ANNEX D2 – SBST NEL LOCKER LICENCE WITH TOL SPECIMEN

DATED THE DAY OF 20[ ]

Between

SBS TRANSIT LTD
(Registration No.199206653M)
("the Licensor")

And

[LICENSEE]
(Registration No.)
("the Licensee")

==========

LICENCE AGREEMENT FOR
FREE STANDING LOCKER SPACE AT ( ) NEL MRT STATION

==========

SPECIMEN

A LICENCE made the day of Two thousand and (20) Between:-

(1) **SBS TRANSIT LTD** (Registration No. 199206653M), a company incorporated in Singapore and having its registered office at 205 Braddell Road, Singapore 579701 ("the Licensor") of the one part; and

(2) **[□]** (Registration No. **[□]**), a company incorporated in Singapore and having its registered office at **[□]**, Singapore **[□]** ("the Licensee") of the other part.

WHEREAS:-

A. The Head Lessor has been granted a temporary occupation licence ("TOL", receipt of a copy of which the Licensee hereby acknowledges) by the Government of the Republic of Singapore c/o Singapore Land Authority of 55 Newton Road, #12-01 Revenue House, Singapore 307987 in respect of the Licensed Area on the terms and conditions in the TOL.

B. Pursuant to an agreement made or to be made between the Land Transport Authority of Singapore of 1 Hampshire Road Singapore 219428 ("the Head Lessor") of the one part and the Licensor of the other part ("the Principal Agreement", relevant clauses of which are annexed hereto as the **Second Schedule** and as may be varied, amended, modified or supplemented from time to time), the Head Lessor agreed to grant a Lease and the Licensor agreed to take a Lease of the property more particularly described in the **First Schedule** hereto ("the Licensed Area") on the terms and conditions as contained in the TOL, Principal Agreement and the Head Lessor's Terms and Conditions to SBST ("LTA's Terms and Conditions to SBST", receipt of a copy of which the Licensee hereby acknowledges and as may be varied, amended, modified or supplemented from time to time)(collectively "the Head Agreements").

C. Subject to the terms and conditions of the Head Agreements the Licensor is desirous of granting and the Licensee is desirous of taking a licence of the Licensed Area for the sole purpose of operating the locker on the terms and conditions hereinafter appearing.

NOW THIS LICENCE WITNESSETH as follows:-

1. INTERPRETATION

1.1 In this Licence and in any rules and regulations made hereunder or otherwise unless the contrary intention appears:-

Licensor	Licensee

SPECIMEN

(a) "Locker" means "Federated Locker" or any such other name(s) as the parties hereto may agree.

(b) "Common Area" means those parts areas premises and facilities of and in the Station which are not demised or intended to be demised by the Licensor to the Licensee hereunder or to any other tenant or licensee and which are now or hereafter provided by the Licensor for the common use by tenants and licensees of premises in the Station and their respective customers, employees, invitees and licensees in common with the Licensor and all other users of the System and persons having the like right to use the same and which are demarcated and defined by the Licensor by means of notices, signages, and other directional indicators subject to payment of the fees stipulated by the Licensor, Head Lessor or any other statutory body (including but without limiting the generality of the foregoing all roads, walls, walkways, pavements, passages, entrances, toilets, stairways, elevators and such other areas, amenities, grounds and conveniences from time to time provided, prescribed or made available by the Licensor) for the common or general use or benefit of the tenants, customers, employees, invitees, licensees, users of the System as aforesaid and all other persons having the like right but excluding all areas which are prohibited and/or restricted by the Licensor or Head Lessor (including but not restricted to live and staff areas and substations) in which entry is only allowed to persons authorised by the Licensor or Head Lessor.

(c) "Deposit" means the security deposit payable by the Licensee to the Licensor in accordance with clause 4.3.

(d) "Dollars" means Singapore Dollars.

(e) "Floor Area" means the estimated area of the Licensed Area in accordance with clause 3.2.

(f) "Further Licence Period" means the further licence period of the Licensed Area in accordance with clause 3.4.

(g) "Installation Works" means the building and installation works to be carried out by the Licensee to install the locker in accordance with Clause 2 below.

(h) "Licensee" includes the Licensee's personal representatives, successors in title and permitted assigns and where the context so permits, the Licensee's Occupiers.

(i) "Licensee's Occupiers" means the Licensee's servants, agents, independent contractors, sub-licensees (if consented to by the Licensor and the Head Lessor),

Licensor	Licensee

invitees, customers and any person using, enjoying, visiting or being the Licensed Area expressly or by implication with the Licensee's consent or authority.

(j) "Licensor" includes the Licensor's respective successors, assigns and reversioners.

(k) "Licensed Area" means the area hereby licensed and more particularly described in the **First Schedule** hereto.

(l) "Licence Fee" means the fee payable by the Licensee for use of the Licensed Area in accordance with clause 4.1.

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

(n) "Service Charge" means the service charge payable for use of the Licensed Area in accordance with clause 4.1

(o) "Station" means the Mass Rapid Transit station in which the Licensed Area is located.

(p) "System" means the North-East Line Mass Rapid Transit System.

(q) "Licence Period" means the licence period as provided in clause 3.3.

(r) "Utility Charges" means the utility charges payable for use of the Licensed Area in accordance with clause 4.1.

1.2 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.

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

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

1.5 Where two or more persons are included in the expression "Licensee" all covenants, agreements, terms, conditions and restrictions shall be binding on them jointly and each of them severally and shall also be binding on their personal representatives and permitted assigns respectively jointly and severally.

2. INSTALLATION OF LOCKER AT THE LICENSED AREA DESCRIBED IN THE FIRST SCHEDULE

Licensor	Licensee

SPECIMEN

Installation

2.1 The Licensee undertakes to carry out at its own expense the Installation Works for the Licensed Area. The Licensee shall complete the Installation Works by the expiry of the two (2) weeks period referred to in Clause 2.4.

2.2 The Licensee shall submit detailed plans on the Installation Works for the Licensor's approvals before commencing the Installation Works.

2.3 The detailed plans shall contain a description of:-

(a) the structures and installations which the Licensee proposes to place in the Licensed Area;

(b) drawings of (including dimensions in metres) and / or a plan showing the design and the layout of the various structures and installations which the Licensee proposes to erect in the Licensed Area; and

(c) the extent of any and all works which the Licensee proposes to undertake, including particulars of workmen, equipment and machinery intended to be brought onto the Licensed Area.

2.4 The Licensee shall occupy the Licensed Area and commence the Installation Works within five (5) Working Days from the date of receipt of written notice thereof from the Licensor and the Installation Works shall be completed within two (2) weeks of the expiry of the said five (5) Working Days.

2.5 In carrying out the Installation Works, the Licensee shall:

(a) secure at its own expense the necessary approvals, consents, licences and permits ("Relevant Consents") from the relevant authorities which are required to be obtained or maintained in connection with the Installation Works;

(b) provide adequate protection to the existing structures of the Station. The base of the Licensee's structures, installations and the like must be padded so as to prevent scratching, staining or damage to the floors;

(c) ensure that the Installation Works are carried out in compliance with any applicable rules and regulations as may be issued by the Licensor, all relevant laws and regulations, all requirements of any relevant authority and all terms and conditions of any Relevant Consents;

(d) ensure that the Installation Works do not cause any harm or damage to any person or to any property of the

Licensor	Licensee

SPECIMEN

Licensor or of any other person and do not cause any interference with or disturbance to the use or operation of the Station or the users or occupants thereof;

(e) ensure that the Installation Works are consistent with acceptable construction and other relevant practices (including those relating to safety);

(f) ensure that the Installation Works are expeditiously completed;

(g) not conduct any building works, make any alterations or additions to or conduct any activities which physically alter the Licensed Area or the Station;

(h) not use combustible materials in the Installation Works unless such material are fire-rated and approved by the Licensor and the relevant authorities; and

(i) ensure that the Installation Works shall only be effected by a contractor approved by the Licensor and in a manner conforming strictly with the detailed plans referred to in Clause 2.3 as duly approved by the Licensor and under the supervision of an architect or engineer approved by the Licensor; and

(j) the Licensor must nominate a representative to attend a half day training conducted by SBS Transit Ltd (Operations Training) and pass a test to be qualified as an EPIC (Engineer's Person-In-Charge). The EPIC shall be responsible for all site safety and security procedures and supervisory activities throughout the entire duration of the Installation Works. Alternatively, the Licensor can also engage the services of a contractor staff who is already trained and qualified as EPIC.

2.6 The EPIC is responsible for safety and correct engineering work practices for work carried out within the Station. The EPIC must ensure that all workers hold valid work permits and illegal workers are strictly prohibited.

2.7 The EPIC must also ensure that works carried out by the contractors are based on designs and drawings approved by relevant authorities from government and private institutions as well as SBS Transit Ltd.

2.8 The EPIC shall submit the application of the “Permit to Work / SDAR” at SDAR office with approved drawings, method statements and risk assessment for the prescribed work no less than 7 days prior to work execution.

2.9 The Licensor shall not be held responsible for any delays in the work arising from or relating to non-compliance by the EPIC or the

Licensor	Licensee

SPECIMEN

Licensee's contractors. The roles and responsibilities of the EPIC are more particular described in the Third Schedule hereto.

2.10 The Licensee is permitted to carry out the Installation Works only between the hours of 12.30 a.m. and 5.30 a.m or such other hours as may be notified to the Licensee.

2.11 Upon the completion of the Installation Works, the Licensee shall, at its own expense:-

(a) Remove all waste and debris from the Station; and

(b) Make good any damage to the Licensed Area or the Station caused by the Licensee, its employees, servants, agents or contractors arising from the Installation Works,

failing which the Licensor reserves the right (without being under any obligation to do so) to dispose of the waste and debris and make good any damage and all costs and expenses incurred by the Licensor in this respect shall be paid by the Licensee to the Licensor within seven (7) Working Days of the Licensor notifying the Licensee of the amount thereof.

2.12 The use of the Licensed Area by the Licensee during the Installation Works shall be only for the purpose of carrying out and completing the Licensee's work of installing the locker and shall be at the Licensee's sole risk in all respects.

2.13 The Licensee shall immediately upon receiving the notice referred to in Clause 2.4 deposit with the Licensor the sum of Dollars ($[ ]) for the due performance by the Licensee of its obligations in relation to the Installation Works at all the Licensed Area. The Licensor shall refund to the Licensee the said sum or the balance thereof without interest (as the case may be) subject to any deductions or forfeiture to be made by the Licensor pursuant to this clause upon completion of the Licensee's Installation Works at all the Licensed Area to the satisfaction of the Licensor Provided Always that the Licensee shall pay on demand all and any such costs over and above the said sum. If the Licensee shall commit a breach of its obligations in relation to the Installation Works, the Licensor shall be entitled but not obliged to apply the said sum or any part thereof in or towards payment of monies outstanding or making good any breach by the Licensee or deduct from the said sum the loss or expense to the Licensor occasioned by such breach but without prejudice to any other rights or remedies which the Licensor may be entitled.

2.14 The Licensee shall effect public liability insurance in an adequate amount in respect of the Installation Works.

2.15 Save for the purposes of the Licensee's obligations in Clause 6.22, this Clause 2 shall not apply if the Licensee is in occupation of the Licensed Area before the commencement of the Licence Period

Licensor	Licensee

under an existing licence of the Licensed Area.

3. LICENSED AREA

Licence

3.1 In consideration of the Licence Fee, Service Charge, Utility Charges and the Licensee's covenants hereinafter reserved and contained the Licensor hereby licenses to the Licensee ALL THAT LICENSED AREA being the stipulated Floor Area for the sole purpose of operating a locker and located in the Station being part of the System TOGETHER with the right for the Licensee and others duly authorised by the Licensee of ingress and egress to and from the Licensed Area in, over and along all the usual entrances, passages and ways leading thereto in common with the Licensor and with all other persons entitled thereto such rights being only as far as are necessary and as the Licensor can lawfully grant and subject to payment of the Licence Fee, Service Charge and Utility Charges in accordance with this Licence and due performance and observance by the Licensee of all the covenants agreements stipulations and conditions on the part of the Licensee herein contained to be performed and observed for the Licence Period.

Area of the Licensed Area

3.2 (a) The Floor Area of the Licensed Area is estimated to be [ ] ( ) square metre(s) and is marked in red on the plans attached to this Licence.

(b) No adjustment in the Licence Fee, Service Charge and other sums payable hereunder shall be allowed for any difference between the area of the Licensed Area stated in Clause 3.2(a) and the actual area of the Licensed Area.

Licence Period

3.3 (a) The Licence Period of the Licensed Area shall be [ ] ( ) years commencing from [□] and expiring on [□].

(b) The Licence Period of the Licensed Area shall commence on the date immediately following the expiry of the two (2) weeks period stated in Clause 2.4 and shall expire on [□].

Option for a Further Licence Period

3.4 (a) If the Licensee shall be desirous of taking a licence of the Licensed Area for a Further Licence Period of [ ] ( ) years at the licence fee and on the terms and conditions hereinafter mentioned, the Licensee shall give to the Licensor notice in writing of such desire not earlier than nine (9) months and not later than six (6) months before the expiration of the Licence Period and if the Licensee shall have paid the licence fee hereby reserved and shall have performed and observed the stipulations herein contained and on the Licensee's part to be performed and observed up to the expiration of the Licence Period then, subject to the Head Lessor's consent, the Licensor will license the Licensed Area to the Licensee for the Further Licence Period, the agreement for which must be signed not later than three (3) months prior to the date of expiry of the Licence Period. The Further Licence Period shall be at a licence fee and service charge to be fixed by the

Licensor	Licensee

SPECIMEN

Licensor and on such other terms and conditions to be mutually agreed between the parties. This option for the Further Licence Period shall lapse if the Licensee shall fail to sign the agreement for the Further Licence Period by the date stipulated above and the Licensor shall be free of all obligations whatsoever to grant to the Licensee the Further Licence Period.

(b) The option for the Further Licence Period contained in Clause 3.4(a) shall be null and void and be of no effect whatsoever in the event that (i) any of the Head Agreements are terminated prior to the expiration of the Licence Period, or (ii) the Licensor does not obtain a renewal of the Head Agreements, or (iii) the Head Lessor or any government or statutory authority does not grant its written approval for the Further Licence Period, and the Licensee shall not have any claims whatsoever against the Licensor in any such event.

(c) The Licensee shall at its own cost and expense comply with all terms and conditions which may be imposed by the Head Lessor or any government or statutory authority on the Licensor or on the Licensee in relation to its approval of the Further Licence Period.

4. LICENSEE'S COVENANTS

The Licensee hereby covenants with the Licensor as follows:-

Licence Fee, Service Charge and Utility Charges

4.1 To pay the Licence Fee specified in the First Schedule which is inclusive of the Service Charge at the rate of Dollars [ ] ( ) per month and Utility Charges at the rate of Dollars [ ] ( ) per month and all sums as and when due without any set off demand counterclaim or deduction whatsoever. Save for the payment of the Licence Fee, the Service Charge and the Utility Charges for the month in which the Licence Period commences ("the commencement month"), all subsequent payments shall be made on the first day of each succeeding calendar month commencing from the month immediately following the commencement of the Licence. The Licence Fee, the Service Charge and the Utility Charges for the commencement month shall be paid by the Licensee to the Licensor upon the execution of those presents. The Licence Fee, Service Charge and Utility Charges are to be paid through the Interbank Giro.

Increase in Service Charge and/or Utility Charges

4.2 Upon notice from the Licensor, to pay any increase in the Service Charge and/or Utility Charges over and above that payable at the commencement of the Licence Period such payment to commence on the date specified in the said notice from the Licensor. The amount of the increase in the Service Charge and/or Utility Charges stated in the Licensor's notice shall be accepted by the Licensee as final and conclusive on the Licensee.

Security

4.3 To pay to the Licensor herein by way of cash and/or Banker's

Licensor	Licensee

SPECIMEN

Deposit		Guarantee the sum of Dollars [ ] ($_____) as the Deposit being the sum equivalent to [six (6)] months' Licence Fee, Service Charge and Utility Charges payable by the Licensee to the Licensor as security for the due performance and observance by the Licensee of all and singular the several covenants agreements stipulations and conditions on the part of the Licensee herein contained to be performed and observed and as security for any claim by the Licensor at any time against the Licensee in relation to any matter in connection with the Licensed Area and if the Licensee shall fail to perform and observe the said covenants agreements stipulations and conditions, the Licensor shall be entitled but not obliged to apply the Deposit or any part thereof in or towards payment of monies outstanding or making good any breach by the Licensee or deduct from the Deposit the loss or expense to the Licensor occasioned by such breach PROVIDED ALWAYS that if the Licensee shall duly perform and observe the said covenants agreements stipulations and conditions as aforesaid from the date of the commencement of the Licence Period up to and including the date of expiration or sooner determination of the Licence Period and subject to any deductions to be made by the Licensor pursuant to the provisions of this Licence, the Licensor shall within one (1) month from the date the Licensee leaves all the Licensed Area duly repaired, cleaned and reinstated in accordance with the Licensee's covenants in this Licence repay the Deposit without interest to the Licensee and PROVIDED FURTHER that the said forfeiture or right of the Licensor to so forfeit shall be without prejudice to the Licensor's remedies or other rights of action against the Licensee. The Deposit shall throughout the Licence Period be maintained at the sum being equivalent to [six (6)] months' Licence Fee, Service Charge and Utility Charges payable herein or any other figure corresponding to any increase and shall not be deemed to be or treated as payment of Licence Fee or Service Charge or Utility Charges or any part thereof. If the Service Charge and/or Utility Charges has been increased then the Deposit shall be increased proportionately within fourteen (14) days from written notice by the Licensor to the Licensee so that the Deposit shall at all times be maintained at a sum equivalent to [six (6)] months' Licence Fee, Service Charge and Utility Charges. The banker's guarantee shall be issued from a bank licensed in Singapore and shall be upon terms acceptable to the Licensor.
Increase in Property Tax	4.4	When required by the Licensor, to pay the Licensor any increase in property tax, which may be imposed whether by way of an increase in the annual value or an increase in the rate per centum, in the proportion attributable to the Licensed Area as determined by the Licensor in its absolute discretion.
Head Agreements and TOL fee	4.5 (a)	To perform and observe all and singular the several covenants agreements stipulations and conditions in the Head Agreements and any document referred to in the Head Agreements (as the Head Agreements may be varied, amended, modified or supplemented from time to time) on the Licensor's part to be performed and observed or insofar as they relate to the Licensed Area so as not to breach or

Licensor	Licensee

SPECIMEN

cause the Licensor to be in breach of any of the said covenants agreements stipulations and conditions of the Head Agreements and any document referred to in the Head Agreements (as the Head Agreements may be varied, amended, modified or supplemented from time to time) and to indemnify and keep the Licensor indemnified against all actions proceedings damages claims demands costs and expenses incurred caused by or arising from the Licensee's failure to perform and observe the same.

(b) To pay the fee for the TOL ("TOL fee") specified in the First Schedule. Save for the payment of the TOL fee for the commencement month, all subsequent payments shall be made on the first day of each succeeding calendar month commencing from the month immediately following the commencement of the Licence. The TOL fee for the commencement month shall be paid by the Licensee to the Licensor upon the execution of those presents. The TOL fee is to be paid through the Interbank Giro. In the event the TOL fee payable for the TOL is revised, the Licensor shall be entitled to revise the TOL fee payable by the Licensee under this Licence Agreement and the Licensee shall pay the revised TOL fee from the date specified in the Licensor's notice. The revised TOL fee stated in the Licensor's notice shall be accepted by the Licensee as final and conclusive on the Licensee.

(c) Without prejudice to clause 4.15, to permit the Head Lessor, its duly authorised servants, agents, independent contractors and others so authorised by the Head Lessor during the Licence Period upon reasonable notice to enter upon the Licensed Area and every part thereof to perform the Head Lessor's obligations and exercise its rights under, arising from or in connection with the Head Agreements and/or any document referred to in the Head Agreements. Neither the Licensor or Head Lessor shall be liable for any expense loss damage or inconvenience caused to the Licensee. The Licensee shall at the request of the Licensor or Head Lessor provide sufficient labour and materials to carry out such works.

Compliance with legislation, orders, rules and regulations etc.

4.6 (a) From time to time forthwith comply with all statutes, ordinances, proclamations, orders and regulations present or future affecting or relating to the use of the Licensed Area and with all requirements which may be made or notices or orders which may be given by the Licensor, Head Lessor, any governmental, semi-governmental, fire safety, environmental, health, licensing, civic or any other authority having jurisdiction or authority over or in respect of the Licensed Area or the user thereof and will keep the Licensor indemnified in respect of all such matters in this paragraph referred.

(b) The Licensee shall at all times observe and comply with the Rules and Regulations of the Station (and as from time to

Licensor	Licensee

time varied, added to, deleted or amended as hereinafter provided) relating to the management, operations and maintenance of the Station and the conduct of lessees and/or licensees and any Rules or Regulation which the Head Lessor or any other statutory body may make ("the RTS Regulations"), as from time to time varied, added to, deleted or amended as hereinafter provided. The Rules and Regulations of the Station and the RTS Regulations shall hereinafter jointly be called "the said Rules and Regulations". The Licensee acknowledges, agrees and declares that failure of the Licensee to keep any of the said Rules and Regulations as may from time to time be in force shall constitute a breach of the terms of this Licence in the same manner as if the said Rules and Regulations were contained herein as covenants with the Licensor. The Licensee shall also be liable for any penalties stipulated in the said Rules and Regulations in the event of such failure.

(c) The Licensee further acknowledges, agrees and declares that the Licensor, Head Lessor or any other statutory body shall have the right at any time and from time to time to delete, vary, amend or add to the said Rules and Regulations whenever the Licensor, Head Lessor or any other statutory body deems such variation, amendment, deletion or addition thereto shall be necessary or desirable for regulating the use of the Licensed Area or the Common Area or the Station or any part thereof and/or for the safety, care, operations and/or cleanliness thereof and a certificate with the signature of any authorised person for the time being of the Licensor, Head Lessor or any other statutory body listing the said Rules and Regulations for the time being in force at the date hereof or any amendment thereof shall until further notice be conclusive evidence that such Rules and Regulations or amendments are for the time being in force and made pursuant to the terms hereof. In any case where pursuant to these presents or the said Rules and Regulations made hereunder the doing or executing of any act, matter or thing by the Licensee is dependent upon the consent or approval of the Licensor or Head Lessor such consent or approval may be given or withheld by the Licensor or Head Lessor in their absolute discretion unless otherwise herein provided.

Provided always that the Licensor shall not be liable to the Licensee in any way for violation of the said Rules and Regulations by any person including any licensees, tenants or other occupiers of the Station or the employees, independent contractors, agents, visitors, invitees or licensees of any such persons and passengers using the Station. If there shall be any inconsistency between the provisions of this Licence and the provisions of such Rules and Regulations then the provisions of this Licence shall prevail.

Licence to use or operate

4.7 The Licensee shall engage the Licensor's nominated professional engineers or qualified persons for the application of a licence for the operation of the electrical installation or any electrical modification

Licensor	Licensee

electrical installations		works within the Licensed Area. The Licensee shall not engage other professional engineers or qualified persons except with the prior written approval of the Licensor.
Installation of Equipment	4.8	To install all electrical and other equipment or appliances and all such works (including wiring works) necessary for the installation of the same shall be previously approved by the Licensor and/or the competent authority and to ensure that all installation works shall be carried out by a contractor approved by the Licensor and/or the competent authority.
Charges on equipment	4.9	To pay for all installation and charges in respect of any telephone, electrical and other equipment or appliances and/or any other services connected to the Licensed Area and all other charges or impositions imposed by any public authority or service provider for the service(s) separately supplied to the Licensed Area and to obtain all necessary licences permits and approvals relating to such appliances and/or service(s) at its own cost and expense.
Security	4.10	The Licensee shall be responsible for the security of the Licensed Area including ensuring that the Licensed Area is adequately protected against fire.
Signs and Restrictions on use on name of Head Lessor or Station	4.11	Not to place, erect, display, affix or otherwise exhibit on the exterior of the Licensed Area or any portion thereof any name-plate, writing, signboard, embellishments, display of lights, placard poster, notice, banner, sticker or advertisement or sales promotion material or whatsoever without the prior written approval of the Licensor. No stationery, advertisement, sales promotion material, catalogue, publication or printed material making reference to the Head Lessor's logo or station or the Licensor's logo shall be released for public advertisement, announcement or exhibition whatsoever without the prior written consent of the Licensor. The Licensee shall at their sole expense and whenever required by the Licensor, remove any exhibits, placards, displays, advertisements, posters, banners, notices or any other printed material or publication that the Licensor deems undesirable.
Maintenance	4.12	During the whole of the Licence Period and otherwise so long as the Licensee may remain in possession or occupation when, where and so often as the need shall be to maintain repair and keep the whole of the Licensed Area and the internal and external surfaces thereof together with furnishings, equipment, fixtures and fittings including those belonging to the Licensee in good and substantial repair, working order, and in clean, hygienic and satisfactory condition (fair wear and tear excepted).
Rectification of damage	4.13	From time to time make good, within seven (7) working days of the Licensee being aware, any breakage defect or damage to the Common Area, the Station or to any adjoining premises or any facility or appurtenances thereof occasioned by want of care, misuse or abuse on the part of the Licensee or the Licensee's Occupiers or otherwise occasioned by any breach or default of the Licensee hereunder or under any rules and regulations of the Licensor or Head Lessor made pursuant hereto.

Licensor	Licensee

SPECIMEN

Repair and replacement of breakages etc.	4.14	From time to time immediately repair and replace all glass, if any, which are broken, with glass of the same quality and all damaged or broken lighting, electrical equipment or appliances installed upon the Licensed Area and all additions thereto and alterations thereof, to the satisfaction of the Licensor.
Access to Licensed Area	4.15	To permit the Licensor, Head Lessor and their agents and all persons authorised by either of them free of charge and from any claims for loss or damage with or without workmen, materials, specialist services or vehicles at all reasonable times of the day:-

(a) to enter upon and to lay or fix in or lead through the Licensed Area all pipe ducts for water, gas, sewerage, air-conditioning and conduit boxes for wires, cables and other apparatus for electricity and telephone as the Licensor or Head Lessor may from time to time require to be laid or fixed to or led through the Licensed Area for the general purposes of the Station or otherwise and to do such inspections, repairs, maintenance or other work which the Licensor or Head Lessor may consider necessary;

(b) to enter the Licensed Area and to view the condition thereof and to take a schedule of fixtures in the Licensed Area. The Licensee shall forthwith repair, amend and make good in a proper and workmanlike manner and to the reasonable satisfaction of the Licensor any defect, damage, decay, want of repair or breach of covenant for which the Licensee is liable and of which written notice shall be given to the Licensee or left on the Licensed Area and to pay the Licensor's and/or Head Lessor's costs of survey or otherwise in respect of the preparation of such notice and if the Licensee shall not within seven (7) days after the service of such notice or such shorter period as may be reasonable proceed diligently with the execution of such repairs or works, then the Licensor and/or Head Lessor may enter upon the Licensed Area and execute such repairs or works at the expense of the Licensee;

(c) if at any time during the Licence Period any authority having jurisdiction or authority over or in respect of the Licensed Area or the user thereof or of the Station requests notifies or orders any structural alterations, re-alterations, additions, conversions, improvements or other works to be made in, about or to the Licensed Area or the Station (the effecting of which necessitates access to the Licensed Area) the Licensee will at all times permit the Licensor or Head Lessor access to the Licensed Area 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;

(d) to inspect, cleanse, repair, remove, replace, alter or execute any works whatsoever to or in connection with the drains, sewers, conduits flues, gutters, gullies, channels,

Licensor	Licensee

SPECIMEN

ducts, shafts, watercourses, pipes, cables, wires and mains or any of them;

(e) to effect or carry out any maintenance, repairs, alterations or additions or other works which the Licensor may consider necessary or desirable to any part of the Licensed Area or Station or the water, electrical and other facilities and services thereof;

(f) for the purpose of exercising any of the rights of the Licensor under this Licence;

(g) in connection with the development of the remainder of the Station or any adjoining or neighbouring land or premises, including the right to build on or onto or in prolongation of any boundary wall of the Station;

(h) to permit the Licensor and/or the Head Lessor and their servants duly authorised agents free and immediate access into the Licensed Area at all times in all cases of emergency.

Alterations and additions

4.16 Not to make or permit to be made any alterations structural or otherwise, partitions in or additions to the Licensed Area or the Common Area or any part thereof or to the Licensor's or Head Lessor's fixtures, installations, equipment, fittings and decorations therein without having first obtained the written consent of the Licensor and to comply with the conditions imposed for such consent. The Licensee shall at the Licensee's own expense obtain all necessary planning and other consents pursuant to the provisions of any statute, rule, order, regulation or by-law applicable thereto and shall comply with the conditions thereof and any guidelines which may be prescribed by the Licensor or Head Lessor. The Licensee shall keep proper records of any alterations, partitions or additions and shall furnish the Licensor and/or Head Lessor with such information relating to such records as they may reasonably require from time to time. Upon the determination of the Licence Period and if requested by the Licensor, the Licensee shall restore the Licensed Area to its original state and condition to the satisfaction of the Licensor.

Alterations and additions of electrical, mechanical and other fixtures

4.17 Not to make any alteration or addition in or to the electrical and/or mechanical fixtures, fittings, equipment or apparatus in the Licensed Area or any part thereof or install any electrical fixtures, equipment or appliances or any apparatus without the prior written consent of the Licensor and subject to the requirements of the Licensor and their architects and/or engineers and public authorities. Provided always that the Licensee shall at all times engage the services of a competent and qualified electrician, fitter or tradesman nominated by the Licensor for installing or causing to be installed or repairing or causing to be repaired any or all of the aforesaid electrical fixtures equipment appliances or apparatus and ensure that there will be no obstruction to existing installations as a consequence of the said installations or repairs for the purposes of inspection, repair or maintenance thereof.

Licensor	Licensee

SPECIMEN

Alarm systems and other devices	4.18	Not to affix or cause to be affixed any alarm systems, door bells, hidden cameras or any other devices in or around the Licensed Area without first obtaining the written permission of the Licensor.
Audio and Visual Equipment	4.19	Not without the prior consent in writing of the Licensor to erect or place upon, within or without the Licensed Area any radio or television aerial or antenna or transmitter or any loudspeakers, sound systems, screens or similar devices, audio visual equipment, musical instrument, or mechanical or other equipment which emits airborne noises or audio-visual images and not without the said consent use or permit to be used any of the same which may likely to be heard or seen from outside of the Licensed Area. Provided always that any consent so given as aforesaid may at any time be withdrawn where the Licensor determines that it is necessary having regard to the interest of the Station as a whole, the rights, interests and/or safety of other tenants, occupiers or persons lawfully therein or if there is any distraction to or interference with the System's operations.
No Obstruction	4.20	Not in any way to obstruct or permit the obstruction of any walkways, pavements, entrances, passages, corridors, service ways, stairways, fire sprinklers, fire escape doors, lights or other parts of the Common Area or Station or any appurtenances or conveniences thereto.
No Littering	4.21	To provide bins for the disposal of papers, dirt, rubbish or other refuse and not to throw or allow to fall or permit to be thrown or placed the same in any part of the Common Area or Station and to dispose of the same at the Licensee's own expense directly into proper rubbish bins or other containers in the designated bin centres provided by the Licensor, failing which the Licensee shall on demand pay to the Licensor the costs incurred for removal of such items.
No illegal immigrants	4.22	Not bring onto or permit to be brought onto, or to employ or to permit to otherwise enter onto the Licensed Area or any part thereof, any person in contravention of the Immigration Act (Cap. 133), the Employment of Foreign Manpower Act (Cap. 91A) or any statutory modification or re-enactment thereof for the time being in force and to indemnify the Licensor against all costs, claims, liabilities, fines or expenses whatsoever which may fall upon the Licensor by reason of non-compliance of this clause.
Unsuitable employees	4.23	Not to employ any person and to remove any person employed for the purpose of this Licence whom the Licensor considers to be unsuitable for any reason or whose conduct the Licensor considers to be prejudicial to the Licensor.
Permitted use of Licensed Area	4.24	The Licensee shall not at any time during the continuance of this Licence:-

(a) use the Licensed Area or any part thereof other than for the purpose of operating one (1) locker only at all times in accordance with the written permission or approval granted by the Licensor, Head Lessor and/or the competent

Licensor	Licensee

SPECIMEN

government authorities AND to obtain all necessary approvals, consents, licences and permits from the competent government authorities for the said use and to ensure that such approvals, consents, licences and permits remain valid and subsisting. No changes shall be made to the purpose except with prior approval of the Licensor and the relevant authorities;

No misuse

(b) use the Licensed Area, permit or suffer the use thereof, do or omit or permit or suffer to be done or omitted any act, matter or thing whatsoever in, upon or about the Licensed Area, or the Station or any part thereof which is or shall or may be an annoyance, nuisance, grievance, inconvenience, damage or disturbance to other tenants or occupiers of the Station or persons otherwise lawfully therein or tenants, occupiers or owners of any adjacent or adjoining premises;

Storage of Goods

(c) bring or store or permit or suffer to be brought or stored in the Licensed Area, the Station, or any part thereof:-

No inflammables

(i) any chemicals, inflammable liquids, acetylene gas or alcohol, oil, volatile or explosive compounds, kerosene, or any explosive, combustible, flammable, hazardous, toxic, or obnoxious substance, thing, fluid, compound material or goods;

No arms or drugs, etc.

(ii) any arms, ammunition, drugs, unlawful or dangerous goods, things, substances or material;

No noxious fumes

(iii) any mechanical, or other equipment for cleaning, printing or otherwise may emit any noxious fumes.

Heavy Machinery

4.25 The Licensee will not bring upon the Licensed Area or the Station any heavy machinery or other plant or equipment or appliances exceeding the loading as may be notified by the Licensor to the Licensee from time to time without the prior written consent of the Licensor and in no event shall any such machinery, plant, equipment or appliances be of such nature or size as to cause or in the opinion of the Licensor be likely to cause any structural or other damage to the floor or walls or any other part of the Licensed Area or the Station.

No sub-licensing and assignment

4.26 The Licensee shall not assign, sub-licence or in any way dispose of or part with actual or legal possession of the Licensed Area or any part thereof (“assignee") whereby any company, person or persons not a party to this Licence obtains the use or possession of the Licensed Area or any part thereof irrespective of whether a fee or other considerations is given for such use or possession without the prior consent in writing of the Licensor, failing which the Licensor may at its option terminate this Licence and the Licensee shall forthwith vacate and return the Licensed Area to the Licensor. If the Licensor’s consent to any sub-licensing is given, the Licensee shall provide the Licensor with a copy of the Licensee’s agreement with such assignee for the use or possession of the Licensed Area and ensure that such

Licensor	Licensee

SPECIMEN

agreement contains a provision that the assignee shall comply with all the terms and conditions contained in this Licence and/or the Head Agreements. The Licensor shall have the right to use and/or disclose to such parties as the Licensor deems fit any or all of the terms and conditions of such agreement. For the purposes hereof any change in the principal shareholding altering the effective control of the Licensee shall be deemed an assignment of this Licence and shall require the consent of the Licensor as aforesaid.

Change or re-organisation of Licensee's business

4.27

(a) During the Licence Period, the Licensee shall not effect any change in the mode of business or any form of re-organisation including amalgamation or merger with or takeover by another company or firm without the prior written consent of the Licensor.

(b) The Licensee shall advise the Licensor in writing of any change in the address or registered office, as the case may be, of the Licensee and if the Licensee is a company or a partnership firm, not to effect any substantial or material change in the shareholding or a change in the partners of the Licensee without the prior written consent of the Licensor.

Vacating and returning of Licensed Area

4.28 The Licensee will at the expiration or sooner determination of this Licence vacate and return to the Licensor the whole of the Licensed Area and every part thereof together with fixtures and fittings:-

Repair on termination of Licence

(a) in the original state, order and condition that it was in when the Licensed Area were first handed over to the Licensee at the commencement of the Licence to the satisfaction of the Licensor;

Cleaning of Licensed Area

(b) clean and free from rubbish, waste material, boxes, packages or any other items or goods belonging to the Licensee;

Removal of sign

(c) upon vacating the Licensed Area or immediately prior thereto remove any signs, names, advertisements or notices erected, painted, displayed, affixed or exhibited upon, to or within the Licensed Area and make good any damage or disfigurement caused by reason of such erection, painting, displaying, affixing, exhibiting or removal thereof;

Removal of installations , etc

(d) if required by the Licensor, remove all and any of the installations, fittings and/or fixtures of the Licensee at or immediately prior to the expiration of the Licence and the Licensee shall upon such removal do no damage to the Licensed Area, Common Area and/or Station and shall reinstate the same to the condition they were in prior to such installation to the satisfaction of the Licensor.

Licensor	Licensee

SPECIMEN

The Licensee shall make good any damage or defacement caused by the removal of any goods, furniture, fittings and/or fixtures belonging to the Licensee and if the Licensee shall fail to make good such damage or defacement the Licensor shall do so and the costs thereof shall be recoverable from the Licensee within seven (7) days of the Licensor notifying the Licensee of the amount of such costs.

Loading and unloading	4.29	The Licensee shall not allow any receipt, delivery, transportation, or other movement of equipment or materials in the Station except through and along the entrances, exits, corridors, and areas in the Station designated by the Licensor and only during off-peak hours and/or at such times as the Licensor shall specifically prescribe.
Notice of defects	4.30	The Licensee will give to the Licensor prompt notice in writing of any accident or defect or want of repair in any services to or fittings in the Licensed Area or the Station and of any circumstance likely to be or cause any danger, risk or hazard to the Licensed Area or the Station or any person therein. Notwithstanding any provisions herein contained, the Licensor shall not be under any liability to the Licensee nor shall the Licensee have any claim against the Licensor nor shall the Licensee be entitled to terminate this Licence by reason of or arising from any power failure or failure in operations or maintenance of any services in the Station at any time or times for any reason whatsoever.
No display or advertisement in Common Area	4.31	The Licensee shall not use or permit to be used the Common Area or the Station or any part thereof for any business or commercial purposes or the display or advertisement of any goods or services except with the prior consent in writing of the Licensor and in accordance with any conditions imposed by the Licensor.
Display of Stipulated Signs	4.32	The Licensee shall display clearly and prominently such signs as may be stipulated by the Licensor setting out notices, terms and conditions which shall be complied with by the Licensee's employees, independent contractors, agents or any of the Licensee's Occupiers.
Licensee's Insurance	4.33	The Licensee shall at all times during the Licence Period and during any other period of occupation of the Licensed Area thereafter:-

(a) effect and keep current for their respective rights and interest insurance policies against such risks and liabilities customary for the operation of the Licensee in the Licensed Area, including but not limited to all risks, work injury compensation and comprehensive public liability insurance policies for a minimum sum of Dollars One Million ($1,000,000.00) or such sum as may be specified by the Licensor for any one accident, incident and/or occurrence from time to time in its absolute discretion in respect of the Licensed Area which shall be taken out with an insurance company approved by the Licensor and shall be in the joint names of the Licensor and the Licensee and to pay all premiums costs and disbursements in connection therewith

Licensor	Licensee

SPECIMEN

within seven (7) days after the same shall become due and payable PROVIDED ALWAYS that nothing herein shall render the Licensor liable for the correctness or adequacy of any such policies or for ensuring that they comply with all relevant legislation pertaining to such insurance;

(b) keep current an adequate insurance policy which shall be taken out with an insurance company approved by the Licensor on the equipment, appliances and all materials belonging to or held in trust by the Licensee in the Licensed Area against loss or damage by fire flood water or by discharge from sprinkler system;

and produce to the Licensor on demand the policies referred to above as well as the receipts for payment of premium in respect thereof.

Avoidance of Insurance Policy and Additional Premium

4.34 Not to do or permit or suffer anything to be done whereby the policy or policies of insurance on the Licensed Area and/or the Station effected by the Licensor (including against loss or damage by fire) for the time being subsisting may become void or voidable or whereby the rate of premium thereon may be increased and to repay to the Licensor on demand all sums paid by way of increased premium or increased contribution for premium and all expenses incurred by the Licensor or contributions therefor in connection with, or in or about the renewal of such policy or policies rendered necessary by any breach or non-observance of this stipulation.

Indemnity

4.35 The Licensee shall indemnify and keep indemnified the Licensor and the Head Lessor in full from and/or against:-

(a) all claims demands actions suits proceedings judgments orders damages costs charges losses and expenses of any nature (including legal costs on a full indemnity basis) whatsoever which the Licensor or Head Lessor may suffer or incur in connection with loss of life personal injury and/or loss or damage to property arising from or out of any occurrences in upon or at the Licensed Area or the use of the Licensed Area or any part thereof caused or contributed by the Licensee or by any of the Licensee's Occupiers or in connection with any act omission neglect breach or default of any of the terms and conditions contained in this Licence and/or the Head Agreements and/or the Licensee's failure to vacate and return the Licensed Area;

(b) all loss, damage or injury to or on the Licensed Area and the Station or any part thereof and to all property therein caused or contributed to directly or indirectly by any act, omission or neglect of the Licensee or the Licensee's Occupiers and in particular but without limiting the generality of the foregoing caused directly or indirectly by:-

(i) the use, misuse, waste or abuse of the water, gas, electricity, lighting and other services and facilities, fittings, fixtures and appurtenances of the Licensed

Licensor	Licensee

Area, Common Area or the Station;

(ii) overflow or leakage of water (including rain water) sewerage, drainage, waste or offensive matter in or from the Licensed Area; and

(c) all costs, expenses, damages, penalties, fines or other monies incurred or suffered arising from any action notice proceedings inquiry investigation, civil or criminal instituted or commenced against the Licensor or any of its agents and servants in connection with the provisions of the Immigration Act and the use or occupation of the Licensed Area.

Stamp Fees	4.36	To pay the stamp fees, if any, and all out of pocket expenses in relation to this Licence.
Costs for Enforcement of this Licence	4.37	To pay all the Licensor's costs and fees legal or otherwise including legal costs calculated on a full indemnity basis in connection with the enforcement of any of the rights, stipulations and conditions under this Licence.
Covenants at Licensee's cost	4.38	To observe and perform all the covenants and stipulations herein on the part of the Licensee to observe and perform, at the Licensee's own cost and expense.
Costs for Works at Licensed Area	4.39	In the event the Licensor is required to carry out or to engage contractor(s) to carry out any work at the Licensed Area occasioned by want of care, misuse or abuse on the part of the Licensee or the Licensee's Occupiers or otherwise occasioned by any breach or default of the Licensee hereunder or under any rules and regulations of the Licensor or Head Lessor made pursuant hereto, the Licensee shall without prejudice to any other rights and remedies of the Licensor pay to the Licensor on demand the costs and expenses incurred (including an administrative charge at the prevailing rate (currently $374.50) and the costs of any labour and material provided) for such works.
Administrative charges	4.40	(a) If the Licensee is found to have breached any of the covenants or stipulations of this Licence, the Licensor may at its discretion issue warning letters to inform the Licensee of the breach. The Licensee shall take all necessary action to rectify such breach within fourteen (14) days or or such shorter period as may be reasonable of the Licensor's warning letter and shall inform the Licensor in writing upon completion of the rectification.

(b) In the event the Licensee fails to rectify the breach within the said fourteen (14) days or shorter period as may be reasonable, the Licensor may issue another warning letter to the Licensee to rectify the breach and the Licensor shall impose an administrative charge of Dollars One Thousand ($1,000.00) for each warning letter (after the first warning letter) or such other amounts as may be stipulated by the

Licensor	Licensee

SPECIMEN

Licensor.

(c) The imposition of such administrative charge shall be without prejudice to any other right of action or remedy available to the Licensor by the terms of this Licence and/or by law for an antecedent breach by the Licensee.

5. LICENSOR'S COVENANTS

The Licensor hereby agrees with the Licensee as follows:-

Rates, taxes etc

5.1 To pay all present and future rates, taxes, assessments, impositions and outgoings imposed upon or in respect of the Licensed Area save and except such as are herein agreed to be paid by the Licensee.

Provision of Services

5.2 The Licensor shall as far as practicable perform the following services:-

(a) maintain the Common Area and/or the Station during the Licence Period; and

(b) provide for the general security of the Common Area and/or Station at the Licensor's absolute discretion.

6. GENERAL PROVISIONS

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

No landlord and tenant relationship

6.1 (a) The Licensee hereby acknowledges that only a licence has been granted under this Licence and that the Licensee's rights rest in contract only and shall not (i) confer any estate or interest in the Licensed Area and/or the Station; and/or (ii) create the relationship of landlord and tenant and/or lessor and lessee between the parties, and any such implication or inference is hereby expressly negated.

(b) The Licensee further acknowledges this Licence is granted to the Licensee for the purposes stated in Clause 4.24(a) and does not give the Licensee any right of exclusive possession in respect of the Licensed Area.

Right of Entry and Determination of Licence

6.2 (a) If and whenever during the Licence Period:-

(i) any or any part of the Licence Fee or Service charge or any other monies hereby reserved by this Licence shall be unpaid for seven (7) Working Days after any of the days when they become due for payment (whether or not they shall have been formally demanded); or

(ii) the Licensee shall at any time fail or neglect to

Licensor	Licensee

SPECIMEN

perform or observe any of the covenants, conditions or agreements contained in this Licence to be performed or observed by the Licensee; or

(iii) any distress or execution is levied on the Licensee's goods; or

(iv) an event of insolvency shall occur in relation to the Licensee; or

(v) the Licensee is unable to obtain or keep in force the approvals, consents, licences, certificates or permits from the appropriate authorities required for the use of the Licensed Area for the purposes stated in clause 4.24(a) ; or

(vi) the Licensee is or any of its employees is guilty of or engage or engages in conduct which in the Licensor's opinion is prejudicial to the Licensor's interests,

the Licensor in addition to and without prejudice to any other rights and remedies, shall be entitled at any time to elect to determine the Licence Period of the Licensed Area by giving written notice to the Licensee to that effect.

(b) The Licensor reserves the right to terminate the Licence Period of the Licensed Area or at any time and to take back the entire or part of the Licensed Area for redevelopment or for any other purposes, upon giving to the Licensee one (1) month's notice in writing, without any payment of compensation, indemnity or explanation from the Licensor to the Licensee.

(c) Determination of the Licence Period of the Licensed Area in exercise of the rights contained in clauses 6.2(a) and 6.2(b) shall be without prejudice to any rights or remedies of the Licensor in respect of any breach of any of the covenants contained in this Licence by the Licensee (including the breach in respect of which the determination is made).

Termination by Licensor

6. 3 In the event that any document referred to in the Head Agreements or the Head Agreements is terminated or if the Licensor is required by the Head Lessor or any government or statutory authority to surrender the Licensed Area or any part thereof or for any other reason whatsoever, the Licensor shall be entitled to terminate this Licence at any time by giving the Licensee written notice to return the Licensed Area in accordance with the terms herein within the said notice period. The Licensee shall execute such documents as the Licensor may require in relation to such return of the Licensed Area. This Licence shall thereafter be terminated without prejudice to the right of action of the Licensor in respect of any antecedent breach of the Licensee's stipulations herein contained and the Licensee shall not have any actions or claims against the Licensor in respect of the termination.

Licensor	Licensee

SPECIMEN

Interest on Arrears	6. 4	Without prejudice to the rights, powers and remedies of the Licensor otherwise under this Licence the Licensee will pay to the Licensor interest at the rate of twelve per cent (12%) per annum or such other revised rates as the Licensor may from to time determine on any licence fee, service charge and/or other monies hereby reserved under this Licence due but unpaid for seven (7) days by the Licensee to the Licensor (whether formally demanded or not) on any account whatsoever pursuant to this Licence, such interest to be computed from the due date for the payment of the moneys in respect of which the interest is chargeable until payment of such moneys in full including the period after the date of any judgment and to be recoverable in like manner as licence fee in arrears.
Removal of items found in Licensed Area upon termination of Licence	6.5	(a) Upon the Licensor becoming entitled to the return of the Licensed Area pursuant to any provision of this Licence the Licensor shall give seven (7) days' notice to the Licensee to remove all equipment, materials and items of every description ("the items") and at the expiration of the said period, the Licensee shall remove from the Licensed Area the items which may be thereon or therein. In default of the Licensee effecting such removal, the items shall be deemed to be abandoned by the Licensee and the Licensor upon expiry of the seven (7) days may retain or sell or otherwise dispose of the same as the Licensor sees fit. Any sale by the Licensor shall be at such time or times and at such price or prices as the Licensor shall think fit and without prejudice to the other rights and remedies of the Licensor, the Licensor 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 licence fee and the interest thereon and all other sums of money due and payable by the Licensee to the Licensor under this Licence. (b) If this Licence shall come to an end whether by effluxion of time or otherwise and the Licensee shall fail to remove the items from the Licensed Area forthwith or if the Licensee shall abandon the Licensed Area and the Licensee shall be deemed to have abandoned the Licensed Area and terminated this Licence unilaterally, then and in any of the said cases it shall be lawful for the Licensor to retain or sell or otherwise dispose of the items of the Licensee in the Licensed Area as it sees fit. Any sale by the Licensor shall be at such time or times and at such price or prices as the Licensor shall think fit and without prejudice to the other rights and remedies of the Licensor, the Licensor 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 Licence Fee and the interest thereon and all other sums of money due and payable by the Licensee to the Licensor under this Licence. (c) The Licensee shall indemnify the Licensor against any

Licensor	Licensee

SPECIMEN

liability incurred by it to any third party whose property shall have been sold by the Licensor in the bona fide mistaken belief (which shall be presumed unless the contrary be proved) that such property belonged to the Licensee and was liable to be dealt with as such pursuant to this clause.

No claim by Licensee

6. 6 The Licensee agrees to occupy, use and keep the Licensed Area at the sole risk of the Licensee and hereby releases to the full extent permitted by law the Licensor and its agents, servants, contractors, invitees and employees and the Head Lessor from all claims and demands of every kind in respect of or resulting from any accident, damage or injury howsoever caused, occurring in the Common Area, Station or the Licensed Area and the Licensee expressly agrees that the Licensor and the Head Lessor shall have no responsibility or liability for any loss, damage or injury suffered by the Licensee (whether to or in respect of the Licensee's person or property or the business conducted by the Licensee) as a result of:-

(c) any theft, breakage, leakage, vandalism, accident or event in the Common Area, Station or the Licensed Area;

(d) any interruption in any of the services hereinbefore mentioned to the Licensed Area, Common Area or the Station by reason of necessary repair or maintenance of any installations of apparatus or damage thereto or destruction thereof by fire, water, riot, act of God or other cause beyond the Licensor's control or by reason of mechanical or other defect or breakdown or other inclement conditions or shortage of manpower, fuel, materials, electricity or water or by reason of labour disputes;

(e) any act, omission, default, misconduct or negligence of any porter, attendant or other servant or employee, independent contractor, invitee or agent of the Licensor or Head Lessor in or about the performance or purported performance of any duty relating to the provision of services;

(f) any damage, injury or loss (consequential or otherwise) arising out of the leakage of the piping, wiring, falling plaster, short circuit and/or sprinkler and fire protection system in the Station and/or the structure of the Station and/or any defect in the Station;

(e) any diminution or obstruction of the light, air or view by any structure which may be erected on lands within or adjacent to the Station;

(f) the Station, Common Area or any part thereof being incomplete, unoccupied and/or closed or boarded up at any point in time for repairs, renovation, construction or any reason whatsoever; and

Licensor	Licensee

(g) any representations, promises or warranties with respect to the Licensed Area, Common Area, the Station and/or their appurtenances.

Goods and Services Tax

6. 7 (a) The Licence Fee, Service Charge and other sums payable by the Licensee under this Licence (collectively "the Agreed Sum") shall, as between the Licensor and the Licensee, be exclusive of any applicable goods and services tax, imposition, duty and levy whatsoever (collectively "Taxes") which may from time to time be imposed or charged before, on or after the commencement of this Licence (including any subsequent revisions thereto) by any government, quasi-government, statutory or tax authority ("the Authorities") or any person or persons to whom such sums is to be paid, on or calculated by reference to the amount of the Agreed Sum (or any part thereof) and the Licensee shall pay all such Taxes and reimburse the Licensor in accordance with the dates stipulated by the relevant authorities for the payment of such Taxes, as the case may be, in such manner and within such period as to comply or enable the Licensor to comply with any applicable orders or directives of the Authorities and the relevant laws and regulations.

(b) If the Licensor or the Licensee (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, from or calculated by reference to the Agreed Sum (or any part thereof):-

(i) the Licensee shall pay, without requiring any notice from the Licensor all such Taxes for its own account (if the liability to pay is imposed on the Licensee), or on behalf of and in the name of the Licensor (if the liability to pay is imposed on the Licensor) on receipt of written notice from the Licensor, and without prejudice to the foregoing, if the law requires the Licensor to collect and to account for such Taxes, the Licensee shall pay such Taxes to the Licensor (which shall be in addition to the Licensee's liability to pay the Agreed Sum) on receipt of written notice from the Licensor; and

(ii) the sum payable by the Licensee 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 Licensor 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

Licensor	Licensee

SPECIMEN

such deduction, withholding or payment been required or made.

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

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

Warranty Excluded 6. 8 The Licensor does not expressly or impliedly warrant that the Licensed Area are now or will remain suitable or adequate for all or any of the purposes of the Licensee and warranties (if any) as to the suitability or adequacy of the Licensed Area implied by law are hereby expressly negated.

Severability 6.9 If any one or more of the provisions contained in this Licence shall be deemed invalid, unlawful or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.

Waiver 6.10 (a) No waiver whether express implied or due to an oversight by the Licensor of one breach default or non-observance or non-performance or provisions in this Licence contained or implied shall operate as a waiver of any continuing or subsequent breach of the same or of any other covenant obligation or provision in this Licence contained or implied nor shall it operate in any manner so as to defeat or affect in any way the rights of the Licensor in respect of any such continuing or subsequent breach default or non-observance or non-performance whatsoever.

Time and Indulgence (b) Any time or other indulgence granted by the Licensor under this Licence shall be without prejudice to and shall not be taken as a waiver of any of the Licensor's rights under this Licence nor shall it prejudice or in any way limit or affect any statutory rights powers and remedies from time to time vested in or exercisable by the Licensor.

Consent (c) (i) Any consent given by the Licensor shall operate as a consent only for the particular matter to which it relates and shall in no way operate as a waiver or release of any of the provisions hereof, nor shall it be construed as dispensing with the necessity of obtaining the specific written consent of the

Licensor	Licensee

Licensor in future, unless expressly so extended.

(ii) Any consent given by the Licensor shall not dispense the Licensee from obtaining the consent of the Head Lessor, where necessary.

Damage rendering Licensed Area unfit for use

6.11 In the event of the Licensed Area or any part thereof at any time during the Licence Period being so damaged or destroyed by fire act of God or other cause beyond the control of the Licensor as to render the Licensed Area unfit for use or access thereto impossible then (except where such fire has been caused by the default or negligence of the Licensee or the Licensee's Occupiers) the Licence Fee and Service Charge at the Licensor's discretion according to the nature and extent of the damage sustained shall be suspended until the Licensed Area shall again be rendered fit for occupation and use or until access thereto may be obtained.

Determination where unfit for use

6. 12 If the unfitness of the Licensed Area or inaccessibility thereto as aforesaid shall continue for a period of more than two (2) months the Licensor shall be at liberty by notice in writing to determine the Licence Period and upon such notice being given the Licence Period shall absolutely cease and determine but without prejudice to any right of action of the Licensor in respect of any antecedent breach of this Licence by the Licensee. The Licensee shall upon receipt of notice or given notice shall vacate the Licensed Area at the given date without compensation but the Security Deposit shall be refunded after deductions of any Licence Fee, Service Charge and/or monies due to the Licensor. Notwithstanding anything herein contained the Licensor shall not be bound to rebuild or reinstate the Licensed Area or any part thereof unless the Licensor shall in its discretion think fit.

Failure to vacate the Licensed Area

6.13 (a) If the Licensee continues to occupy the Licensed Area beyond the expiration of the Licence Period, the Licensee shall without prejudice to the rights of the Licensor in law or under this Licence, pay to the Licensor monthly in advance licence fee at the rate of double of the last prevailing Licence Fee and Service Charge payable by the Licensee to the Licensor under this Licence, the first payment to be made on the day following the day of expiration of the present Licence. For avoidance of doubt, it is hereby understood that there shall be no renewal of this Licence by operation of law.

(b) During the period of continued occupation referred to in clause 6.13(a), all provisions of this Licence shall be and remain in effect. Such licence shall be determinable at any time by either the Licensor or the Licensee giving to the other thirty (30) days' notice in writing. The inclusion of this sub-clause shall not be construed as the Licensor's consent for the Licensee to continue occupying the Licensed Area.

Service of Notice

6.14 Any notice, demand or other communication under this Licence shall be in writing. Any notice, demand or other communication to the

Licensor	Licensee

SPECIMEN

Licensee shall be sufficiently served if left addressed to the Licensee on the Licensed Area or sent to the Licensee's telefax number or delivered personally to or by registered post or left at the Licensee's registered office or last known address at Singapore and any notice to the Licensor shall be sufficiently served if sent by registered post to the Licensor's registered address or at such other address as the Licensor shall from time to time notify the Licensee in writing. Any such notice, demand or communication shall be deemed to have been duly served immediately (if given or made by facsimile or delivered by hand) or (if given or made by letter) twenty-four (24) hours after posting and in proving the same it shall be sufficient to show that the envelope containing the same was duly addressed, stamped and posted.

Licensor's right to assign

6.15 (a) The Licensor shall be entitled to assign all its rights and interest and obligations under this Licence.

(b) The Licensee hereby expressly acknowledges and undertakes to the Licensor that where the Licensor assigns its rights and interest in under or arising out of this Licence (including the transfer of the Deposit), the Licensee shall be deemed to have consented to such assignment and shall accept any assignee of the Licensor and the Licensee shall release the Licensor from all its obligations under the provisions of this Licence and in particular the obligation of the Licensor to refund the Deposit and any other sums pursuant to the terms of this Licence. Where required by the Licensor, the Licensee shall enter into and execute any novation agreement or assignment entered into or to be entered into by the Licensor and its assignee, such novation agreement or assignment to be prepared by and at the expense of the Licensor.

Complete Agreement

6.16 This Licence sets forth the entire and only agreement and understanding between the parties hereto and no purported variation or amendment of this Licence shall be effective unless made in writing with the mutual express consent of the parties hereto.

Exclusion of implied terms etc.

6.17 The covenants provisions terms and agreements herein cover and comprise the whole of the agreement between the parties hereto or their appointed agents and the parties hereto declare that no further or other covenants agreements provisions or terms whether in respect of the Licensed Area or the Station or the other occupiers or owners thereof or otherwise shall be deemed to be implied herein or to arise between the parties hereto by way of collateral or other agreement, by reason of any promise representation warranty or undertaking given or made by either party hereto and the existence of any such implication or collateral to the other on or prior to the execution hereof or other agreement is hereby negated.

Survival of Licensee's obligations

6.18 Notwithstanding anything hereinbefore contained the obligations of the Licensee under this Licence shall survive the determination of this Licence whether by effluxion of time or otherwise to the extent

Licensor	Licensee

SPECIMEN

that such obligations shall not have been fulfilled by the Licensee prior to such determination.

Rights of (Third Parties) Act (Cap. 53B)	6.19	A person who is not a party to this Licence shall have no rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any of its terms.
No Claim for Delay	6.20	The Licensee shall not hold the Licensor liable or responsible for losses, damages, compensation costs and expenses incurred by the Licensee due to any delay in the commencement of the Licence Period whether in tort, contract or any other manner whatsoever. In addition, any delay in the commencement of the Licence Period shall not entitle the Licensee to vitiate, void or terminate this Licence.
Changes to Plans	6.21	The Licensee may from time to time alter the configuration or increase or reduce the size of the Licensed Area and upon written notice thereof to the Licensee, the Licensee and the Licensor shall enter into such supplemental agreement or agreements as the Licensor may require confirming the amendment, termination and/or fresh licence in respect of the altered licensed area and/or this Licence. No adjustment in the Licence Fee, Service Charge and other sums payable hereunder shall be allowed for any difference between the area of the Licensed Area stated in Clause 3.2 and the increased or reduced area of the Licensed Area.

Relocation 6.22

(a) In the event the Licensor at any time and from time to time desires to relocate the Licensee from the Licensed Area to such other location (referred to in this clause as "the relocated licensed area") containing approximately the same area within the Station as may be determined by the Licensor, the Licensor without having to assign any reason therefore shall be entitled to give to the Licensee one (1) month's notice in writing to that effect and upon the expiry of such notice the remainder of the Licence Period shall apply to the relocated licensed area on the same covenants, terms, conditions and provisions contained in this Licence as if the relocated licensed area was the original licensed area contained in this Licence and all references to "Licensed Area" shall refer to the relocated licensed area. The Licensor shall not be liable to the Licensee for any costs, expenses, loss, damage or inconveniences howsoever caused to the Licensee, arising from or by reason of or in connection with the said relocation.

(b) In the event that the Licensor relocates the Licensee to another location, the following terms and conditions shall apply:

(i) The Licensee is required to carry out the Installation Works at the relocated licensed area for the operation of its business as provided in this Licence at its own costs. The Licensee shall submit its proposed plans and design for the relocated licensed area upon one (1) month's notice to the Licensor for approval and the plans

Licensor	Licensee

shall contain a description of all the matters described in Clause 2.3. The Licensee shall carry out such works to the relocated licensed area as may be necessary and shall observe and perform the terms and conditions as hereinbefore set out in this Licence in relation to the Installation Works.

(ii) Upon approval of the plans, the Licensee shall be granted a period free of the Licence Fee, the Service Charge and the Utility Charges to carry out the Installation Works in respect of the relocated licensed area, the duration of which is at the Licensor's discretion. The Licensee shall comply with such rules and regulations as notified by the Licensor to the Licensee from time to time in respect of the installation of the relocated licensed area.

(iii) The Licensee is required to perform the terms of this Licence relating to the locker and the Licensed Area including the payment of Licence Fee, Service Charge and Utility Charges until the said notice to relocate is given by the Licensor. The Licensee shall return the Licensed Area to the Licensor in such state and condition as hereinbefore provided in this Licence once the Licensee is able to commence operations of its business at the relocated licensed area or as determined by the Licensor at its discretion.

(iv) Save as provided in this clause, all other terms and conditions in this Licence shall remain unchanged.

Public Release of Information

6.23 The Licensee shall obtain in writing the prior approval and consent of the Licensor before the release of any news item, article, publication, advertisement, prepared speech or any other information, material of requests, pertaining to or related to any part of the whole of this Licence including and not limited to the obligations to be performed under this Licence. Such prior approval shall be sought in reasonable time failing which the Licensor reserves the right not to entertain such requests.

Law and Jurisdiction

6.24 This Licence shall be governed, interpreted and construed in accordance with the laws of the Republic of Singapore, and the Licensee hereby irrevocably submits to the non-exclusive jurisdiction of the courts of Singapore.

SPEC DRAFT

Licensor	Licensee

THE FIRST SCHEDULE ABOVE REFERRED TO

No.	Station	Licence Fee (inclusive of Service Charge and Utility Charges)	TOL fee
1	**[□]**	$	$

SPECIMEN

Licensor	Licensee

All that space for a free-standing locker on **[Level]** of the Mass Rapid Transit station located in **NEL [ ] MRT Station** situate at **[MRT Address]** and is more particularly delineated and edged red on the plan annexed hereto.

SPECIMEN

[ ] NEL MRT STATION

Licensor	Licensee

THE SECOND SCHEDULE ABOVE REFERRED TO

EXTRACT OF THE TERMS OF THE PRINCIPAL AGREEMENT

(Note: based on the Lease and Maintenance Agreement dated 14 October 2005)

1.3 It is agreed between the parties that subject to the terms contained in this Agreement and in the Licence: -

1.3.1 the Demised Property is leased on an "as is, where is" basis and the SBST shall be deemed to be satisfied as to its state and condition. Without prejudice to the foregoing, the Demised Property is leased in its current state and condition as regards repair, light, air, drainage, sewerage, utility services and in all other respects and SBST shall be deemed to have notice thereof. SBST shall not make any claim or demand against LTA or raise any objection to LTA in respect of the state or condition of the Demised Property (including, without limitation, any latent defects) whether under this Agreement, common law or otherwise except and except only as provided for expressly in this Agreement. Without prejudice to Clause 3.2 of the Licence, LTA shall use its best endeavours to procure its main contractor(s) and/or sub-contractor(s) to make good any defects in the Demised Property (which are not due to wear and tear or to any default by SBST of its obligations under this Agreement) in accordance with the provisions of the relevant contract(s) and/or warranty or warranties in respect of the Demised Property and between LTA and such main contractor(s) whether alone or jointly with any other third party.

1.3.2 LTA shall not be responsible for any loss or damage that may be suffered by SBST in connection with or arising from any act or omission of any Telecom Service Provider or Broadcast Service Provider or their servant, agent, invitee or independent contractor or any other person entering into the Demised Property or any part thereof with the authority of the Telecom Service Provider or Broadcast Service Provider.

1.4 SBST shall surrender such part or parts of the Demised Property to LTA:

1.4.1 Upon LTA giving to SBST 6 months' notice in writing where LTA requires the same in connection with the operation of rapid transit systems other than the Licensed Systems leased to and operated by SBST. SBST shall execute such documents as LTA may require in relation to such surrender, such documents to be prepared by LTA at LTA's cost and expense PROVIDED THAT no claims for compensation, damages or otherwise shall be made by SBST against LTA in respect of the aforesaid surrender;

1.4.2 as may be required by the competent authorities from time to time for any public purposes as may be declared or notified to the SBST in a notice by LTA or the competent authorities and SBST shall accept as conclusive evidence that such part or parts of the Demised Property is or are required for the purpose declared or notified in the said notice and that such purpose is a public purpose. SBST shall execute such documents as LTA may require in relation to such surrender, such documents to be prepared by LTA at LTA's cost and expense PROVIDED THAT no claims for compensation, damages or otherwise shall be made by SBST against LTA in respect of the aforesaid surrender; and

Licensor	Licensee

1.4.3 which LTA is required to surrender to the President of the Republic of Singapore (collectively, the “Head Lessor”) or any other party under the terms of the head lease or head leases (collectively, the “Head Lease”) issued or to be issued by the Head Lessor to LTA for the entire Demised Property and SBST shall execute such documents as may be required in relation to such surrender, such documents to be prepared by LTA at LTA’s cost and expense. Unless LTA receives any compensation for such surrender from the Head Lessor in which case LTA shall pay over to SBST such portion of the compensation amount as LTA shall determine in its discretion, LTA shall not be liable to SBST for any compensation, damages or otherwise whatsoever. Such surrender shall be without prejudice to the provisions of Clauses 1.4.1 and 1.4.2.

2. The lease of the Demised Property shall be issued to SBST after the Head Lessor issues a lease or leases (collectively, the “Head Lease”) for the entire Demised Property to LTA and shall be in the form containing the reservations exceptions covenants and conditions set forth in the First Schedule hereto (the "Lease") with such modifications as LTA and SBST may mutually agree and all the terms and conditions therein contained shall apply hereto as if such Lease has actually been granted and for this purpose SBST shall be deemed to be a lessee of the Demised Property.

3.1.10(i) Subject always to the safe and efficient operation of the Licensed Systems or any part thereof and provided always that LTA shall use all reasonable endeavours to minimize disruption to train services and to adopt reasonable safety measures, to permit LTA, its duly authorised servants, agents and independent contractors and others so authorized by LTA during the term hereby created upon reasonable notice (or without notice in any case which LTA considers an emergency) to enter upon the Demised Property and every part thereof:-

(a) to perform LTA’s obligations and exercise its rights under, arising from or in connection with the Licence;

(b) to perform LTA’s obligations and exercise its rights under, arising from or in connection with any agreement that LTA may have entered into or may at any time enter into with any Telecom Service Provider or Broadcast Service Provider (as defined in the Licence);

(c) for the purpose of exercising any of the powers and authorities of LTA under this Agreement and the Lease;

(d) to add to or alter or upgrade the Infrastructure (as defined in the Licence) or to install any equipment, fitting, fixture, apparatus, permanent or otherwise whatsoever in any part of the Infrastructure (as defined in the Licence) Provided that LTA shall consult with SBST on the nature, extent and timing of the works contemplated in this sub-clause hereof and on the arrangements relating to such access;

and SBST shall, subject to the safe and efficient operation of the Licensed Systems, remove any installation, machinery or article to enable LTA to execute any works arising from, incidental to or in connection with any of the above. LTA shall reimburse SBST for the costs incurred for such removal and shall consult with SBST on the nature, extent and timing of the said removal and on the arrangements relating to such removal.

3.1.10(ii) To permit LTA, its duly authorised servants, agents and independent contractors and

Licensor	Licensee

others so authorised by LTA during the term hereby created upon reasonable notice (but at anytime without notice in any case which LTA considers an emergency) to enter upon the Demised Property and every part thereof to examine and inspect:-

(a) any additions or alterations referred to in clause 3.1.12 hereof;

(b) the state and condition of the Demised Property;

(c) without prejudice to the generality of the foregoing paragraphs (a) and (b), all installation, repair, maintenance, retrofitting and replacement works carried out pursuant to clause 6.6 of the Licence by SBST or its contractors or where SBST has approved the same, by any Telecom Service Provider (as defined in the Licence) and Broadcast Service Provider (as defined in the Licence) previously approved by LTA and with whom SBST has in force an agreement under paragraph 2 of Schedule 3 of the Licence; and

(d) any equipment situated in any equipment rooms located in the Demised Property.

and LTA may thereupon serve on SBST a notice in writing by leaving the same at or on the address stipulated or such other addresses as may be notified specifying the defects decays and want of repair thereto and of all breaches of covenants there found and requiring SBST to make good the same or correct any such defect, damage, decays, want of repair or breach of covenant there found within such reasonable time as specified in such notice Provided that in case of default by SBST or any other person authorized by SBST, LTA may enter upon the Demised Property and make good such defect, damage, decays, wants of repair and/or breaches of covenants and the cost of the same shall be repayable by SBST to LTA on demand.

3.1.11 To perform and observe all the obligations which LTA may be liable to perform or observe during the term hereby created in relation to, arising from or in connection with the Licensed Systems, by any direction or requirement of any public or Government authority whether or not relating to the Demised Property. LTA shall promptly inform SBST of any such direction or requirement and shall give such reasonable time for SBST to perform and observe all such directions or requirements as the circumstances shall permit.

3.1.12 (i) Not without the prior written consent of LTA, which consent shall not be unreasonably withheld, to make any alterations or additions to the Demised Property or any part thereof.

(ii) Subject to paragraph (i) above, to keep proper records of any additions and alterations carried out to the Demised Property or any part thereof or to the fixtures, installations and equipment thereon in accordance with any guidelines LTA may prescribe and the rules and regulations of relevant authorities. SBST shall furnish LTA with such information relating to such records as LTA may reasonably require from time to time.

3.1.13 To use the Demised Property for the purpose of operating the Licensed Systems and not to do or permit or suffer to be done upon the Demised Property anything which in the opinion of LTA may be or become a nuisance annoyance or cause damage to LTA or its lessees or the owners or occupiers of any adjoining or neighbouring premises or whereby any insurance for the time being effected on the Demised Property may be rendered void or voidable or be in any way affected.

Licensor	Licensee

3.1.14 Not to do or permit or suffer to be done or omitted any act matter or thing upon the Demised Property in respect of the operation of the Licensed Systems which shall contravene the provisions of any laws rules or regulations now or hereafter affecting the same and at all times hereafter to indemnify and keep indemnified LTA against all actions proceedings costs expenses claims and demands in respect of any act matter or thing done or omitted to be done in contravention of the said provisions.

3.1.18 SBST shall indemnify and hold LTA harmless from and against all, claims, losses, damages, charges, costs and expenses of whatever nature (including legal costs on a full indemnity basis) which LTA may at any time and from time to time sustain, incur or suffer arising out of or in connection with or for which LTA shall or may be or become liable in respect of and to the extent that they arise from:-

(i) the negligent misuse waste or abuse by SBST or any servant agent invitee or independent contractor of SBST who may enter into the Demised Property or any part thereof with the authority of SBST, whether such authority be express or implied ("Authorised Person") of the electricity lighting and other services and facilities supplied to the Demised Property. For the avoidance of doubt, Authorised Person shall not include LTA or its officers, employees, authorized agents or authorized representatives.

(ii) overflow or leakage of water originating within or from the Demised Property or any equipment or fixtures therein caused or contributed to by any act or omission on the part of any Authorised Person;

(iii) loss damage injury or death from any cause whatsoever to property or person caused or contributed to by the use of the Demised Property by any Authorised Person;

(iv) loss damage injury or death from any cause whatsoever to property or person occasioned or contributed to by any act omission neglect breach or default of any Authorised Person; and

(v) any act or omission of any Telecom Service Provider or Broadcast Service Provider or their servant, agent, invitee or independent contractor or any other person (with the authority of the Telecom Service Provider or Broadcast Service Provider whether such authority be expressed or implied) entering into the Demised Property or any part thereof after such person(s) have complied with SBST's reasonable requirements for such entry.

3.1.19 Not to demise, assign, mortgage, let, sub-let or under-let the Demised Property in whole or in part without first obtaining the consent of LTA in writing; Provided that such consent shall not be required in respect of sub-letting of premises for the purposes listed in the Second Schedule hereto. However LTA shall reserve the right to review and revise the Second Schedule from time to time as it deems fit upon any of the approved trades and services set out in the Second Schedule becoming recognized as a fire hazard and subject to LTA giving to SBST at least six (6) months prior written notice of any such revision. Notwithstanding the provision made in the Second Schedule or any revision thereof, SBST shall be responsible to ensure that its tenants and subtenants obtain and keep in force all approvals from and comply strictly with the procedures, regulations and conditions of the relevant authorities at all times. Without prejudice to the generality of the foregoing, SBST shall be liable to pay all development charges, land premium, fees, charges or any sum whatsoever that LTA shall be liable to pay as a result of, in relation to or arising from any demise, letting or sub-letting of the Demised Property or any part thereof to which LTA has granted consent as well as for any subletting for the purposes listed in the Second

Licensor	Licensee

Schedule hereto.

3.1.20 Without prejudice to Clause 3.1.19, SBST shall first seek LTA's approval for the use of the Demised Property or any part thereof for purposes of carrying out any commercial business or enterprise other than the operation of the Licensed Systems as provided for in the Licence. In granting such approval, LTA may impose such conditions as it deems reasonable.

3.1.21 To perform and observe and be bound by the terms, covenants, conditions or stipulations on LTA's part contained in the Head Lease made or to be made between the Head Lessor and LTA in respect of the Demised Property or any part thereof and not to cause or do or suffer to be done any act or thing in relation to the Demised Property which may as between LTA and the Head Lessor constitute or cause a breach by LTA of any of the terms, covenants, conditions or stipulations on the part of LTA to be observed or performed by virtue of the Head Lease but shall do or permit to be done any act or thing to comply with or to prevent a breach of any of such terms, covenants, conditions or stipulations with no liability on the part of LTA and/or the Head Lessor for any inconvenience, loss, damage, costs, expenses or compensation whatsoever in the event that the Head Lessor, its servants or authorized agents with or without workmen, tools and equipment should enter upon the Demised Property to do any act or thing which the Head Lessor is entitled to do by virtue of the Head Lease or by virtue of any laws, by-laws, rules or regulations. Provided always that LTA shall inform SBST of any obligation imposed upon SBST under any Head Lease not made known to SBST in writing at the date of signing of this Agreement.

3.1.22 To keep LTA indemnified against any actions, proceedings, claims, damages, costs, expenses, losses or liabilities incurred by LTA arising from or in connection with any breach, non-observance or non-performance by SBST of any of the terms, covenants, conditions or stipulations in the Head Lease Provided always that LTA shall inform SBST of any obligation imposed upon SBST under any Head Lease not made known to SBST in writing at the date of signing of this Agreement.

SPECIMEN

Licensor	Licensee

THE THIRD SCHEDULE ABOVE REFERRED TO

ROLE AND RESPONSIBILITIES OF ENGINEER'S PERSON-IN-CHARGE (EPIC)

1. The role of the EPIC is to lead the Work Team to get the engineering works done safely, correctly, efficiently and in a professional manner as well as providing standing supervision (must be present with the work team throughout the work).

2. The EPIC is a person trained and qualified by SBS Transit Ltd and is appointed to be fully responsible on site for the safe and efficient execution and technical correctness of engineering work such as installation, testing, or maintenance anywhere on the North-East Line Railway premises.

3. The EPIC will be responsible to ensure that all workers put on the necessary PPE (Personal Protective Equipment) and that all electrical and non-electrical operated tools are safe for use. The EPIC must also assess the hazards and risk of all the work and ensure that all necessary Safety Requirements are implemented for a Safe System of Work.

4. The EPIC is responsible to clear the work site of all debris and combustible material and ensure that Hot Work Endorser must be appointed to endorse the Hot Work Check List before any hot work commences.

5. The EPIC must also ensure that works carried out by the contractors are based on designs and drawings approved by relevant authorities from government and private institutions as well as SBS Transit Ltd.

Prior to Work Commencement

6. The EPIC is to apply to for a permit to start works using the SDAR form no less than 7 days from proposed date of work commencement. The EPIC is to submit a Late Request Form in the event that the application is made in less than 7 days.

7. The EPIC is to include the Method Statement and Timeline of Proposed Work (Method Statement and Timeline to be prepared by Licensee's renovation contractor/s) and Risk Assessment together with the SDAR application for approval.

8. The EPIC is to inform the Station Manager of the proposed works and to register himself as well as the rest of the workers carrying out the works. They are to sign in and sign out every day throughout the entire duration of the works. Only workers with valid work permits are allowed to work in the Station.

Execution of Work at Licensed Area

9. The EPIC shall be responsible for the day-to-day works at the Licensed Area and shall be accountable for the site activities, including the action/s of his co-workers. Hence, the EPIC shall stop all works that he deems as unsafe or may have an adverse impact on the station's operations.

Licensor	Licensee

SPECIMEN

IN WITNESS the hands of the parties hereto the day and year first abovewritten.

SIGNED by
SBS TRANSIT LTD) _____
Signature
)
_____
Name / Company Stamp

the Licensor in the presence of:-

SBS TRANSIT LTD
Witness's Signature:) _____

Witness's Name / NRIC No:) _____

SIGNED by
[Name of Licensee]
(Reg No.:)) _____
Signature

) _____
Name / Company Stamp

the Licensee in the presence of:-
[Name of Licensee]

Witness's Signature:) _____

Witness's Name / NRIC No:) _____

SPECIMEN

Licensor	Licensee