

SALE AND PURCHASE AGREEMENT

This Agreement is made on 02/06/2025 between:

- (1) **Golden Village Multiplex Pte Ltd** (Company Registration No. 199000799W), a company incorporated in Singapore with its registered office at 3 Temasek Boulevard, #03-373 Suntec City Mall, Singapore 038983 (the "**Vendor**"); and
- (2) **Lion (Singapore) Pte. Limited** (Company Registration No. 196700510W), a company incorporated in Singapore with its registered office at 438 Alexandra Road #21-00 Alexandra Point Singapore 119958 (the "**Purchaser**").

Whereas

- (A) The Vendor is the legal and beneficial owner of the 99 years' leasehold interest commencing on 1 April 1990 in the Property (as defined below).
- (B) The Vendor has agreed to sell and the Purchaser has agreed to purchase the Property upon the terms and subject to the conditions of this Agreement.

It is agreed as follows:

1. DEFINITIONS

- 1.1 **Definitions:** In this Agreement, the Schedules, the Annexures and the Appendices, unless the subject or context otherwise requires, the following words and expressions shall have the following meanings respectively ascribed to them:

"**Additional Purchase Price**" shall have the meaning ascribed to it in **Clause 3.1**.

"**Authorities**" mean any and/ or all relevant governmental, quasi-governmental, statutory or regulatory authorities, and "**Authority**" means any one of them.

"**Balance Purchase Price**" shall have the meaning ascribed to it in **Clause 3.4**.

"**Building**" means the building known as "Yishun 10" situated on Land Lot 1638L of Mukim 19.

"**Building Certifications**" shall have the meaning ascribed to it in **Clause 5A.2**.

"**Building Plan Approval**" shall have the meaning ascribed to it in **Clause 3.1**.

"**Business Day**" means a day other than a Saturday, Sunday or any gazetted public holiday in Singapore and Hong Kong.

"**Completion**" means the completion of the sale and purchase of the Property pursuant to **Clause 11**.

"**Completion Date**" means subject to fulfilment of the conditions set out under **Clauses 3B and 3C**, the date falling two (2) weeks from the date of the notice received by the Purchaser from the Vendor that the conditions set out under **Clauses 3B and 3C** have been fulfilled (or such other date as may be agreed in writing between the Parties).

"**Deposit**" shall have the meaning ascribed to it in **Clause 3.2**.

"**Deposit Stakeholders**" shall have the meaning ascribed to it in **Clause 3.3**.

"Encumbrance" means any caveat (save for any caveat lodged by the Purchaser or any persons claiming an interest in the Property through the Purchaser), mortgage, charge, debenture, pledge, lien, security interest or encumbrance or any other agreement or arrangement having substantially the same economic effect, including any retention of title arrangement or option affecting any of the titles to the Property.

"Equivalent Sum" shall have the meaning ascribed to it in **Clause 5A.1**.

"GST" means the goods and services tax (which includes any imposition, duty or levy) chargeable under the GST Act.

"GST Act" means the Goods and Services Tax Act 1993.

"Head Lease" means Lease 20595 dated 11 May 1995 registered under the Subsidiary Strata Certificate of Title.

"IRAS" means the Inland Revenue Authority of Singapore.

"Law Society Conditions of Sale" means The Law Society of Singapore's Conditions of Sale 2020.

"Lease Agreement" means the lease agreement to be entered into between the Parties on Completion for the lease of the Property the form of which is set out in **Annexure 1**.

"Long Stop Date" has the meaning ascribed to it in **Clause 3B.2**.

"MCST" means Management Corporation Strata Plan No. 1916.

"OSGHEHL" means Orange Sky Golden Harvest Entertainment (Holdings) Limited, a company limited by shares incorporated in Bermuda with registered number 20015, whose registered address is Clarendon House, 2 Church Street, Hamilton, HM 11, Bermuda, being the ultimate holding company of the Vendor.

"Parties" means the Vendor and the Purchaser, and **"Party"** means each or either of them.

"person" includes any individual, company, corporation, firm, partnership, joint venture, association, organisation, trust, state or agency of a state (in each case, whether or not having separate legal personality).

"Property" means 51 Yishun Central 1 #02-01 Singapore 768794 also known as Strata Lot U46662M and Accessory Lot A1W both of Mukim 19.

"Purchase Price" shall have the meaning ascribed to it in **Clause 3.1**.

"Purchaser's Solicitors" means Rajah & Tann Singapore LLP of 9 Straits View #06-07, Marina One West Tower, Singapore 018937.

"SGM" shall have the meaning ascribed to it in **Clause 3C.1(a)**.

"S\$" means the lawful currency of Singapore.

"Subsidiary Strata Certificate of Title" means Subsidiary Strata Certificate of Title Volume 398 Folio 189 in respect of the Property.

"Title Warranties" means the representations and warranties set out in paragraphs 1.1 and 1.2 of **Schedule 1** herein.

"Vendor's Solicitors" means One Legal LLC of 5 Shenton Way #10-01 UIC Building Singapore 068808.

"Vendor's Solicitors' CVY Account" means the Vendor's Solicitors' conveyancing account as follows:

Account Name: **SING INVESTMENTS & FINANCE LIMITED FOR ACCOUNT OF ONE LEGAL LLC-CVY**
Account Number: **101-330-037-8**
Bank: **UNITED OVERSEAS BANK LIMITED**
Bank Address: **80 Raffles Place UOB Plaza Singapore 048624**
Bank Code: **7375**
Branch Code: **001**
Swift Code: **UOVBSGSG**
Message to Beneficiary: **CONVEYANCING A/C NO. 001-5-00121-0**

"Vendor's Plant and Equipment" means the plant, mechanical and electrical equipment, fixtures and fittings located in or on or which otherwise relate to the Property and fixtures attached to the Property or any part thereof by, or by the direction of, or owned or controlled by the Vendor.

"Vendor's SF Amount" shall have the meaning ascribed to it in **Clause 5A.1**.

"Vendor's Warranties" means the Vendor's representations and warranties set out in **Clause 13.1** and **"Vendor's Warranty"** means any one of them.

- 1.2 Any reference in this Agreement, the Schedules, the Appendices and the Annexures to a statutory provision shall include that provision and any regulations made in pursuance thereof as from time to time modified or re-enacted, whether before or after the date of this Agreement, so far as such modification or re-enactment applies or is capable of applying to any transactions entered into prior to Completion and (so far as liability thereunder may exist or can arise) shall include also any past statutory provision or regulation (as from time to time modified or re-enacted) which such provision or regulation has directly or indirectly replaced.
- 1.3 The headings in this Agreement are inserted for convenience only and shall be ignored in construing this Agreement. Unless the context otherwise requires, words (including words defined herein) denoting the singular number only shall include the plural and vice versa and words denoting the neuter gender only shall include the feminine and masculine gender or vice versa. The words **"written"** and **"in writing"** include any means of visible reproduction. The word **"month"** means a calendar month. Unless otherwise specified, references to **"Clauses"**, **"Schedules"**, **"Appendices"** and **"Annexures"** are to be construed as references to the clauses of, and the schedules, appendices and annexures to, this Agreement. Any reference to a sub-clause or a paragraph is a reference to a sub-clause or paragraph of the clause in which such reference appears. References to times of day are to Singapore time unless otherwise stated.
- 1.4 The Schedules, Appendices and Annexures hereto shall be taken, read and construed as parts of this Agreement and the provisions thereof shall have the same force and effect as if expressly set out in the body of this Agreement.
- 1.5 This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting or causing any instrument to be drafted.

2. SALE AND PURCHASE

- 2.1 The Vendor shall sell the Property to the Purchaser and the Purchaser shall purchase the Property, upon and subject to:
- (a) the terms and conditions of this Agreement; and
 - (b) the Law Society Conditions of Sale so far as the same are applicable to a sale by private treaty and are not varied by or inconsistent with the terms and conditions of this Agreement.

- 2.2 In the event of any conflict between the Law Society Conditions of Sale and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail, provided always that no inconsistency is deemed to have arisen or shall be treated as having arisen by reason only that matters addressed in the Law Society Conditions of Sale are not specifically addressed in this Agreement or vice versa.
- 2.3 In the application of the Law Society Conditions of Sale to this Agreement:
- (a) any reference to "**Scheduled Completion Date**" therein shall be construed to mean the Completion Date as defined in this Agreement; and
 - (b) any reference to "**Contract**" therein shall be construed to mean this Agreement.
- 2.4 The sale herein excludes the Vendor's Plant & Equipment.

3. PURCHASE PRICE

- 3.1 The purchase price payable by the Purchaser to the Vendor for the purchase of the Property shall be **\$S\$48,000,000.00** (exclusive of GST) (the "**Purchase Price**") **Provided Always that** in the event the Purchaser obtains the building permission for the redevelopment of the Building (the "**Building Plan Approval**") within 12 months from the Completion Date, the Purchaser hereby agrees to pay to the Vendor an additional sum of **\$S\$2,000,000.00** (the "**Additional Purchase Price**") for the purchase of the Property, together with GST thereon, within 5 Business Days of the date the Building Plan Approval is obtained by way of cashier's order(s) (and/ or any other means as may be agreed between the Parties in writing).
- 3.2 On the date of this Agreement, the Purchaser shall pay to the Vendor's Solicitors' CVY Account the sum of **\$S\$4,800,000.00** being the amount equivalent to 10% of the Purchase Price (the "**Deposit**") by way of bank transfer to the Vendor's Solicitors' CVY Account or cashier's order(s) made payable to "**One Legal LLC – CVY**".
- 3.3 Subject to the terms of this Agreement, the Deposit shall be held by the Vendor's Solicitors as stakeholders ("**Deposit Stakeholders**") until Completion. The Deposit Stakeholders shall release the Deposit to the Vendor on Completion or where applicable until (i) the Vendor shall be entitled to forfeit the same to its own benefit under the terms of this Agreement (in which case the Deposit shall be released by the Deposit Stakeholders to the Vendor), or (ii) the Purchaser shall be entitled to the refund of the Deposit under the terms of this Agreement (in which case the Deposit Stakeholders shall release the Deposit to the Purchaser's Solicitors), whichever the case may be. The Purchaser shall procure the Purchaser's Solicitors to counter-sign all pay-out forms required for the release of the Deposit (a) to the Vendor on Completion, (b) (where applicable) to the Vendor if the Vendor is entitled to forfeit the same to its own benefit under the terms of this Agreement or (c) (where applicable) to the Purchaser if the Purchaser is entitled to the refund of the Deposit under the terms of this Agreement.
- 3.4 On Completion, the Purchaser shall pay the balance sum of the Purchase Price being the amount equivalent to 90% of the Purchase Price (the "**Balance Purchase Price**"), by way of cashier's order(s) (and/ or any other means as may be agreed between the Parties in writing) to the Vendor or other party such as mortgagee(s)/ chargee(s) of the Property as the Vendor may direct, together with GST on the Purchase Price subject to the provisions of **Clause 6** below.
- 3.5 Where this Agreement is terminated or rescinded or Completion fails to occur in accordance with this Agreement, unless otherwise provided expressly in this Agreement, all sums paid by the Purchaser by way of the Deposit under this Agreement shall be forfeited and released to the Vendor for the Vendor's sole account within five (5) Business Days of the termination or rescission of this Agreement or failure of Completion, as the case may be.

3A. BUILDING PLAN APPROVAL

- 3A.1 The Purchaser shall use all best endeavors to achieve the Building Plan Approval within 12 months from the Completion Date.

3A.2 The Purchaser shall notify the Vendor in writing:

- (a) within 5 Business Days from the date the Purchaser makes the application for the Building Plan Approval; and
- (b) within 2 Business Days from the date it obtains the Building Plan Approval or the date it receives the rejection of the Building Plan Approval, as the case may be,

as well as update the Vendor of any material developments in connection with the application for the Building Plan Approval.

3B. VENDOR'S SHAREHOLDER'S APPROVAL

3B.1 The sale and purchase of the Property herein is subject to the Vendor's shareholders passing a resolution approving the said sale and purchase under the terms of this Agreement.

3B.2 The Vendor shall, at its own cost and expense, provide evidence of the resolution passed by its shareholders approving the sale and purchase of the Property to the Purchaser, no later than the date falling 3 months after the date of this Agreement (or such longer period as may be requested by the Vendor and agreed to by the Purchaser, such agreement not to be unreasonably withheld, delayed or conditioned) ("**Long Stop Date**").

3B.3 In the event that the Vendor's shareholders do not pass the resolution to approve the sale and purchase herein by the Long Stop Date, then the Purchaser shall be entitled to terminate this Agreement by furnishing a written notice of termination to the Vendor. The Vendor hereby undertakes to notify the Purchaser of the outcome of the resolution passed within 3 Business Days from the said resolution being passed.

3B.4 Upon the termination of this Agreement, the Purchaser shall, or shall procure the Purchaser's Solicitors to, forthwith (A) return to the Vendor all the physical documents and destroy all electronic copies of the documents relating to the Property, (B) forward to the Vendor the lodged withdrawal of caveat(s) in respect of any caveat(s) lodged with Singapore Land Authority against the Property by the Purchaser or any person claiming through the Purchaser and (C) counter-sign all pay-out forms required for the refund of the Deposit to the Purchaser, and the Deposit shall be refunded by the Vendor to the Purchaser free of interest within 5 Business Days after the Purchaser has fulfilled its obligations under this **Clause 3B.4**. Each Party hereto shall bear its own costs in the matter and neither Party shall have any claim or demand against the other for damages, cost or otherwise whatsoever.

3C. OSGEHL'S SHAREHOLDERS' APPROVAL

3C.1 Completion is subject to the following conditions being fulfilled on or before the Long Stop Date:-

- (a) the passing of the resolutions by shareholders of OSGEHL at the special general meeting of OSGEHL ("**SGM**") to approve this Agreement, the Lease Agreement and the transactions contemplated thereunder in accordance with the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited; and
- (b) no indication has been received from The Stock Exchange of Hong Kong Limited concerning (i) the objection of the sale or leaseback of the Property or (ii) the suspension, cancellation, revocation or withdrawal of the continuous listing status of the shares of OSGEHL for any reason due to the sale or leaseback of the Property.

Provided always that:-

- (i) the Vendor shall use all reasonable endeavours to ensure or procure the satisfaction of the conditions set out in **Clauses 3C.1(a) and 3C.1(b)** prior to the Long Stop Date; and

- (ii) the Purchaser shall use all reasonable endeavours to assist and provide such necessary information as may be reasonably requested by the Vendor and/or as may be required by the Stock Exchange of Hong Kong Limited.

3C.2 If for any reason either of the conditions set out in **Clause 3C.1** is not fulfilled by the Long Stop Date, this Agreement shall *ipso facto* cease and determine. Upon the termination of this Agreement, the Purchaser shall, or shall procure the Purchaser's Solicitors to, forthwith (A) return to the Vendor all the physical documents and destroy all electronic copies of the documents relating to the Property, (B) forward to the Vendor the lodged withdrawal of caveat(s) in respect of any caveat(s) lodged with Singapore Land Authority against the Property by the Purchaser or any person claiming through the Purchaser and (C) counter-sign all pay-out forms required for the refund of the Deposit to the Purchaser, and the Deposit shall be refunded by the Vendor to the Purchaser free of interest within 5 Business Days after the Purchaser has fulfilled its obligations under this **Clause 3C.2**. Each Party hereto shall bear its own costs in the matter and save as provided in **Clause 3C.3**, neither Party shall have any claim or demand against the other for damages, cost or otherwise whatsoever.

3C.3 For the avoidance of doubt, provided that the deed of undertaking is furnished as set out in **Clause 3D**, the non-fulfilment of any of the conditions in this **Clause 3C** shall not be considered a default on the part of the Vendor.

3D. UNDERTAKING

The Vendor shall furnish a deed of undertaking in the form set out in **Annexure 2** to be executed by Mr Wu Kebo in favour of the Purchaser within 5 Business Days after the date of this Agreement, undertaking that he shall vote in favour of the resolutions to be passed at the SGM.

4. TITLE

4.1 Subject to the title to the Property being properly deduced, the 99-year leasehold title commencing on 1 April 1990 to the Property shall commence with the Subsidiary Strata Certificate of Title. Save for the Subsidiary Strata Certificate of Title (or where title to the Property is "suppressed", the digitally signed Authorisation Form (Suppressed Title) (Authorisation to Release) in respect thereof), the Purchaser shall not require the delivery or production of any deeds or other documents which are not in the Vendor's possession nor shall the Purchaser raise any requisition or objection in respect thereof.

4.2 The title to the Property shall be free from Encumbrances on Completion.

4.3 The Property is sold subject to all covenants and conditions of the Head Lease, all quit and other rents (if any) and outgoings and incidents of tenure, party wall rights, rights of way and other rights, easements and restrictive and other covenants or conditions (if any) affecting the Property or its use and the Purchaser is deemed to have full knowledge and notice of the same and shall not be entitled to raise any objections or requisitions whatsoever in respect thereof nor shall any abatement in the Purchase Price or Additional Purchase Price or compensation be claimed by the Purchaser in respect thereof.

4.4 The Purchaser shall not require the production of any or any other evidence of numbering and renumbering of the Property, Certificate of Statutory Completion or Temporary Occupation Permit or building plans or approvals or consents by any relevant competent authority in respect of any additions and alterations, repair, maintenance and upgrading works in respect of the Property or the Building and no objection or requisition shall be raised by the Purchaser in respect thereof.

5. STATE AND CONDITION OF THE PROPERTY

The Property is sold on an "**as is, where is**" basis as at the date of this Agreement and the Purchaser having inspected the Property shall be deemed to have full knowledge and notice

of and, the Purchaser shall accept the present state and condition of the Property as at the date of this Agreement, as regards access, repair, maintenance, physical state, light, air, drainage, sewerage, utility services and in all other respects.

5A. SINKING FUND

5A.1 The Parties acknowledge that the Vendor has contributed to the sinking fund of the MCST and is required to contribute to the sinking fund of the MCST up to and including Completion. After Completion, the Purchaser shall procure the MCST to prepare an audited statement of the account of the MCST for the purpose of determining the amount standing to the credit to the sinking funds of the MCST as at the date of Completion and the aggregate amount of such sinking fund as at the date of Completion that is attributable to the Vendor ("**Vendor's SF Amount**"). The Purchaser hereby agrees to pay to the Vendor an amount equivalent to the Vendor's SF Amount ("**Equivalent Sum**") less the Deduction (if any) within 30 days after the completion of the said audit and (where applicable) after the finalisation of the Deduction. As used in this clause "**Deduction**" means the amount of the sinking fund attributable to the Vendor required to carry out any necessary works in the common property of the Building as determined by the MCST to obtain or comply with the Building Certifications and/or any directions, orders or directives of the BCA arising from the inspection report referred to in Clause 5A.3(ii). Without prejudice to the aforesaid, the Purchaser shall instruct the MCST to commence the preparation of the audit within 10 days of Completion.

5A.2 The Parties acknowledge that, as a result of due diligence investigations conducted by the Purchaser prior to the date of this Agreement, the Purchaser has identified that (i) the fire renewal certificate for the Building will expire on 29 June 2025 and (ii) a notice for periodic façade inspection for the Building dated 24 March 2025 from the Building and Construction Authority ("**BCA**") has been received by the MCST and forwarded by the MCST to the Vendor on 25 May 2025 (collectively, the "**Building Certifications**").

5A.3 The Vendor agrees and undertakes that it shall:

- (i) at its own costs and expense carry out all works within the Property such that the application for the renewal of the fire safety certificate, insofar as it relates to the Property, will not be delayed or rejected due to any non-compliance or breach attributable to the Property; and
- (ii) use all reasonable endeavours to procure the MCST to (a) obtain the renewal of the fire certificate for the Building no later than 29 June 2025 provided that the MCST (in respect of the common area of the Building) and the other registered proprietor(s) (in respect of the Building other than the Property and the common area of the Building) have also complied with all applicable requirements for the issue of the fire certificate, and (b) appoint a competent person to inspect the façade of the Building and submit the inspection report to BCA no later than 30 June 2025 or such later date as may be required by the competent person and agreed to by the Purchaser (such agreement not to be unreasonably withheld, delayed or conditioned).

6. GST

6.1 Unless explicitly stated otherwise in this Agreement, the Purchase Price, Additional Purchase Price and all other moneys payable by the Purchaser under this Agreement shall exclude any applicable GST. GST at the prevailing rate shall be borne and payable by the Purchaser in addition to the Purchase Price, Additional Purchase Price and all other moneys payable by the Purchaser under this Agreement.

6.2 Where GST is chargeable by the Vendor under the GST Act in respect of the sale of the Property the Vendor must, in exchange for payment by the Purchaser of the GST, issue and deliver to the Purchaser a GST tax invoice reflecting the amount of the GST payable by the Purchaser under this Agreement.

7. VENDOR'S CONDUCT PENDING COMPLETION

- 7.1 For the period from and including the date of this Agreement and prior to Completion or termination of this Agreement (whichever is earlier), the Vendor shall:
- (i) not create any new restrictions or easements which affect any of the Property (whether before, on or after Completion) or any new Encumbrances over any of the Property;
 - (ii) not sell or transfer any of the Property or grant any other option to sell or transfer any of the Property inconsistent with this Agreement;
 - (iii) in the normal and ordinary course of its business, maintain the Property in its state and condition as at the date of this Agreement (fair wear and tear excepted);
 - (iv) maintain the existing insurance on the Property, and not do anything or permit anything to be done which to its knowledge would render such existing insurance to be or become invalid, void or voidable;
 - (v) not carry out any additions, alterations or any other building works in relation to any of the Property (whether in whole or in part) without the prior written consent of the Purchaser (which shall not be unreasonably withheld, delayed or conditioned) or as required by the Purchaser (acting reasonably);
 - (vi) not enter into any agreement:
 - (a) with any adjoining owner or Authority undertaking construction, maintenance, repair or payment obligations in relation to any facilities or building works on any adjoining properties or the Property or any part thereof; or
 - (b) for airspace rights or rights of access which affect any of the Property; and
 - (vii) at its own cost and expense comply with:
 - (a) all relevant applicable laws, regulations, directives of the Authorities, requisitions, orders, notices and requirements, relating to the Property in respect of the period up to Completion; and
 - (b) any requirement for any order for the maintenance of or changes to the Property that are imposed by a notice or demand made before the Completion Date by any of the Authorities in respect of the period up to Completion.

8. LEASEBACK ON COMPLETION

- 8.1 The Property is sold subject to a leaseback of the Property to the Vendor by the Purchaser which shall commence from and including the Completion Date and on the terms set out in the Lease Agreement.
- 8.2 Each Party shall bear its own legal fees, administrative fees and any other fees/monies whatsoever payable (where applicable) in connection with the preparation and execution of the Lease Agreement, save for stamp duty payable on the Lease Agreement which shall be borne by the Vendor (as tenant).

9. PURCHASER'S RIGHT TO TERMINATE

In the event that as at the date of this Agreement and Completion, any of the Title Warranties under **Schedule 1** becomes untrue or incorrect in any respect, the Purchaser shall be entitled to rescind this Agreement by written notice to the Vendor and upon such written notice being delivered, the Purchaser shall, or shall procure the Purchaser's Solicitors to, forthwith (A) return to the Vendor all the physical documents and destroy all electronic copies of the documents relating to the Property, (B) forward to the Vendor the lodged withdrawal of

caveat(s) in respect of any caveat(s) lodged with Singapore Land Authority against the Property by the Purchaser or any person claiming through the Purchaser together with lodgement fees thereon, and (C) counter-sign all pay-out forms required for the refund of the Deposit to the Purchaser, and the Deposit shall be refunded by the Vendor to the Purchaser free of interest within 5 Business Days after the Purchaser has fulfilled its obligations as aforesaid. The rights of the Purchaser with respect to the Title Warranties shall not in any way be prejudiced or affected by the Purchaser electing not to exercise its rights of rescission under this clause.

10. RE-DEVELOPMENT

10.1 For the avoidance of doubt, the sale and purchase of the Property shall not be subject to or conditional upon:

- (a) any permission, approval, grants, permits or licences whatsoever being given by any government authority, regulatory authority or any person in relation to any development or re-development of the Property or the Building, or subdivision/strata subdivision, or alteration or addition or renovation, change of use or any other matter whatsoever in relation to the Property or the Building (whether in whole or part); or
- (b) any representation, warranty or assurance made or given as to the development guide plan, actual and/or potential and/or allowable gross plot ratio, gross floor area, as-built area, lettable floor area, saleable area, use, zoning, density, height limitation, or whether any development charge or differential land premium is payable or otherwise in relation to the Property or the Building.

11. COMPLETION

11.1 Subject to the other provisions of this Agreement, Completion shall take place at:

- (i) the offices of the Vendor's Solicitors;
- (ii) such other place as may be reasonably specified by the Vendor; or
- (iii) such other place as may be agreed between the Parties,

on the Completion Date.

11.2 On Completion, against compliance by the Purchaser of its obligations in **Clause 11.3**, the Vendor shall procure that the following shall be delivered to the Purchaser:

- (i) the instrument of transfer in respect of the Property, duly executed by the Vendor in favour of the Purchaser;
- (ii) the Subsidiary Strata Certificate of Title or the Authorisation Form – Suppressed Title duly executed by the existing mortgagee of the Property (as the case may be);
- (iii) (if applicable) discharge instrument(s) (in registrable form, if applicable) in respect of any Encumbrance on the Property and registration fees thereon;
- (iv) original duly executed Lease Agreement and the stamp duty payable on the Lease Agreement;
- (v) (where applicable) all as-built drawings relating to the Property in the Vendor's possession and control which have not already been delivered to the Purchaser;
- (vi) a copy of the draft notice of transfer to be electronically filed by or on behalf of the Vendor with IRAS within seven (7) Business Days after Completion;

- (vii) a GST tax invoice reflecting the full amount of the GST payable by the Purchaser on the Purchase Price; and
 - (viii) a letter of confirmation by the Vendor addressed to the Purchaser confirming that either:
 - (a) the Vendor is resident in Singapore for tax purposes; or
 - (b) the Vendor is not resident in Singapore for tax purposes, and the Vendor has not been assessed as property traders by IRAS.
- 11.3 Against compliance by the Vendor of its obligations in **Clause 11.2**, the Purchaser shall on Completion:
- (i) pay the Balance Purchase Price and the GST on the Purchase Price, by way of cashier's order(s) (and/ or any other means as may be agreed between the Parties) to the Vendor or such other party(ies) as the Vendor may direct; and
 - (ii) sign and deliver the duly executed duplicate Lease Agreement.

12. VENDOR'S REPRESENTATIONS AND WARRANTIES

- 12.1 The Vendor hereby warrants and represents to the Purchaser in the terms set out in **Schedule 1**, subject only to any matter expressly provided for in this Agreement.
- 12.2 Each of the Vendor's Warranties shall be separate and independent and shall not be limited by reference to any other paragraph of **Schedule 1** or by anything in this Agreement.
- 12.3 The Vendor further represents and warrants to and with the Purchaser that:
- (i) subject to **Clause 12.1**, the Vendor's Warranties are true and accurate in all material respects as at the date of this Agreement and will be true and correct in all material respects at Completion as if they had been given again at Completion; and
 - (ii) if after the signing of this Agreement and before Completion, any event or matter shall occur or arise of which the Vendor becomes aware which results or may result in any of the Vendor's Warranties being untrue or incorrect in any material respect at Completion, the Vendor shall notify the Purchaser in writing as soon as practicable. Any such notification shall not operate as a disclosure against the Vendor's Warranties and for the avoidance of doubt, the Vendor's Warranties shall not be subject to such notification.

13. CAPACITY OF EACH PARTY

- 13.1 The Vendor hereby represents and warrants that:
- (i) it is a company duly incorporated and validly existing under the laws of Singapore and has the power to own its assets and carry on its business as it is being conducted;
 - (ii) save for the approvals to be obtained pursuant to **Clauses 3B and 3C**, it has full capacity, authority and power to enter into and perform and comply with its obligations under this Agreement and such other instruments, documents and agreements as are incidental hereto or thereto and have been validly authorised by the appropriate corporate actions of the Vendor respectively;
 - (iii) save for the approvals to be obtained pursuant to **Clauses 3B and 3C**, all approvals and consents required under the provisions of the Companies Act 1967, any rule, regulation, law, act, statute, notification, constitution or direction from any relevant

competent Authority or body have been obtained to enable the Vendor to enter into, perform and deliver, as well as for the validity and enforceability of its obligations under, this Agreement and to complete the sale and purchase herein;

- (iv) its obligations under this Agreement and such other instruments, documents and agreements as are incidental hereto or thereto are legal, valid and binding obligations enforceable against it in accordance with its terms;
- (v) the Vendor is solvent and is able to pay its debts as they fall due, has not stopped or suspended payment of any of its debts and no step or application has been taken by any person for the winding up, dissolution or insolvency of the Vendor;
- (vi) the Vendor has taken no action in connection with this Agreement that would cause the Purchaser to be in violation of any applicable anti-bribery laws; and
- (vii) the operations of the Vendor in connection with this Agreement, have been conducted at all times in compliance with the applicable money laundering laws.

13.2 The Purchaser hereby represents and warrants that:

- (i) it is a company duly incorporated and validly existing under the laws of Singapore and has the power to own its assets and carry on its business as it is being conducted;
- (ii) it has full capacity, authority and power to enter into and perform and comply with its obligations under this Agreement and such other instruments, documents and agreements as are incidental hereto or thereto and have been validly authorised by the appropriate corporate actions of the Purchaser respectively;
- (iii) all approvals and consents required under the provisions of the Companies Act 1967, any rule, regulation, law, act, statute, notification, constitution or direction from any relevant competent Authority or body have been obtained to enable the Purchaser to enter into, perform and deliver, as well as for the validity and enforceability of its obligations under, this Agreement and to complete the sale and purchase herein; and
- (iv) its obligations under this Agreement and such other instruments, documents and agreements as are incidental hereto or thereto are legal, valid and binding obligations enforceable against it in accordance with its terms;
- (v) the Purchaser is solvent and is able to pay its debts as they fall due, has not stopped or suspended payment of any of its debts and no step or application has been taken by any person for the winding up, dissolution or insolvency of the Purchaser;
- (vi) the Purchaser has taken no action in connection with this Agreement that would cause the Vendor to be in violation of any applicable anti-bribery laws ; and
- (vii) the operations of the Purchaser in connection with this Agreement, have been conducted at all times in compliance with the applicable money laundering laws.

14. CONFIDENTIALITY

14.1 Each Party undertakes to keep confidential and shall not disclose to any person the existence of this Agreement or any information relating to the terms of or the transactions contemplated by this Agreement, without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed.

14.2 The restrictions of **Clause 14.1** do not apply:

- (i) to the extent information is required for the purpose of any arbitral or judicial proceedings arising out of this Agreement or any other agreement entered into under or pursuant to this Agreement;
- (ii) to any disclosure to:
 - (a) the Authorities including IRAS;
 - (b) the respective professional advisers, insurers, insurance brokers, licensed valuers, bankers, directors, officers and shareholders of the Vendor or the Purchaser;
 - (c) SGX-ST or any other regulatory Authority in Singapore;
 - (d) the Stock Exchange of Hong Kong or any other regulatory Authority in Hong Kong required in connection with the circular to be issued by OSGHEHL to its shareholders in respect of the sale and leaseback of the Property on the terms and conditions of this Agreement and the Lease Agreement, or any information contained in any document to be filed or to be provided as required by such Authorities,

where such disclosure relates to the existence, terms of, information relating to or the transactions contemplated by this Agreement;

- (iii) to any information which, at the date of its disclosure is already in the public domain, other than as a result of a disclosure in breach of the terms of **Clause 14.1** by either Party;
- (iv) to any information which is lawfully received by either Party through a third party not subject to another confidentiality agreement or other obligation of secrecy with the other Party; or
- (v) to any information which is already known to either Party from a source other than the other Party.

14.3 Notwithstanding **Clauses 14.1 and 14.2** above, each Party or any of its related entities shall be entitled to make press releases or announcements in connection with the entry into of this Agreement, provided that such Party first consults with the other Party on the contents of said press release or announcement but shall not be required to obtain the other Party's consent to such press release or announcement.

14.4 The Purchaser consents to this Agreement and the Lease Agreement being uploaded and published on the websites of OSGHEHL and the Stock Exchange of Hong Kong or any other regulatory Authority in Hong Kong required in connection with the circular to be issued by OSGHEHL to its shareholders in respect of the sale and leaseback of the Property, for only the period from the date the notice of the SGM is published to the date of the SGM (both dates inclusive).

15. NOTICES

15.1 All notices, demands or other communications required or permitted to be given or made under this Agreement shall be in writing and delivered personally or sent by prepaid registered post or by electronic mail addressed to the intended recipient thereof at its address or email address, and marked for the attention of such person (if any), designated by each Party to the other Party for the purposes of this Agreement. The initial address, email address and person (if any) so designated by the Parties are set out below:

the Vendor	:	Golden Village Multiplex Pte Ltd 3 Temasek Boulevard #03-373 Suntec City Mall Singapore 038983
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Email: fiona.chow@goldenharvest.com /
clarac@goldenvillage.com.sg

Attention: Ms. Clara Cheo / Ms. Fiona Chow

the Purchaser : **Lion (Singapore) Pte. Limited**
438 Alexandra Road #21-00
Alexandra Point Singapore 119958

Email: kevin.siew@frasersproperty.com /
henry.ong@frasersproperty.com

Attention: Mr Kevin Siew / Mr Henry Ong

15.2 Any such notice, demand or communication shall be deemed to have been duly served:

- (i) (if given or made by electronic mail) at the day and time that the electronic mail was sent, provided that no notification was received by the sender that the electronic mail was undeliverable (a "**Failure Notification**") and if a Failure Notification was received, the sender shall re-send a copy of the notice, demand or communication by electronic mail and shall also send a copy of the notice, demand or communication by another method of service set out in **Clause 15.1**, in which case it shall be deemed to have been sent in accordance with this **Clause 15.2** as it applies to that other method of service; or
- (ii) (if given or made by letter) immediately if hand delivered or two (2) days after posting and in proving the same it shall be sufficient to show that the envelope containing the same was duly addressed, stamped and posted.

16. MISCELLANEOUS

- 16.1 Any liability to either Party under this Agreement may in whole or in part be released, compounded or compromised, or time or indulgence given, by such Party in its absolute discretion as regards the other Party without in any way prejudicing or affecting its other rights and remedies against the other Party.
- 16.2 No failure on the part of either Party to exercise, and no delay on its part in exercising, any right or remedy under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies (whether provided by law or otherwise).
- 16.3 In the event that any of the provisions of this Agreement shall be determined invalid, void or unenforceable, such provision shall be deemed to be deleted from this Agreement and the remaining provisions set out in this Agreement shall continue in full force and effect.
- 16.4 The terms and conditions of this Agreement shall not merge with the assurance of the Property to the Purchaser or be extinguished but shall remain in full force and effect notwithstanding Completion so long as any term or condition remains to be fulfilled.
- 16.5 This Agreement shall be binding on and shall enure for the benefit of each Party's successors and permitted assigns. Neither of the Parties may assign or transfer any of its rights, benefits or obligations under this Agreement without the prior written consent of the other Party.
- 16.6 At any time after the date of this Agreement, each Party shall, and shall use reasonable endeavours to procure that any necessary third party shall, execute such documents and do

such acts and things as the other Party may require for the purpose of giving to the other Party the full benefit of all the provisions of this Agreement.

- 16.7 Each Party shall bear its own legal, professional and other costs and expenses incurred by it in connection with the negotiation, preparation or completion of this Agreement.
- 16.8 All stamp duty (if any) payable on this Agreement and on any other document (including any deed of assignment or novation) executed pursuant to this Agreement shall be borne by the Purchaser. In the event that stamp duty is paid on this Agreement, and this Agreement is subsequently terminated/ rescinded before Completion for reasons set out in the below statutes/ regulations, the Vendor shall, upon the written request of the Purchaser and at the Purchaser's cost and expense, render all commercially reasonable assistance to the Purchaser in the application for refund or remission of the stamp duty under Section 22(6) of the Stamp Duties Act 1929, Section 57 of the Stamp Duties Act 1929 or the Stamp Duties (Aborted Sale and Purchase Agreements) (Remission) Rules 2005, as the case may be.
- 16.9 The Vendor confirms that the Vendor's Solicitors have been appointed as its agent for the collection of all monies hereunder. The Vendor acknowledges that payment to the Vendor's Solicitors or payment as directed by the Vendor's Solicitors whether to any mortgagees or chargees or any party whatsoever shall constitute a full and valid release and discharge of the payment obligations of the Purchaser to the Vendor.
- 16.10 This Agreement shall be governed by, and construed in accordance with, the laws of Singapore and in relation to any legal action or proceeding arising out of or in connection with this Agreement (the "**Proceedings**"), the Parties hereby irrevocably submit to the exclusive jurisdiction of the courts of Singapore and waive any objections to Proceedings in any such court on the ground of venue or on the grounds that the Proceedings have been brought in an inconvenient forum.
- 16.11 This Agreement, embodies all the terms and conditions agreed between the Parties as to the subject matter of this Agreement (and supersedes and cancels in all respects all previous representations, warranties, agreements and undertakings (if any) whether such be written or oral made between the Parties with respect to the subject matter hereof) save and except those mutually agreed in writing amongst the Parties after the due execution of this Agreement.
- 16.12 A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 2001 to enforce or enjoy the benefit of any term of this Agreement. Notwithstanding any of the provisions of this Agreement, the consent of any third party is not required for any rescission or variation of (including any waiver, release or compromise of any liability under) the provisions of this Agreement and/ or for the termination of this Agreement.
- 16.13 This Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any signatory may execute this Agreement by signing any such counterpart. Signatures may be exchanged by email, with original signatures to follow.

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Schedule 1
Vendor's Warranties

1. Title

- 1.1 The Vendor is the sole legal and beneficial owner of the Property and can give a good title to the Property in accordance with the relevant laws and regulations in Singapore on Completion.
- 1.2 On Completion and subject to **Clause 4.3**, other than any Encumbrance lodged by the Purchaser's new financiers or any other third party claiming an interest through the Purchaser, the title to the Property held by the Vendor will be free from all Encumbrances.

2. Property Matters

- 2.1 To the best of the Vendor's knowledge as at the date of this Agreement, the Vendor has not received any written notice from the relevant Authorities through the MCST and/or otherwise which is still outstanding, requiring the Vendor to perform building works or rectification works, or cease such works in respect of the Property.
- 2.2 To the extent the fire safety certificate issued for the Building relates to the Property, the Vendor will not as at the date of Completion, (i) be in breach of any of the conditions of such certificate as they pertain to the Property and (ii) the Property will be in compliance with all applicable fire safety codes and regulations.
- 2.3 To the best of the Vendor's knowledge as at the date of this Agreement , there is no actual liability arising under any public health, pollution or environmental laws or regulations applicable to the Property.
- 2.4 To the best of the Vendor's knowledge as at the date of this Agreement , there is no outstanding statutory notice which would materially adversely affect the Property or any business carried on thereat or the uses thereof.

Annexure 1
(Form of Lease Agreement)

Date: []

GOLDEN VILLAGE MULTIPLEX PTE LTD
3 TEMASEK BOULEVARD
#03-373 SUNTEC CITY MALL
SINGAPORE 038983

Attn: Ms Clara Cheo, Chief Executive Officer

Dear Sir,

YISHUN 10 ("THE CENTRE")
LEASE FOR THE PREMISES KNOWN AS UNIT #[] ("THE PREMISES")

Enclosed the following document for your necessary action:

a) Lease Agreement (*for signature/s & Company Stamp on the Acceptance Page*)

We would appreciate if you could return us the signed lease agreement to [ADDRESS] and arrange for the requisite payments to be made by inter- bank transfer or by a cheque drop to the Lessor's bank account. Please also email us the transaction/ remittance receipt or cheque image for our record purpose.

Kindly acknowledge receipt by signing and returning of the duplicate of this letter by email to []

For any clarification please contact [] at []. Thank you.

Yours faithfully
[Company name]

RECEIVED from [Company name]
Original of this letter and its enclosure(s)
Dated this day of

[]
Central Lease Administration

Name:
Company Stamp

Encls

Date: []

GOLDEN VILLAGE MULTIPLEX PTE LTD

3 TEMASEK BOULEVARD
#03-373 SUNTEC CITY MALL
SINGAPORE 038983

Attn: Ms Clara Cheo, Chief Executive Officer

Dear Sir,

YISHUN 10 ("THE CENTRE")

LEASE FOR THE PREMISES KNOWN AS UNIT #[] ("THE PREMISES")

On behalf of the party as described in **Item 1 of Schedule 1**, we are pleased to issue this letter ("the Agreement Letter") which confirms and records the agreement between the party as described in **Item 1 of Schedule 1** and you, the Lessee as described in **Item 3 of Schedule 1**, to take a Lease of the Premises as described in **Item 4 of Schedule 1** ("the Premises") on the following terms and conditions.

When you accept this Agreement Letter in the manner as provided in Clause 21 of this Agreement Letter, there shall be a valid and binding lease agreement between the Lessee and the Lessor on the terms and conditions contained in:

- (a) this Agreement Letter;
- (b) the Terms and Conditions of Lease attached as the **Attachment**; and
- (c) all Schedules and Appendices to this Agreement Letter,

(collectively referred to as "the Lease").

The date of this Lease shall be the date that the Lessee duly accepts this offer in accordance with Clause 21 of this Agreement Letter.

1. The Premises

The Premises is as described in **Item 4 of Schedule 1** of the Centre (as demarcated in red in the floor plan attached as **Schedule 10** for identification purposes only).

2. The Area

The Area ("the Area") of the Premises is as described in **Item 4 of Schedule 1**.

3. The Lease Period

The lease period as described in **Item 5 of Schedule 1** ("the Term") shall commence on the commencement date as described in **Item 5 of Schedule 1** ("the Commencement Date") and expire on the expiry date as described in **Item 5 of Schedule 1** ("the Expiry Date").

Provided Always that the option may be exercised by the Lessee only if the Lessee does not during the Term breach any terms and conditions of the Lease.

4. Rent

The Lessee shall pay to the Lessor the Percentage Rent as more particularly described in **Item 6 of Schedule 1** as more particularly spelt out in the provisions of the **Attachment**. For avoidance of doubt, no Service Charge or Advertisement & Promotion Contributions is payable under this Lease.

5. Goods and Services Tax

The Lessee shall pay to the Lessor in such manner and within such period as specified by the Lessor any taxes (including Goods and Services Tax) or other imposition, duty and levy of a like nature by whatever name called that may be levied / imposed by any government, quasi- government, statutory or tax authorities in connection with this Lease.

6. The Security Deposit

The Lessee shall pay to the Lessor the security deposit of the sum and in the manner more particularly described in **Item 7(a) of Schedule 1** ("the Security Deposit").

The Security Deposit will be paid on acceptance of this Agreement Letter.

7. INTENTIONALLY OMITTED

8. INTENTIONALLY OMITTED

9. INTENTIONALLY OMITTED

10. Termination of Lease

The Lessee shall at the expiration or sooner determination of this Lease peaceably surrender and yield unto the Lessor the whole of the Premises and every part thereof on an "as is where is" basis. The Lessee is not required to re-instate the Premises to bare condition. The Lessee may remove the Lessee's plant, mechanical and electrical equipment, fixtures and fittings located in or on or which otherwise relate to the Premises and fixtures attached to the Premises or any part thereof by, or by the direction of, or owned or

controlled by the Lessee ("**Lessee's Plant and Equipment**") any time during the Term provided that such removal shall not adversely affect the ordinary course of the business at the Premises or at its expiry or termination but may choose to leave the same in the Premises at the expiry or termination of the Term, in its sole discretion.

11. Costs and Disbursements

The Lessee shall be responsible for all the stamp fees incurred in connection with this Lease. In the event the Lessee requests for any variation or amendment to this Lease after the Commencement Date, the Lessee shall pay the Lessor's solicitors' costs or Lessor's administrative costs associated with such variation or amendment. The Lessee shall pay for all the Lessor's solicitors' costs or administrative costs incurred for the preparation of documents ancillary to this Lease, including but not limited to assignment agreements, settlement agreements, surrender agreements, variation letters, side letters and such other documentation arising from Lessee-initiated requests. The Lessee shall also fully indemnify and keep indemnified the Lessor in respect of all legal costs as between solicitors and clients and other costs and disbursements incurred in respect of or in connection with the enforcement of any of the covenants undertakings stipulations terms conditions or provisions of this Lease.

The legal costs or administrative costs (if any) and stamp fees for this Lease amount to the sums set out in **Item 14 of Schedule 1**.

12. Electricity, Water, Gas, Energy Utilities etc. Charges

The Lessee shall continue with its existing arrangements in respect of the electricity, water, gas, telephone, and/ or other energy utilities/ services supplied and consumed in or on the Premises.

13. The Permitted Use

13.1. The Lessee shall be permitted to continue to use the Premises for the purpose as described in **Item 8(a) of Schedule 1** ("the Permitted Use") only, in its normal and ordinary course of business. The Lessee shall at its own cost and expense obtain the necessary permit or approval from the relevant authorities to use the Premises for the said purpose and furnish a copy of such permit or approval to the Lessor prior to the commencement of the Lessee's business at the Premises.

13.2. The Lessee shall commence business in the Premises on the Commencement Date and with the Premises as provided in Clause 13.1 of this Agreement Letter. In the event the Lessee fails to commence business in the Premises as provided above for any reason whatsoever without the Lessor's prior written consent, the Lessor may terminate this Lease by giving to the Lessee a seven (7) day Notice of Termination, but without prejudice to and in addition to all the Lessor's rights and remedies under this Lease. Provided Always that the Notice of Termination may be revoked by the Lessor in the event that prior to the expiration of the said notice, the Lessee commences business at the Premises in accordance with the provisions of this Lease.

14. Business Hours

The Lessee shall at all times during the Term keep the Premises open for trade during such hours as specified in **Item 8(b)(i) of Schedule 1** ("the Lessee's Operating Hours") or such opening hours as the Lessor shall from time to time prescribe as the usual opening hours of the Centre. Any change in the Lessee's Operating Hours shall be subject to the prior written consent of the Lessor.

In the event the Lessee (without the prior written consent of the Lessor) fails to keep the Premises open for business in accordance with this Clause 14 of this Agreement Letter, the Lessee acknowledges confirms and agrees with the Lessor that the Lessee shall pay to the Lessor agreed liquidated damages at the rate specified in **Item 8(b)(ii) of Schedule 1** for each day or part of each day that the Lessee shall not be open for business during the Lessee's Operating Hours.

The agreed liquidated damages shall be payable in addition to the Percentage Rent and the payment of liquidated damages shall be without prejudice to the Lessor's rights at law or equity. The Lessor and Lessee agree that the agreed liquidated damages as provided in **Item 8(b) (ii) of Schedule 1** are a genuine pre- estimate of the loss to the Lessor in the event of the Lessee's breach of its obligations under this Clause 14 of this Agreement Letter.

15. Rescission by Lessor

An event of default ("**Event of Default**") shall be deemed to have occurred if the Lessee:

- 15.1. does not pay any monies within fourteen (14) days after they become due in accordance with this Lease; or
- 15.2. fails to observe or perform (or the Lessee has threatened to commit a breach of or not to perform) the obligations on the Lessee's part contained in this Lease (other than the obligations for the payment of any monies due to the Lessor) and if the breach is capable of remedy has not been remedied so within twenty-one (21) days (or such longer period which the Lessor may agree (and such agreement shall not be unreasonably withheld where such longer period is reasonably required by the Lessee to complete the remedy of such breach) after receipt of a written notice from the Lessor specifying the particular breach and requiring the Lessee to remedy the breach; or
- 15.3. is insolvent,

then, upon the occurrence of such an event the Lessor, in addition to and without prejudice to any other rights and remedies, may rescind this Lease notwithstanding that the Lessee may have accepted this offer, by giving a written notice of at least fourteen (14) days to the Lessee to that effect.

The expression "insolvent" means the inability of the Lessee to pay its debts, entry into compulsory liquidation either compulsory or voluntary, the passing of a resolution for winding up, the making of a proposal to the Lessee and its creditors for a composition in satisfaction of its debts or a scheme of arrangement of its affairs, the application to the courts for the appointment of a judicial manager or the appointment of a receiver in respect the Lessee's assets and property.

Upon such rescission, the Lessee's interests in and the rights in relation to the Premises shall cease and determine without any right on the Lessee's part to any compensation or allowance, and the Lessee shall pay to the Lessor compensation and damages for the loss suffered by the Lessor consequential upon such rescission and the Lessor reserves

all rights and remedies against the Lessee for any antecedent breach, non- observance or non- performance of its obligations under this Lease and the Security Deposit shall be forfeited by the Lessor without prejudice to any other remedy which the Lessor may have either in law or at equity.

16. Insurance

The Lessee shall pay to the Lessor a proportion of the premium payable on public liability insurance effected by the Lessor. The amount payable shall be calculated based on the proportion the area of the Premises bears to the total rentable area of the Centre.

Notwithstanding the above, the Lessor agrees that the Lessee shall, in lieu of participating in the blanket public liability insurance policy taken out by the Lessor for the Centre, effect and maintain at all times during the Term its own public liability insurance policy in respect of the Premises with the Lessee's own insurance company (first approved by the Lessor), naming the Lessor as additional insured and at a coverage of not less than such sum as described in Item 10 of Schedule 1 or such other sum as the Lessor may determine. The Lessee shall ensure that all premiums payable on the Lessee's own public liability insurance policy are promptly paid throughout the Term. The Lessee shall furnish to the Lessor certified true copies of all documentation relating to the said public liability insurance policy without demand prior to the Commencement Date and in respect of any renewal of the Lessee's public liability insurance policy, at least one (1) month before the expiry of the existing policy, and from time to time as the Lessor may require.

In the event that the Lessee breaches any of its obligations under this provision, the Lessor reserves the right at any time thereafter to cease accepting the Lessee's own public liability insurance policy taken out pursuant to this provision upon the Lessor's notice in writing, and the Lessee shall be required to participate in the blanket public liability insurance policy taken out by the Lessor for the Centre in accordance with the relevant provision(s) in the Agreement Letter and the Attachment of the Lease.

The Lessee shall also insure in its own name, naming the Lessor as additional insured, all plate glass windows doors and display showcases in the Premises in their full insurable reinstatement value and against all such risks as the Lessor may require.

17. Point-of-Sale System

In the event the Lessee is required to participate in the POS System (as defined in Clause 4.25 of the **Attachment**), the Lessee shall comply with such terms and conditions as set out in Clause 4.25 of the **Attachment**.

- 17.1. Where the Lessee's existing POS system is compatible for integration with the POS System, the costs and expenses for the ad-hoc integration of the Lessee's existing POS system with the POS System (including software) shall be borne equally by the Lessee and the Lessor.
- 17.2. Where the Lessee's existing POS system is not compatible for integration with the POS System and the Lessee is required to purchase a new compatible POS system based on the Lessor's approved specifications, the costs and expenses for the purchase of such new POS system and the ad-hoc integration of such new POS system with the POS System (including software) shall be borne equally by the Lessee and the Lessor.
- 17.3. In the event the Lessee does not have its own POS system, the Lessee shall purchase its own compatible POS system at its own costs and expenses Provided Always that if the options for a compatible POS system which is available in the market are limited and the cost to the Lessee to purchase a compatible POS system is substantially higher than a non- compatible POS system, the costs and expenses for the purchase of such compatible POS system shall be borne equally by the Lessee and the Lessor. The costs and expenses for the ad-hoc integration of the Lessee's POS system with the POS System

(including software) shall be borne equally by the Lessee and the Lessor.

In respect of any above-mentioned costs to be borne equally by the Lessee and the Lessor.

17.4. the portion of the Lessor's appointed vendor's and/ or service provider's POS fees payable by the Lessee is as provided in **Item 15 of Schedule 1** ("the Lessor's Vendor's POS Fee"), being half the total fees as charged by the Lessor's appointed vendor and/or service provider; and

17.5. the portion of the Lessee's vendor's POS fees (if any) payable by the Lessor shall be half the total fees as charged by the Lessee's vendor, subject to the Lessee submitting to the Lessor documentary evidence satisfactory to the Lessor of the said Lessee's vendor's POS fees (if any).

Further to the above, each party shall bear its own costs for the maintenance of its own POS system.

18. INTENTIONALLY OMITTED

19. Amendments/Variations and Additional/Special Terms and Conditions

The Lessee shall at all times during the Term observe and comply with the Amendments/Variations to this Lease (if any) set out in **Schedule 7** and the Additional/Special Terms and Conditions (if any) set out in **Schedule 8**. In the event of any conflict between the terms and conditions of this Lease and the terms and conditions of **Schedule 7** and **Schedule 8**, the terms and conditions of **Schedule 7** and **Schedule 8** shall prevail.

20. Governing Law

This Lease shall be governed by and construed in accordance with the laws of the Republic of Singapore. The Lessor and the Lessee submit to the non-exclusive jurisdiction of the Singapore courts in respect of any legal action or proceedings relating to or arising out of this Lease.

21. Mode of Due Acceptance of the Offer

21.1. To accept the offer in this Agreement Letter, the Lessee must sign the Acceptance Page (in duplicate) and return this Lease (in duplicate) (including but not limited to the Terms and Conditions of Lease in the **Attachment** and all Schedules and Appendices) together with the payments as specified in the Acceptance Page no later than _____.

21.2. If the Lessee fails to sign and return the Acceptance Page *and* this Lease *and* the requisite payments within the stipulated time provided in this clause, the offer in this Agreement Letter shall automatically lapse and the Lessor shall be entitled to offer to lease the Premises to any other person on such terms and conditions as the Lessor may absolutely determine, but without prejudice to any other right or remedy of the Lessor against the Lessee.

Yours faithfully

Signed by []
Senior Director, Development Management
For and on behalf of [Company Name]

ATTACHMENT

TERMS AND CONDITIONS OF LEASE

1. INTERPRETATION

1.1 Definitions

In this Lease and in any rules and regulations made hereunder or annexed hereto unless the contrary intention appears:

"Advertisement & Promotion Contributions" means the sum specified in Item 6 of Schedule 1, which are the costs incurred in the advertisements and promotion activities and related services, marketing and publicity activities for the Centre, the trades and the businesses which are carried on in the Centre and all related and ancillary activities, events and services connected therewith.

"Area" means the area of the Premises referred to in **Item 4 of Schedule 1** hereto.

"Centre" means the building more particularly described in **Item 4 of Schedule 1** hereto.

"Commencement Date" means the commencement date as specified in **Item 5 of Schedule 1** hereto.

"Common Area" means those parts areas premises facilities of and in the Centre defined as common property under the Land Titles (Strata) Act 1967 / Building Maintenance and Strata Management Act 2004, which are not demised nor intended to be demised by the Lessor to the Lessee or to any other lessee and which are now or hereafter provided by the Lessor for the common use by lessees of premises in the Centre and their respective customers employees invitees and licensees in common with the Lessor and all other persons having the like right to use the same (including without limitation all roads driveways walls carpark walkways pavements passages entrances courts vestibules halls toilets stairways escalators elevators and gardens and such other areas amenities grounds and conveniences from time to time provided prescribed or made available by the Lessor for the common or general use or benefit of the lessees customers employees invitees and licensees aforesaid and all other persons having the like right).

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

"Expiry Date" means the expiry date as specified in **Item 5 of Schedule 1** hereto.

"Event of Default" has the meaning ascribed thereto in Clause 15 of the Agreement Letter.

"Interest" means the interest payable by the Lessee pursuant to Clause 10.3 of the **Attachment**.

"Lessee" means and includes the Lessee referred to in **Item 3 of Schedule 1** hereto and its servants, agents, personal representatives, successors-in-title and/or permitted assigns.

"Lessee's Operating Hours" means the hours the Lessee is to keep the Premises open for trade as specified in **Item 8(b)(i) of Schedule 1** hereto.

"Lessee's Plant and Equipment" has the meaning ascribed to it in Clause 7 of this Lease.

"Lessor" means the Lessor referred to in **Item 1 of Schedule 1** hereto and the Management Corporation (if applicable) and includes the Lessor its servants agents successors-in-title and/or permitted assigns.

"Management Corporation" means the management corporation of the Centre constituted or to be constituted under the Land Titles (Strata) Act 1967, and where applicable shall also include the Lessor.

"Permitted Use" means the permitted use in respect the Premises more specifically referred to in **Item 8(a) of Schedule 1** hereto.

"Pipes" means all pipes sewers drains mains ducts conduits gutters watercourses flues sewer shafts cables wires and all other conducting media and or ancillary apparatus.

"Premises" means the premises hereby leased which are more particularly described in **Item 4 of Schedule 1** hereto, including the floor and ceiling finishes (but not any other part) of the floor slabs and ceiling slabs that bound the Premises; the inner half severed medially of the internal non-load bearing walls that divide the premises from the adjoining unit(s) in the Centre or from the Common Area; the whole of the shop front; all doors and window frames at the Premises; all additions and improvements to the Premises; all the Lessor's fixtures and fittings of every kind which shall from time to time be in or upon the Premises (whether originally fixed or fastened or otherwise upon the Premises) all Pipes that are in or on and that exclusively serve the Premises and any equipment or apparatus (for air ventilation extraction or otherwise) that is in or on and that exclusively serves the Premises, save and except the external walls of the Premises which shall remain vested in the Lessor.

"Rent" means the Percentage Rent payable by the Lessee pursuant to Clause 2 of the **Attachment** and in the amount specified in **Item 6 of Schedule 1** hereto.

"Security Deposit" means the deposit payable by the Lessee pursuant to Clause 3 of the **Attachment** and in the manner and amount as described in **Item 7(a) of Schedule 1** hereto.

"Service Charge" means the maintenance charges incurred in managing the Centre.

"Term" means the term hereby granted which is more particularly described in **Item 5 of Schedule 1** hereto.

1.2 Schedules and Appendices

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

1.3 Singular and Plural

Words importing the singular number shall include the plural and the masculine gender the feminine or neuter and vice versa and words importing persons shall include corporations and firms and all such words shall be construed interchangeably in that manner.

1.4 Headings

The headings of clauses and marginal notes have been inserted for guidance only and shall not be deemed to form any part of the context.

1.5 Restrictions on the Lessee

In any case where the Lessee 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 Lessee not to permit nor allow the infringement of the restriction by any person claiming rights to use enjoy or visit the Premises through, under or in trust for the Lessee.

1.6 Joint and Several Obligations

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

2. RENT

The Lessee hereby expressly covenants with the Lessor that:

2.1 Rent

2.1.1 The Lessee shall during the whole of the Term hereby created and at such times hereinafter stated pay to the Lessor the Percentage Rent as more particularly described in **Item 6 of Schedule 1** hereto. The Lessee shall pay to the Lessor in accordance with the manner of payment provided in Clause 2.2 of the **Attachment** below the Percentage Rent in the manner as described in **Item 6 of Schedule 1**, as and when due without demand or set-off free of all deductions at such place in the Republic of Singapore as the Lessor shall from time to time in writing nominate and proportionately for any part of a month. The terms and conditions as set out in **Schedule 2** hereto shall apply.

2.1.2 The Lessee shall no later than seven (7) days after the commencement of each month, provide to the Lessor a statement recording the gross sales of the preceding month.

2.2 Manner of Payment of Rent

The Lessee shall pay by GIRO to the Lessor's designated account or in such other manner as may be determined by the Lessor in its absolute discretion all Percentage Rent and any other sum of monies payable by the Lessee to the Lessor.

For the purposes of making payment of the Percentage Rent and any other sum of monies payable under this Lease, the Lessee shall complete, execute and return the GIRO form as provided by the Lessor. The Lessee shall ensure that the GIRO payment shall be arranged by the Lessee in such manner so that the Lessor shall receive the Percentage Rent and any other sum of monies payable under this Lease on the foregoing, including but not limited to GST, for the preceding month, in the Lessor's designated bank account on the first day of the following calendar month of the Term, or if the same falls on a Sunday

or public holiday, then on the next working day. The GIRO payment arrangements made by the Lessee under this provision shall be maintained throughout the Term and shall not be revoked, terminated or changed without the Lessor's prior written consent. The Lessee shall further ensure that there are sufficient funds in the designated Lessee's account to enable the deductions to be made in accordance with the GIRO payment arrangement.

2.3 Payment of Property Tax

The Lessor shall be solely liable for all property tax levied or imposed by the relevant government authority in respect of the Premises and/or the Centre or any part thereof for the duration of the Term.

2.4 Goods and Services Tax

It is hereby agreed that the Lessee shall pay to the Lessor any goods and services tax ("GST") or other imposition of a like nature by whatever name called ("the Taxes") that may be levied or imposed by any government, quasi government, statutory or tax authority ("the Tax Authorities") for any goods or services supplied under or in connection with this Lease. Further to the foregoing, the Lessee shall pay all such Taxes or reimburse the Lessor for the payment of such Taxes, as the case may be, in such manner and within such period as to comply or enable the Lessor to comply with any applicable orders or directives of the Tax Authorities and the relevant laws and regulations. If the Lessor or the Lessee (or any person on their behalf) is required by law to make any deduction or withholding or to make any payment, on account of such Taxes:

2.4.1 the Lessee shall pay, without requiring any notice from the Lessor, all such Taxes for its own account (if the liability to pay is imposed on the Lessee), or on behalf of and in the name of the Lessor (if the liability to pay is imposed on the Lessor) on receipt of written notice from the Lessor, and without prejudice to the foregoing, if the law requires the Lessor to collect and to account for such Taxes, the Lessee shall pay such Taxes to the Lessor (which shall be in addition to the Lessee's liability to pay the Base Rent, Service Charge, Advertising & Promotions Contributions, Percentage Rent and other sums payable by the Lessee under this Lease) on receipt of written notice from the Lessor; and

2.4.2 the sum payable by the Lessee in respect of which the relevant deduction, withholding or payment is required on account of such Taxes, shall be increased to the extent necessary to ensure that after the making of the aforesaid deduction, withholding or payment, the Lessor or any person or persons to whom such sum is to be paid, receives on due date and retains (free from any liability in respect of any such deduction, withholding or Taxes) a net sum equal to what would have been received and retained had no such deduction, withholding or payment been required or made.

The rights of the Lessor under this Clause shall be in addition and without prejudice to any other rights or powers of the Lessor under any applicable order or directive of the Tax Authorities or any relevant law or regulation, to recover from the Lessee the amount of such Taxes which may be or is to be paid or borne by the Lessor.

The Lessee shall indemnify and hold harmless the Lessor from any losses, damages, claims, demands, proceedings, actions, costs, expenses, interests and penalties suffered or incurred by the Lessor arising from any claim, demand, proceeding or action that may be made or instituted by the Tax Authorities in respect of such Taxes and resulting from any failure or delay on the part of the Lessee in the payment

and discharge of any such Taxes.

2.5 Imputed Sums

It is hereby further agreed that Lessee shall pay any sum which any Tax Authorities may impose on the Lessor on imputed rent, service charge or any other sums ("the Imputed Sums") which the Tax Authorities may deem and/or impute that the Lessor should have collected, received or imposed on the Lessee for the reason that the Premises is in the possession of the Lessee or utilised by the Lessee, irrespective of whether the Lessor did in fact collect or impose such Imputed Sums on the Lessee.

The Lessee acknowledges, confirms and agrees with the Lessor that the Lessee is aware of this provision of this Lease and the Lessee shall pay to the Lessor or reimburse the Lessor for the payment of such Taxes, as the case may be, such Taxes as may be imposed and levied on the Lessor by the Tax Authorities from time to time or be imposed or charged before, on or after the commencement of this Lease (including any subsequent revisions thereto) by the Tax Authorities.

The Lessee shall make the payments to the Lessor, in such manner and within such period as to comply or enable the Lessor to comply with any applicable orders or directives of the Tax Authorities and the relevant laws and regulations.

2.6 Termination or Abatement on Damage

If, during the Term:

(a) the whole of the Centre shall become completely inaccessible or the whole or any part of the Centre shall be destroyed or damaged due to fire, flood, lightning, storm, tempest, or any other disabling cause, and/or;

(b) any relevant authority notifies, orders, or directs that the whole or any part of the Centre be closed, shut down, or declared unsafe,

in both subparagraphs (a) and (b) above, such that the Lessee is unable to use, occupy or access the Premises or a substantial part thereof then:

2.6.1 this Lease may be terminated without compensation by either the Lessor or the Lessee by notice in writing to the other PROVIDED ALWAYS that in the latter case the Lessor shall have failed to rebuild or reinstate the Premises within a reasonable time after receipt of notice in writing from the Lessee;

2.6.2 any such termination as aforesaid shall be without prejudice to the rights of either party in respect of any antecedent breach matter or thing;

2.6.3 nothing herein contained or implied shall be deemed to impose any obligation upon the Lessor to rebuild or reinstate or make fit for occupation the Premises; and

2.6.4 in the event of any such damage or destruction occurring as aforesaid, payment of the Rent hereby reserved or a proportionate part thereof according to the nature and extent of the damage sustained shall be suspended until such time as the Premises shall have been rebuilt or reinstated or made fit for the occupation and use of the Lessee or until this Lease shall have been terminated pursuant to the provisions of Clause 2.6.1 of the **Attachment** as the case may

be.

3. DEPOSIT

3.1 Payment of Security Deposit

The Lessee further covenants with the Lessor that the Lessee shall upon the execution of this Lease pay to the Lessor (if the Lessee has not already done so) the Security Deposit of the sum and in the manner as more particularly described in **Item 7 (a) of Schedule 1** hereto which sum shall be held by the Lessor as a deposit for the due observance and performance by the Lessee of the Lessee's covenants and conditions herein contained.

So long as the Lessee shall duly observe and perform the Lessee's covenants and conditions herein contained the Lessor shall within a reasonable time of the expiry or sooner determination of the Term refund to the Lessee the Security Deposit free of interest less all costs and expenses properly payable by the Lessee hereunder.

The Lessee shall not be entitled to off-set any Percentage Rent or any other payments due hereunder against all or any part of the Security Deposit.

3.2 Appropriation of Security Deposit

If the Lessee shall at any time fail to observe or perform any of the Lessee's covenants or conditions herein contained, the Lessor may at its option, appropriate and apply all or any part of the Security Deposit as may be necessary to remedy such default and to compensate the Lessor for any loss or damage arising therefrom or to provide for any contingent liability incurred by the Lessor in respect of the breach of any covenants or conditions on the part of the Lessee to be performed and observed but without prejudice to any other remedy which the Lessor may be entitled.

3.3 Appropriation not Waiver

Any appropriation by the Lessor of the Security Deposit in terms of Clause 3.2 of the **Attachment** shall not be deemed a waiver by the Lessor of any non-payment or non-performance on the part of the Lessee and shall not preclude the Lessor from exercising any of its other rights and obligations.

3.4 Restore Security Deposit

In the event that the Lessor appropriates or applies the Security Deposit in terms of Clause 3.2 of the **Attachment**, the Lessee shall immediately pay to the Lessor an equivalent amount to restore the Security Deposit to its original amount.

3.5 Lessor's Use of Other Deposits

The Lessee agrees and confirms that upon the occurrence of any breach of this Lease by the Lessee and if the Security Deposit is insufficient, the Lessor shall have the right to apply any and all deposits at any time held by the Lessor under this Lease (other than the Security Deposit) towards payment of monies outstanding or making good such breach or any loss or expense to the Lessor occasioned by such breach but without prejudice to any other remedy which the Lessor may be entitled. If any part of such deposits shall be applied by the Lessor as aforesaid, the Lessee shall within seven (7) days of demand

by the Lessor deposit with the Lessor in cash the amount set-off by the Lessor from such deposits.

4. USE OF PREMISES BY LESSEE

The Lessee further covenants with the Lessor as follows:

4.1 Permitted Use of Premises

The Lessee shall only use the Premises solely for the purpose as more particularly described in **Item 8(a) of Schedule 1** hereto. The Lessee shall at its own cost and expense obtain the necessary permit(s) or approval(s) from the relevant authorities to use the Premises for the said purpose and furnish a copy of such permit(s) or approval(s) to the Lessor prior to the commencement of the Lessee's business at the Premises.

In the event the Lessee ceases to operate the Premises as aforesaid, the Security Deposit paid hereunder shall be forfeited to the Lessor and the Lessor shall be entitled to terminate the Lease without prejudice to any right of action of the Lessor in respect of any antecedent breach of the provisions and conditions of this Lease by the Lessee and without prejudice to any other rights at law or in equity which the Lessor may have against the Lessee. The Lessee shall not permit nor suffer the use of the Premises or any part thereof for any other purpose or for any residential purpose whether temporary or permanent.

The Lessee shall commence business in the Premises on the Commencement Date and with the Premises fully stocked and staffed in the ordinary course of business. In the event the Lessee fails to commence business in the Premises as provided above for any reason whatsoever without the Lessor's prior written consent, the Lessor may terminate this Lease by giving to the Lessee a seven (7) day notice of termination, but without prejudice to and in addition to all the Lessor's rights and remedies under this Lease. Provided Always that the said notice of termination may be revoked by the Lessor in the event that prior to the expiration of the said notice, the Lessee commences business at the Premises in accordance with the provisions of this Lease.

4.2 No Change to Entrance

Except with the prior written consent of the Lessor the Lessee shall not construct any entrance leading to the Premises from the adjoining premises in the occupation of the Lessee (if any) and shall use the Premises separately from the said adjoining premises.

4.3 No Assignment

4.3.1 The Lessee shall not during the Term transfer, assign, sublet, license, mortgage, encumber, part with possession or dispose of this Lease or the Premises or any part thereof in any way without the prior written approval of the Lessor (which consent shall not be unreasonably withheld, conditioned or delayed).

4.3.2 For the purposes of this Clause 4.3 of the **Attachment**, a change in the partners of a firm shall be deemed to be an assignment, transfer or disposition within the meaning of this clause and if the Lessee is a company, any form of re-construction, re-organisation, amalgamation, takeover or any change in the shareholding, voting rights, control or management of the company or any scheme of arrangement or compromise or any other scheme affecting the existing constitution or structure of shareholding of the Lessee shall be deemed to be an

assignment, transfer, or disposition within the meaning of this clause. Provided that this Clause 4.3.2 of the **Attachment** shall not apply to lessees which are public listed companies.

- 4.3.3 The Lessee shall not effect a change of name of the Lessee's sole proprietorship, partnership, company or business / trade name without the Lessor's prior written approval.

4.4 Conduct of Business

The Lessee shall at all times during the Term:

- 4.4.1 keep the Premises open for trade during the Lessee's Operating Hours as specified in **Item 8(b)(i) of Schedule 1** or such opening hours as the Lessor shall from time to time prescribe as the usual opening hours of the Centre. Any change in the Lessee's Operating Hours shall be subject to the prior written consent of the Lessor. Failure by the Lessee to adhere to the prescribed opening hours shall constitute a fundamental breach of the Lease and the Lessee shall pay to the Lessor agreed liquidated damages at the rate specified in **Item 8(b)(ii) of Schedule 1** for each day or part of each day that the Lessee shall not be open for business during the Lessee's Operating Hours. The agreed liquidated damages shall be payable in addition to the Percentage Rent payable and the payment of liquidated damages shall be without prejudice to the Lessor's rights at law or equity. The Lessor and the Lessee agree that the liquidated damages at the rate specified in **Item 8(b)(ii) of Schedule 1** are a genuine pre-estimate of the loss suffered by the Lessor in the event of a breach by the Lessee of its obligations under this provision;
- 4.4.2 warehouse store and/or stock in the Premises only such goods wares and merchandise as the Lessee intends to offer for sale or retail in at or from the Premises or as are necessary to supply service to its customers;
- 4.4.3 use for office clerical or other non-selling purposes only such space in the Premises which may from time to time be reasonably required for the Lessee's business therein and for the use of the Lessee's managers in the same general area; and
- 4.4.4 in all advertisements in newspapers, magazines, radio, television, directories, pamphlets or other media or other communications bearing or which may include the Lessor's name or business mark ("the Advertisements"), refer to the Centre by its proper name wherever the Lessee designates or refers to the Centre and use only pre-approved formats (which the Lessor shall be entitled to change from time to time at its sole and absolute discretion) for the Lessor's name or business mark to ensure consistency in treatment of brand name or logo in terms of size, colour and positioning statement. The Lessee shall ensure that all Advertisements shall comply with relevant rules, regulations and standards imposed by the relevant authorities and shall submit published Advertisements to the Lessor within two (2) weeks of such publication. In the event any of the Lessee's Advertisements contravene any rule, standard or regulation, the Lessee shall immediately cease such Advertisements. Further to the foregoing, the Lessee shall indemnify the Lessor against any loss, damage, claim, action, proceedings, costs and/or expense arising out of or in connection with the publication of any Advertisements by the Lessee.

4.5 Merchandising Display

The Lessee shall use to its best advantage all space available in the Premises for display and adequate

merchandising of the Lessee's goods wares and stock-in-trade and shall keep the display windows and other appropriate parts of the Premises adequately lighted with electric illumination during such periods of time as the Lessor may from time to time require in respect of all retail businesses in the Centre PROVIDED ALWAYS that the Lessee shall not by the installation of any fittings equipment facilities or illumination or by the display of merchandise or other objects or otherwise spoil impair or detract from the architectural form style or appearance of the Premises the Common Area or the Centre generally.

4.6 Signs

The Lessee shall not without the prior approval in writing of the Lessor erect, display, affix or exhibit on or to the exterior of the Premises or the interior face of any shop front of the Premises any signs, lights, embellishments, advertisements, names, notices or banners. The Lessor's approval for the Lessee to erect, display, affix or exhibit the said signs, lights, embellishments, advertisements, names, notices or banners is strictly discretionary and the Lessee acknowledges, confirms and agrees with the Lessor that the Lessor may withdraw such approval without reason at the Lessor's sole and absolute discretion.

4.7 No Noxious Use, etc. of Premises

The Lessee shall not at any time during the Term:

- 4.7.1 use exercise carry on permit or suffer to be used exercised or carried on in upon or about the Premises or any part thereof any noxious noisome or offensive art trade business occupation or calling; or
- 4.7.2 do or omit or permit or suffer to be done or omitted any act matter or thing whatsoever in upon or about the Premises or the Centre or any part thereof which is or shall or may be or grow to the annoyance nuisance grievance damage or disturbance of other lessees tenants or occupiers of the Centre or persons otherwise lawfully therein or occupiers or owners of any adjacent premises; or
- 4.7.3 cause any pollution and shall take adequate measures to prevent pollution and shall implement at its own costs measures to minimise any form of pollution when required by the Lessor or any relevant authorities. Provided Always that the Lessor shall not, at all times, be responsible to the Lessee for any loss, damage or inconvenience as a result of any danger, nuisance, annoyance and/or interference whatsoever caused by other occupiers or owners of any adjacent premises in the Centre and/or occupiers or owners of neighbouring buildings.

4.8 Restriction on Use of Name of Centre

The Lessee shall not without the Lessor's prior written consent use the name of the Centre or any picture or likeness of the Centre or the Premises in its registered or trading name or for any advertising or purpose other than as the address and place of business of the Lessee PROVIDED that the Lessee shall be entitled to incorporate references to and illustrations and sketches of the Centre in any dockets vouchers catalogues advertisement or sales promotion material relating to the business carried on by it in the Centre. If the Lessee's registered name, trading name or company name shall so include the name or title of the Centre the Lessee shall upon the expiration or sooner determination of the Term lodge with the Accounting and Corporate Regulatory Authority ("ACRA") or such other relevant authority or body a change in business name if it is registered under the Business Names Registration

Act 2014 or a change in company name if the Lessee is a company and the name of the company includes the said name or title, and in any event the Lessee shall take all steps necessary to remove such name or title from the name of the business or company (whichever is applicable).

4.9 Radio, Television Aerials

The Lessee shall not without the prior written consent of the Lessor erect or place upon within or without the Premises any radio or television aerial or antenna or any loudspeakers screens or similar devices or equipment and shall not without like consent use or permit to be used any radio gramophone television or other like media or equipment likely to be heard or seen from outside the Premises and the Lessee acknowledges and accepts that any consent given as aforesaid may at any time be withdrawn in the event the Lessor shall so determine having regard to the interests of the Centre as a whole and/or the rights or interests of other tenants occupiers or persons lawfully therein.

4.10 Parking of Delivery Vehicles

The Lessee shall not permit trade or other vehicles while being used for delivery and pick up of merchandise to or from the Premises to be driven parked or stopped at any place or time within the Centre except within the loading dock of the Centre or at such other place or places and at such time or times as the Lessor and/or the Management Corporation may specifically allow and the Lessee shall prohibit its employees service suppliers and others over whom it may have control from parking trade, delivery or other vehicles similarly used during loading or unloading in any place other than the said loading dock or such other places which the Lessor and/or the Management Corporation may from time to time allot for such purposes and from obstructing in any manner howsoever the entrances exits and driveways in and to the common parking areas and also the pedestrian footways in or to the Common Area.

4.11 Loading Dock

The Lessee shall not use nor permit to be used the said loading dock for the storage of goods or for any other purpose other than the prompt loading and unloading of goods.

In the event that the Infocomm Media Development Authority of Singapore or such other relevant authority introduces any urban logistic programme to improve the efficiency and productivity of the Centre's logistics processes and operations, the Lessee hereby acknowledges the Lessor's intention to participate in the implementation of such programme and the Lessee agrees and confirms with the Lessor that the Lessee shall co-operate and participate in the same.

4.12 No Solicitation in Common Area

The Lessee shall not nor by its employees or agents solicit business in the parking area or the Common Area nor distribute pamphlets or other advertising matter to or in motor or other vehicles parked in the parking area or in the Common Area nor display advertising material generally except in such manner and under such conditions as may from time to time be approved by the Lessor and/or the Management Corporation.

4.13 Rules and Regulations of Centre

The Lessee shall at all times observe and comply with the rules and regulations of the Centre contained

in **Schedule 3** hereto (and as from time to time varied added to deleted or amended by the Lessor and/or the Management Corporation as hereinafter provided) relating to the management and care of the Centre and the conduct of lessees PROVIDED that no amendment or variation of such rules and regulations shall be inconsistent with the rights of the Lessee as expressed in this Lease and the Lessee acknowledges accepts and declares that any failure of the Lessee to keep any such rules and regulations which may from time to time be in force shall constitute a breach of the terms of this Lease in the same manner as if such rules and regulations were contained herein as covenants with the Lessor.

4.14 Condition of Premises

The Lessee hereby accepts the state and condition of the Premises on an as is where is basis as at the date of this Lease and acknowledges and declares that no promise representation warranty or undertaking has been given by or on behalf of the Lessor in respect of the suitability of the Premises or the Centre for any purpose or business to be carried on therein (including the suitability or fitness of the Premises in relation to the Permitted Use) or to the fittings finishes facilities and amenities of the Premises or the Centre or as to other businesses to be carried on in the Centre. The Lessee also agrees that no promise representation warranty or undertaking has been given by or on behalf of the Lessor in respect of the view from the Premises, the visibility of the Premises from any part of the Common Area in the Centre nor the light air or any other physical condition of the Premises including access to and egress from the Premises to any other part of the Centre.

4.15 Electricity, Water, Gas, Energy Utilities etc. Charges

- 4.15.1 The Lessee shall continue with its existing arrangements in respect of the electricity, water, gas, telephone, and/ or other energy utilities/ services supplied and consumed in or on the Premises.
- 4.15.2 In the event the Lessor, and/or the Management Corporation applies for the purchase of and/or purchases electricity and/or energy utilities from any electricity and/or energy utilities suppliers/retailers as the Lessor and/or the Management Corporation may deem fit, the Lessee acknowledges agrees to and confirms the purchase on the Lessee's behalf and that the application to be made to the EMA (if so required) / utilities suppliers / utilities retailers shall be made in the name of the Lessor and/or the Management Corporation, the Lessee, other subsidiary proprietors, the lessees of the Centre, and any other persons necessary for such applications. In the event the Lessor and/or the Management Corporation does not apply for the purchase of electricity pursuant to this Clause 4.15.2 of the **Attachment**, the Lessee shall have the right to choose its own OEM retailer at the Lessee's own cost and expense (including the bearing of all costs and expenses incurred in procuring electricity from the Lessee's chosen OEM retailer or any change of OEM retailers), provided that the existing physical infrastructure of the Centre supports doing so.
- 4.15.3 The Lessee shall pay all charges, security deposits, fees and expenses (including any taxes now or in the future imposed) in respect of the electricity, energy utilities, water, gas, and other services supplied to the Premises and consumed on the Premises as well as the necessary hire charges for any equipment or appliances supplied to the Lessee (save for such hire charges for any equipment or appliances supplied in respect of electricity supply, in the event the Lessor and/or the Management Corporation purchases electricity on the Lessee's behalf) and all other charges and impositions as may be imposed by the EMA, the Lessor, the electricity suppliers/retailers, the energy utilities suppliers/retailers, the Public Utilities Board, SP Services Limited, the Singapore Telecommunications Limited, the Management Corporation, and/or any

other supplier/retailer for the supply of electricity, energy utilities, water, gas or any other utilities services supplied to the Premises. All statements for charges of electricity and/or energy utilities issued by the Lessor and/or the Management Corporation shall be accepted by the Lessee as final and conclusive save for clerical errors.

- 4.15.4 The Lessee acknowledges agrees and confirms that the electricity and energy utilities suppliers / retailers are the suppliers / retailers of the electricity and energy utilities and the Lessor and/or the Management Corporation is not responsible and liable for:
- 4.15.4(a) any and all losses damages and/or liability suffered or incurred by the Lessee caused by or as a result of any defect inconsistency failure delay or interruption or any reduction surge or variation of the supply and transmission of electricity and/or energy utilities wherever or whenever occurring; and
 - 4.15.4(b) any economic loss and/or loss of revenue and/or profits and/or business or custom, however or whenever occurring, save for any loss or damage suffered by the Lessee due to the gross negligence or wilful default on the part of the Lessor to maintain the Centre or such parts of the Centre which are owned by the Lessor.
- 4.15.5 In the event the Lessor and/or the Management Corporation applies for the purchase of electricity as provided in Clause 4.15.2 of the **Attachment**, the Lessee acknowledges agrees and confirms that these further provisions shall apply:
- 4.15.5(a) The Lessee shall not tamper with or do any act which may affect the accuracy of the electricity meter. All costs of repair or replacement of inaccurate damaged or lost meters shall be borne by the Lessee.
 - 4.15.5(b) The Lessee shall pay to the Lessor and/or the Management Corporation the invoiced sum for electricity and/or utilities supplied (including any administrative fee (including GST) and/or electricity/utilities deposit) within fourteen (14) days of the Lessor's and/or the Management Corporation's invoice. The Lessor and/or the Management Corporation shall be entitled to charge interest at the rate of **one per cent (1%)** per month on any outstanding amount and reminder fees for reminders sent to the Lessee.
 - 4.15.5(c) The Lessee shall provide all information as required by, and render all assistance to (including access to the Premises), the Lessor and/or the Management Corporation and/or any electricity retailer and/or any electricity supplier or their agents in connection with the supply of electricity and/or utilities supply to the Premises.
 - 4.15.5(d) For the avoidance of any doubt, any breach by the Lessee of this Clause 4.15 of the **Attachment** shall be deemed a breach of this Lease and the Lessor shall be entitled to exercise its rights under Clause 10.1 of the **Attachment**. In addition to any other rights of the Lessor, the Lessor may forfeit the electricity/utilities deposit.
 - 4.15.5(e) The Lessor shall commence the procurement of the supply of electricity by serving the Lessee a notice that the electricity supply shall be effected on the electricity supply commencement date. The electricity supply shall be terminated without need for reference to the Lessee should any of the events specified in Clause 10.1 of the

Attachment occur.

- 4.15.5(f) Should the Lessor terminate this Lease by virtue of its rights under Clause 10.1 of the **Attachment**, the Lessor shall also terminate procurement of electricity and/or utilities supply under this Clause 4.15 of the **Attachment**.
- 4.15.5(g) The Lessor may at its sole discretion (without assigning any reasons and without prejudice to any antecedent rights of the Lessor) by a one (1) month notice to the Lessee terminate the electricity and/or utilities supply as provided by this Clause 4.15 of the **Attachment**.
- 4.15.5(h) The Lessee shall grant access to the Lessor and/or the Management Corporation and/or the electricity retailer or supplier or any of their employees, contractor, sub-contractor and agents for the connection for procurement of supply of electricity, for the purpose of reading the meters, inspecting the condition of the meters, repair and maintenance of the meters and discontinuation of the supply of electricity to the Premises.
- 4.15.5(i) The Lessor shall be entitled from time to time by notice to the Lessee to amend, supplement or modify the terms and conditions for the supply of electricity and/or utilities supply under this Clause 4.15 of the **Attachment**. The Lessee agrees to observe and comply with the same with effect from the date as stated in such notice.
- 4.15.5(j) The Lessor shall charge the Lessee and the Lessee shall pay to the Lessor and/or the Management Corporation such usage rate, the rates for high tension supply or low tension supply (whichever is applicable) as the Lessor shall notify the Lessee from time to time.
- 4.15.5(k) The Lessee shall not tap or use or permit to be tapped or used for any purpose whatsoever any electricity and/or utilities supply and/or any water from any source or supply other than that arranged and paid by the Lessee.
- 4.15.5(l) If so required by the Lessor, the Lessee shall execute such works as may be necessary to direct electricity, water and/or utilities supply such as pipes, cables, and the like (if any) to the requirement and satisfaction of the Lessor and/or the Management Corporation and/or other relevant authorities, at the Lessee's own costs save for works in relation to electricity supply, which shall be at the Lessor's costs.

4.16 Sale

The Lessee shall not conduct or permit to be conducted on the Premises any auction sale or closing down sale or removal sale without the prior written consent of the Lessor. Any other permissible sale conducted on the Premises shall not exceed thirty (30) days.

4.17 Display in Common Area

The Lessee shall not use or permit to be used the Common Area or any part thereof for any business or commercial purposes or the display or advertisement of any goods or services except with the prior written consent of the Lessor and/or the Management Corporation and in accordance with any

conditions imposed by the Lessor and/or the Management Corporation.

4.18 Other Cooling Methods

The Lessee shall not without the prior written consent of the Lessor install or use air-conditioning or cooling units or other methods of cooling except that (if any) provided by the Lessor.

4.19 Air-Conditioning

4.19.1 Where any plant machinery or equipment for mechanical ventilation and air-conditioning ("the air-conditioning") is installed in the Centre or the Premises the following provisions shall apply:

4.19.1(a) Where the air-conditioning is installed in or about the Premises the Lessee shall to the extent of the Lessee's control over the same at all times use and regulate the air-conditioning to ensure that the air-conditioning is employed to its best advantage in the conditions from time to time prevailing and so that it is in reasonable balance with conditions in the public areas and shall at the Lessee's expense keep the air-conditioning in good repair and condition and regularly serviced by the local agents of the air-conditioning at least once a month.

4.19.1(b) The Lessor shall not be under any liability to the Lessee or to any other person arising from any inability or failure on the part of the Lessor and/or the Management Corporation to operate or maintain the air-conditioning at any time or times for any reason whatsoever (save for any loss or damage suffered by the Lessee due to the gross negligence or wilful default of the Lessor to maintain the air-conditioning in the Centre) and to the extent to which the Lessor and/or the Management Corporation has control over the same the use and operation of the air-conditioning shall at all times be at the discretion of the Lessor and/or the Management Corporation.

4.19.2 It is acknowledged and agreed that the Lessee has installed its own air-conditioning to the Premises and will continue to do so for the Term.

4.20 Infectious Illness

The Lessee shall in the event of any infectious illness occurring in the Premises forthwith give notice thereof to the Lessor and to the proper public authorities and shall at the expense of the Lessee thoroughly fumigate and disinfect the Premises to the satisfaction of the Lessor and such public authorities and otherwise comply with their reasonable and lawful requirements in respect of the same.

4.21 Notice of Defects

The Lessee shall give to the Lessor prompt written notice of any accident or defect or want of repair in any services to or fittings in the Premises and of any circumstance likely to be or cause any danger risk or hazard to the Premises or to the Centre or any person therein.

4.22 No Liability

The Lessor shall not be under any liability to the Lessee nor to any other person arising from non-operation of any lifts or escalators for maintenance and/or any inability or failure on the part of the Lessor and/or the Management Corporation to operate or maintain any lifts or escalators installed in the Centre at any time or times for any reason whatsoever and/or for any accidents that may occur to the Lessee or any other persons using the lifts or escalators, save for any loss or damage suffered by the Lessee due to the gross negligence or wilful default on the part of the Lessor to maintain the Centre or such parts of the Centre which are owned by the Lessor. Provided that to the extent to which the Lessor and/or the Management Corporation has control over the same, the use and operation of such lifts and escalators shall at all times be at the discretion of the Lessor and/or the Management Corporation.

4.23 Amendments/Variations and Additional/Special Terms and Conditions

The Lessee shall at all times during the Term observe and comply with the Amendments/Variations to this Lease (if any) set out in **Schedule 7** and the Additional/Special Terms and Conditions (if any) set out in **Schedule 8**. In the event of any conflict between the terms and conditions of this Lease and the terms and conditions of **Schedule 7** and **Schedule 8**, the terms and conditions of **Schedule 7** and **Schedule 8** shall prevail.

4.24 INTENTIONALLY OMITTED

4.25 Point-Of-Sale System

In the event the Lessor, Frasers Property Limited or Frasers Property Limited subsidiaries or related companies ("FPL"), decides to commence and implement a Point-Of-Sale System ("POS System") in the Centre, the Lessee acknowledges confirms and agrees with the Lessor that the Lessee shall participate in the POS System, and the Lessee shall permit the Lessor, FPL, the appointed vendor and/or any service provider to install in the Premises such equipment and wiring as may be deemed necessary by the Lessor or FPL in connection with the POS System. The Lessee shall sign such other agreement(s) with the Lessor, FPL, the appointed vendor and/or any service provider as may be required arising from the POS System.

4.25.1 Where the Lessee's existing POS system is compatible for integration with the POS System, the costs and expenses for the ad-hoc integration of the Lessee's existing POS system with the POS System (including software) shall be borne equally by the Lessee and the Lessor.

- 4.25.2 Where the Lessee's existing POS system is not compatible for integration with the POS System and the Lessee is required to purchase a new compatible POS system based on the Lessor's approved specifications, the costs and expenses for the purchase of such new POS system and the ad-hoc integration of such new POS system with the POS System (including software) shall be borne equally by the Lessee and the Lessor.
- 4.25.3 In the event the Lessee does not have its own POS system, the Lessee shall purchase its own compatible POS system at its own costs and expenses Provided Always that if the options for a compatible POS system which is available in the market are limited and the cost to the Lessee to purchase a compatible POS system is substantially higher than a non-compatible POS system, the costs and expenses for the purchase of such compatible POS system shall be borne equally by the Lessee and the Lessor. The costs for the ad-hoc integration of the Lessee's POS system with the POS System (including software) shall be borne equally by the Lessee and the Lessor.

In respect of any above-mentioned costs to be borne equally by the Lessee and the Lessor:

- 4.25.4 the portion of the Lessor's appointed vendor's and/or service provider's POS fees payable by the Lessee is as provided in **Item 15 of Schedule 1** (i.e. the Lessor's Vendor's POS Fee), being half the total fees as charged by the Lessor's appointed vendor and/or service provider; and
- 4.25.5 the portion of the Lessee's vendor's POS fees (if any) payable by the Lessor shall be half the total fees as charged by the Lessee's vendor, subject to the Lessee submitting to the Lessor documentary evidence satisfactory to the Lessor of the said Lessee's vendor's POS fees (if any). Further to the above, each party shall bear its own costs for the maintenance of its own POS system.

The Lessee acknowledges, confirms and agrees with the Lessor that the POS System shall comprise internet submission via sFTP (or such other mode of submission as may be determined by the Lessor from time to time) of the Lessee's total daily sales figures from the Premises and/or the Lessee's headquarters to the Lessor's and/or FPL's electronic system (for computation of Percentage Rent purposes and/or for submission of daily sales turnover purposes in accordance with the provisions of this Lease), on a 7-day / 365 days a year basis. The Lessee shall proceed to submit the Lessee's daily sales figures through the POS System upon the Lessee's commencement of business at the Premises.

In the event the Lessee for whatsoever reason(s) fails to participate in the POS System, fails to operate/ensure proper operation of the POS System and/or fails to ensure the internet submission via sFTP (or such other mode of submission as may be determined by the Lessor from time to time) of the Lessee's total daily sales figures to the Lessor's and/or FPL's POS System and/or for any reason whatsoever wherein the Lessor does not receive the Lessee's total daily sales figures through the POS System, then the Lessee shall on demand permit the Lessor, FPL, the appointed vendor and/or any service provider to inspect and effect the necessary rectification of the Lessee's POS system and the Lessee shall pay all costs, fees, re-connection/associated/related charges and expenses in the event the Lessor, FPL, the appointed vendor and/or any service provider determines the necessary rectification is due to any act or omission of the Lessee.

Without prejudice to the Lessor's rights under this Lease, during this period of non-transmission of the Lessee's total daily sales figures through the POS System, the Lessee shall pay agreed liquidated damages for the breach of this Clause 4.25 of the **Attachment** ("the POS Liquidated Damages"). The

POS Liquidated Damages for each day of breach (such day(s) as determined by the Lessor) is \$50.00, or such other sum as the Lessor may determine from time to time.

The Lessor shall not be liable to the Lessee, nor shall the Lessee have any claims against the Lessor and/or FPL in respect of or arising from any act or omission of any appointed vendor and/or any service provider for any reason in relation to the POS System used for the Premises (including such in respect of or arising from the integrity, security and/or failure of the POS System).

Notwithstanding the above, the Lessor may as an alternative and at the Lessor's sole discretion, allow the Lessee to participate in the POS System via one of the following modes to enable the transmission of the required daily sales figures from the Premises to the Lessor's and/or FPL's electronic system:

- 4.25.6 Subscription by the Lessee to a BroadBand on Mobile Wireless Service to connect to the Lessee's POS system in the Premises. The Lessee shall permit the Lessor, FPL, the appointed vendor and/or any service provider to install a software adaptor on the Lessee's POS system terminal(s) for this same purpose; or
- 4.25.7 Enabling the transmission of the required daily sales figures from the Lessee's headquarters; or
- 4.25.8 Such other mode(s) as shall be prescribed and approved by the Lessor in writing.

In respect of the above, the Lessee shall undertake the connection, service subscription, modifications and all other required related works to the Lessee's POS system terminal(s) and shall be solely responsible for all supporting hardware and software, with any integration costs arising to be borne equally by the Lessee and the Lessor (save for costs in relation to any internet connection, which shall be borne by the Lessee).

Further the Lessee shall co-operate with the Lessor, FPL, the appointed vendor and/or any service provider in respect of the POS System at the Centre for the implementation and operation of the electronic system without demand.

4.26 Submission of Sales Turnover / Monthly Statements

Without prejudice to Clause 2.1.2 of this Attachment, the Lessee shall submit to the Lessor monthly statements verified and signed by the Lessee's senior manager, director, or such officer or senior executive of the Lessee acceptable to the Lessor ("the Lessee's Authorised Officer") or Certified Public Accountant ("CPA"), of the daily gross sales of the preceding month from all business conducted from the Premises and from the Common Area (if applicable) no later than seven (7) days after the commencement of each month. The terms and conditions of **Schedule 2** shall apply insofar as the terms and conditions are applicable for determining "gross sales" and the form and particulars of such gross sales statements.

The Lessee covenants with the Lessor that if the Lessee should fail, for any reason whatsoever, to deliver the statement(s) of daily gross sales turnover, or if the Lessor shall require verification of such statement(s) the Lessor shall, in addition to any other rights and with no less than three (3) days' prior written notice to the Lessee, be entitled to examine the books and records of the Lessee in respect of the Lessee's business at the Premises and the Common Area (if applicable) and to make copies thereof in order to ascertain the amount of daily gross sales turnover and the Lessee shall promptly make

available all such books and records to the Lessor. For the purpose of any such verification, the Lessor shall additionally be entitled to engage the services of an independent auditor at the expense of the Lessee.

Where Percentage Rent is not payable by the Lessee and the Lessee has fulfilled all its obligations in respect of its participation in the POS System in accordance with the provisions of this Lease, and there is satisfactory electronic transfer of the sales data from the Lessee's POS terminals in the Premises and/or the Lessee's headquarters to the POS System as confirmed by the Lessor in writing to the Lessee, then for so long as the Lessor is satisfied with such electronic transmission as above described, the Lessee shall not be required to manually provide the monthly statements in respect of the daily gross sales turnover from all business conducted from the Premises or from the Common Area.

4.27 INTENTIONALLY OMITTED

4.28 INTENTIONALLY OMITTED

4.29 INTENTIONALLY OMITTED

4.30 Lighted Signboard

The Lessee acknowledges and confirms that the Lessee's signboard at the Premises shall be lighted at all times when the Centre is opened for business.

4.31 Lessor's Right to Amend / Alter / Modify

The Lessor reserves the right to amend / alter / modify the shop layout, merchandise display and overall retail concept if necessary. If the Lessee does not conform to the Lessor's requirements, the Lessor reserves the right to terminate this Lease.

4.32 Use of Trade Name / Business Name

4.32.1 The Lessee hereby confirms and agrees with the Lessor that the Lessee shall, before the Commencement Date, furnish to the Lessor evidence that:

4.32.1(a) the Lessee has complied with and also obtained all approvals and registrations as may be required by any laws, rules and regulations and the relevant government authorities regarding the use of its trade name / business name set out in the Permitted Use in **Item 8(a) of Schedule 1**, including but not limited to the Business Names Registration Act 2014; and

4.32.1(b) the Lessee is authorised to use the trade name / business name set out in the Permitted Use in **Item 8(a) of Schedule 1**.

Without prejudice to the generality of the foregoing, where the Lessee has not registered its trade name / business name with the Accounting and Corporate Regulatory Authority as a business under the Business Names Registration Act 2014 or under the Companies Act 1967 or the Limited Liability Partnerships Act 2005, the Lessee shall, before the Commencement Date:

4.32.1(c) if the Lessee is operating its business under a subsisting franchise agreement, furnish

to the Lessor written confirmation from the franchisor that the Lessee is authorised or permitted to operate under such a franchise arrangement, or such other satisfactory evidence as the Lessor may require; or

- 4.32.1(d) if the Lessee is operating its business as a permitted user of a registered trademark under the Trade Marks Act 1998, furnish to the Lessor evidence that the Lessee is a permitted user of such a trademark, or such other satisfactory evidence as the Lessor may require.

Should the Lessee fail to furnish to the Lessor any of the above evidence prior to the Commencement Date, the Lessee acknowledges, confirms and agrees with the Lessor that the Lessor may at its sole option determine that either:

- 4.32.1(e) the Lease will continue to apply subject to the Lessee submitting to the Lessor a new proposed registered trade name / business name and/or a new proposed Permitted Use for the Lessor's approval and such other terms and conditions as the Lessor may determine; or

- 4.32.1(f) the Lease shall lapse, be null and void and of no further effect whatsoever. The Lessor shall then refund to the Lessee the Security Deposit paid hereunder (free of interest) and thereafter, neither party shall have any claims or demands against the other in connection with the Lease or the Premises. The Lessee shall not be entitled to make and shall not make any claims against the Lessor or any party for stamp fees, legal costs or administrative costs (if applicable) and any other expenses paid or required to be paid.

- 4.32.2 The Lessee warrants, represents and confirms with the Lessor that it shall throughout the Term maintain the registration of its trade name / business name, franchise agreement or trade mark (whichever is applicable) and its compliance with all laws, rules and regulations affecting or relating to the use of its trade name/business name at the Premises and in the Business Names Registration Act 2014 and any other laws and regulations.

- 4.32.3 The Lessee shall produce to the Lessor on demand documentary evidence of the registration and renewal of its trade name / business name, franchise agreement or trade mark (whichever is applicable) under the Business Names Registration Act 2014, with the franchisor or under the Trade Marks Act 1998 (whichever is applicable) and as required by the relevant government authorities.

- 4.32.4 Where the Lessee is in breach of Clauses 4.32.2 and 4.32.3 of the **Attachment** above, the Lessor shall be entitled to do the following:

- 4.32.4(a) require the Lessee to forthwith procure at its sole expense the use of a new registered trade name / business name for the Premises (subject to the Lessor's approval) and to ensure that the legal arrangements and approvals for the use of the said new registered trade name / business name are in good order to the satisfaction of the Lessor; or

- 4.32.4(b) terminate the Lease herein without prejudice to any right of action of the Lessor in respect of any antecedent breach of the provisions and conditions of this Lease by

the Lessee and without prejudice to any other rights at law or in equity which the Lessor may have against the Lessee.

4.33 Frasers Sustainability Programme Initiatives

The Lessee is aware and shall co-operate, support and participate in the Frasers Sustainability Programme Initiatives or such other green programmes as may be implemented by the Lessor from time to time, on such terms as may be mutually agreed upon between the Lessor and the Lessee. The Lessee shall also encourage its employees, contractors and customers to participate in the Frasers Sustainability Programme Initiatives. The Lessor shall not be responsible for or be liable to the Lessee for any inconvenience, loss, damage, compensation, cost or expense whatsoever and howsoever arising from the Lessee's participation and compliance with the Frasers Sustainability Programme Initiatives.

4.34 INTENTIONALLY OMITTED

5. MAINTENANCE, REPAIR, ALTERATIONS, ETC.

The Lessee further covenants with the Lessor that:

5.1 Repair of Premises

The Lessee shall during the whole of the Term and otherwise so long as the Lessee shall remain in possession or occupation when where and so often as need be maintain repair and keep the whole of the Premises in good and substantial repair working order and condition and in particular all machinery plant equipment fixtures and things thereto belonging or which at any time during the Term of possession or occupation as aforesaid shall be erected therein or thereon or be part thereof (damage by fire flood lightning storm tempest Act of God and war excepted) PROVIDED however that nothing herein contained shall impose any obligation upon the Lessee to do any work of a structural nature except all that which may be occasioned by any act neglect or default of the Lessee or through any use or occupancy of the Premises by the Lessee.

5.2 Termination of Lease

The Lessee shall at the expiration or sooner determination of this Lease peaceably surrender and yield unto the Lessor the whole of the Premises and every part thereof on an "as is where is" state and condition and in all respects clean and free from rubbish provided that the Lessee is not obliged to remove the Lessee's Plant and Equipment at its expiry or termination. The Lessee may remove the Lessee's Plant and Equipment any time during the Term provided that such removal shall not adversely affect the ordinary course of the business at the Premises or at its expiry or termination but may choose to leave the same in the Premises at the expiry or termination of the Term, in its sole discretion. The Lessee is not required to re-instate the Premises to its bare state and condition.

5.3 The Lessee shall without affecting the generality of this clause and at the Lessee's sole cost and expense:

5.3.1 INTENTIONALLY OMITTED

5.3.2 Cleaning of Premises

cause the Premises (including external surfaces of windows and doors) to be cleaned in a proper and workmanlike manner and during the whole of the Term to be kept clean and free from dirt and rubbish and shall particularly store and keep all trade waste trash and garbage in proper receptacles and arrange for the regular removal thereof from the Premises to such proper place and/or receptacles therefor as are provided by the Lessor;

5.3.3 Lessee's Equipment

keep clean and maintain in good order repair and condition all fittings plant furnishings and equipment of the Lessee;

5.3.4 Damage to Common Area

from time to time make good any breakage defect or damage to the Common Area or to any adjoining premises or any facility or appurtenances thereof occasioned by want of care misuse or abuse on the part of the Lessee or the Lessee's servants agents contractors or sub-contractors or other persons claiming through or under the Lessee or otherwise occasioned by any breach or default of the Lessee hereunder or under any rules and regulations of the Lessor and/or the Management Corporation made pursuant hereto;

5.3.5 Replacement of Breakages, etc.

immediately repair and replace all broken glass (including those in exterior show-windows) with that of the same or similar quality and all lighting and electrical equipment which may from time to time become damaged or broken (including light globes and fluorescent tubes) and plumbing installed upon the Premises;

5.3.6 Compliance with Statutes, etc.

forthwith comply with all statutes ordinances proclamations orders or regulations and by-laws present or future (including without limitation, regulations from time to time issued by the Fire Safety Bureau) affecting or relating to the use of the Premises and with all requirements which may be made or notices or orders which may be given by any governmental semi-governmental health licensing civic or any other authority having jurisdiction or authority over or in respect of the Premises or the user thereof and shall keep the Lessor indemnified in respect of all such matters in this paragraph referred to PROVIDED ALWAYS that the Lessee shall be under no liability in respect of any structural alterations the requirement for which was not caused by or resulting from the Lessee's use or occupation of the Premises; and

5.3.7 INTENTIONALLY OMITTED

5.4 Alteration

The Lessee shall not without the prior written consent of the Lessor make any alteration or addition in or to the Premises or any part thereof and shall in the course of such alterations or additions made with the consent of the Lessor observe and comply with all requirements of the Lessor and public authorities.

5.5 Installation of Equipment, etc.

Without affecting the generality of the foregoing, the Lessee shall in particular, not install any water gas or electrical fixtures equipment or appliances or any apparatus for illuminating air-conditioning cooling or ventilating the Premises nor mark paint or drill or in any way deface any walls ceilings partitions floors wood or other part of the Premises, without prior written consent from the Lessor. In addition, the Lessee shall not install or use or permit to be in the Premises any electrical mechanical or telecommunication equipment plant machinery apparatus fixture fitting or appliance that causes heavy power surge, high frequency voltage and current noise vibration or any electrical or mechanical interference or disturbance whatsoever ('Interference'), which may prevent in any way the service or use of the communication system of any other party in the Centre or affect the operation of any other equipment plant machinery apparatus or installations of any other party in the Centre. The Lessee agrees to take such measures (at the Lessee's own costs) as shall be deemed necessary by the Lessor to eliminate the Interference.

5.6 Partitioning

The Lessee shall not install any partitioning work and/or other installations without the prior written consent of the Lessor and where necessary shall first obtain the approval and/or permission of the relevant authorities. Any or all such partitioning works and/or other installations shall be carried out by the Lessor or such persons nominated or approved by the Lessor and at the Lessee's sole cost and expense.

5.7 Property in the Partitioning

Unless otherwise agreed in writing by the parties hereto all such partitioning work and/or other installations shall remain the property of the Lessee who shall be responsible for all maintenance thereof and in the case of plant and equipment, be similarly responsible for the repair and running costs thereof and any such partitioning work and/or installations may and if so required by the Lessor shall be removed by the Lessee at or immediately prior to the expiration of the Lease and the Lessee shall upon such removal do no damage to the Premises and shall reinstate the same to its original condition prior to such installation.

5.8 Heavy Plant Equipment or Goods

The Lessee shall not bring onto or upon the Premises any heavy machinery or other plant equipment or goods with an imposed load in excess of 4KN/m² without the prior written consent of the Lessor and in no event shall any such machinery plant or equipment or goods be of such nature or size as to cause or in the opinion of the Lessor be likely to cause any structural or other damage to the floor or walls and/or other parts of the Premises or the Common Area. Prior to any such equipment or goods being brought onto or upon the Premises or the Common Area, the Lessee shall inform the Lessor and/or the Management Corporation of the Lessee's intention so to do and the Lessor and/or the Management Corporation may direct the routing installation and location of all such machinery plant and equipment and goods and the Lessee shall observe and comply with all such directions.

5.9 Lessor's Right to Inspect and Repair

The Lessor and its agents and/or the Management Corporation may at all reasonable times upon giving to the Lessee reasonable notice (except in case of emergencies when no notice shall be required) enter upon the Premises and view the state of repair thereof and may serve upon the Lessee a notice in writing of any defect for the repair of which the Lessee may be responsible hereunder requiring the Lessee

within fourteen (14) days to repair the same and in default of the Lessee so doing it shall be lawful for the Lessor and/or Management Corporation from time to time to enter and execute the required repairs and for that purpose the Lessor and/or the Management Corporation its architects contractors workmen and agents may enter upon the whole or any part of the Premises and there remain for the purpose of doing erecting or effecting any such thing and all costs and expenses incurred in carrying out such works shall forthwith be payable by the Lessee to the Lessor and/or the Management Corporation on demand.

PROVIDED ALWAYS the Lessor and/or the Management Corporation shall not be liable to the Lessee for any loss, damage or inconvenience caused directly or indirectly by any such works or repairs.

5.10 Lessor to Enter and Do Repairs

The Lessee shall permit the Lessor and/or the Management Corporation at all times on reasonable notice to enter and carry out repairs renovations maintenance alterations and/or any other works whatsoever to the Premises or any part thereof or to the Common Area or any part thereof in compliance with the Lessor's obligations hereunder or otherwise as deemed necessary or desirable by the Lessor.

PROVIDED ALWAYS the Lessor and/or the Management Corporation shall not be liable to the Lessee for any loss, damage or inconvenience caused directly or indirectly by any such works or repairs.

5.11 Requirements of Public Authorities

If at any time during the Term any governmental or other competent authority having jurisdiction or authority over or in respect of the Premises or the user thereof requests requires notifies or orders any structural alterations re-alterations additions conversions improvements or other works to be made to the Premises the Lessee shall at all times thereafter permit the Lessor to enter the Premises or any part thereof for the purpose of making any such structural alterations additions conversions improvements or other works or any of them as aforesaid PROVIDED ALWAYS that in the exercise of such right the Lessor shall endeavour to ensure that no undue or avoidable inconvenience is caused to the Lessee.

5.12 Premises to be Kept Free of Pests

The Lessee shall take all reasonable precautions to keep the Premises free of rodents vermin insects pests birds and animals and in the event of failing so to do shall if so required by the Lessor but at the cost of the Lessee periodically or from time to time employ pest exterminators approved by the Lessor.

5.13 Use of Lavatories, etc.

The Lessee shall not use nor permit or suffer to be used the lavatories toilets sinks and drainage and other plumbing facilities in the Premises or the Common Area for any purpose other than that for which the same were constructed or provided and shall not deposit nor permit to be deposited therein any sweepings rubbish or other matter and any damage thereto caused by misuse shall forthwith be made good by the Lessee.

5.14 Entrances

The Lessee shall not change or otherwise alter the size or location of the entrances of the Premises

except with the prior written consent of the Lessor.

6. INSURANCES

The Lessee further covenants with the Lessor that:

6.1 Public Liability Policy

The Lessee shall pay on demand a portion of the premium payable on the public liability insurance policy effected on a blanket basis in respect of the Premises at all times during the Term in such amounts calculated based on the proportion the area of the Premises bears to the total rentable area of the Centre. The amount of insurance coverage shall be the sum as more particularly described in **Item 10 of Schedule 1**, or such other sum as the Lessor may determine, subject to the Lessor reserving the right to require the Lessee to effect a public liability insurance policy for the same amount in the joint names of the Lessor and the Lessee in the event the said policy is not effected or maintained by the Lessor on such blanket basis.

The Lessor and the Lessee confirm and agree that in the event the Lessor is unable to obtain a blanket public liability insurance policy with a coverage as described in **Item 10 of Schedule 1** for the Centre, the Lessee shall take out its own public liability insurance policy with a coverage as described in **Item 10 of Schedule 1** (in the joint names of the Lessor and Lessee). The Lessee shall furnish certified true copies of all documentation relating to such Lessee's own public liability insurance policy to the Lessor upon its acceptance of the Lessor's offer in the Agreement Letter and from time to time as the Lessor may require and shall further ensure that all premiums thereon are promptly paid throughout the Term.

Notwithstanding the above, the Lessor agrees that the Lessee shall, in lieu of participating in the blanket public liability insurance policy taken out by the Lessor for the Centre, effect and maintain at all times during the Term its own public liability insurance policy in respect of the Premises with the Lessee's own insurance company (first approved by the Lessor), naming the Lessor as additional insured and at a coverage of not less than such sum as described in Item 10 of Schedule 1 or such other sum as the Lessor may determine. The Lessee shall ensure that all premiums payable on the Lessee's own public liability insurance policy are promptly paid throughout the Term. The Lessee shall furnish to the Lessor certified true copies of all documentation relating to the said public liability insurance policy without demand prior to the Commencement Date and in respect of any renewal of the Lessee's public liability insurance policy, at least one (1) month before the expiry of the existing policy, and from time to time as the Lessor may require.

In the event that the Lessee breaches any of its obligations under this provision, the Lessor reserves the right at any time thereafter to cease accepting the Lessee's own public liability insurance policy taken out pursuant to this provision upon the Lessor's notice in writing, and the Lessee shall be required to participate in the blanket public liability insurance policy taken out by the Lessor for the Centre in accordance with the relevant provision(s) in the Agreement Letter and the Attachment of the Lease.

6.2 Insurance of Plate Glass

The Lessee shall insure its own name, naming the Lessor as additional insured, all plate glass windows doors and display showcases within and upon the Premises in their full insurable reinstatement value and against all such risks as the Lessor may require.

6.3 Lessee not to Void Insurance

The Lessee shall not at any time during the Term do nor permit or suffer to be done any act matter or thing upon the Premises whereby any insurances in respect thereof may be vitiated or rendered void or voidable or whereby the rate of premium on any insurance shall be liable to be increased.

6.4 No Inflammables

Without prejudice to the generality of the foregoing the Lessee shall not (other than in accordance with the specified use of the Premises approved by the Lessor) store chemicals inflammable liquids acetylene gas alcohol or volatile or explosive oil compounds or substances upon the Premises and shall not use any such substances or fluids in the Premises for any purpose.

6.5 Payment of Additional Premiums

The Lessee shall from time to time and when required by notice in writing from the Lessor pay all extra premiums of insurance in respect of the Premises and the contents thereof if any be required on account of extra risk caused by the use to which the Premises are put by the Lessee and approved by the Lessor.

6.6 Compliance with Fire Regulations

The Lessee shall comply with all insurance sprinkler and/or fire alarm regulations in respect of any partitions which may be erected by the Lessee upon the Premises and the Lessee shall pay to the Lessor the cost of any alterations to the sprinklers and/or fire alarm installation which may become necessary by reason of any non-compliance by the Lessee with the regulations of the General Insurance Association or other requirements of the insurer.

6.7 Insurers

The Lessee hereby undertakes to:

6.7(a) ensure all policies of insurance liable or required to be effected hereunder by the Lessee whether in respect of property or risk either of the Lessor or the Lessee shall remain effectual and in-force throughout the duration of the Term;

6.7(b) upon cancellation of any insurance policies liable or required to be effected hereunder by the Lessee, forthwith give notice to the Lessor of the policy cancellation; and

6.7(c) effect new insurance policies in place of the cancelled insurance policies, failing which the Lessor shall be entitled to effect the insurance policies and recover forthwith from the Lessee in full any cost

and expense sustained or incurred by the Lessor as a result of the Lessor effecting the insurance policies on the Lessee's behalf.

6.8 Production of Policy, etc.

The Lessee shall in respect of any policy of insurance to be effected hereunder by the Lessee and if required by the Lessor forthwith produce to the Lessor certified true copies of that relevant policy of insurance and the receipts for payment of the last premium.

7. INDEMNITIES ETC.

The Lessee further covenants with the Lessor that:

7.1 Release of Lessor

The Lessee shall occupy use and keep the Premises at the sole risk of the Lessee and hereby releases to the full extent permitted by law the Lessor in the absence of any gross negligence or wilful default on the part of the Lessor to maintain the Centre or such parts of the Centre which are owned by the Lessor irrespective of any negligence on the part of its contractors, invitees and/or employees, from all claims and demands of every kind in respect of or resulting from any accident damage or injury occurring in and around the Centre or the Premises and the Lessee expressly agrees that in the absence of any such gross negligence or wilful default on the part of the Lessor to maintain the Centre or such parts of the Centre which are owned by the Lessor as aforesaid the Lessor shall bear no responsibility nor liability for any loss damage or injury suffered by the Lessee (whether to or in respect of the Lessee's person or property or business conducted by the Lessee) as a result of any breakage, leakage, accident or event in the Centre or the Premises.

7.2 Indemnity by Lessee

The Lessee shall and does hereby indemnify and hold harmless the Lessor from and against all actions claims demands losses damages costs and expenses for which the Lessor shall or may be or become liable in respect of and to the extent that they arise from:

- 7.2.1 the negligent use misuse waste or abuse by the Lessee or any servant agent customer or invitee of or any other person claiming through or under the Lessee of the water gas electricity oil lighting and other services facilities and appurtenances of the Premises or the Centre;
- 7.2.2 overflow or leakage of water (including rain water) in or from the Premises though originating from within the Premises or caused by or resulting from any act or omission on the part of the Lessee its servants agents sub-lessees or other persons as aforesaid;
- 7.2.3 loss damage or injury from any cause whatsoever to property or person caused by or resulting from the use of the Premises by the Lessee or any servant agent sub-lessee customer invitee or other person as aforesaid; and
- 7.2.4 loss damage or injury from any cause whatsoever to property or person within or without the Premises or the Centre occasioned by or resulting from any act omission neglect breach or default of the Lessee or any servant agent contractor or sub-contractor or sub-lessee or other person as aforesaid.

8. LESSOR'S COVENANTS

The Lessor hereby covenants with the Lessee as follows:

8.1 Payment of Rates, etc.

To pay the annual rent (otherwise known as quit rent) reserved by the Statutory Land Grant for the land on which the Centre stands (if any).

8.2 Quiet Enjoyment of the Premises

To permit the Lessee duly paying the Percentage Rent and all other sums payable hereunder and observing and performing its several covenants and stipulations herein contained to have quiet possession and enjoyment of the Premises during the Term without any interruption by the Lessor or anyone claiming under or through or in trust for the Lessor save as specifically provided herein.

8.3 Maintenance of the Centre

To maintain the Centre or such parts of the Centre which are owned by the Lessor.

8.4 Intentionally Omitted

9. MANAGEMENT AND OPERATION OF THE CENTRE

The Lessor and the Lessee covenant and agree that:

9.1 Parking Facilities

No parking facilities in the Centre shall be provided for the motor vehicles of the Lessee and its employees agents and servants but the customers and invitees of the Lessee shall have the right, subject to payment of such fee as may from time to time be fixed by the Lessor and/or the Management Corporation, to use for parking those part or parts of the Centre from time to time set aside by the Lessor and/or the Management Corporation for the parking of motor vehicles in common with the Lessor and/or the Management Corporation and all others to whom the Lessor and/or the Management Corporation has or may hereafter grant such right. The Lessee its employees agents and servants shall not without the prior written consent of the Lessor and/or the Management Corporation so use such part or parts of the Centre except for the transportation of goods to or from the Premises in the ordinary course of business and then always subject to the control of the Lessor and/or the Management Corporation and to such rules and regulations and restrictions as the Lessor and/or the Management Corporation may from time to time impose including in particular, the designation of specific areas within which such vehicles may be parked and the Lessee agrees after notice thereof to abide by such rules regulations and restrictions and to use its best efforts to procure the like compliance thereto of its employees agents and servants.

9.2 Limitation of Lessor's Obligations

The obligations of the Lessor contained in the Lease shall be subject to the express condition that whenever the Lessor is required to perform or do any act or thing then in such instance performance of

such act or thing shall not be required if it is rendered reasonably or practically impossible by reason of any riot, civil commotion, strike, lock-out, curfew, emergency, Act of God, fire, flood, escape of water, shortage of manpower, materials, fuel (due to rationing, regulation, prohibition or otherwise) or the refusal to grant permission by or the absence of consent of any person or party including the Management Corporation (where such permission or consent is required), or by reason of any matter or thing beyond the control of the Lessor.

10. DEFAULT, TERMINATION ETC.

The Lessor and the Lessee covenant and agree that:

10.1 Default of Lessee

If an Event of Default occurs, the Security Deposit paid hereunder shall be forfeited to the Lessor and the Lessor shall at any time or times after giving at least fourteen (14) days' written notice to the Lessee have the right to re-enter into and upon the Premises or any part thereof in the name of the whole and to have again, re-possess and enjoy the same as of its former estate, anything herein contained to the contrary notwithstanding, and without prejudice to any action or other remedy which the Lessor has or might or otherwise could have in respect of arrears or damages including but not limited to sums which would have been paid as Percentage Rent by the Lessee but were otherwise waived or rebated by the Lessor as a result of or arising from any such event and thereupon the Lessor shall be freed and discharged from any action suit claim or demand by or obligation to the Lessee under or by virtue of this Lease.

10.2 Right of Lessor to Remedy Lessee's Default

On each and every occasion on which the Lessee omits or neglects to pay any money or do or effect anything which the Lessee has covenanted herein to pay do or effect then it shall be lawful though not obligatory for the Lessor (and without prejudice to any of the Lessor's remedies rights or powers arising therefrom) to pay such money or do or effect such thing by its architects contractors workmen and agents as if the Lessor were the Lessee and for that purpose the Lessor its architects contractors workmen and agents may enter upon the whole or any part of the Premises and there remain for the purpose of doing or effecting any such thing and the Lessor may forthwith recover from the Lessee in full any cost or expense sustained or incurred as a result of or arising from any such payment doing or effecting.

10.3 Interest on Money Overdue

Without prejudice to the rights powers and remedies of the Lessor otherwise under this Lease the Lessee shall pay to the Lessor Interest at the rate of **twelve per cent (12%)** per annum on the date of payment on any moneys due and remaining unpaid for fourteen (14) days by the Lessee to the Lessor on any account whatsoever pursuant to this Lease, such Interest to be computed from the due date of payment of the moneys in respect of which the interest is chargeable until payment of all such moneys in full and to be recoverable in like manner as rent in arrears.

10.4 Lessor's Rights against Lessee's Goods

Notwithstanding anything herein contained if this Lease should come to an end whether by effluxion of time or otherwise and the Lessee shall have failed forthwith to remove all his goods (which expression

where hereinafter used shall include personal property of every description) from the Premises or if the Lessee shall have abandoned the Premises (and the Lessee shall be deemed to have abandoned the Premises and terminated this Lease unilaterally if the Lessee without the consent of the Lessor fails to open the Premises for business for a continuous period of thirty (30) days) then and in any of the said cases it shall be lawful for the Lessor to sell or otherwise dispose of the goods of the Lessee in the Premises at such time or times and at such price or prices as the Lessor shall think fit and without prejudice to the other rights and remedies of the Lessor. The Lessor shall after payment out of the proceeds of sale the costs and expenses connected with the said sale apply the net proceeds of sale towards payment of all arrears of Percentage Rent and the Interest thereon and all other sums of money due and payable by the Lessee to the Lessor under this Lease and the balance (if any) shall be paid over to the Lessee.

The Lessor in disposing any goods in the Premises shall be entitled to assume that any goods found in the Premises belong to the Lessee on a free and unencumbered basis and the Lessee shall indemnify and keep the Lessor indemnified against all claims actions or otherwise from any party arising from the sale of the goods found in the Premises by the Lessor.

11. GENERAL

The Lessor and the Lessee further covenant and agree that:

11.1 Waiver

Knowledge or acquiescence by the Lessor of any breach by the Lessee of any of the covenants obligations or provisions herein contained shall not operate or be deemed to operate as a waiver of such covenant obligation or provision and any waiver of the Lessor shall only be effective if given in writing. No waiver by the Lessor of any breach of any covenant obligation or provision herein contained or implied shall operate as a waiver of another breach of the same or any other covenant obligation or provision in this Lease contained or implied.

11.2 Notices

Any notice required to be served on the Lessor hereunder shall be served personally, or by sending the same by prepaid registered post addressed to the Lessor at its registered office or mailing address as described in **Item 2 of Schedule 1** or at such other address as the Lessor may from time to time nominate with written notice to the Lessee. Any notice required to be served on the Lessee hereunder shall be sufficiently served if served personally, or if left addressed to the Lessee upon the Premises, or if sent by post addressed to the Lessee at the Lessee's registered office or last known place of business or to the Lessee's mailing address as described in **Item 3 of Schedule 1**. Any notice shall be deemed to have been duly served:

11.2.1 if served personally by hand or courier, when delivered; and

11.2.2 if sent by post, at the time when it ought to have been delivered in the due course of post.

11.3 Costs of Lease

11.3.1 The Lessee shall be responsible for all stamp duties payable in respect of this Lease. In the event the Lessee requests for any variation or amendment to this Lease after the Commencement

Date, the Lessee shall pay the Lessor's solicitors' costs or Lessor's administrative costs associated with such variation or amendment. The Lessee shall pay for all the Lessor's solicitors' costs or administrative costs incurred for the preparation of documents ancillary to this Lease, including but not limited to assignment agreements, settlement agreements, surrender agreements, variation letters, side letters and such other documentation arising from Lessee-initiated requests. The Lessee shall also fully indemnify and keep indemnified the Lessor in respect of all legal costs as between solicitors and clients and other costs and disbursements incurred in respect of or in connection with the enforcement of any of the covenants undertakings stipulations terms conditions or provisions of this Lease.

- 11.3.2 The Lessee shall pay all the Lessor's reasonable costs and expenses (including costs and fees of the Lessor's engineers, surveyors and/or any other professional person wherever applicable) incurred in connection with every application made by the Lessee for any consent or approval required under this Lease, whether or not such consent or approval shall have been granted or given.

11.4 INTENTIONALLY OMITTED

11.5 No Relationship or Partnership

Nothing herein contained shall be deemed by the parties hereto nor by any third party as creating any relationship of partnership or of principal and agent or of joint venture between the parties hereto whether by reference to the method of computation of rent or otherwise by any other provision contained herein nor by any acts of the parties hereto other than the relationship of Lessor and Lessee upon the terms and conditions only as provided in this Lease.

11.6 Binding Effect of Rules and Regulations

The rules and regulations contained in **Schedule 3** hereto are deemed to form part of this Lease and the Lessee covenants to observe and comply with such rules and regulations which may from time to time be added to or varied or amended as hereinafter provided. The failure by the Lessee to keep and observe all such rules and regulations shall constitute a breach of the terms of this Lease in the same manner as if the rules and regulations were herein contained as covenants.

11.7 Rules of Centre

The Lessor and/or the Management Corporation shall have the right at any time and from time to time to delete vary amend or add to the rules and regulations for the time being deemed to be included in **Schedule 3** hereto whenever the Lessor and/or the Management Corporation deems such variations amendments deletions or additions thereto to be necessary or desirable for regulating the use of the Premises or the Common Area or the Centre or any part thereof and/or for the safety care and cleanliness thereof and a certificate with the signature of any one of the secretary, managing agents or manager of properties for the time being of the Lessor and/or the Management Corporation listing the rules and regulations for the time being in force or any amendment thereof shall until further notice be conclusive evidence of such rules and regulations or amendments being in force and made pursuant to the terms hereof at that time.

11.8 Consent or Approval of Lessor

In any case where pursuant to these presents or to any rule or regulation made hereunder the doing or executing of any act matter or thing by the Lessee is dependent upon the consent or approval of the Lessor such consent or approval may be given or withheld by the Lessor in its absolute unfettered discretion unless otherwise herein provided.

11.9 No Implication of Terms

The covenants provisions terms and agreements contained in the Lease in respect of the Premises and duly accepted by the Lessee, comprise the whole of the agreement between the parties hereto or their appointed agents and the parties hereto expressly agree and declare that no further or other covenants agreements provisions or terms whether in respect of the Premises, the Centre or otherwise shall be or be deemed to be implied herein and the existence of any such implication is hereby negated.

11.10 Common Area

Notwithstanding anything herein contained or implied to the contrary, the Lessor and/or the Management Corporation may permit any person or organisation to hold any function or exhibition or display any merchandise in any part or parts of the Common Area for such purposes or at such times and upon such terms and conditions as the Lessor and/or the Management Corporation may in their absolute discretion think fit, without impeding or interfering with access to and from the Premises.

11.11 Kiosks

The Lessor and/or the Management Corporation expressly reserve the right from time to time during the Term to erect remove and/or re-erect kiosks or other structures in any part of the Common Area (save in any part thereof which could prevent access to and from the Premises) and to grant to any person the exclusive use of all or any part thereof for such purposes or periods of time and upon such terms and conditions as the Lessor and/or the Management Corporation may in their absolute discretion think fit. For avoidance of doubt, this clause does not apply to the kiosks operated by the Lessee as at the commencement of this Lease.

11.12 Public Address System

Notwithstanding anything herein contained or implied to the contrary the Lessor may in its absolute discretion provide and install a public address system throughout the Common Area or any part thereof and may play relay or broadcast or permit any other person to play relay broadcast recorded music or public announcements thereon.

11.13 Approvals / Consents

Any consent or approval under this Lease shall be obtained before the act or event to which the application relates is carried out or occurs and shall be effective only when such consent or approval is given.

11.14 No Lodgement of Caveat

The Lessee shall not register this Lease nor lodge a caveat in respect of this Lease at the Land Registry, Singapore Land Authority, whether before or at any time during the Term. Nothing in this Lease shall compel the Lessor to carry out the subdivision of any part of the Premises or the Centre.

11.15 Provisions Invalid

Any illegality invalidity or unenforceability of any provision of this Lease under the law of any jurisdiction shall not affect its legality or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision.

11.16 Holding Over

If the Lessee should continue to occupy the Premises beyond the expiration or determination of the Term or fail to deliver vacant possession thereof to the Lessor after the expiration or determination of the Term whether with the Lessor's acquiescence or otherwise and without any express agreement between the Lessor and the Lessee, the Lessee shall only continue to occupy the Premises on a "monthly tenancy" basis and shall pay to the Lessor in every month of such holding over, an amount equivalent to double the amount of the Percentage Rent calculated based on the average gross sales over the preceding 12 months, and there shall be no renewal of this Lease whether by operation of law or pursuant to the provisions of this Lease. During the period of such holding over all other provisions of this Lease shall be and remain in effect. The provisions herein shall not be construed as the Lessor's consent to the Lessee holding over after the expiration or determination of the Term.

11.17 Contracts (Rights of Third Parties) Act 2001

The parties hereby agree that the Contracts (Rights of Third Parties) Act 2001 (hereinafter called "the Act") shall not apply to this Lease, and a person who is not a party to this Lease has no rights under the Act to enforce any terms of this Lease.

11.18 Determination of Floor Area

The Lessor and the Lessee agree to accept certified floor plan(s) or building plan(s) accepted by the Chief Surveyor, Singapore Land Authority which indicates the Floor Area of the Premises instead of appointing a registered surveyor to carry out a survey to determine the Floor Area of the Premises.

11.19 INTENTIONALLY OMITTED

11.20 Assign Rights & Interest

The Lessor may assign all its rights and interest and transfer its obligations under this Lease. Where the Lessor assigns its rights and interest and transfers its obligations hereunder (including the transfer of the Security Deposit), the Lessee shall be deemed to have consented to any such assignment and transfer. It is hereby agreed that the Lessee shall accept the assignee as the new lessor and will release the Lessor from all its obligations under this Lease, in particular the obligation of the Lessor to refund the Security Deposit payable under Clause 3 of the **Attachment**. Where required by the Lessor, the Lessee shall execute any documents made or to be made by the Lessor and its assignee, such documents to be prepared by and at the expense of the Lessor.

12. ABSOLUTE EXCLUSIONS

Notwithstanding anything to the contrary herein contained the Lessee hereby covenants with the Lessor not to use nor permit or suffer the use of the Premises or any part thereof:

- 12.1 for any illegal or immoral purpose;
- 12.2 for the sale by wholesale of tobacco in any form;
- 12.3 in any way connected with gambling or betting;
- 12.4 for any purpose which would be a nuisance or annoyance to adjacent owners or occupiers;
- 12.5 for the manufacture distribution sale by wholesale or storage of liquor; or
- 12.6 for the storage sale or otherwise of obnoxious goods or dangerous drugs.

13. EASEMENTS

The Lessor only to the extent to which it can lawfully grant (whether by virtue of any restriction imposed by any other party or agreement with any other party) and subject to all easements of rights subsisting (without any obligation on the Lessor's part to define the same) hereby grants to the Lessee and its agents servants customers and others authorised by the Lessee in common with the Lessor and all others to whom the Lessor has granted or may hereafter grant the right to use the Common Area apart from the parking area or areas governed by Clause 9.1 of the **Attachment** RESERVING nevertheless to the Lessor the free and uninterrupted right to use the Pipes for water gas and drainage and cable for electricity and telephone in through or under the Premises.

14. ANTI-MONEY LAUNDERING AND ANTI-TERRORISM FINANCING LAWS

- 14.1 The Lessee represents to, warrants to and undertakes with the Lessor that the Lessee, whether by itself, its agents, employees, officers, directors, shareholders, partners, beneficiaries and/or representatives associated with or acting on behalf of the Lessee (collectively, 'the Representatives') is not, and shall not during the Term, directly or indirectly, in connection with this Lease and the business resulting therefrom or otherwise:

- 14.1.1 breach the anti-money laundering and anti-terrorism financing laws or regulations enacted and/or administered by the Republic of Singapore (collectively, 'the AML CFT Laws');
- 14.1.2 commit or support terrorism, narcotics trafficking, dealing with criminal organisations, and money laundering;
- 14.1.3 engage or attempt to engage in any transaction involving proceeds derived from any unlawful activities;
- 14.1.4 otherwise fund or facilitate, or agree or offer to fund or facilitate, any activity with or business of, with or related to any Prohibited Person with the knowledge that the Lessee would or may benefit directly or indirectly any Prohibited Person or their terrorism function or activity;
- 14.1.5 otherwise deal, or agree or offer to deal, in any property (including funds derived or generated from such property) of, with or related to any Prohibited Person with the knowledge that the Lessee would or may benefit directly or indirectly any Prohibited Person

or their terrorism function or activity; and

- 14.1.6 knowingly apply funds or proceeds from illegitimate sources and/or unlawful activities and/or which the Lessee reasonably knows to be from or related to any Prohibited Person to make any payment due to the Lessor under this Lease or otherwise.

14.2 The Lessee acknowledges, agrees and confirms with the Lessor that the Lessee shall:

- 14.2.1 inform the Lessor in writing immediately if subsequent developments and/or circumstances cause the representations and warranties in Clause 14.1 of the **Attachment** to be inaccurate or incomplete;
- 14.2.2 inform the Lessor in writing immediately if the Lessee is aware that the Lessee and/or the Representatives is/are in breach of Clause 14.1 of the **Attachment**; and
- 14.2.3 upon the written request by the Lessor, cooperate with the Lessor for compliance of Clause 14.1 of the **Attachment** and shall provide such written evidence in such form and substance and/or make such rectifications and take all necessary actions as shall be required by the Lessor for compliance with Clause 14.1 of the **Attachment**.

14.3 The Lessee and the Lessor confirm and agree that in the event the Lessee is in breach of the representations, warranties and undertakings expressed in Clause 14.1 of the **Attachment** above (‘the Lessee’s Representations, Warranties and/or Undertakings’), the Lessor shall be entitled to terminate this Lease with immediate effect or within such required periods. Upon expiry of the notice period specified in such termination notice, this Lease shall cease and determine and the Lessee shall (if still in occupation at the expiry of the notice period) vacate the Premises according to the terms of this Lease without compensation from the Lessor, but without prejudice to any right of action of the Lessor in respect of any antecedent breach of the provisions and conditions of this Lease by the Lessee and without prejudice to any other rights at law or in equity which the Lessor may have against the Lessee.

14.4 The Lessee acknowledges, agrees and confirms with the Lessor that the Lessee shall, without prejudice to any other provision in this Lease, indemnify the Lessor from and against all costs, losses, damages and expenses incurred by the Lessor as a result of any breach of the Lessee’s Representations, Warranties and/or Undertakings, or as a result of such termination.

14.5 Any option to renew under this Lease shall be subject to the Lessor’s satisfaction that the Lessee and any person, group or entity which, together or in any manner of combination or singly, directly or indirectly owns or has control over the Lessee are not, and are not acting directly or indirectly for or on behalf of, any Prohibited Persons.

- 14.6 For the purposes of this Lease, "Prohibited Persons" means a person or entity with whom unlicensed or unauthorised dealings are prohibited or restricted under any anti-terrorism financing laws or regulations enacted and/or administered by the United States of America and/or the Republic of Singapore.
15. PERSONAL DATA PROTECTION
- 15.1 The Lessee shall at all times comply with and be solely responsible for compliance of any requirements and obligations under the Personal Data Protection Act 2012 ("the PDPA") (and any amendments, revisions, or modifications thereto) including:
- 15.1.1 any applicable data protection legislation, regulations, guidelines, directives and industry standards from time-to-time in force in Singapore; and
 - 15.1.2 any data protection or privacy obligations as may be required by Lessor from time to time.
- 15.2 Notwithstanding the generality of Clause 15.1 of the **Attachment** above, the Lessee hereby represents, warrants and undertakes to the Lessor that:
- 15.2.1 with respect to any Personal Data of the Lessee's employee or agent disclosed to the Lessor in connection with this Lease from time to time:
 - 15.2.1(a) such employee or agent of the Lessee to whom such Personal Data relates have, prior to such disclosure, agreed and consented in writing to the Lessee collecting, holding, transferring and processing of such Personal Data, including disclosure, transfers to, and processing of such Personal Data (including by way of recorded voice calls), by the Lessor, for purposes reasonably contemplated under or in relation to this Lease and such other purposes set out in the Lessor's data protection policies, as the case may be; and
 - 15.2.1(b) where reasonably required by the Lessor, the Lessee will provide the Lessor with:
 - 15.2.1(b)(i) written confirmation and actual copies of the written consent signed by the individual employee or agent of the Lessee; and
 - 15.2.1(b)(ii) any other reasonable and material information or assurances regarding the written consent obtained by the Lessee from such individual employee or agent of the Lessee.
 - 15.2.2 For the avoidance of doubt, the Lessee acknowledges and agrees that:
 - 15.2.2(a) the Lessee remains solely responsible for all obligations under the PDPA in connection with any Personal Data collected by the Lessee;

- 15.2.2(b) the Lessor is not responsible for any Personal Data collected by the Lessee;
 - 15.2.2(c) unless otherwise agreed to in writing by the Lessor, the Lessee undertakes to represent to anyone that it is not collecting Personal Data on behalf of, or authorised to collect Personal Data for, the Lessor;
 - 15.2.2(d) consent has been obtained for the Lessor to disclose Personal Data in relation to the Lessee to third parties, including the Personal Data of the Lessee's employees or agents under Clause 15.2.1(a) of the **Attachment**, to the extent required or permitted by law Provided Always that the disclosure and any subsequent processing of such Personal Data shall be for purposes reasonably contemplated under or in relation to this Lease, including but not limited to administrative, operational, security and compliance purposes, and such other purposes set out in the Lessor's data protection policies, as the case may be. The Lessor will, where appropriate and permissible, enter into contracts with the said third parties to protect such Personal Data in a manner consistent with the PDPA and/or ensure that the third parties only process such Personal Data in accordance with the Lessee's instructions and the PDPA; and
 - 15.2.2(e) the Lessor's collection, use, disclosure, processing and retention of Personal Data in relation to this Lease shall be in accordance with the PDPA and the Lessor's data protection policies as may be introduced and/or revised by the Lessor from time to time, including but not limited to the Frasers Property Group Privacy Policy which is accessible at: <https://www.frasersproperty.com/privacy-policy>.
- 15.2.3 In the event that any consent in Clause 15.2.1 of the **Attachment** above is revoked or withdrawn by an individual, the Lessee shall notify the Lessor in writing immediately and no later than seven (7) days upon being informed of such withdrawal or revocation.

For the purpose of this Clause 15.2 of the **Attachment**, the terms "Personal Data" and "processing" shall have the same meanings as defined in the PDPA.

- 15.3 The Lessee shall indemnify and keep the Lessor fully indemnified against all costs, claims, liabilities, fines or other expenses whatsoever which may fall upon the Lessor arising from the Lessee's breach of Clauses 15.1 and 15.2 of the **Attachment** above, including without limitation any costs incurred by the Lessor in connection with any complaints, investigations or proceedings by any regulatory authority.
- 15.4 This Clause 15 of the **Attachment** shall survive the expiry or termination of this Lease.
- 16. CONFIDENTIALITY
- 16.1 Subject to Clause 16.3 of the **Attachment** below and save as otherwise expressly provided in this Lease, the Lessor and Lessee shall keep confidential and shall not at any time disclose or permit to be disclosed

the terms of this Lease, or any negotiations discussions or agreements for a renewal of this Lease or any matter in relation to this Lease ("the Confidential Information") except with the prior written consent of the other party save that each party may to the extent required or necessary:

- 16.1.1 disclose Confidential Information to such of its own staff or its own professional advisers (which shall include lawyers, accountants and auditors), valuers, insurers, insurance brokers, bankers and lenders who require such disclosure where necessary for the proper performance of their duties.
 - 16.1.2 (in respect of the Lessor's confidentiality obligation) disclose Confidential Information which is required to be disclosed to any actual or potential purchaser or transferee of the Lessor and/or Centre or any part thereof, any actual or potential investor, banker, mortgagee, chargee, consultant, valuer, manager, trustee or financial, legal or other advisors of the Lessor (collectively, "the Interested Parties"), or to any actual or potential banker, mortgagee, chargee, consultant, valuer, manager, trustee or financial, legal or other advisors of any of the Interested Parties; or
 - 16.1.3 disclose Confidential Information if such disclosure is required by present and future laws, legislation, subsidiary legislation, statutes, orders, directions, by-laws, codes, rules (including rules of any relevant stock exchange), regulations, notices and requirements of any relevant governmental, quasi-governmental, statutory, regulatory, administrative or supervisory body or authority ("Authority"); or
 - 16.1.4 disclose Confidential Information which is required in connection with any arbitral or judicial proceedings or any legal process issued by any court or any Authority; or
 - 16.1.5 use Confidential Information in the proper exercise of its rights and the performance of its obligations under this Lease (where the term "use" for the purpose of this clause excludes any disclosure of such Confidential Information).
- 16.2 Without prejudice to the generality of Clause 16.1 of the **Attachment** above, each party shall use its best endeavours to minimise the risk of unauthorised disclosure or use and undertakes to take proper care and all reasonable measures to protect the confidentiality of the Confidential Information using not less than the standard of care as it applies to its own Confidential Information and in no event less than a reasonable standard of care. Save as permitted in this Clause 16 of the **Attachment**, the parties agree that:
- 16.2.1 there shall be no disclosure of any Confidential Information to agents, employees, contractors, sub-contractors and third parties and both parties shall not allow easy access to the Confidential Information by the same; and
 - 16.2.2 no copies, recording or reproduction in any method or form of any Confidential Information for any purpose whatsoever shall be made.

- 16.3 The restrictions on use and disclosure of Confidential Information under Clause 16.1 of the **Attachment** above shall not apply to any Confidential Information which was specifically authorised by the parties for disclosure or to any Confidential Information which the disclosing party can prove:
- 16.3.1 was already known to it prior to its receipt thereof from the other party; or
 - 16.3.2 was subsequently disclosed to it lawfully by a third party who did not obtain the same (whether directly or indirectly) from the other party; or
 - 16.3.3 was in the public domain at the time of receipt by the disclosing party or has subsequently entered into the public domain other than by reason of the breach of the provisions of this clause or any obligations of confidentiality owed by the parties to each other.
- 16.4 Confidential Information shall be subject to the obligations of confidentiality in this clause, irrespective of whether communicated orally or in writing by either party or its respective representatives.
- 16.5 The parties acknowledge and agree that, in the event of a breach of this clause, the defaulting party shall pay to the other party compensation for all loss and damages suffered by the other party howsoever arising as a result of such breach and all other expenses and costs incurred by the other party consequential upon the defaulting party's breach, including all costs and expenses.
- 16.6 This Clause 16 of the **Attachment** shall survive the expiry or termination of this Lease.

THE PARTICULARS

1. Name of Lessor : **Lion (Singapore) Pte. Limited**
2. Lessor's Registered Address : 438 Alexandra Road #21-00 Alexandra Point Singapore 119958
Lessor's Mailing Address : 438 Alexandra Road #21-00 Alexandra Point Singapore 119958
3. Name of Lessee : **Golden Village Multiplex Pte Ltd**
UEN No. : 199000799W
Lessee's Registered Address : 3 Temasek Boulevard #03-373 Suntec City Mall Singapore 038983
Lessee's Mailing Address : as above
4. Centre : **Yishun 10**
Premise / Unit No : **Unit #02-01**
Area : Total 41,495 square feet, which comprises of:
Unit #02-01 – 41,495 square feet, including the accessory lot no MK19-A1W
Description : All that premises in the Centre known as "**Yishun 10**" at 51 Yishun Central 1 Singapore 768794
5. Term & Commencement Date : Eighteen (18) months (subject to further extension of three (3) – month periods as may be agreed between parties)

Commencement Date: []
Expiry Date: []

Percentage Rent : **Unit #02-01:**

10% of the Lessee's monthly gross sales as defined in **Schedule 2** hereof for the entire Term.
- 7(a). Security Deposit : S\$200,000.00 by way of banker's guarantee in the Lessor's prescribed format

- 7(b). Additional Security Deposit : S\$ Nil
- 8(a). Permitted Use : Operating as a cinema under the name and style of "GOLDEN VILLAGE".
- 8(b). Lessee's Operating Hours : (i) 10:00 A.M to 10:00 P.M. daily including Saturdays, Sundays and Public Holidays
(ii) Liquidated Damages: S\$ 1,972.60 **per day**
9. Further terms (Options to Renew) : Nil
10. Public Liability Policy : **Dollars Three Million (S\$3,000,000.00)** (for Area up to 15,000 square feet); or
Dollars Seven Million (S\$7,000,000.00) (for Area more than 15,000 square feet), whichever applicable.
11. [INTENTIONALLY OMITTED]
12. [INTENTIONALLY OMITTED]
13. [INTENTIONALLY OMITTED]
14. Stamp Fee : (i) S\$4,320.00
Legal Costs : (ii) S\$Nil
15. Lessor's Vendor's POS Fee : S\$Nil
16. Lessee's Financial Year : 1 January – 31 December
18. Projected/Actual Sales : S\$600,000.00 per month

SCHEDULE 2

RENT

1. The Lessee covenants with the Lessor that in the event Percentage Rent is payable, the following provisions shall apply:
 - 1.1 The Percentage Rent shall be payable every month and the first of such payment shall be made on or before the date as specified in **Item 6 of Schedule 1**, or on such other date or such other period as the Lessor may from time to time determine.
 - 1.2. The Lessee covenants with the Lessor that in the determination of Percentage Rent, the term "gross sales" shall mean all Box Office Revenue, which shall be solely restricted to the sale of movie tickets for movies screened in the Premises.
 - 1.2.1 there shall be excluded from such computation, the:
 - 1.2.1.a. returns to suppliers, shippers and/or manufacturers;
 - 1.2.1.b. sale of fixtures, machinery or equipment after their use in the conduct of the Lessee's business; and
 - 1.2.1.c. goods and services tax, tax excise or other charge whatsoever imposed by the relevant authorities and required to be collected from customers of and paid to the relevant authorities or others by the Lessee.
 - 1.2.2 there shall be deducted from such computation:
 - 1.2.2.a. all discounts given to any staff member of the Lessee subject to a maximum of **one per cent (1%)** of gross sales per month;
 - 1.2.2.b. all cash or credit refunds to customers PROVIDED the amount refunded has been included in the computation of gross sales;
 - 1.2.2.c. the deposit refunded to customers PROVIDED the amount of the deposit has been included in the computation of the gross sales; and
 - 1.2.2.d. where the Lessee charges or is required to charge its customers government cess, the government cess actually charged to the Lessee's customers.
 - 1.3 The Lessee covenants with the Lessor that the Lessee shall deliver to the Lessor:
 - 1.3.a. not later than seven (7) days after the commencement of each month, a statement duly certified by the Lessee's Authorised Officer or CPA recording the gross sales of the preceding month;

1.3.b. not later than one (1) month or such other period as the parties may agree after the close of each financial year of the Lessee, such financial year as specified in **Item 16 of Schedule 1** ("the Lessee's Financial Year"):

- (i) a statutory declaration by the Lessee's Authorised Officer declaring the monthly gross sales statements pursuant to **Paragraph 1.3.a of this Schedule 2** accurately represent the gross sales for that year; or
- (ii) a statement recording the gross sales for each month of that year together with the signed opinion of an independent public accountant qualified to practise and practising in Singapore stating that he/she has examined the statement showing the gross sales for each month of that year or such other period as the Lessor may determine, that his/her examination included such test of the Lessee's books and records as he/she considered necessary under the circumstances and that the statement accurately represents the gross sales for the Lessee's Financial Year and the cost of the said independent public accountant's opinion shall be borne equally by the Lessee and the Lessor.

Provided Always that in the event the Lessee's POS system is not integrated with the POS System, the Lessor may at its sole discretion require the Lessee to provide such statements certified by an independent public accountant pursuant to **Paragraph 1.3.b(ii) of this Schedule 2** (with such costs to be borne solely by the Lessee), accept the submission of such statutory declaration pursuant to **Paragraph 1.3.b(i) of this Schedule 2**, or impose such other requirements for the gross sales verification as the Lessor deems fit.

AND FURTHER PROVIDED ALWAYS that the requirement under **Paragraph 1.3.b(ii) of Schedule 2** for the submission of the gross sales statement by an independent public accountant shall not apply to lessees which are trading as sole proprietorships or partnerships or which are small companies exempted at law from audit for the relevant financial year but instead these lessees shall submit such gross sales statement duly represented and warranted to be true and correct by the Lessee (if a sole proprietorship or partnership) or the Lessee's officers (if a small company). These gross sales statements shall be in such form as shall be satisfactory to the Lessor

- 1.4. The Lessee covenants with the Lessor that the Lessee shall deliver to the Lessor the statement of gross sales which shall be in such form and contain such particulars as the Lessor may from time to time reasonably require.
- 1.5 The Lessee covenants with the Lessor that if the Lessee should fail, for any reason whatsoever, to deliver the statement(s) of gross sales pursuant to **Paragraphs 1.3 and 1.4 of Schedule 2** above, together with the Lessee's computation of the Percentage Rent payable by the Lessee pursuant to **Paragraph 1.3 of Schedule 2** above, or if the Lessor shall require verification of such statement(s) and/or computation of the Percentage Rent the Lessor shall, in addition to any other rights and with no less than three (3) days' prior written notice to the Lessee, be entitled to examine the books and records of the Lessee in respect of the Lessee's business at the Premises and the Common Area (if applicable) and to make copies thereof in order to ascertain the amount of gross sales and the Percentage Rent payable, for the applicable period

and the Lessee shall promptly make available all such books and records to the Lessor. The statement of the Lessor determining the amount of gross sales shall be final and conclusive in the absence of manifest error and in the event the Percentage Rent payable is higher than Percentage Rent paid or not paid, the Percentage Rent based on the statement of the Lessor shall immediately be payable by the Lessee to the Lessor for the applicable period. For the purpose of any such verification, the Lessor shall additionally be entitled to engage the services of an independent auditor at the expense of the Lessee.

- 1.6 The Lessee covenants with the Lessor that in addition to the foregoing provisions of **Paragraphs 1.3, 1.4 and 1.5 of Schedule 2** above:
 - 1.6.a. if the sum of gross sales in the Lessor's statement verifying the Lessee's gross sales for any period does not exceed the sum of gross sales in the Lessee's original statement of such gross sales for that same period by **two per cent (2%)** thereof, the Lessor shall pay all costs of such verification;
 - 1.6.b. if the sum of gross sales in the Lessor's statement verifying the Lessee's gross sales for any period exceeds the sum of gross sales in the Lessee's original statement of such gross sales for that same period by **two per cent (2%)** and by no more than **five per cent (5%)** thereof, the Lessee shall pay all costs of such verification by the Lessor, such costs are estimated to be in the region as described in **Item 19 of Schedule 1**; and
 - 1.6.c. if the sum of gross sales in the Lessor's statement verifying the Lessee's gross sales for any period exceeds the sum of gross sales in the Lessee's original statement of such gross sales for that same period by **five per cent (5%)** thereof or more, the Lessee shall pay all costs of such verification by the Lessor (such costs are estimated to be in the region as described in **Item 19 of Schedule 1**) and the Lessor shall, in addition to any other remedy available to the Lessor pursuant to the provisions of this Lease or in law or equity, be entitled to terminate this Lease forthwith without notice for breach on the part of the Lessee.
- 1.7 The Lessee covenants with the Lessor that at any time after the Lessee has delivered the statement(s) of gross sales pursuant to **Paragraphs 1.3 and 1.4 of Schedule 2** above, together with the Lessee's computation of the Percentage Rent in accordance thereto, the Lessor may inform the Lessee of any error occurring in the Lessee's computation of the Percentage Rent, and:
 - 1.7.a. if the Lessee is thereby shown to be indebted to the Lessor, the Lessee shall pay to the Lessor on demand such difference in the computation of Percentage Rent. If the amount of the Lessee's indebtedness as aforesaid is **two per cent (2%) or more** than the difference between the re-calculated Percentage Rent and the Percentage Rent originally paid by the Lessee for that applicable period, the Lessee shall additionally pay Interest on that amount of indebtedness calculated at such rate specified in Clause 10.3 of the **Attachment** from the date such indebtedness was first occasioned until full and final payment thereof to the Lessor;
 - 1.7.b. if the Lessor is thereby obliged to refund to the Lessee any amount of the difference between the re-calculated Percentage Rent and the Percentage Rent originally paid by the Lessee to the Lessor due to such calculation error, such refund will be made (free

of interest) by way of a credit applied towards future payments of the Rent.

- 1.8 The Lessee covenants with the Lessor that if the Lessee should fail, for any reason whatsoever, to deliver the statement(s) of gross sales pursuant to **Paragraphs 1.3 and 1.4 of Schedule 2** above, or if the books and records of the Lessee required for the Lessor's verification of gross sales at any time pursuant to **Paragraph 1.5 of Schedule 2** above are not made available to the Lessor for any reason whatsoever, then the Lessor may in its discretion determine the Lessor's estimate of gross sales for such relevant period and the Lessee shall within fourteen (14) days of receipt of the Lessor's written notice of such estimate, pay to the Lessor the Percentage Rent based on the Lessor's statement of such estimate notwithstanding any reason the Lessee may have to dispute the Lessor's estimate of gross sales. In the event the Lessee should dispute the Lessor's estimate of gross sales, however, the Lessee shall within fourteen (14) days of such written notice from the Lessor provide to the Lessor all data and/or documents necessary to support the Lessee's claim and the Lessor shall thereupon consider the Lessee's claim. Upon the Lessor's determination of the Lessee's claim (which determination shall be final and conclusive) there shall if necessary be an adjustment to the Percentage Rent payable by the Lessee.
- 1.9 The Lessee covenants with the Lessor that in the event the Lessee has any claim for the exclusion or deduction of any item from the computation of the gross sales described in **Paragraph 1.2 of Schedule 2** above, such claims shall be supported by documentary evidence acceptable to the Lessor, such documentary evidence to be provided by the Lessee to the Lessor without demand together with the Lessee's statement(s) of gross sales.
- 1.10 The Lessee acknowledges, confirms and agrees that the projected sales of the Lessee (should the Lessee be a new tenant of the Centre) or the actual sales of the Lessee (should this Lease be a Renewal Lease) as specified in **Item 17 of Schedule 1** (collectively, "the Projected Sales/Actual Sales") accurately represent the Lessee's projected sales or past actual sales of the Lessee's business at the Premises per month (whichever is applicable).

SCHEDULE 3

RULES AND REGULATIONS OF THE CENTRE

1. The Lessee shall not in any way obstruct or permit the obstruction of any walkways pavements entrances passages courts corridors service ways vestibules halls roads docks stairways elevators hoists escalators fire or escape doors or other parts of the Common Area or any appurtenances or conveniences thereto.
2. The Lessee shall not in any way cover or obstruct any lights sky-lights windows or other means of illumination of the Common Area or of the Centre generally.
3. The Lessee shall only use or permit to be used for the receipt delivery or other movement of any goods, wares or merchandise or articles of bulk or quantity such parts of the Premises and the Common Area and at such times as the Lessor and/or the Management Corporation may from time to time direct.
4. The Lessee shall not throw or permit to be thrown or to be dropped or to fall any articles or substance whatsoever from or out of the Premises or the Common Area or any part thereof and shall not place upon any sill ledge or other like part of the Premises or Common Area any articles or substance.
5. The Lessee shall keep clean and free from dirt and rubbish such parts of the Common Area or any public footpath or way as immediately adjoining the Premises.
6. The Lessee shall use its best endeavours to protect and keep safe the Premises and any property contained therein from theft or robbery and shall keep all doors windows and other openings closed and securely fastened when the Premises are not in use.
7. The Lessor shall provide keys for locks on the doors or other openings of the Premises and the Lessee shall forthwith return to the Lessor upon determination of the Lease all such keys and shall not permit the same at any time to come into the possession or control of any person other than the Lessee its servants or agents.
8. No rubbish or waste shall at any time be burnt upon the Premises or the Common Area or any part thereof.
9. All blinds, shades, awnings, window ventilators and other similar fittings and fixtures installed by the Lessee with the prior written consent of the Lessor in or upon the Premises and visible from outside the Premises shall conform to the reasonable requirements and standards of the Lessor as to design quality and appearance.
10. The Lessor and/or the Management Corporation shall be entitled to close the Centre and the Common Area or any part thereof and to prevent and prohibit any person (including the Lessee) from entering or remaining thereon between the hours of midnight and 6 a.m. inclusive. Without affecting the generality of the preceding provisions the Lessor and/or the Management Corporation may from time

to time close lock-off or otherwise control the Common Area or any part thereof and may take all such actions as the Lessor and/or the Management Corporation deems necessary for the purposes aforesaid and in particular may prohibit the use of the parking areas in the Centre prior to the hour of 9 a.m. or such earlier hour as the Lessor and/or the Management Corporation may from time to time determine to prevent persons not intending to conduct business with or to become customers of any of the occupants of the Centre or otherwise unauthorised persons from using the parking areas of the Centre for any private or other purposes.

11. Notwithstanding anything hereinbefore contained the Premises shall not be used for any business purposes except for the Permitted Use expressly stated in Clause 4.1 of the **Attachment**.
12. Before any machinery safe or furniture is moved into or out of the Premises due notice must be given to the Lessor and/or the Management Corporation or its managing agent by the Lessee and the moving of the same must be carried out under the supervision of such person or persons nominated by the Lessor and/or the Management Corporation and at a time approved by the Lessor or its managing agent and at no other time.
13. The Lessee shall not bring nor permit any person to bring or leave in or about the Centre any bicycle or similar machine or any animal or play or permit any person to play any musical instrument in or about the Premises save with prior written consent of the Lessor and/or the Management Corporation.
14. The Lessee shall advise the Lessor and/or the Management Corporation or its managing agent of the private address of the Lessee or if the Lessee shall be a corporation, of the manager thereof, or if there shall be more than one lessee of any two of them. The Lessor and/or the Management Corporation or its managing agent shall be promptly informed of any change in any such address.
15. The Lessee shall not allow any accumulation of rubbish waste materials or products in the Premises.
16. All doors of the Premises shall be securely fastened on all occasions when the Premises are left unoccupied and the Lessor reserves the right by its agent caretaker employees servants and workmen to enter and fasten the same if left insecurely fastened.
17. The Lessee shall take such steps as may be necessary to prevent air leakages and excessive infiltration of air into the Premises and shall not do any act or so as to cause the working of the air circulating plant in the Centre to be affected.
18. The Lessor shall be entitled to determine the hours of illumination of signs in accordance with the hours of trading as from time to time prescribed.
19. The Lessee shall co-operate and participate in all of the Centre's 'Recycling Programmes' ('Recycling Programmes') on such terms as may be mutually agreed upon between the Lessor and the Lessee. The Lessee acknowledges, confirms and agrees with the Lessor that the Lessor and/or the Management Corporation may at any time vary or implement various and additional Recycling Programmes for the Centre.

The Lessor and/or the Management Corporation shall not be responsible or liable to the Lessee for any inconvenience, loss, damage, compensation, cost or expense whatsoever and howsoever arising from the Lessee's participation of the Centre's Recycling Programmes. The Lessee shall not object to and/or rescind this Lease as a result of any and/or all of the Centre's Recycling Programmes.

The Centre's Recycling Programmes may include but not be limited to the Lessee having to separate all of the Lessee's waste into "glass", "paper", "recyclable metals", "plastics" and/or other various categories as may be required by the Lessor and/or the Management Corporation; and to dispose of the waste into the various bins in the various manners as may be required by the Lessor and/or the Management Corporation.

In the event of the Lessee breaches this provision of the rules and regulations, without prejudice to the other terms and conditions of this Lease, the Lessee shall pay to the Lessor and/or the Management Corporation agreed liquidated damages of \$500.00 for each incidence of non-compliance.

SCHEDULE 4 [Intentionally Omitted]

SCHEDULE 5 [Intentionally Omitted]

SCHEDULE 6
[Intentionally Omitted]

SCHEDULE 7

AMENDMENTS/VARIATIONS TO THIS LEASE (IF ANY)

Nil

SCHEDULE 8

ADDITIONAL/SPECIAL TERMS AND CONDITIONS (IF ANY)

1. Existing Security Deposit

No existing security deposit.

2. Existing Electricity Deposit

No existing electricity deposit.

3. Existing Electricity Deposit (Air-Conditioning)

No existing electricity deposit (air-conditioning).

4. Rent Free Period

No rent-free period

5. Early Termination

Notwithstanding any other provision in this Lease to the contrary, the Lessor and the Lessee mutually agree that the Lessor shall be entitled in its absolute discretion to terminate this Lease by giving the Lessee three (3) months' notice in writing, for any reason whatsoever, after twelve (12) months of the Term has elapsed (i.e. the Lessor may only give such three (3) months' written notice on or after twelve (12) months from and including the commencement date of this Lease).

Upon the expiry of such written notice, the Lessee's lease of the Premises shall absolutely cease and determine, and the Lessee shall vacate the Premises without compensation from or any claim whatsoever against the Lessor but without prejudice to any right of action of the Lessor in respect of any antecedent breach of this lease during the Term by the Lessee. In the event of such early termination of this lease of the Premises, the Lessee shall be required to yield up the Premises in accordance with the terms and conditions of this Lease.

SCHEDULE 9 [INTENTIONALLY OMITTED]

SCHEDULE 10

FLOOR PLAN

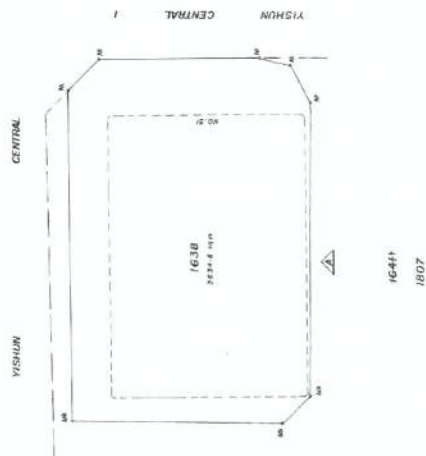
9028

STONEY	STRONG	LOP	NO	SART	NO
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		U-46524		CH-27	
		U-46524		CH-28	
		U-46524		CH-29	
		U-46524		CH-30	
187		U-46524		CH-31	
		U-46524		CH-32	
		U-46524		CH-33	
		U-46524		CH-34	
		U-46524		CH-35	
187		U-46524		CH-36	
		U-46524		CH-37	
		U-46524		CH-38	
		U-46524		CH-39	
		U-46524		CH-40	

BUILDING NO.	ON LOT	ON PLAN	BUILDING DIMENSIONS INTO GRADE LOTS	REMARKS
31	1038	PT64	IMAGESET to 145862M	

ACCESSORY LOT	APPLICANT WANT TO LOT	APPROVED USER	STORY
A10	U46662 W	THE RET BOOTH	1ST

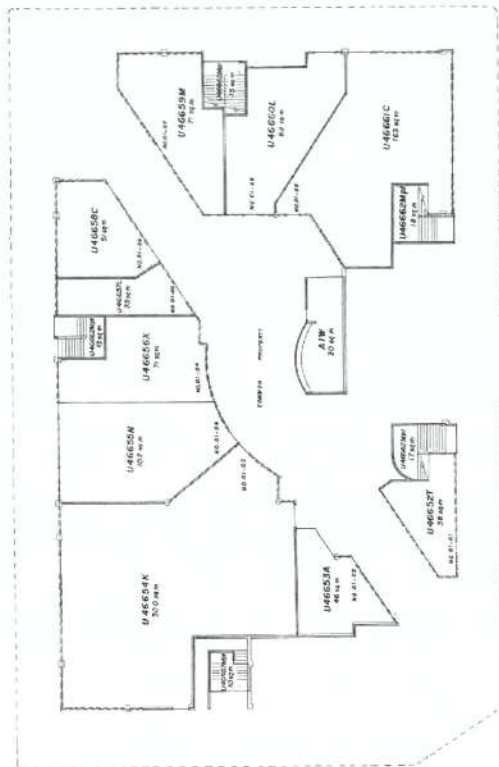
SITE
Scale 1:500



"I, Tara Jack Kim, a Surveyor registered under the Land Surveyors Act, certify that this plan correctly represents the survey above wholly by me or under my immediate direction and supervision with strict compliance with the Land Surveyors' Code of Title Survey Rules.

Tara Jack Kim
Registered Surveyor No. 20446

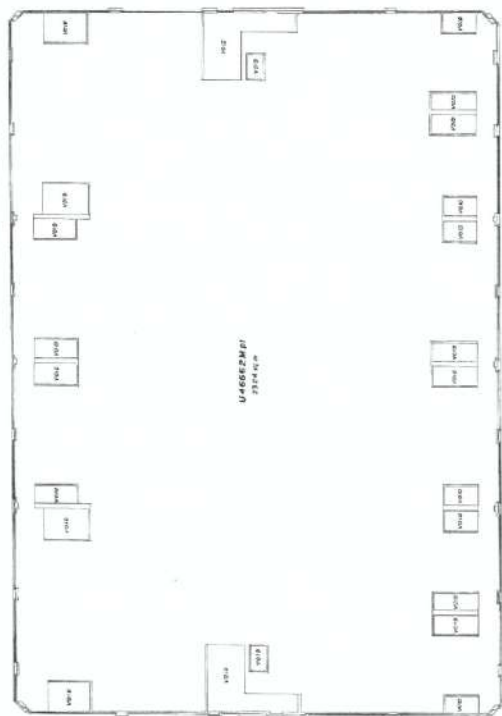
1ST. STOREY



Surveyed By C. S. S. S.	Drawn By - <i>John</i> -	Revised 10/10/12	
Compiled From B.P. NO. 1459/2001/1	Examined By <i>John</i>	27-7-16 Chief Surveyor	
F. D. NO. 6286...1-14	SVY 554/34	MUKT NO. 19	ST 30622
Revised Plans/MODIN DC NO/11/05-2	Scale 1:2000	NORTH SELETH	
Standard Sheet 250	Area of strata lots		
See Also CP			

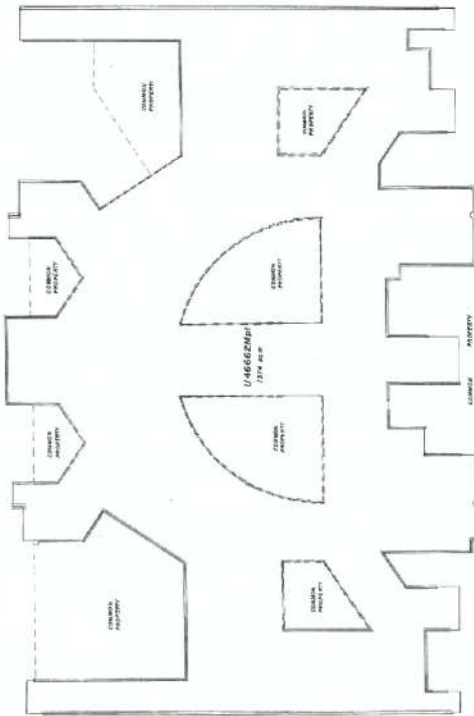
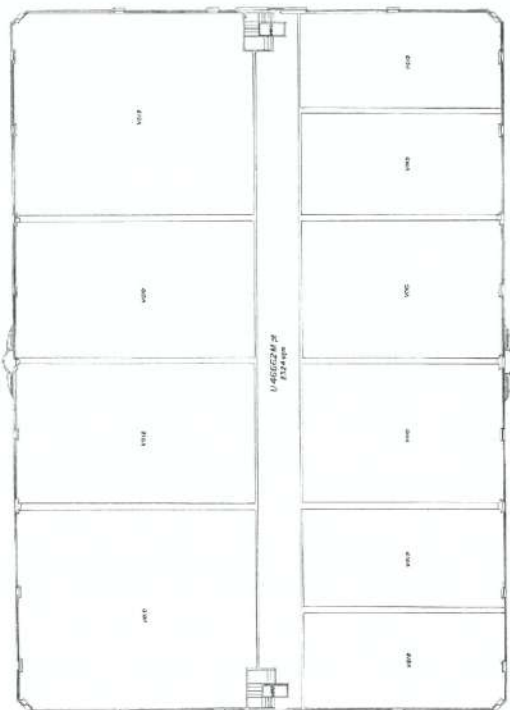
HOUSE NO.	SPRINKLER LOT	SPRINKLER	SPRINKLER AREA IN SQUARE FEET	SPRINKLER AREA IN SQUARE FEET	TOTAL SPRINKLER AREA IN SQUARE FEET
51	14-05552W	2-NO. 1574	0	3174	3174
		3-NO. 2522	212	2224	2224
		4-NO. 2222	36	2222	2222
		PROTECTION	212	2104	2104

STOREY

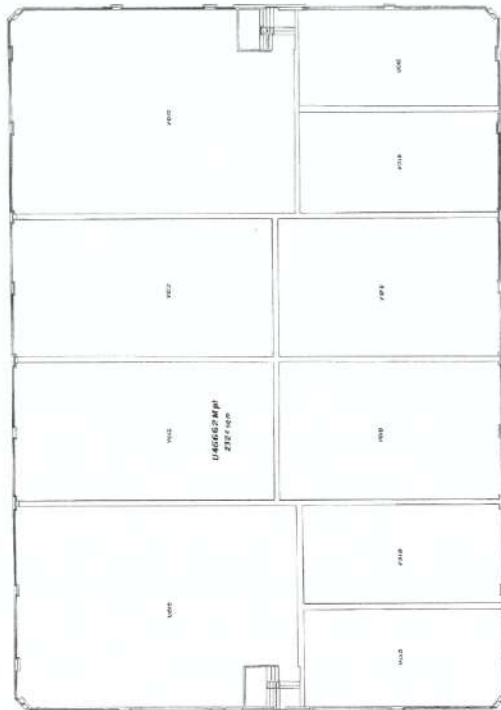


3RD STOREY

PROJECTION ROOM LEVEL



2ND STOREY



4TH STOREY

Surveyor required under the Land Survey Act 1957 to certify the accuracy of the survey. The survey is not to be used for any purpose other than that for which it was made. (Consent of Title Survey) Notice.

Performed Surveyor's

Surveyed By: KINE THIN, SOON	Drawn By: [Signature]	Approved: [Signature]
Consisted From: B.P. NO. 445/79 (B.M.)	Examined By: [Signature]	Chief Surveyor
F.D. NO. 6381-1-14	Scale: 1:1000	
Spd. Plan: U/46662M pt 2374 sqm	Scale of errors: 1:1000	
Standard Sheet: 618	Scale of errors: 1:1000	
See Plan: CP		
		ST 30623

ST 30623

ST 30623

ST 30623

ST 30623

ST 30623

ST 30623

ST 30623

ST 30623

CERTIFIED
TRUE COPY
BEFF MAHDI INTERNATIONAL

Geoff Malone
Geoffrey T. Malone
Architect M.S. P.M.A.

PROPOSED AMENDMENTS TO APPROVED 4.
SINGAPORE DEVELOPMENT AUTHORITY
LOT 1339 PT (SL-H08) LAND PARCEL 2MK 19
AT YISHUN CENTRAL FOR M/S GOLDEN
VILLAGE (YISHUN) PTE LTD

PROJECT TITLE
SINGAPORE DEVELOPMENT AUTHORITY
LOT 1339 PT (SL-H08) LAND PARCEL 2MK 19
AT YISHUN CENTRAL FOR M/S GOLDEN
VILLAGE (YISHUN) PTE LTD

PROJECT NO.
SINGAPORE DEVELOPMENT AUTHORITY
LOT 1339 PT (SL-H08) LAND PARCEL 2MK 19
AT YISHUN CENTRAL FOR M/S GOLDEN
VILLAGE (YISHUN) PTE LTD

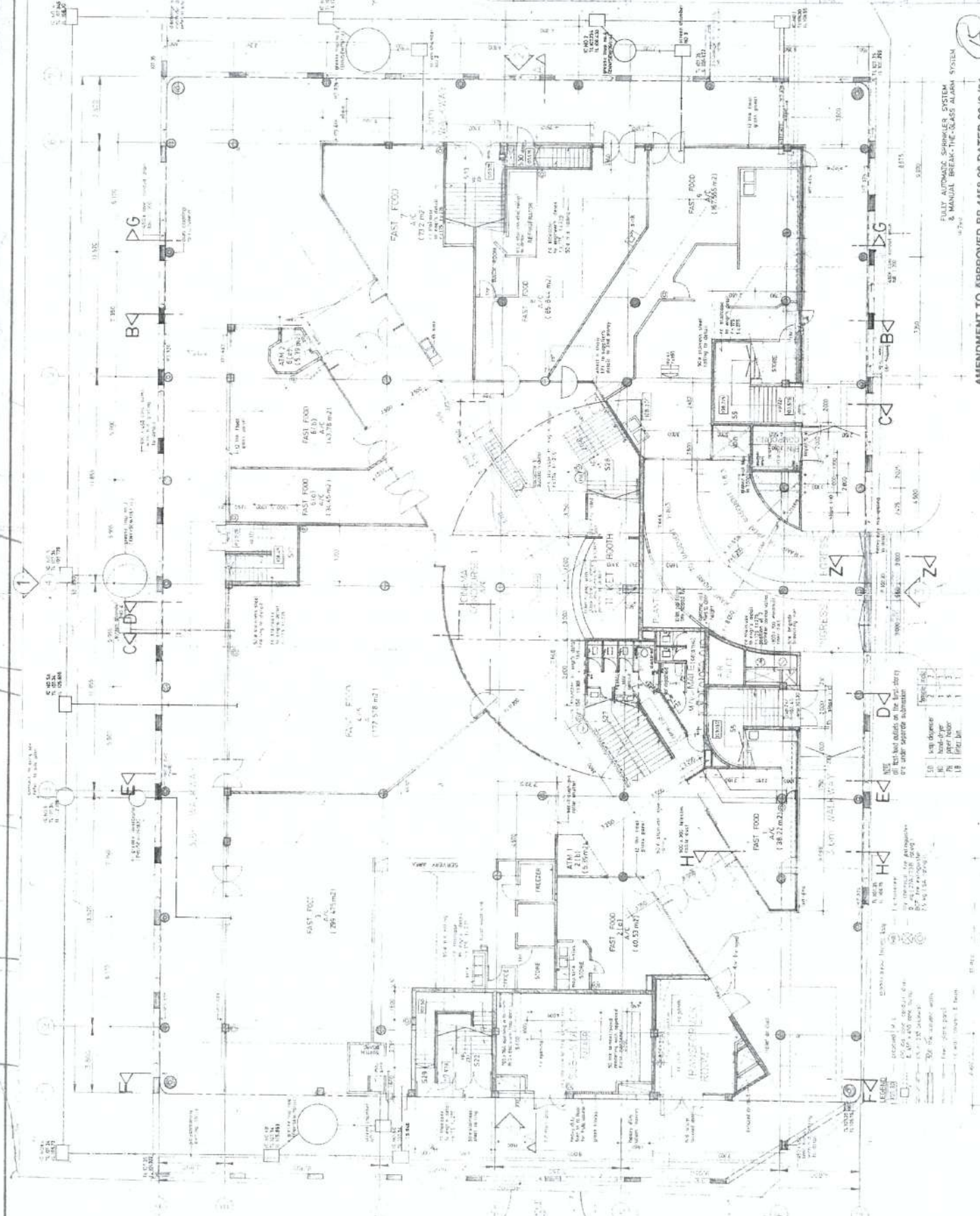
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SINGAPORE DEVELOPMENT AUTHORITY
LOT 1339 PT (SL-H08) LAND PARCEL 2MK 19
AT YISHUN CENTRAL FOR M/S GOLDEN
VILLAGE (YISHUN) PTE LTD

SCALE
SINGAPORE DEVELOPMENT AUTHORITY
LOT 1339 PT (SL-H08) LAND PARCEL 2MK 19
AT YISHUN CENTRAL FOR M/S GOLDEN
VILLAGE (YISHUN) PTE LTD

DATE
SINGAPORE DEVELOPMENT AUTHORITY
LOT 1339 PT (SL-H08) LAND PARCEL 2MK 19
AT YISHUN CENTRAL FOR M/S GOLDEN
VILLAGE (YISHUN) PTE LTD

SCALE
SINGAPORE DEVELOPMENT AUTHORITY
LOT 1339 PT (SL-H08) LAND PARCEL 2MK 19
AT YISHUN CENTRAL FOR M/S GOLDEN
VILLAGE (YISHUN) PTE LTD

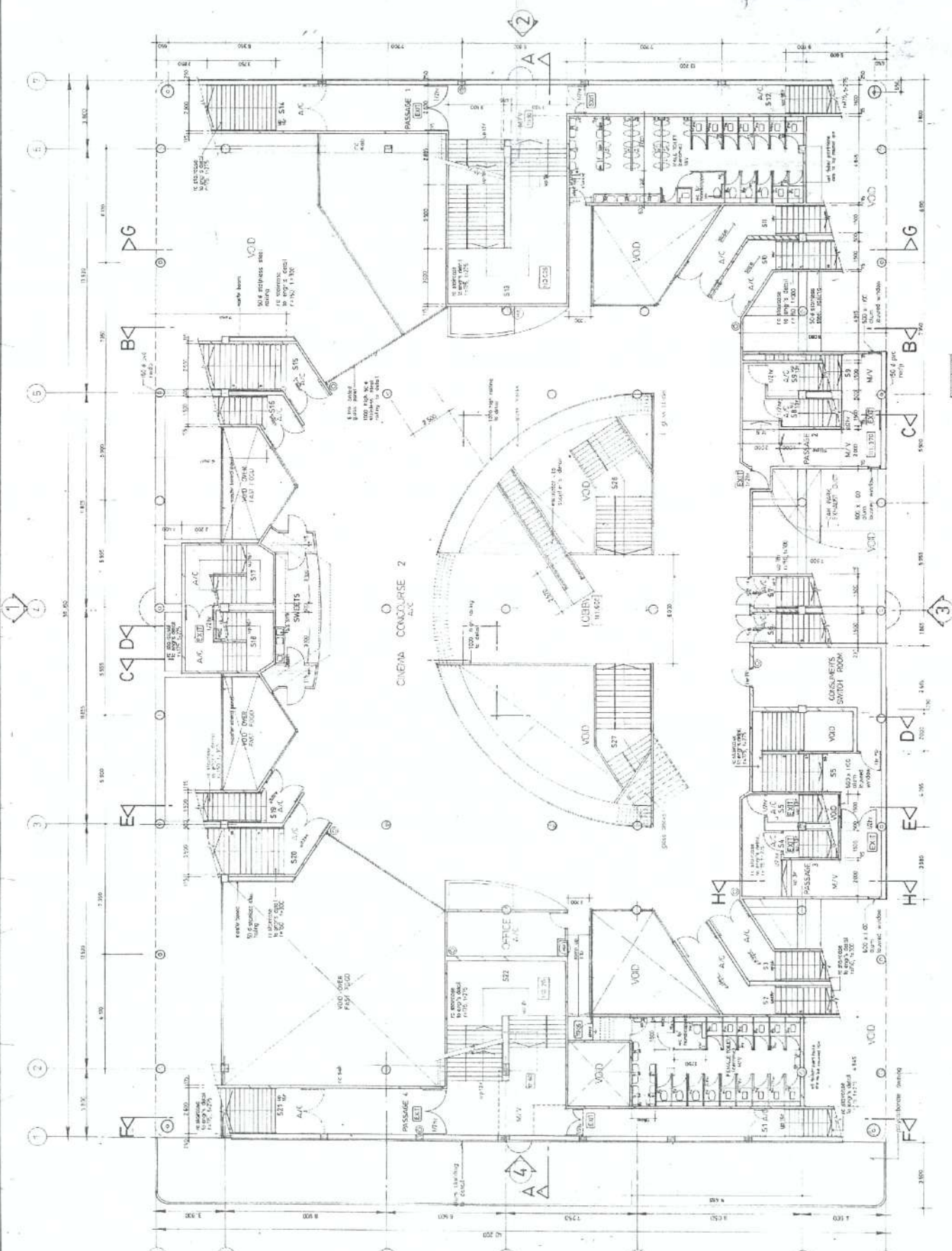
DATE
SINGAPORE DEVELOPMENT AUTHORITY
LOT 1339 PT (SL-H08) LAND PARCEL 2MK 19
AT YISHUN CENTRAL FOR M/S GOLDEN
VILLAGE (YISHUN) PTE LTD



AMENDMENT TO APPROVED BP 4458-90 DATED 28/2/91

FULLY AUTOMATIC SPRINKLER SYSTEM
& MANUAL BREAK-TIE-GLASS ALARM SYSTEM

15



GEOFF MALONE INTERNATIONAL
 ARCHITECTS, DESIGNERS
 100-101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

ARCHITECT'S SIGNATURE
 I, GEORGE T. MALONE, certify that the building plans shown on these drawings have been prepared by me or under my direct supervision and that I am a duly Licensed Professional Architect under the Building Control Regulations 1985 and part of the provisions of Section 10 of the Act.

OWNER'S ADDRESS & SIGNATURE
 DEPT. OF SOCIAL WORK
 OWNER'S ADDRESS & SIGNATURE

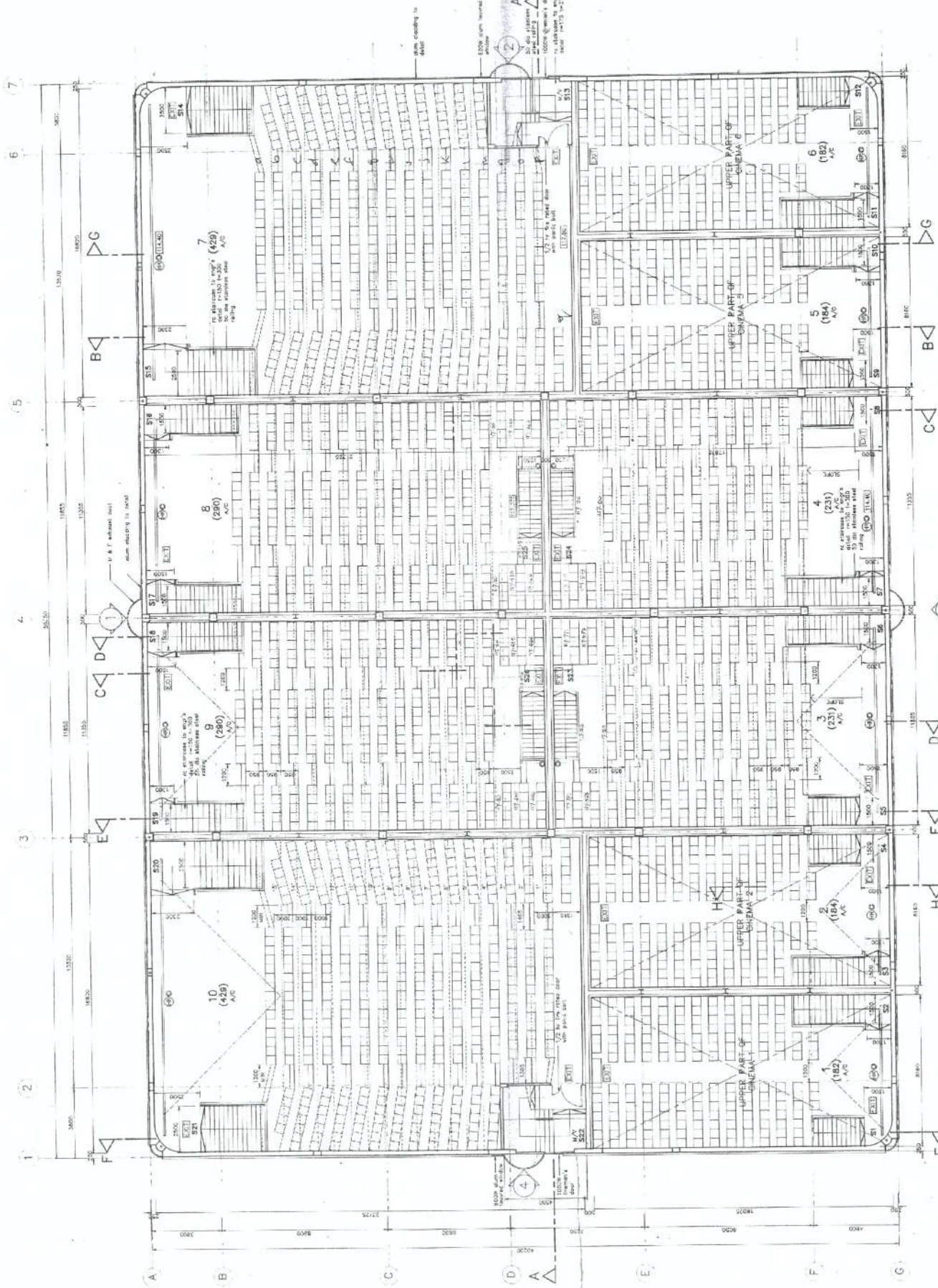
PROJECT TITLE
 PROPOSED ERECTION OF 2ND, 3RD, 4TH, 5TH, 6TH, 7TH, 8TH, 9TH, 10TH, 11TH, 12TH, 13TH, 14TH, 15TH, 16TH, 17TH, 18TH, 19TH, 20TH, 21ST, 22ND, 23RD, 24TH, 25TH, 26TH, 27TH, 28TH, 29TH, 30TH, 31ST, 32ND, 33RD, 34TH, 35TH, 36TH, 37TH, 38TH, 39TH, 40TH, 41ST, 42ND, 43RD, 44TH, 45TH, 46TH, 47TH, 48TH, 49TH, 50TH, 51ST, 52ND, 53RD, 54TH, 55TH, 56TH, 57TH, 58TH, 59TH, 60TH, 61ST, 62ND, 63RD, 64TH, 65TH, 66TH, 67TH, 68TH, 69TH, 70TH, 71ST, 72ND, 73RD, 74TH, 75TH, 76TH, 77TH, 78TH, 79TH, 80TH, 81ST, 82ND, 83RD, 84TH, 85TH, 86TH, 87TH, 88TH, 89TH, 90TH, 91ST, 92ND, 93RD, 94TH, 95TH, 96TH, 97TH, 98TH, 99TH, 100TH.

DATE 1990
SCALE 1:100
DRAWN [Signature]
CHECKED [Signature]
DRAWING NO. 8807/WOP/02
DATE 27/12/90

FULLY AUTOMATIC SPRINKLER SYSTEM
 & MANUAL BREAK-THE-GLASS ALARM SYSTEM

Level	note
50	void dispenser
100	hand-dryer
150	paper holder
16	litter bin

AMENDMENT TO APPROVED DC 90/0511 - 1
 DATED 27/12/90



TOTAL NO. OF SEAT = 2632
FULLY AUTOMATIC SPRINKLER SYSTEM &
MANUAL BREAK-THE-GLASS ALARM SYSTEM

AMENDMENT TO APPROVED DC 90/0511 - 1
DATED 27/12/90

DRAWING NO. 8907/M02/03
REVISION A

PROJECT TITLE
4TH STOREY PLAN
(CINEMA LEVEL)

DATE 28/03/91
SCALE 1:100
CHECKED
DRAWN COLIN O

ARCHITECT'S SIGNATURE
GEOFF MALONE
ARCHITECT 1831 TRAIL

DEVELOPER'S ADDRESS & SIGNATURE
JOHN ANDREW CHAN (Managing Director)
GOLDEN VILLAGE (YISHUN) PRIVATE LIMITED
177, YISHUN AVENUE 1, #01-01 YISHUN VILLAGE
SINGAPORE 750177

PROJECT TITLE
PROPOSED ERECTION OF A 4-STORY
CINEMA COMPLEX WITH FAST FOOD
OUTLET & 3 BASMENT CAR PARKING
ON LOT 1309PT (S. HUB) LAND PARCEL
2 MK 19 AT YISHUN CENTRAL FOR
M/S GOLDEN VILLAGE (YISHUN) PTE LTD.

ARCHITECT'S SIGNATURE
GEOFF MALONE
ARCHITECT 1831 TRAIL

DEVELOPER'S ADDRESS & SIGNATURE
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2 MK 19 AT YISHUN CENTRAL FOR
M/S GOLDEN VILLAGE (YISHUN) PTE LTD.

ACCEPTANCE

Yishun 10 ("THE CENTRE")

LEASE FOR THE PREMISES KNOWN AS UNIT #02-01 ("THE PREMISES")

I/We, the Lessee, have read the abovesaid terms and conditions carefully and I/we confirm my/our unqualified acceptance and agreement of the aforesaid terms and conditions in this Lease.

I/We enclose herewith:-

- a banker's guarantee for the sum of S\$200,000.00 in the prescribed format as attached and issued to "[Company Name]", being payment of the Security Deposit to be held by the Lessor.
- my/ our cheque for the sum of S\$4,320.00 made in favour of " **COMMISSIONER OF STAMP DUTIES**" being payment of the stamp fees.

In lieu of providing payment for the abovementioned sums via cheque, I/We have made payment through bank transfer(s) to the following bank account(s) and enclose herewith documentary evidence of such payment(s).

Account Name : []
 Account No. : []
 Beneficiary Bank : []
 (Swift Code : [])
 Bank Code : []
 Bank Address : []

Signature) _____
 Name of Authorised Signatory)
 Designation)
 Company Stamp)
 for and on behalf of the Lessee)

Date:

CODE OF CONDUCT CHECKLIST

(Note: - Landlord shall complete and provide the Checklist to tenant together with the first draft of the lease agreement in respect of Qualifying Retail Premises. Where there are any deviation in any of the Leasing Principles, landlord must indicate the same by checking the box under "Deviation" column and may include remarks under the "Remarks" section. Please ensure that one box is checked for every item in this Checklist.

The Code of Conduct only allows for deviations in the Leasing Principles which are indicated with an asterisk (*), if such deviation is mutually agreed by both landlord and tenant. No deviations are allowed for Leasing Principles which are not indicated with an asterisk (*)

If landlord and tenant mutually agree to the deviation, kindly initial in the two boxes below the check box. Please do not initial in the box if you do not agree to the deviation.

If a Leasing Principle is not applicable to the lease agreement, parties may indicate this by checking the box indicating that it is "Not Applicable", e.g. if the rent structure in the lease agreement does not comprise a GTO Rent, the "Not Applicable" section under SIN 2.2 must be checked.)

SIN	Leasing Principle	Code - Compliant	Deviation from Code?	Not Applicable
PART B OF CODE OF CONDUCT: LEASING PRINCIPLES FOR KEY TENANCY TERMS				
1.	* Exclusivity	To check if there is no exclusivity clause	<input type="checkbox"/> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <div style="border: 1px solid black; padding: 2px; text-align: center;">Landlord</div> <div style="border: 1px solid black; padding: 2px; text-align: center;">Tenant</div> </div> <div style="text-align: center; margin-top: 5px;">To initial if deviation is agreed</div>	-
	Remarks:			
2.	Costs to Prepare the Lease Agreement and Third Party Costs			
2.1	General Principles on all Costs	<input type="checkbox"/>	-	-
2.2	Point-of-Sales system (POS system)	<input type="checkbox"/>	-	<input type="checkbox"/> To check if landlord does not require integration of tenants' POS system with landlord's POS system
2.3	Costs to Prepare the Lease Agreement	<input type="checkbox"/>	-	-
2.4	Fees for Tenant-Initiated Requests	<input type="checkbox"/>	-	<input type="checkbox"/> To check if there are no ancillary documents arising from tenant-initiated requests at the time of lease preparation

S/N	Leasing Principle	Code* Compliant	Deviation from Code?	Not Applicable				
2.5	Third Party Costs							
2.5.1	General Principles on Third Party Costs	<input type="checkbox"/>	-	-				
2.5.2	Sales Audit Fees	<input type="checkbox"/>	-	<input type="checkbox"/> To check if the rent payable to landlord does not comprise GTORent				
2.5.3	Public Liability Insurance	<input type="checkbox"/>	-	<input type="checkbox"/> This box may only be checked if the floor area of the leased premises is more than 15,000 square feet				
2.5.4	Electricity Charges	<input type="checkbox"/>	-	-				
3.	Advertising and Promotion Charge and Service Charge	<input type="checkbox"/>	-	<input type="checkbox"/> To check if there is no A&P charge and no service charge payable to landlord				
4.	Pre-termination by Landlord due to Landlord's Redevelopment Works	<input type="checkbox"/>	-	<input type="checkbox"/> To check if landlord does not require the right to pre-terminate the lease for redevelopment works				
5.	* Sales Performance	<input type="checkbox"/> To check if there is no sales performance clause	<input type="checkbox"/> <table border="1"> <tr> <td>Landlord</td> <td>Tenant</td> </tr> <tr> <td colspan="2">To initial if deviation is agreed</td> </tr> </table>	Landlord	Tenant	To initial if deviation is agreed		-
Landlord	Tenant							
To initial if deviation is agreed								
Remarks:								
6.	Pre-Termination by Tenants	<input type="checkbox"/>	-	<input type="checkbox"/> To check if tenant does not require the right to pre-terminate the lease for exceptional conditions Tenant To initial above if tenant is not trading under the brand name of a principal or franchisor				
7.	* Security Deposit	<input type="checkbox"/> To check if security deposit does not exceed 3 months' gross rent	<input type="checkbox"/> <table border="1"> <tr> <td>Landlord</td> <td>Tenant</td> </tr> <tr> <td colspan="2">To initial if deviation is agreed</td> </tr> </table>	Landlord	Tenant	To initial if deviation is agreed		<input type="checkbox"/> This box may only be checked if floor area of premises is more than 5,000 square feet and/or lease term is more than 3 years or if 3 months' gross rent is equal to or less than \$500
Landlord	Tenant							
To initial if deviation is agreed								

S/N	Leasing Principle	Code - Compliant	Deviation from Code?	Not Applicable				
	Remarks:							
8.	Floor Area Alterations	<input type="checkbox"/>	-	<input type="checkbox"/> This box may only be checked if lease is a renewal lease or if the agreed floor area is equal to or less than 300 square feet				
9.	Building Maintenance	<input type="checkbox"/>	-	<input type="checkbox"/> This box may only be checked if the lease agreement does not contain any obligation on landlord to maintain the building, or such part(s) of the building, which is/are owned by landlord				
10.	*Rental Structure	<input type="checkbox"/> To check if rent structure is not an "either/or" formula, or does not have a GTO component. GTO is more than SSZ	<input type="checkbox"/> <table border="1"> <tr> <td>Landlord</td><td>Tenant</td></tr> <tr> <td colspan="2">To Initial if deviation is agreed</td></tr> </table>	Landlord	Tenant	To Initial if deviation is agreed		-
Landlord	Tenant							
To Initial if deviation is agreed								
	Remarks:							
PART C OF CODE OF CONDUCT: DATA TRANSPARENCY								
11.	Sales data metric is provided by Landlord at new lease negotiation	<input type="checkbox"/>	-	<input type="checkbox"/> This box may only be checked if landlord do not collect sales data from tenants as part of the GTO Rent structure				
12.	Landlords must share such sales data on a bi-annual basis to existing tenants	<input type="checkbox"/>	-	<input type="checkbox"/> This box may only be checked if landlord do not collect sales data from tenants as part of the GTO Rent structure				
13.	Confidentiality clauses in lease agreements shall apply to both landlord and tenant	<input type="checkbox"/>	-	<input type="checkbox"/> This box may only be checked if there is no confidentiality clause binding on both parties				

Annexure 2
(Form of Deed of Undertaking)

Date:

IRREVOCABLE UNDERTAKING

To: Lion (Singapore) Pte. Limited
438 Alexandra Road #21-00 Alexandra Point Singapore 119958
(the "**Purchaser**")

From: Wu Kebo
Unit 2101, YF Life Tower, 33 Lockhart Road, Wan Chai, Hong Kong

Dear Sirs,

SALE AND PURCHASE AGREEMENT REGARDING 51 YISHUN CENTRAL 1

1. DEFINITIONS

In this letter:

"Company" means Orange Sky Golden Harvest Entertainment (Holdings) Limited, a company incorporated in Bermuda with limited liability, and the Shares of which are listed on the main board of the Stock Exchange.

"Lease Agreement" means the lease agreement to be entered into between the Vendor and the Purchaser on completion of the Sale and Purchase Agreement for the lease of the Property.

"Property" means 51 Yishun Central 1 #02-01 Singapore 768794 also known as Strata Lot U46662M and Accessory Lot A1W both of Mukim 19.

"Resolutions" means the proposed resolutions for the approval of the transactions contemplated under the Sale and Purchase Agreement on the terms set out in the Sale and Purchase Agreement.

"Sale and Purchase Agreement" means the sale and purchase agreement dated _____ entered into between the Vendor and the Purchaser, pursuant to which the Vendor agreed to sell, and the Purchaser agreed to purchase, the Property subject to the terms and conditions set out therein.

"SGM" means the special general meeting of the Company to be convened to approve, among others, the Resolutions.

"Shares" means the ordinary share(s) of HK\$0.1 each in the share capital of the Company.

"Stock Exchange" means The Stock Exchange of Hong Kong Limited.

"Undertaking" has the meaning given to it in Clause 2.2 of this letter.

"Vendor" means Golden Village Multiplex Pte Ltd, a company incorporated in Singapore and a subsidiary of the Company.

2. UNDERTAKING

- 2.1 Reference is made to the Sale and Purchase Agreement.
- 2.2 I hereby irrevocably undertake in favour of the Purchaser that I shall procure each of Mainway Enterprises Limited and Orange Sky Entertainment Group (International) Holding Company Limited to exercise the voting rights attached to Shares held by them at the time of the SGM to vote in favour of the Resolutions at the SGM (the "**Undertaking**").

3. LAPSE OF UNDERTAKING

This Undertaking shall lapse immediately in the event of termination of the Sale and Purchase Agreement.

4. GOVERNING LAW

- 4.1 This letter and any dispute or claim arising out of, or in connection with, it (whether contractual or non-contractual in nature) shall be governed by, and construed in accordance with the laws of Hong Kong.
- 4.2 I hereby agree for the benefit of the Purchaser that the courts of Hong Kong shall have non-exclusive jurisdiction in relation to any claim, dispute or difference arising under, out of or in connection with this letter.

IN WITNESS whereof this **DEED** has been executed and is intended to be and is hereby delivered on the date first above written.

SIGNED, SEALED AND DELIVERED AS)
A DEED by **WU KEBO** in the presence)
of:)

.....)
Signature of witness)

.....)
Name of witness (block letters))

.....)
Address of witness)

.....)
Signature of **WU KEBO**

In witness whereof the Parties hereto have entered into this Agreement on the date stated at the beginning.

Signed by
for and on behalf of
Golden Village Multiplex Pte Ltd
in the presence of:



Clara Cheo
Chief Executive Officer



Witness' signature

Name: TRACY CHEN

The Purchaser

Signed by
for and on behalf of
Lion (Singapore) Pte. Limited
in the presence of



Authorised Signatory
Name: Soon Su Lin



Witness' signature
Name: HENRY ONG