

THIS AGREEMENT is made the **23th Day of October 2014**
BETWEEN

LEE YOK WAH
S2634175B

(hereinafter called "**The Landlord**" which expression where the context so admits shall include the legal representatives or successors-in title and permitted assigns of the Tenant) of the other part.

EXPENOVATE PTE LTD
ROC: 200513279Z

(hereinafter called "**The Tenant**" which expression where the context so admits shall include the legal representatives or successors-in title and permitted assigns of the Tenant) of the other part.

WHEREBY:

1. In consideration of the rents, service charges and Tenant's covenants hereinafter reserved and contained the Landlord agrees to let and the Tenant agrees to take a tenancy of all the premises (hereinafter referred to as the demised premises) known as **21 Woodlands Close Primz Bizhub #05-45 Singapore 737854** for a term of **12 months** from the **10th November 2014 to 9th November 2015**, paying therefore during the said term the monthly rental of **Singapore Dollars One Thousand Three Hundred and Fifty Dollars ONLY S\$1,350.00** payable in advance without any deduction or set off whatsoever, each payment to be made on the **10th day** of each calendar month in advance without deduction or demand via automatic fund transfer GIRO to Landlord's bank account:

Account Name:

Bank:

Account Number:

The first of such monthly payments of **S\$1350.00** for the rent for the period from **10th November 2014 to 9th December 2015**

2. The Tenant agrees with the Landlord as follows; -
 - (a) To pay the said rent at the times and in the aforesaid manner without any deduction whatsoever.
 - (b) On or before the signing of this agreement the Tenant shall deposit the sum equivalent to **One (1)** months' rental of **Singapore Dollars One Thousand Three Hundred and Fifty Dollars ONLY S\$1,350.00** by way of security for the due performance of the Tenant's covenant's herein contained and shall not be deemed to be treated as payment of the rent but the said sum or part thereof maybe applied in or towards of payment of fees outstanding or for damages caused by the negligence of the Tenant or for making good any breach of this agreement on the part of the Tenant but subject as aforesaid shall be refunded to

the Tenant within **14 days** after the Tenant have duly delivered to the Landlord vacant possession of the demised premises upon the expiration of the term created.

- (c) To pay all charges for water, electricity and gas consumed in the said premises and government tax on the bills thereon.
- (d) To pay for the telephone subscription and all Singapore Telecommunication bills and government tax thereon.
- (e) To keep the interior of the said premises including the flooring and interior plaster or other surface material or rendering on walls and ceilings, doors, windows, wires, air- conditioning system and electrical installations and fittings in good and tenable repair and condition (fair wear and tear and damage by lighting, explosion, riot, civil commotion or any other cause not arising out of the act, neglect or default of the Tenant excepted).
- (f) Not without the prior consent of the Landlord in writing which consent shall not be unreasonably withheld to erect or suffer to be erected any alterations in or additions to the said premises nor to cut, maim or injure or suffer to be cut, maimed or injured any of the walls or timbers thereof.
- (g) To permit the Landlord and the Superior Landlord or Landlords for the time being of the said premises and his or her or their respective agents, surveyors and work people to enter upon the said premises at all reasonable times and forthwith to make good any defects found upon the said premises of which notice shall be given by or on behalf of the Landlord.
- (h) To permit the Landlord and their duly authorised agents with or without workmen and others at all reasonable times to enter the said premises and to view the condition thereof and to do such works and things as may be required for any repairs to the said premises or any part or parts of the building and forthwith to repair, amend and make good in a proper and workmen like manner any defects for which the Tenant is liable and the costs thereof shall be a debt due from the Tenant to the Landlord and recoverable forthwith as such.
- (i) Not to do or suffer any act which shall amount to a breach or non-observance of any negative or restrictive covenant contained in the lease or other instrument under which the Landlord holds the said premises.
- (j) Not to store or bring upon the said premises any articles of a specially combustible, inflammable or dangerous nature and not to do or suffer anything by reason whereof the present or any future policy of insurance against fire on the building of which the said premises form part may be rendered void or avoidable or whereby the rate of premium thereon may be increased and to repay to the Landlord all sums paid by way of increased premium or increased contribution for premium and all expenses incurred by the Landlord or contributions therefore in or about the renewal of such policy or policies rendered necessary by a breach or non-observance of this covenant.
- (k) Not to assign, underlet or otherwise part with a share possession of the said premises or any part thereof without the written consent of the Landlord.

- (l) To use the premises as a **B1 Industrial** and not to permit the said premises or any part thereof to be used as a place for lodging, dwelling or sleeping.
- (m) Not to effect any structural alteration or the alteration of any air-condition duct or ducts in the said premises without the prior written consent of the Landlord.
- (n) To keep all windows and doors of the said premises shut when the air-conditioning is in operation.
- (o) To yield up the said premises at the expiration or sooner determination of the term hereby created in good and substantial repair and condition in accordance with the Tenant's obligations and to dismantle and remove from the premises all the Tenant's fixtures if so required by the Landlord and to make good any part or parts of the premises which may be damaged in such dismantling and or removal. If the tenant shall fail to reinstate the Premises to its original condition the Landlord may do so and shall recover from the tenant the costs and expenses of reinstating the Premises.
- (p) The Landlord agrees to allow the Tenant to occupy the premises from **27th October 2014 to 9th November 2014** on a free-rent basis.
- (q) To apply for and obtain all necessary permits/licence etc from the relevant authorities for the use of the said premises for their trade.
- (r) At all times to observe the management corporation requirements laid down from time to time for the purpose of maintaining a uniform external appearance for the building.
- (s) At all times to comply with all such requirements and regulations as may already have been or shall hereafter be imposed on the Landlord or other occupier of the demised premises by the management corporation for the building or by any law, statute or act of parliament now Or hereafter; in force and any orders, rules, regulations and notices there under.
- (t) In the event that Goods and Services Tax ("GST") is imposed or charged by the government or tax authority on any sums received or receivable by the Landlord under this tenancy agreement" the Tenant shall be liable to pay the GST in the manner and within the period prescribed in accordance with the application laws.

Where the Tenant defaults in such GST payment, the Landlord may make payment of the same and claim the equivalent amount from the Tenant as a debt due.

Where it is prescribed by law that the Landlord is to make payment toward the GST) then the Tenant hereby agrees to reimburse the Landlord for the sums so paid forthwith.

- (u) Not to use the demised premises or any part thereof for any unlawful or immoral purposes and not to do or permit or suffer to be done upon the demised premises any act or thing which may become a nuisance to or annoyance to or give cause for reasonable complaints from the occupants of other parts of the Building or of adjoining or adjacent properties.

3. Indemnity To The Landlord

To indemnify and keep indemnified the Landlord from and against:

- (a) All claims demands writs summons actions suits proceedings judgments orders decrees damages costs, losses and expenses of any nature whatsoever which the Landlord may suffer or incur in connection with loss of life, personal injury and/or damage to property arising from or out of any act or deed by the Tenant or its employees agents contractors invitees and/or licensees upon or at the Premises.
- (b) All loss and damage to the Premises, the Development and to all property therein caused directly or indirectly by the Tenant or its employees agents contractors invitees and/or licensees including the use or misuse waste or abuse of water gas or electricity or faulty fittings or fixtures of the Tenant.
- (c) All claims, demands writs summons actions suits proceedings judgment orders penalties decrees damages costs losses and expenses of any nature whatsoever which the Landlord may suffer or incur due to the Tenant's failure to comply with such statutory provision legislation rules and regulations with regard to the Tenant's business or use of the Premises

4. The Landlord agrees with the Tenant as follows

- a) That the Tenant paying the rent hereby reserved and observing and performing the stipulations herein contained shall peaceably hold and enjoy the said premises during the said term without any interruption by the Landlord or any person rightfully claiming under or in trust for him.
- (b) That the Landlord will keep insured the said premises from loss or damage by fire and in the event of such loss or damage unless resulting from some act or default of the Tenant in consequence whereof payment of the insurance shall be refused and subject to the provision for determination hereinafter contained to rebuild and reinstate the damaged property and in any case the said premises shall in consequence of such damage be unfit for occupation and for carrying on business for upwards of three weeks then and so often as the same shall happen to allow in respect of such period of unfitness a pro-rated abatement from the rent hereby reserved and so that in case of any disagreement as to the amount of abatement or the period for suspension of all or any part of the rent, the matter shall be referred to arbitration under the arbitration act.

5. Provided always and it is mutually agreed as follows

- (a) If the Tenant shall be desirous of continuing the tenancy hereby created for a further term of **Twelve (12)** months at the expiration of the term hereby granted and shall on or before give to the Landlord **Two (2) months'** notice in writing prior to the expiration date of such their desire and if there shall not at any time of such request be existing breach or non- observance of any of the stipulations on the part of the Tenant herein contained then the Landlord will let the premises to

the Tenant for the further term of **Twelve (12)** months from the **9th November 2015** at a rental to be mutually agreed upon between the Landlord and the Tenant.

- (b) If and whenever during the said rent hereby reserved or made payable or any of them of any part thereof shall be in arrears and unpaid for seven (7) days after becoming payable (whether formally demanded or not) or if and whenever there shall be any breach or non-performance or non-observance of any of the covenants on the part of the Tenant herein contained or if the Tenant (being an individual) shall become bankrupt or whether compulsory or voluntary (save for the purpose of amalgamation or reconstruction of a solvent company) or have a receiver appointed of its undertaking or if the Tenant for the time being shall enter into an arrangement or composition for the benefit of the Tenant's creditors or shall suffer any distress or execution to be levied on the Tenant goods or if the Tenant's business has been re-registered or the certification of registration of business has been withdrawn or cancelled then and in any of the said cases it shall be lawful for the Landlord at any time thereafter and notwithstanding the waiver of any previous right of re-entry, to re-enter into and upon the demised or any part thereof in the name of the whole and thereupon the said term shall absolutely cease and determine and the said deposit under clause 2 hereof shall be absolutely forfeited by the Landlord but without prejudice to the right of action of the Landlord in respect of any branch of the Tenant's covenants herein contained.
- (c) Knowledge or acquiescence by the Landlord or any breach by the Tenant of any of the conditions or covenants herein contained shall not operate as or be deemed to be a waiver by the Landlord of such conditions or covenants or any of them and notwithstanding such knowledge, acquiescence and or indulgence, the Landlord shall be entitled to continue to exercise all its rights under this agreement and to require strict performance and observance by the Tenant of all the conditions and covenant in this agreement (including that which is breached by the Tenant and known and acquiesced to or granted indulgence by the Landlord as aforesaid) to be performed or observed by the Tenant and any consent or permission given by the Landlord shall not be effective or relied upon by the Tenant unless in writing and signed by the Landlord.
- (d) If any dispute or question whatsoever shall arise between the parties hereto with regard to the construction or effect of this agreement or any clause or thing herein contained or the rights, duties or liabilities of either party under this agreement or otherwise in connection with the with the demised premises the matter in difference shall be determined by a single arbitrator in accordance with the arbitration act or any statutory modification or re-enactment thereof for the time being in force.
- (e) Any notice under this agreement required to be served upon the Tenant shall be sufficient if forwarded to the Tenant by registered post to the abovementioned address or to their last known place of residence or business and any notice required to be served upon the Landlord shall be sufficiently served if delivered to his/her personally if sent to him/her by registered post to his/her abovementioned address to his/her last known place or residence or business. Any notice sent by registered post shall be deemed to be given at the time when in due course of post, it would be expected to be delivered to the address to which it is sent

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

SIGNED BY THE LANDLORD

)
)
)
)
)
)
)

**In the presence of
NRIC No.**

SIGNED BY THE TENANT

)
)
)
)
)
)
)

**In the presence of
NRIC No.**

SCHEDULE

(List of furniture , Fixtures and Fittings)

- | | |
|---|--|
| 1) Fire Safety Items (do not relocate/remove) | 1 no. EXIT light
1 no. Emergency Light
1 no. Fire Extinguisher
1 no. Fire rated wooden door
__nos. Fire Sprinklers |
| 2) Keys: | Main Door 1 pc
Letter Box 1pc |