tenant (or on any subtenants or occupiers of the Premises) by any Government department or agency, or any relevant authority, and the Tenant shall without delay take all necessary steps to comply with such notice, direction or order.

4.9.10 To provide evidence of compliance

The Tenant shall produce to the Landlord or its agents all such evidence including documentary and real evidence as the Landlord may require to satisfy itself that the provisions of this Master Tenancy Agreement have been complied with.

4.9.11 To comply with all laws and regulations

The Tenant shall ascertain and comply fully and promptly, at its own cost and expense, with all laws and regulations of the Republic of Singapore, the Code of Conduct, and with all conditions and requirements of the Government departments and agencies, the relevant authorities (constituted under any written law for the time being in force) and the public utility licensees relating to:

(a) the Premises;

(b) the use or occupation of the Premises;

(c) anything done in the Premises by the Tenant; and

(d) anything in the Premises.

4.10 Repairs and General Maintenance

4.10.1 The Tenant shall, at all times, at its own cost and expense:

(a) keep the Premises clean, tidy and clear of all rubbish; and

(b) keep all planted or grassed areas properly maintained including the regular pruning and (if required) cutting of trees on the Premises <u>except that</u> the Tenant shall not cut down any such tree without the prior written approval of the Landlord and the relevant authorities.

4.10.2 The Tenant shall, at all times, at its own cost and expense, keep the Premises free from termite infestation, vermin and other pests, and for this purpose, the Tenant shall engage a competent pest control contractor to carry out regular fumigation and chemical spraying, soil treatment and such other services as may be required.

4.10.3 The Tenant shall, at all times, at its own cost and expense, keep in a good state of repair and condition, and properly maintained, all of the following:

(a) the interior and exterior of all buildings and structures forming part of the Premises including but not limited to the roof, doors, window frames and glass in windows, skylights and the Landlord's fixtures and fittings installed therein;

(b) the pipes, sewers, drains, mains, ducts, conduits, gutters, wires, cables, channels, lightning conductors, and all other conducting media (collectively, "**Conducting Media**"):

(i) that exclusively serve the Premises (notwithstanding that such Conducting Media may be located outside the Premises); and

(ii) that are in, on, over, under or through the Premises that serve the buildings and structures thereon;

(c) the gates and the boundary walls or fences forming part of the Premises; and

(d) the driveways, roads, footpaths and any other hard surfaced areas within the Premises,

and take all precautions and measures to ensure that any damage, defect or dilapidation which has been or at any time shall be occasioned by fair wear and tear shall not give rise to or cause or contribute to any substantial damage to the Premises. For the avoidance of doubt, the Tenant's obligation to keep in good repair and condition shall include putting in good repair and condition at the start of the Term if there is an existing lack of good repair or condition.

4.10.4 The Tenant shall, at its own cost and expense, immediately make good to the satisfaction of the Landlord, any damage caused to the Premises (including any building and structure and any Landlord's fixtures and fittings installed therein) by the Tenant, its employees, agents, independent contractors, subtenants or any permitted occupier.

4.11 Approval for Works

4.11.1 The Tenant shall not, at any time without the prior written approval of the Landlord and the relevant authorities, carry out any works (hereinafter referred to collectively as the "**Works**") on or to or affecting the Premises including the following:

(a) construct, erect or place:

(i) any new building; or

(ii) any new structure or erection of whatever kind or nature (whether permanent or temporary) including any containers;

(b) make any structural changes;

(c) undertake any partitioning, addition or alteration works;

(d) carry out any renovation works; and

(e) carry out any Earthworks.

4.11.2 The Tenant shall, at its own cost and expense, engage competent professionals to prepare and submit, the requisite plans, drawings and specifications for the Works, to the Landlord and the relevant authorities for their written approval. All such Works as approved by the Landlord and the relevant authorities shall be referred to in this Master Tenancy Agreement as the "**Approved Works**".

4.11.3 The Tenant shall at its own cost and expense, carry out and complete the Approved Works:

(a) in conformity in every respect with the plans, drawings and specifications as approved by the Landlord and the relevant authorities and in accordance with all their terms and conditions; and

(b) with good and suitable materials, and in a good and workmanlike manner in accordance with good building practice.

4.11.4 For the avoidance of doubt, no compensation shall be given to the Tenant upon earlier termination or expiry of the tenancy granted under this Master Tenancy Agreement notwithstanding any improvements made to the Premises by the Tenant during the tenancy.

4.12 Rights of entry

4.12.1 The Tenant shall allow the Landlord and its agents, with any necessary contractors and workmen, to enter any part of the Premises, without restriction, at all reasonable times on a working day and on prior notice (or in the event of an emergency, on any day whether or not a working day and at any time without notice) for any purpose whatsoever including the following:

(a) to ascertain if the provisions of this Master Tenancy Agreement have been observed and performed;

(b) to inspect the state of repair and condition of the Premises;

(c) to monitor the progress of, and to inspect the Approved Works made on or to the Premises;

(d) to carry out any work to adjoining property owned by the Landlord that cannot reasonably be carried out without access to the Premises, and any jointly used facility;

(e) to carry out any work which the Landlord considers necessary or desirable to any part of the Premises;

(f) to take inventories and soil samples;

(g) to carry out land survey, structural survey, GFA survey and any other survey in respect of the Premises; and

(h) to exercise any right granted or reserved to the Landlord by this Master Tenancy Agreement.

4.13 Compliance with the Landlord's notices

4.13.1 Where the Tenant has breached any of its obligations under this Master Tenancy Agreement, the Landlord shall be entitled to give to the Tenant a written notice specifying the action or works required of the Tenant to remedy the breach.

4.13.2 Upon receipt of such a notice from the Landlord, the Tenant shall carry out the action or works specified therein immediately, and complete the same to the Landlord's satisfaction within the time period stipulated by the Landlord. If the Tenant refuses to carry out the action or works, or fails to complete them within the stipulated time period or fails to complete them to the Landlord's satisfaction, the Tenant shall allow the Landlord, its agents, contractors and workmen with all necessary appliances and tools to enter the Premises to execute the action or works, or whatever is outstanding.

4.13.3 The Tenant shall pay to the Landlord on demand, all costs and expenses incurred by the Landlord for carrying out and/or completing the aforesaid action or works. A statement from the Landlord setting out all such costs and expenses incurred by it shall be final and binding on the Tenant.

4.14 At the expiry or earlier termination of the Term

4.14.1 At the expiration or earlier termination of the tenancy granted under this Master Tenancy Agreement, subject to **Clause 4.14.2** and unless otherwise required by the Landlord in writing, the Tenant shall, at its own cost and expense, deliver to the Landlord vacant possession of the Premises, clean, tidy, and in a tenantable condition, together with all of the following:

(a) all locks, keys and fastenings complete;

(b) all Approved Works carried out by the Tenant to the Premises; and

(c) all Landlord's fixtures and fittings (if any) installed at the Premises.

If the Tenant continues to occupy the Premises or fails to deliver vacant possession of the Premises after the expiration or earlier termination of the tenancy granted under this Master Tenancy Agreement, the Landlord may, at its option, recover **double the assessed market amount of Rent as determined by the Landlord** until the date the Tenant delivers to the Landlord or the Landlord recovers vacant possession of the Premises.

4.14.2 Immediately prior to the expiration or earlier termination of the tenancy granted under this Master Tenancy Agreement, the Tenant shall, at its own cost and expense, upon receipt of the Landlord's written notice, demolish and remove in accordance with the Landlord's notice, all such items of Approved Works, fixtures and fittings and any other works as may be specified by the Landlord therein, and the Tenant shall make good all damage caused by such demolition and removal. All such aforesaid works shall be carried out and completed by the Tenant at its own cost and expense by the expiration or earlier termination of the tenancy granted under this Master Tenancy Agreement, and to the satisfaction of the Landlord.

4.14.3 If the Tenant fails to comply with **Clause 4.14.2**, the Landlord may proceed to carry out the necessary works (hereinafter referred to in this **Clause 4.14.3** as the "**Reinstatement Works**") and recover from the Tenant, on demand, the costs and expenses of the Reinstatement Works, with such costs and expenses to be decided upon by the Landlord at its sole discretion. For the purposes of this **Clause 4.14.3**, a statement from the Landlord of the costs and expenses incurred for the Reinstatement Works shall be final and binding on the Tenant. For the avoidance of doubt, if the Tenant fails to pay on demand the costs and expenses of the Reinstatement Works, the Landlord will be entitled to deduct these costs and expenses from the Security Deposit under **Clause 4.6**.

4.14.4 The provisions of this **Clause 4.14** shall survive the expiry or earlier termination of the tenancy granted under this Master Tenancy Agreement (howsoever caused).

4.15 Rights of entry for proposed sale or re-letting

4.15.1 During the one (1) year before the expiration or earlier termination of the tenancy granted under this Master Tenancy Agreement, the Tenant shall:

(a) permit the Landlord and its agents to put up and retain in a reasonable position on the Premises, notices for the proposed sale or re-letting of the Premises; and

(b) permit the Landlord, its agents and interested parties with a view to such sale or re-letting, to enter and inspect any part of the Premises, without restriction, at all reasonable times on a working day, upon prior notice.

4.16 Indemnities by the Tenant

4.16.1 The Tenant shall indemnify and keep the Landlord and its agent, the Singapore Land Authority, fully indemnified against all actions, demands, proceedings, claims, liabilities, damages, losses, costs, charges and expenses of any nature whatsoever (including without limitation legal costs on a full indemnity basis), made against or suffered or incurred by the Landlord or the Singapore Land Authority or both (including those relating to death or injury to persons or loss of or damage to property) arising directly or indirectly out of or in connection with:

(a) any act, default, omission or negligence of the Tenant or by any of its employees, agents, independent contractors, subtenants or permitted occupiers at the Premises;

(b) any breach, non-performance or non-observance by the Tenant of the covenants or other terms of this Master Tenancy Agreement;

(c) any Works made or authorised by the Tenant on, to or affecting the Premises; and

(d) any occurrences in, upon or at the Premises or the use or occupation of the Premises by the Tenant or by any of its employees, agents, independent contractors, subtenants or permitted occupiers.

4.17 No assignment or transfer of rights or obligations

4.17.1 The Tenant shall not assign or transfer any of the Tenant's rights, benefits and / or obligations *(whether in whole or in part)* arising under this Master Tenancy Agreement including the Tenant's right to the refund of any cash that has been furnished as security for the due observance and performance by the Tenant of any of the terms and conditions of this Master Tenancy Agreement.

4.18 No assignment of the Premises

4.18.1 The Tenant shall not assign, transfer, mortgage, charge, sublet, license or part with or share possession of, or otherwise dispose of, the whole or any part of the Premises, except with the prior written approval of the Landlord or in accordance with Clause 4.18.1B. The Landlord's consent shall not be unreasonably withheld where the Tenant's request relates to any of the Exceptional Conditions (as defined in **Clause 6.2B.1**).

4.18.1A Without prejudice to Clause 4.18.1, the Tenant shall procure and ensure that any agreement with any third party relating to proprietary interest of the Premises shall terminate upon the expiry or termination of this Master Tenancy Agreement.

4.18.1B Subject to the Tenant's compliance with Clause 4.18.1A, the Tenant may sublet or license the whole or any part of the Premises without the prior written approval of the Landlord.

4.18.2 Subject to **Clause 4.18.1**, the Tenant shall notify the Landlord of any changes to any sublettings (or further sublettings by any subtenant) and submit to the Landlord a list (containing such particulars as the Landlord may require) of all the subtenants (or further subtenants) as and when required by the Landlord.

4.18.3 Where there is a change only of the Tenant's name, the Tenant shall notify the Landlord of the change within thirty (30) days after the date of such change.

4.18.4 Where the Tenant is a company (except for a public listed company), any change in the management control or majority shareholders of the Tenant made without the prior written consent of the Landlord will be treated as an assignment in breach of **Clause 4.18**.

4.19 No illegal foreign workers or foreigners on the Premises

4.19.1 The Tenant shall not permit any foreign workers or foreigners to stay in the Premises without ensuring that the said foreign workers or foreigners have obtained the requisite permits from the relevant authorities to stay in Singapore.

5. Landlord's Covenants

The Landlord hereby covenants with the Tenant as follows:

5.1 Tenant's quiet enjoyment

Upon the Tenant paying the Rent and all other monies payable under this Master Tenancy Agreement, and observing and performing the Tenant's covenants and obligations under this Master Tenancy Agreement, the Tenant shall peaceably hold and enjoy the possession of the Premises during the Term without disturbance by the Landlord or any person rightfully claiming under or in trust for the Landlord.

PROVIDED ALWAYS and it is hereby agreed as follows:

6. Other Terms

6.1 Approved Works Belong to Landlord

6.1.1 All Approved Works and all changes and improvements resulting from such Approved Works carried out on or to the Premises by the Tenant shall belong to the Landlord and remain the property of the Landlord and shall not be removed or demolished by the Tenant upon the expiry or earlier termination of the tenancy granted under this Master Tenancy Agreement <u>unless otherwise required by the Landlord in writing</u>, and the Landlord shall not be required to

compensate the Tenant in any manner whatsoever for any of these Approved Works, changes or improvements.

6.2 Re-Entry and Termination

6.2.1 If and whenever during the Term:

(a) the Rent or any part thereof or any other monies payable under this Master Tenancy Agreement shall remain unpaid for **fourteen (14) days** after becoming due (whether formally demanded or not); or

(b) the Tenant breaches any covenant or other term in this Master Tenancy Agreement (other than a breach referred to in **Clause 6.2.1(a)**) which cannot be remedied, or (where the breach is capable of remedy) the Tenant fails to remedy the breach within the time period stipulated in the written notice given by the Landlord to the Tenant to remedy the breach; or

(c) the Tenant, being an individual, becomes bankrupt; or

(d) the Tenant, being a company, enters into liquidation whether voluntary or compulsory (save for the purpose of amalgamation or reconstruction), or has a receiver appointed, or proceedings are taken for its winding up; or

(e) the Tenant enters into an arrangement for the benefit of its creditors; or

(f) the Tenant has any distress or execution levied on its assets or goods; or

(g) the Funding Agreement has expired or is terminated;

then and in any of the above events, to the extent permitted by law, the Landlord may at any time thereafter, re-enter the Premises or any part thereof in the name of the whole, and thereupon the tenancy hereby granted shall absolutely determine but without prejudice to any rights or remedies that may have accrued to the Landlord in respect of any antecedent breach of any covenant or other term of this Master Tenancy Agreement by the Tenant including the breach in respect of which the re-entry is made.

6.2A Intentionally Left Blank

6.2B Tenant's Termination Right under Exceptional Conditions

6.2B.1 The Tenant may at any time during the Term, terminate this Master Tenancy Agreement by giving to the Landlord not less than six (6) months' notice in writing upon the occurrence of either of the following two (2) 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 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 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.

The termination of this Master Tenancy Agreement under this **Clause 6.2B** shall be without prejudice to any rights or remedies that may have accrued to the Landlord in respect of any antecedent breach of any covenant or other term of this Master Tenancy Agreement by the Tenant.

6.2B.2 The Tenant may elect to pay six (6) months' 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 Rent for the unfulfilled notice period ("**Rent in lieu of Notice for Exceptional Conditions**"), capped at 6 months' Rent. For the avoidance of doubt, where such notice period includes the Rent-Free Period (or any part thereof), and the Tenant would not have been obliged to pay Rent during the Rent-Free Period, Rent in lieu of Notice for Exceptional Conditions need not be paid in respect of the Rent-Free Period. The six (6) months' notice period or such shorter notice period applicable pursuant to this **Clause 6.2B** shall be referred to as the "**Applicable Notice Period for Exceptional Conditions**".

6.2B.3 The Tenant acknowledges, agrees and accepts that if and when this Master Tenancy Agreement is terminated pursuant to **Clause 6.2B** by the Tenant, such termination may result in costs, expenses and/or losses being suffered or incurred by the Landlord, and the Tenant shall, in addition to the Rent in lieu of Notice for Exceptional Conditions payable by the Tenant pursuant to **Clause 6.2B.2** (if applicable), pay a compensation sum equivalent to the amount of the Security Deposit (the "**Compensation Sum for Exceptional Conditions**") provided by the Tenant to the Landlord under this Master Tenancy Agreement on or prior to the expiry of the Applicable Notice Period for Exceptional Conditions as compensation for such costs, expenses and/or losses. The Landlord shall be entitled to apply the entire Security Deposit towards payment of the Compensation Sum for Exceptional Conditions on the expiry of the Applicable Notice Period for Exceptional Conditions, and any shortfall shall be payable by the Tenant on or prior to the expiry of the Applicable Notice Period for Exceptional Conditions. The termination of this Master Tenancy Agreement and the payment of the Compensation Sum for Exceptional Conditions pursuant to this **Clause 6.2B** shall not affect any outstanding amounts owing by the Tenant to the Landlord under this Master Tenancy Agreement.

6.2B.4 **Clause 4.14** shall apply in the event this Master Tenancy Agreement is terminated pursuant to this **Clause 6.2B**, and the Tenant shall deliver vacant possession of the Premises to the Landlord on the expiry of the Applicable Notice Period for Exceptional Conditions.

6.2B.5 The provisions of this **Clause 6.2B** shall continue to apply notwithstanding the earlier termination of this Master Tenancy Agreement.

6.3 Landlord's right over Tenant's property left on the Premises

6.3.1 If any property of the Tenant should remain in or upon the Premises after the Tenant has vacated the Premises at the expiry or earlier termination of the tenancy granted under this Master Tenancy Agreement, and the Tenant shall fail to remove the same within twenty-eight (28) days after being requested by the Landlord in writing to do so, then the property shall be deemed abandoned by the Tenant, and shall be forfeited to the Landlord. The Landlord or its agent,

the Singapore Land Authority, may without being liable for any loss or damage occasioned thereby to the Tenant:

(a) remove all property in and outside the Premises and all costs and expenses incurred including storage costs (if any) shall be payable by the Tenant forthwith on demand by the Landlord; and

(b) sell or otherwise dispose of or deal with such property in any manner as it deems fit and apply the net proceeds thereof to pay for any sums payable by the Tenant to the Landlord and pay the balance (if any) to the Tenant.

All costs and expenses incurred in the removal, storage or disposal of such property shall be recoverable from the Tenant on demand, with such costs and expenses to be decided upon by the Landlord at its sole discretion. For the purpose of this **Clause 6.3.1**, a statement from the Landlord of the costs and expenses incurred in the removal, storage or disposal of such property shall be final and binding on the Tenant. For the avoidance of doubt, if the Tenant fails to pay the costs and expenses on demand, the Landlord will be entitled to deduct these costs and expenses from the Security Deposit under **Clause 4.6**.

6.3.2 The Tenant shall fully indemnify the Landlord and the Singapore Land Authority against any liability incurred by the Landlord or the Singapore Land Authority to any third party whose property shall have been sold or otherwise disposed of by the Landlord in the mistaken belief that such property belonged to the Tenant and was liable to be dealt with as such pursuant to **Clause 6.3.1**.

6.4 Landlord not liable

6.4.1 To the extent permitted by law, the Landlord and its agent, the Singapore Land Authority, are not liable to the Tenant and the Tenant shall not claim against the Landlord or the Singapore Land Authority for any cost, expenses, losses or damages suffered or incurred by the Tenant directly or indirectly caused by, resulting from or in connection with:

(a) any accident happening on the Premises; or

(b) any death or injury sustained on the Premises; or

(c) any damage or loss to any chattel sustained on the Premises; or

(d) any act, default, omission or neglect of the Landlord or the Singapore Land Authority or any employee, agent or independent contractor of the Landlord or the Singapore Land Authority.

6.5 Fitness for Occupation

6.5.1 In case the Premises or any part thereof shall at any time during the continuance of this Master Tenancy Agreement be destroyed or damaged by fire, lightning, riot, explosion or any other inevitable cause beyond the Tenant's control so as to be unfit for occupation and use, then and in every such case the Rent hereby reserved or a just and fair proportion thereof as the Landlord may determine according to the nature and extent of the damage sustained shall be suspended and shall cease to be payable in respect of any period while the Premises continue to be unfit for occupation and use by reason of such damage.

6.5.2 In case the Premises be destroyed or damaged as stated in **Clause 6.5.1**, the Landlord, if it so thinks fit, shall be at liberty by giving notice in writing to determine the tenancy hereby granted, and upon such notice being given, the tenancy hereby granted shall absolutely cease and determine but without prejudice to any accrued right of action of the Landlord in respect of any antecedent breach of this Master Tenancy Agreement by the Tenant.

6.5.3 For the removal of doubt, the Tenant will not be entitled to any reduction or suspension of the Rent under this **Clause 6.5** if:

(a) the damage or destruction is caused by; or

(b) the insurance policies in relation to the Premises are affected by; or

(c) the payment of the policy monies under the insurance policies referred to in subsection (b) above are refused (entirely or partly) as a result of,

any act, omission, default or negligence of the Tenant or its employees, agents, independent contractors or any permitted occupier.

6.6 Disclosure of Information

6.6.1 Either Party (including the Landlord's agent, the Singapore Land Authority), shall be entitled, at any time, and from time to time, and without reference to the other Party, to disclose (whether in writing or otherwise) to any third party (including without limitation any subtenants or occupiers at the Premises) any of the following information relating to the tenancy granted under this Master Tenancy Agreement:

(a) the names and particulars of the Parties;

(b) the names and particulars of the subtenants and occupiers of the Premises (if any) as well as the business(es) carried out by any of them at the Premises;

(c) the Term of the tenancy granted under this Master Tenancy Agreement (and whether this Master Tenancy Agreement contains a provision for the grant of another term);

(d) the description and particulars of the Premises (including the Approved Use thereof and the business(es) carried out by the Tenant at the Premises);

(e) either Party's breach or purported breach of any of the provisions of this Master Tenancy Agreement; and/or

(f) the actions or proposed actions to be taken by either Party against the other Party.

Save as aforesaid, either Party shall not without the prior written consent of the other Party, disclose any information relating to the tenancy granted under this Master Tenancy Agreement unless such information is required or permitted –

(i) by present and future laws, legislation, subsidiary legislation, statutes, orders, directions, by-laws, codes, rules (including rules of any relevant stock exchange), regulations and notices and requirements of any

relevant governmental, quasi-governmental, statutory, regulatory, administrative or supervisory body ("**Authority**"); or

(ii) in connection with any arbitral or judicial proceedings or any legal process issued by any court or any Authority.

6.6.2 Notwithstanding **Clause 6.6.1**, either Party (including the Landlord's agent, the Singapore Land Authority) shall be entitled, at any time, and from time to time, and without reference to the other Party, to disclose (whether in writing or otherwise) to any third party (including without limitation any subtenants or occupiers at the Premises) any information as the Party deems fit, relating to the tenancy granted under this Master Tenancy Agreement including the terms and conditions of this Master Tenancy Agreement PROVIDED ALWAYS that any such disclosure under this **Clause 6.6.2** shall **only** be for the purpose of facilitating any sale, disposal, letting or re-letting of the Premises (whether in whole or in part), or any transfer of this Master Tenancy Agreement (whether by assignment or novation), and for no other purpose.

6.7 Administrative fees, stamp duty and legal costs and expenses

6.7.1 The Tenant shall bear and pay immediately to the Landlord on demand, all of the following:

(a) fees payable by the Tenant under all laws and regulations of the Republic of Singapore, including but not limited to the following:

(i) (where the Tenant requires the Singapore Land Authority as agent of the Landlord to endorse any layout or building plan) a fee of S$30 for the endorsement of such layout or building plan, as provided for under the State Lands (Fees) Rules 2015; and

(ii) Intentionally Left Blank;

(b) (where **paragraphs 2.3.3** and/or **2.4** of Part B of the Code of Conduct apply) the Landlord's legal or administrative fees (at the Landlord's sole option) in accordance with the said paragraphs;

(c) the fees and expenses for stamping this Master Tenancy Agreement and any other related documents; and

(d) (on a reimbursement basis) 50% of all filing fees charged by the Fair Tenancy Industry Committee and incurred by the Landlord for the submission of any declaration of permitted deviations relating to this Master Tenancy Agreement in accordance with the Code of Conduct.

6.7.2 The Tenant shall pay immediately to the Landlord on demand all legal costs and expenses (on a full indemnity basis) incurred by the Landlord in connection with the enforcement of any of the provisions of this Master Tenancy Agreement.

6.7.3 Where **paragraph 2.3.4** of Part B of the Code of Conduct applies, the Landlord shall pay to the Tenant the Tenant's legal or administrative fees (at the Tenant's sole option) in accordance with the said paragraph.

6.8 Landlord's right to apportion and appropriate Tenant's payments

6.8.1 The Landlord shall be entitled to apportion and appropriate any payment made by the Tenant towards satisfaction of any arrears or monies due by the Tenant to the Landlord on the date of payment as the Landlord deems fit, notwithstanding any instructions by the Tenant to the contrary.

6.9 Landlord's right of set-off

6.9.1 Whenever under this Master Tenancy Agreement any sum of money (including liquidated damages and any other damages) shall be recoverable from or payable by the Tenant, the same may be deducted from any sum then due or which at any time thereafter may become due to the Tenant under this Master Tenancy Agreement or any other agreement with the Landlord, including the Security Deposit.

6.10 Payment

6.10.1 There shall be no refund or reduction of, or postponement in the payment of, the Rent and any other monies reserved under this Master Tenancy Agreement, notwithstanding any refusal or delays on the part of the relevant authorities in

granting any permissions, approvals and / or licences applied for by the Tenant in respect of the Premises or the Approved Works, or any subsequent revocation thereof, or any delay in carrying out and completing any of the Approved Works due to any reason whatsoever.

6.11 Additional Conditions of Tenancy

6.11.1 The Parties hereby agree to observe, perform and comply with all the additional conditions of tenancy set out in the attached **Schedules** and **Appendices** which shall form an integral part of this Master Tenancy Agreement.

7. General Terms

7.1 Notices

7.1.1 Any notice, correspondence or other document served under or otherwise in connection with this Master Tenancy Agreement shall be sufficiently served on:

(a) the Tenant, if delivered by hand or sent by registered post to the Tenant at the Premises or at the Tenant's registered office or by email to the email address(es) provided by the Tenant to the Landlord; and

(b) the Landlord, if delivered by hand or sent by registered post or by email to the **Collector of Land Revenue** at the address or (as the case may be) email address(es) set out below (or such other address or email address as may from time to time be notified to the Tenant):

Address: c/o

Ministry of Manpower

18 Havelock Road

#07-01

Singapore 059764

7.1.2 Any notice sent:

(a) by hand shall be deemed to be received upon written acknowledgement of receipt by an officer or other duly authorised employee, agent or representative of the receiving party;

(b) by registered post shall be deemed to be received two (2) days after the date of posting, and in proving it, it shall be adequate to show that the envelope containing the notice was addressed, stamped and posted; and

(c) by email shall be deemed to be received on the day the email is despatched, and in proving it, it shall be adequate to prove that the correct email address was used and the email was despatched.

7.2 Waiver

7.2.1 In no event shall any delay, failure or omission on the part of either of the Parties in enforcing or exercising any right, power, privilege, claim or remedy which is conferred by this Master Tenancy Agreement, at law or in equity, or arises from any breach of this Master Tenancy Agreement by the other Party, (i) be deemed to be or be construed as a waiver thereof or of any other such right, power, privilege, claim or remedy, in respect of the particular circumstances in question, or (ii) operate so as to bar the enforcement or exercise thereof, or of any other such right, power, privilege, claim or remedy, in any other instance at any time or times thereafter.

7.2.2 Any waiver (whether effected by a positive waiver or by a delay or failure in enforcement) by any Party hereto of its right, in any instance, to require compliance with any of the provisions of this Master Tenancy Agreement by the other Party shall not prevent that Party (subject to reasonable notice where a positive waiver has been granted) from subsequently requiring such compliance in respect of that instance by the other Party.

7.3 Consent / Approval required of the Landlord

7.3.1 In the event that any consent or approval is required of the Landlord under any provision of this Master Tenancy Agreement, such consent or approval may be given or withheld by the Landlord at its absolute discretion. If given, the consent

or approval shall be in writing and on such terms and conditions as the Landlord shall at its absolute discretion deem fit to impose (including the payment of additional rent, fees and charges and the provision of additional security deposits).

7.4 Exclusion of Warranty as to Use

7.4.1 Nothing in this Master Tenancy Agreement or in any consent granted by the Landlord or its agent, the Singapore Land Authority, under this Master Tenancy Agreement is to imply or warrant that the Premises may lawfully be used under the Planning Act 1998 for the Approved Use or for any use or purpose subsequently authorised by the Landlord.

7.5 Unenforceability and Severability

7.5.1 In the event that any or any part of the terms, conditions, covenants or provisions contained in this Master Tenancy Agreement is held to be invalid, unlawful or unenforceable for any reason, such term, condition, covenant or provision shall to that extent be severed from this Master Tenancy Agreement, and the remaining terms, conditions, covenants and provisions shall continue to be valid and enforceable to the fullest extent permitted by law.

7.6 Landlord may transfer its Rights and Obligations

7.6.1 The Landlord is entitled to transfer (whether by an assignment or novation) its rights and obligations under this Master Tenancy Agreement.

7.6.2 Upon such transfer, the Tenant shall be deemed to have consented to any such transfer, and shall accept the transferee as its new landlord and release the Landlord from all its obligations under this Master Tenancy Agreement, particularly the Landlord's obligation to refund the Security Deposit and any other sums under this Master Tenancy Agreement. If required by the Landlord, the Tenant shall become a party to, and execute any agreement with the Landlord and its transferee relating to the transfer, and the agreement will be prepared by, and at the cost and expense of, the Landlord.

7.7 Entire Agreement

7.7.1 This Master Tenancy Agreement contains the entire and whole agreement between the Parties in relation to the letting of the Premises and supersedes all prior written or oral commitments, representations, arrangements, understandings or agreements between them. To avoid doubt, nothing in this Clause 7.7.1 shall affect the validity of the CFP Contract and the Funding Agreement.

7.7.2 Notwithstanding the CFP Contract and the Funding Agreement, each Party warrants to the other that it has not entered into this Master Tenancy Agreement on the basis of any prior written or oral commitments, representations, arrangements, understandings or agreements between them.

7.8 No representation

7.8.1 Notwithstanding the CFP Contract and the Funding Agreement, the Tenant acknowledges that this Master Tenancy Agreement has not been entered into in reliance wholly or partly on any statement or representation made by or on behalf of the Landlord except any such statement or representation expressly set out in this Master Tenancy Agreement.

7.9 Variation

7.9.1 Any amendment to this Master Tenancy Agreement shall not be valid unless mutually agreed to in writing by the Parties. A variation made in accordance with this Clause shall not require consideration for the variation to be binding and enforceable.

7.10 Governing Law and Dispute Resolution

7.10.1 This Master Tenancy Agreement is subject to, governed by and interpreted in accordance with the laws of the Republic of Singapore for every purpose.

7.10.2 The Parties hereby agree that the courts of the Republic of Singapore shall have exclusive jurisdiction to settle any dispute, claim, question or disagreement arising out of or relating to this Master Tenancy Agreement or its subject matter or formation. Each Party irrevocably submits to the jurisdiction of such courts.

7.10.3 Nothing in **Clause 7.10.2** shall prejudice any right of a Party under Part 4 (Dispute Resolution) of the Lease Agreements for Retail Premises Act 2023.

7.11 Contracts (Rights of Third Parties) Act 2001

7.11.1 This Master Tenancy Agreement does not create any right under the Contracts (Rights of Third Parties) Act 2001, which is enforceable by any person who is not a party to it except and to the extent which **Clause 7.11.2** expressly provides for the aforesaid Act to apply to the terms of **Clause 4.16**, **Clause 6.3**, **Clause 6.4**, and **Clause 6.6**.

7.11.2 The Singapore Land Authority may enjoy the benefit of or enforce the terms of **Clause 4.16**, **Clause 6.3**, **Clause 6.4**, and **Clause 6.6** in accordance with the provisions of the Contracts (Rights of Third Parties) Act 2001.

7.12 Cumulative Remedies

7.12.1 The rights and remedies of the Parties under this Master Tenancy Agreement are cumulative and are in addition and without prejudice to any rights or remedies a Party may have at law or in equity. Further, no exercise by a Party of any one right or remedy under this Master Tenancy Agreement shall operate so as to hinder or prevent the exercise by it of any other right or remedy under this Master Tenancy Agreement or any other right existing at law or in equity.

7.13 Material Adverse Change

7.13.1 If the Tenant's operation of the Premises for the Approved Use is prevented, obstructed or hindered by a Material Adverse Change, the Parties shall attempt in good faith to renegotiate the terms of the letting of the Premises, provided always that such renegotiation shall be without prejudice to the Landlord's rights and remedies under this Master Tenancy Agreement. In this **Clause 7.13.1**, "**Material Adverse Change**" means any occurrence, circumstance or event which is beyond the Tenant's control (including without limitation compliance by the Tenant with the requirements of any law, regulation, by-law or requirements of a public authority resulting in the closure of the Premises due to public health interest).

7.13.2 For the avoidance of doubt, failure of the Tenant's employees, contractors or subcontractors to perform their obligations shall not be regarded as a Material Adverse Change beyond the control of the Tenant.

IN WITNESS WHEREOF the Parties have entered into this Master Tenancy Agreement on the date and year first above written.

SIGNED by:
Name of Authorised Signatory:
Designation:
NRIC No./FIN:
For and on behalf of the Tenant

In the presence of:
Name: _____
NRIC No./FIN: _____

SIGNED by:
Collector of Land Revenue
For and on behalf of the Government of the Republic of Singapore

In the presence of:
Name: _____
NRIC No./FIN: _____

SCHEDULE 1

1. Premises

1.1 The "**Premises**" means all that land comprised in **State land Lot 07077Kpt, 99395Apt and 06459Kpt** of **MK 23** at **7 Kaki Bukit Ave 3 & 4 , S415814** in the Republic of Singapore with an approximate land area of **15,853** square metres, shown edged in red on the attached plan marked **Annex A** (the "**Plan**") together with the Buildings (as defined in **paragraph 1.2** below) now erected thereon.

1.2 In this Master Tenancy Agreement, the "**Buildings**" mean all the buildings now erected on the Premises and forming part of it, with a total GFA of 2,998.12 square metres.

2. Approved Use of Premises

2.1 The "**Approved Use**" of the Premises means the use of the Premises by the Tenant as a **recreation centre for migrant workers** only.

3. Term

3.1 The "**Term**" is the period commencing on **1 January 2026** and ending on **31 December 2028**.

4. Rent

4.1 The "**Rent**" is a sum of Singapore dollars **seventeen thousand eight hundred dollars (S$17,800)** per month. This sum is exclusive of any Goods and Services Tax chargeable thereon.

4.2 Subject to **Clause 4.1.2**, the Rent shall be payable in advance, on a monthly basis, on the **1st day** of each month during the Term.

5. Payments

5.1 Any payment of Rent for less than a month is to be apportioned on a daily basis.

6. Rent – Free Period

6.1 There shall be no Rent-Free Period granted under this Master Tenancy Agreement.

7. Security Deposit

7.1 The e-Guarantee to be issued as Security Deposit under **Clause 4.6.1** shall be for a sum of Singapore dollars **seventeen thousand eight hundred** (**S$17,800**).

7.2 The e-Guarantee shall include the values for the data fields as set out in the table below:[1]

S/No.	Field	Value
1.	Guarantee Template Reference	GOV_UT
2.	Case Reference No.	KBMTA202501
3.	Beneficiary Name	MOM
4.	Guarantee Currency	SGD
5.	Guaranteed Sum	17,800
6.	Effective Date	1 Jan 2026
7.	Expiry Date	31 Mar 2029
8.	Auto Extension Period	To be left blank
9.	Final Extension Period	To be left blank
10.	Purpose of Guarantee	To be left blank

[1] For more information on the template and regarding applications for such a guarantee, the Tenant may visit www.eguarantee.gov.sg.

SCHEDULE 2

1. Industrial All-Risks Insurance

1.1 The Tenant shall insure and keep insured, at all times during the Term, the Premises (which shall include any Approved Works carried out by the Tenant to the Premises during the Term, and the changes and improvements made to the Premises resulting therefrom) against any or all risks of physical loss or damage (including but not limited to fire, flood, water damage, riot, explosion, lightning, storm damage, vandalism, theft and burglary, falling trees, landslip and subsidence), for a sum of Singapore dollars **three million and three hundred thousand** (**S$3,300,000**) (or such higher amount as may be stipulated by the Landlord). The policy shall be taken out in the **joint names of the Tenant, the subtenant to whom the entirety of the Premises have been sublet, the "Government of the Republic of Singapore" and the "Commissioner of Lands**", with a licensed insurer as defined under the Insurance Act 1966 carrying on the business of general insurance in Singapore, and the Tenant shall pay all premiums and sums of money necessary in respect of the policy.

1.2 On or before the signing of this Master Tenancy Agreement, or within such later period as may be agreed in writing by the Landlord, the Tenant shall provide the Landlord and its agents with a copy of the policy, for their retention.

1.3 Whenever required by the Landlord, the Tenant shall produce to the Landlord and its agents, the policy and the receipts for every payment made by it under the policy.

1.4 In the event of any loss or damage referred to in **paragraph 1.1** above, the Tenant shall as soon as possible and without delay notify the Landlord and the insurer of the same and submit claims to the insurer for the loss or damage, in accordance with the terms of the policy.

1.5 Unless otherwise directed in writing by the Landlord, the Tenant shall cause all monies received from such policy to be immediately and first laid out in rebuilding and re-instating the Premises (in priority to repairing, replacing and/or making good any loss or damage to any fixtures or items belonging to the Tenant), and the Tenant shall make up any deficiency out of its own money.

2. Other Insurances

2.1 The Tenant shall take out and maintain at all times during the Term, a public liability insurance policy against claims for personal injury, death, damage to or loss of property arising out of or in connection with (i) any works on or to or affecting the Premises, including without limitation the construction of any buildings and structures, and any additions and alterations, and (ii) the use or occupation of the Premises or any part of the Premises by the Tenant or by any of its employees, agents, independent contractors, invitees or licensees. The policy must be taken out and maintained at the Tenant's own cost and expense in the **joint names of the Tenant, the subtenant to whom the entirety of the Premises have been sublet, the "Government of the Republic of Singapore" and the "Commissioner of Lands"** with a licensed insurer as defined under the Insurance Act 1966 carrying on the business of general insurance in Singapore, for a sum of at least Singapore Dollars **one Million three hundred thousand** (**S$1,300,000**). The insurance policy shall include a Cross-Liability endorsement.

2.2 On or before the signing of this Master Tenancy Agreement, or within such later period as may be agreed in writing by the Landlord, the Tenant shall provide the Landlord and its agents with a copy of the policy, for their retention.

2.3 Whenever required by the Landlord, the Tenant shall produce to the Landlord and its agents, the policy and the receipts for every payment made by it under the policy.

2.4 If the Tenant shall at any time fail to keep the Premises insured as required in **paragraph 2.1** of this **Schedule 2**, the Landlord may do all things necessary to effect and maintain such insurance and any money expended for that purpose shall be repaid by the Tenant to the Landlord who may recover the same as rent in arrears.

2.5 In the event of any personal injury, death, or damage to or loss of property referred to in **paragraph 2.1** above, the Tenant shall as soon as possible and without delay notify the Landlord and the insurer of the same and submit claims to the insurer for the injury, death, loss or damage, in accordance with the terms of the policy.

SCHEDULE 3

1. Additional Rent and Approval for Intensification of Land Use

1.1 The Tenant shall obtain the Landlord's prior written approval for any intensification of land use of the Premises. For the purposes of this Master Tenancy Agreement, "**intensification of land use**" means any use of the Premises which, in the opinion of the Collector of Land Revenue, would entitle the Landlord to increase the Rent and/or Security Deposit, including but not limited to the following:

(a) any works which result in the Premises exceeding the surveyed GFA of the Buildings certified by the Landlord's registered surveyor ("**Surveyed GFA**"), or if no Surveyed GFA is available, the total GFA stipulated in **paragraph 1.2** of **Schedule 1** ("**Estimated GFA**") (e.g. through placement of containers on the Premises);

(b) any change of the Approved Use and/or variation of the Surveyed GFA, or if no Surveyed GFA is available, the Estimated GFA; and

(c) setting-up of an outdoor refreshment area on the Premises.

1.2 The Tenant shall pay additional rent and/or security deposit chargeable by the Landlord for any approved intensification of land use of the Premises, such additional rent and/or security deposit to be determined by, and payable with effect from the date specified by, the Landlord at its absolute discretion, and with effect from such date, the Rent and/or Security Deposit payable under this Master Tenancy Agreement shall be increased by an amount equivalent to such additional rent and/or security deposit and all references to the "Rent" and/or the "Security Deposit" (as the case may be) in this Master Tenancy Agreement shall refer to the increased Rent and the increased Security Deposit respectively.

1.3 For the avoidance of any doubt, if any of the Approved Works results in any intensification of land use of the Premises, the Landlord shall be entitled at any time to increase the Rent and/or the Security Deposit and require the Tenant to pay such increased Rent and/or increased Security Deposit in accordance with the provisions of this **paragraph 1**.

2. Adjustment of Rent

2.1 Instead of appointing a registered surveyor to carry out a survey to determine the GFA of the Buildings, the Landlord and the Tenant hereby agree to accept the certified floor plan(s) and/or building plan(s) from the Singapore Land Authority which indicate the GFA of the Buildings, such GFA is as set out in **Schedule 1** of this Master Tenancy Agreement.

3. Surrender of Part(s) of Premises

3.1 The Tenant shall surrender to the relevant authorities without compensation any part or parts of the Premises as may be required by them from time to time for roads and/ or drainage or any other redevelopment as may be declared or notified to the Tenant in a written notice by the relevant authorities and the Tenant shall accept as conclusive evidence that such part(s) of the Premises are required for the purpose declared or notified in the said notice. For the purposes of this **paragraph 3.1**, the phrase "**any other redevelopment**" means works that are for public benefit, public use or for public purpose.

3.2 Upon receipt of the aforesaid written notice, the Tenant shall have the option of:

(a) terminating the tenancy by giving to the Landlord six (6) months' notice in writing provided that:

(i) more than 50%of the Surveyed GFA, or if no Surveyed GFA is available, the Estimated GFA, has to be surrendered by the Tenant to the relevant authorities; or

(ii) as a result of the surrender, the Tenant is no longer able to use the Premises for the Approved Use; or

(b) continuing with the tenancy whereupon the Landlord shall adjust the Rent and/or Security Deposit payable by the Tenant under **Clauses 4.1** and **4.6** of this Master Tenancy Agreement, respectively, for the remaining tenancy, if the Landlord determines that the circumstances merit an adjustment, taking into account the assessment by the Collector of Land Revenue and any other relevant factors.

4. Amendment of Boundaries

4.1 Notwithstanding anything set out in this Master Tenancy Agreement, the Landlord reserves the right to re-define in any way it deems fit any boundary of the Premises at any time without prior notice Provided Always that –

(a) the right to re-define the boundary under this paragraph shall not extend to, or affect, any Building erected on the Premises; and

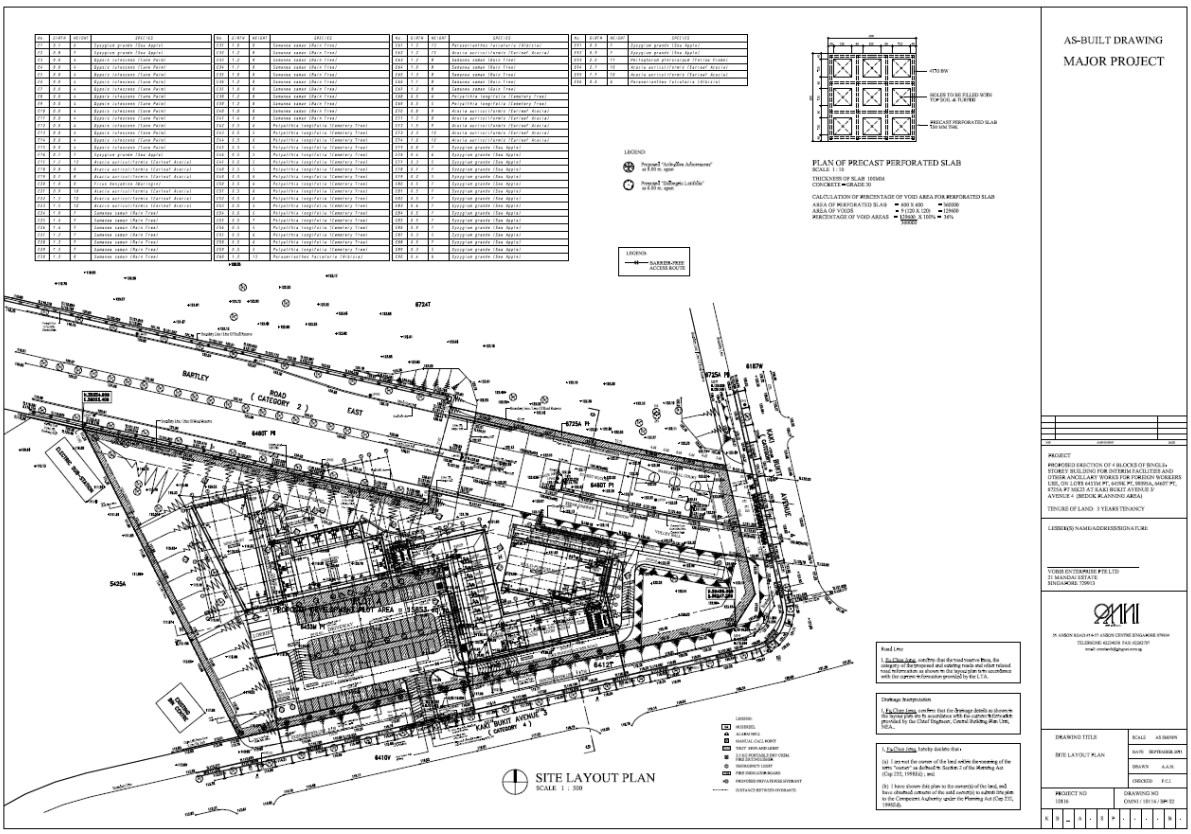
(b) where the right under this **paragraph 4** is exercised by the Landlord and the boundary of the Premises is re-defined by the Landlord, the Landlord may adjust the Rent and/or Security Deposit payable by the Tenant under **Clauses 4.1** and **4.6** of this Master Tenancy Agreement, respectively, for the remaining tenancy, if the Landlord determines that the circumstances merit an adjustment, taking into account the assessment of the Collector of Land Revenue and any other relevant factors.

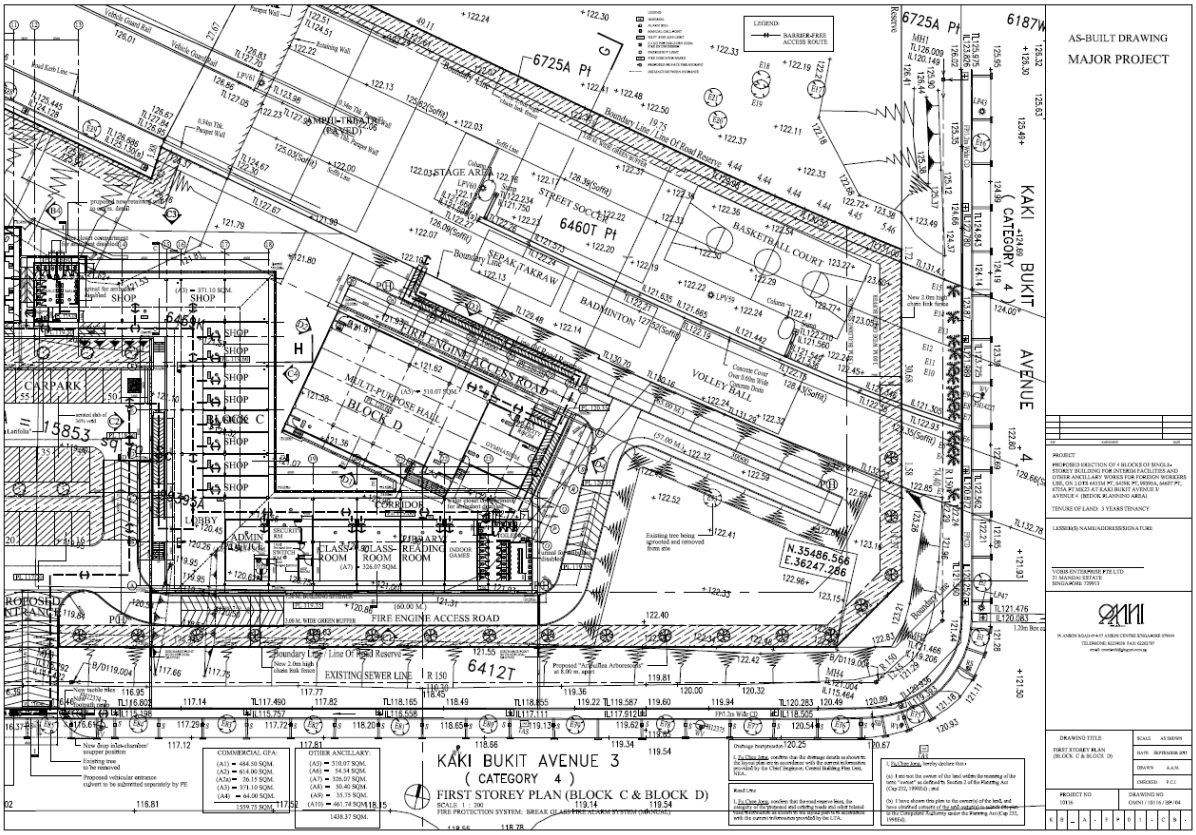
5. Additional Conditions relating to the Approved Use, Safety and Proper Use of the Premises

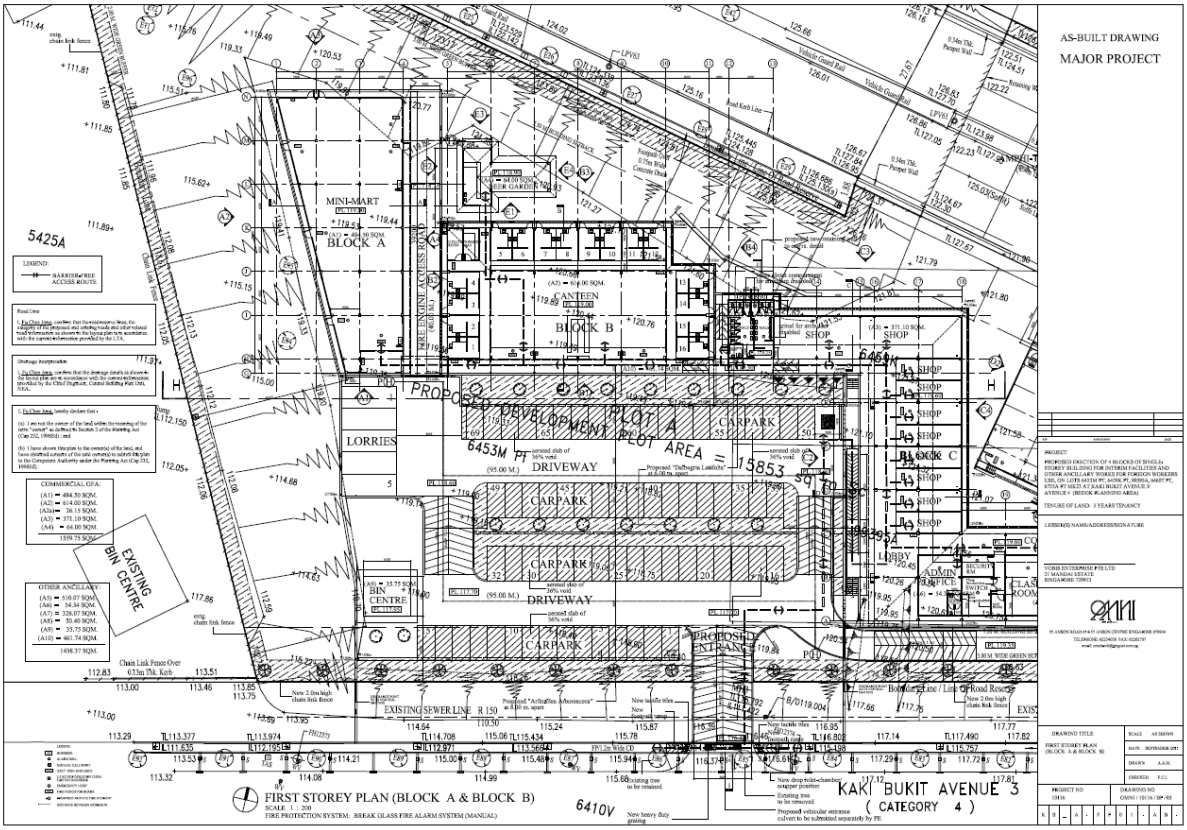
5.1 The Tenant shall also observe, perform and comply with any additional requirements and rules which the Landlord may stipulate during the Term relating to the safety and proper use of the Premises under this Master Tenancy Agreement.

Appendix

Annex A – Site Plan for Kaki Bukit Recreation Centre


AS-BUILT DRAWING
MAJOR PROJECT
PLAN OF PRECAST PERFORATED SLAB
SITE LAYOUT PLAN
SCALE 1 : 500
BARTLEY ROAD (CATEGORY 2)
KAKI BUKIT AVENUE 3 (CATEGORY 4)
LEGEND:
BARRIER-FREE ACCESS ROUTE


AS-BUILT DRAWING
MAJOR PROJECT
KAKI BUKIT AVENUE 3
(CATEGORY 4)
FIRST STOREY PLAN (BLOCK C & BLOCK D)
SCALE 1 : 200
FIRE PROTECTION SYSTEM: BREAK GLASS FIRE ALARM SYSTEM (MANUAL)
LEGEND:
BARRIER-FREE ACCESS ROUTE
6725A Pt
6187W
6460T Pt
6412T
STREET SOCCER
BASKETBALL COURT
BADMINTON
VOLLEY BALL
FIRE ENGINE ACCESS ROAD
MULTI-PURPOSE HALL
BLOCK D
CARPARK
LOBBY
ADMIN OFFICE
CLASS-ROOM
LIBRARY READING ROOM
CORRIDOR
EXISTING SEWER LINE
KAKI BUKIT AVENUE 4 (CATEGORY 4)
N.35486.566
E.36247.286


AS-BUILT DRAWING
MAJOR PROJECT
MINI-MART
BLOCK A
CANTEEN
BLOCK B
SHOP
BLOCK C
LORRIES
PROPOSED DEVELOPMENT PLOT A
PLOT AREA = 15853 sq.m.
CARPARK
DRIVEWAY
EXISTING BIN CENTRE
BIN CENTRE
LOBBY
ADMIN OFFICE
PROPOSED ENTRANCE
EXISTING SEWER LINE
KAKI BUKIT AVENUE 3
(CATEGORY 4)
FIRST STOREY PLAN (BLOCK A & BLOCK B)
SCALE 1 : 200
FIRE PROTECTION SYSTEM: BREAK GLASS FIRE ALARM SYSTEM (MANUAL)