



CAPITALAND BUSINESS PARK & INDUSTRIAL TENANTS' GUIDE

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1. Definitions

- 1.1. This Tenants' Guide is to be read together with the Standard Covenants and may change from time to time. The latest version of this Tenants' Guide will be uploaded onto the Capitaland Business Park & Industrial Tenant Portal.
- 1.2. Unless stated otherwise, the definitions, terms and references used in this Tenants' Guide have the same meaning as those used in the Standard Covenants, save that for leases before 1 January 2019, 'you', or 'your' (whether capitalised or not) means you as the tenant and 'we', 'us', or 'our' (whether capitalised or not) means us as the landlord.
- 1.3. If you need our permission or approval for any action, you must get it in writing (either from us or through our designated representative, Ascendas Services Pte Ltd ('ASPL') before starting that action. Even if we give our permission or approval, you will still be responsible for all works and actions that you undertake.
- 1.4. You must make sure that Your Authorised People keep to this Tenants' Guide. To avoid any doubt, any consultant or contractor we nominate or approve will not be treated as our employee or agent.
- 1.5. Any forms you need to use to apply for our approvals are available on the Capitaland Business Park & Industrial Tenant Portal. You should read such forms with this Tenants' Guide and the rest of this Lease. Even if your contractor signs such forms or makes any payments that are due, you will still be responsible for keeping to the terms of such forms, this Tenants' Guide and the rest of this Lease.
- 1.6. You must pay all fees, charges, costs and expenses arising from any obligations you have under this Tenants' Guide, including, if this applies, Interest on outstanding payments you owe, liquidated damages (that is, damages which you and we have previously agreed upon) under annex A, and any fees or expenses as required under the forms. We may deduct these payments from any deposits you have paid under this Tenants' Guide and the rest of this Lease.
- 1.7. You must make all payments by cheque to the respective building owners (for properties belonging to non-listed Capitaland entities) or 'HTSG A/C ASCENDAS REIT' (for properties belonging to Ascendas Real Estate Investment Trust (the 'REIT')). We do not allow cash payments.

2. General requirements

- 2.1 All Tenant's Works must be carried out in line with this Tenants' Guide.
- 2.2 You must apply for the Tenant's Works permit before starting any works at the Premises and must fill in the application for Tenant's Works permit (found on the Capitaland Business Park & Industrial Tenant Portal) and submit the application to the designated management office of the Building for approval.

3. Tenant's Works – submitting plans to our representative

3.1 Types of plans

If you need our approval for the proposed Tenant's Works, you must submit all relevant plans to **ASPL**, including (if this applies) the following:

- 3.1.1 the partitioning, false-ceiling layout and machines/equipment layout plans;
- 3.1.2 the air-conditioning and mechanical ventilation ('**ACMV**') plans;
- 3.1.3 the plumbing and sanitary system plans;
- 3.1.4 the electrical plans; and
- 3.1.5 the fire-alarm and fire-protection plans.

3.2 Plans – contents and other requirements

You must make sure that all the plans you submit are in line with the following.

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3.2.1 Partitioning, false-ceiling layout and machines and equipment layout plans

- (a) Plans must show:
 - (i) the dimensions of the Premises and the rooms in the Premises, including the height of each room;
 - (ii) the layout of the non-combustible partitions and false ceilings;
 - (iii) how you plan to use the floor space;
 - (iv) the type of materials you will use;
 - (v) the exact location, descriptions, dimensions (length, width and height) and operating weight of any machinery and equipment you will be installing;
 - (vi) details of vibration and sound insulation;
 - (vii) the dimensions and locations of storage areas, storage racks, passageways, overhead cranes, washing facilities (including water pipes), waste pipes, exhaust fans, work benches and fire escapes;
 - (viii) the location of exit lighting, exit and directional signs and whether these signs already exist in the locations shown or whether these are proposed locations; and
 - (ix) the location of fire extinguishers and whether these are proposed or actual locations of the fire extinguishers. The plans must also show the types and ratings of the fire extinguishers.
- (b) All plans must be coloured as follows:
 - (i) partitions and false ceilings – brown;
 - (ii) fire extinguishers, exit and directional signs – red;
 - (iii) partitions and ceilings to be removed – yellow dotted line;
 - (iv) machinery and plant equipment installations – blue; and
 - (v) work benches – brown.

3.2.2 ACMV plans

- (a) Plans must show:
 - (i) the layout and dimension of all ducts and equipment to be installed;
 - (ii) the sectional elevation of all ducts and equipment to be installed;
 - (iii) the mounting and suspension details of all installations;
 - (iv) the schedule of equipment outlining the cooling capacity, air flow, weight and dimensions and insulation works against condensation, where necessary (the as-built drawings must indicate the room temperature set-point of the Premises and the room temperature must be maintained between 23°C and 25°C); and
 - (v) all new and existing positions of air-conditioning ducts, air diffusers and return-air outlets.
- (b) All ACMV plans and 'as-built' drawings must indicate the room temperature set-point. If the intended or operating temperature is below 23°C you must provide us with the necessary insulation works proposal and plans, and such insulation works proposal and plans must be endorsed by a qualified person to confirm that the insulation works is adequate to prevent condensation.

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- (c) All ACMV drawings must be appropriately coloured and marked.
- (d) After completing the Tenant's Works, you must carry out air balancing in the Premises to our satisfaction. You must submit an air-balancing report to **ASPL** for our records within one month after completing the Tenant's Works.

3.2.3 Plumbing and sanitary systems plans

- (a) Plans and sectional elevations of the plumbing works must be shown and appropriately coloured, dimensioned and labelled.
- (b) Water-supply plans must be endorsed by a licensed plumber and you must apply to the Public Utilities Board ("**PUB**") for the water-meter account.

3.2.4 Electrical plans

- (a) Plans must show:
 - (i) the exact position of the distribution board on the internal layout plans;
 - (ii) the single-line diagram drawn by a licensed electrical contractor or engineer, showing clearly the proposed power and lighting circuits; and
 - (iii) the exact locations and positions of all new and existing lighting and powerpoints.
- (b) You must pay a non-refundable processing fee of S\$200.00 (not including GST) to us.
- (c) You must submit five sets of single-line diagrams, layout plans of all installations and an AL Elect 4 form (if this applies).

3.2.5 Fire alarm and fire-protection plans

- (a) You must submit these plans to **ASPL** before submitting them to the Authorities.
- (b) The plans must include:
 - (i) a plan showing the exact positions of all new and existing sprinkler heads or heat detectors endorsed and certified by a Professional Engineer (mechanical) (see definition of Professional Engineer in clause 4 of this Tenants' Guide); and
 - (ii) the certification by the Professional Engineer (mechanical) on the plan should use the following wording.

"I, _____, confirm and certify that the addition or alteration to the automatic fire sprinkler or detector installation will be designed in line with the accepted code of practice, and once the works are completed, I will inform the relevant authorities by sending a Certification of Supervision."

- (c) You must submit four sets of schematic and layout plans.

3.2.6 As-built plans for CSC application

For newly completed buildings which have yet to obtain the Certificate of Statutory Completion ('CSC'), you must keep to the following terms and conditions.

- (a) Once the Tenant's Works (including any Fitting-out Works) are completed, you must submit to us as-built plans relating to the Tenant's Works so that we can apply for the CSC. If you fail to do so, we may take all action necessary for submitting such as-built plans to the Authorities. (This includes appointing consultants to prepare the relevant as-built plans and making payments for any consultants' works in relation to the as-built plans.). We will recover from you all costs and expenses involved, together with Interest from (and including) the date of the cost or expense until (and including) the date you pay them. (We will recover such costs and Interest as if they were rent arrears.)

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- (b) You must allow Our Authorised People into the Premises at all reasonable times to make any alterations or additions to the Premises that are needed in order for the Authorities to issue the CSC.
- (c) If the CSC application is rejected or otherwise withheld or delayed as a result of any deviation from the as-built plans, alteration, addition or installation carried out or caused to be carried out by you without our permission or as a result of any act or failure on your part, we may give you written notice requiring you to put this right within 14 calendar days. If you fail to keep to the requirements set out in our notice within 14 calendar days, we and Our Authorised People may enter the Premises to make any alterations or additions to the Premises required by the Authorities. We will recover from you the costs and expenses of such alterations or additions, together with Interest from (and including) the date of the costs and expenses us until (and including) the date they are paid. (We will recover such costs and Interest as if they were rent arrears.)

3.3 Submitting plans

- 3.3.1 You must send all the necessary plans with a covering letter to the designated management office of the Building.
- 3.3.2 The covering letter must state:
 - (a) the address of the Premises where proposed Tenant’s Works will be carried out;
 - (b) the number of sets of drawings you are submitting; and
 - (c) the name and contact number of the person responsible for the plans.
- 3.3.3 You must submit at least four sets of fully dimensioned plans in A1 or A2 size and one set in softcopy in CAD or PDF format. We will keep two sets of the plans for our records and return the remaining sets of the plans to you after we have approved the plans.
- 3.3.4 Each set of plans must show:
 - (a) the subject unit within the Building in relation to the particular floor where the subject unit is located; and
 - (b) the plans, sections and elevations of the proposed Tenant’s Works (scale 1:50 or 1:100).
- 3.3.5 All proposed Tenant’s Works must be colour coded. All existing Tenant’s Works which you propose to demolish or dismantle must be shown in yellow dotted lines.
- 3.3.6 All submitted plans must clearly show your company rubber stamp and the name, designation and signature of anyone you have authorised to sign on your behalf.
- 3.3.7 All submitted plans must include the name and signature of the Qualified Person who prepared them. A ‘Qualified Person’ is defined under the Building Control Act (Cap. 29) as a person who has a practising certificate and is registered as an architect under the Architects Act (Cap. 12) or a professional engineer under the Professional Engineers Act (Cap. 253).

4. Tenant’s Works – structural endorsement

If the proposed Tenant’s Works involve the structural integrity of the Building, a professional engineer with a valid practising certificate issued under the Professional Engineers Act (Cap. 253) (‘Professional Engineer’) must endorse the plans with the following statement.

"I have inspected the building and investigated its overall structure and, in my opinion, the building is capable of resisting the forces and moments which may be increased and altered due to the repairs, alterations, or additions shown on these plans. I will also supervise the works and submit a Certification of Supervision once the works are completed."

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5. Tenant's Works – approval of Authorities

- 5.1 You must get, keep in force and give us all necessary approvals from the Authorities for carrying out the proposed Tenant's Works.
- 5.2 You must get clearance forms from the Authorities and submit the forms to **ASPL** before starting the Tenant's Works. If you apply for and get approvals for the plans electronically, you must submit two sets of the plans endorsed by the Professional Engineer with the fire-safety certificate reference number shown on the plans. You must make sure that all plans you provide are approved by the Authorities before you start the Tenant's Works, including getting approval for all partition and fire-alarm plans from the Fire Safety and Shelter Department.
- 5.3 We will check that any plans you submit to **ASPL** keep to our requirements. Our approval should not be taken as approval by the Authorities.
- 5.4 You must get, keep in force and give us proof of the Fire-Safety Approval.

6. Tenant's Works – Tenant's Works Deposit

- 6.1 If we ask you to, you must pay us a Tenant's Works Deposit for carrying out any Tenant's Works. You must do this by the date we inform you. You must pay us the initial Tenant's Works Deposit as set out in schedule 1 of the Standard Covenants, when the Lease is signed.
- 6.2 The Tenant's Works Deposit is a security payment we require to make sure that you:
 - 6.2.1 carry out and complete the Tenant's Works in line with the Lease; and
 - 6.2.2 make good, to our satisfaction, any damage to the Premises, Building and Park resulting from the Tenant's Works.
- 6.3 If you do not keep to your obligations under the Lease when carrying out the Tenant's Works, we may carry out the necessary works to put the situation right or make good any damage, and use the Tenant's Works Deposit to pay the costs and expenses of that work. If the Tenant's Works Deposit is not enough to cover the cost of the work, you must pay us immediately, when we inform you, the difference between the costs and expenses of the work and the Tenant's Works Deposit. To avoid any doubt, we may use the Security Deposit to pay the costs and expenses of any work we carry out under this clause or any Losses we suffer as a result of you not keeping to this Tenants' Guide.
- 6.4 Before you start operating from the Premises and in any case, by no later than the Start Date, you must give us:
 - 6.4.1 the relevant plans;
 - 6.4.2 appropriate architect, engineer, qualified person or consultant certificates to confirm that the work has been carried out to the necessary standards; and
 - 6.4.3 the fire-safety approval.

If you fail to do this, we may require you to forfeit (that is, give up the right to claim) the Tenant's Works Deposit or impose liquidated damages (that is, damages which you and we have previously agreed upon) as set out in annex A (or both). You will also have to pay for any penalty fees imposed by the Authorities.

- 6.5 We will refund the Tenant's Works Deposit to you within one month after we are satisfied that there are no outstanding obligations under this Lease, and after:
 - 6.5.1 the Tenant's Works have been completed in line with the Lease and you have submitted the relevant plans and Fire Safety Approval required under this Tenants' Guide;
 - 6.5.2 you have met all our requirements in respect of the Tenant's Works;
 - 6.5.3 you have made good any damage to the Premises, Building and Park, to our satisfaction; and
 - 6.5.4 we have deducted any amounts owing under the Lease.

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However, this will not affect any other rights we may have if we find you still owe us money or have not kept to the Lease after we return the Tenant's Works Deposit to you.

6A. Tenant's Works – insurance

- 6A.1 Before starting any Tenant's Works, you must take out and maintain an all-risks policy and a comprehensive public liability insurance policy against claims for personal injury, death, property damage or Losses arising out of the tenant's works in the joint names of us and your contractors for our and their rights and interests. Each insurance policy must provide cover of at least S\$2,000,000.00 (or any higher amount we notify you) for any one event and it must be effective for the entire period of the Tenant's Works. You must use a reputable insurance company, and each policy must include a cross-liability clause (that is, a clause which allows an insured party from claiming against another insured party if they are both covered by the same insurance policy).
- 6A.2 You must give us copies of such policies under clause 6A.1 if we ask for these. However, giving us these copies will not be considered as us knowing about any terms of such policies under clause 6A.1 and will not in any way reduce or affect your obligations under this clause.

7. Carrying out Tenant's Works

7.1 Appointing a contractor and supervisor for buildings under warranty or before the CSC is issued

- 7.1.1 For newly completed buildings which have yet to obtain the Certificate of Statutory Completion ('CSC') or buildings which are still under the defects liability period or warranties issued by the original equipment manufacturers, you must appoint our base build contractors and consultants to design and supervise the Tenant's Works to avoid the existing warranties and CSC application becoming null or void (that is, in a state as if they never existed). If you want to employ your own Qualified Person to design and supervise the Tenant's Works, the original contractors and consultants for the Building must check and approve this and you must pay all fees for this directly to these contractors and consultants. You must cover all other professional fees and charges we have to pay relating to the Tenant's Works. You must pay these to us within seven days of us or **ASPL** informing you the amount (or amounts) due.
- 7.1.2 If you want to appoint any other contractors or consultants to carry out the Tenant's Works, you must get our approval before doing this. We will be reasonable when considering whether to give our approval. Any such contractor or consultant you appoint will not be treated as our employee or agent.
- 7.1.3 Throughout the period of the Tenant's Works, you must appoint appropriate Qualified People to design the Tenant's Works, supervise the Tenant's Works and the conduct of the workmen, and take instructions from us and **ASPL** relating to the Tenant's Works.
- 7.1.4 If any of your contractors or subcontractors create a nuisance or persistently ignore our or **ASPL**'s instructions, we will not allow them to enter the Building or the Premises.
- 7.1.5 You must make sure that the contractors and subcontractors you appoint to carry out the Tenant's Works do not use the Premises in any way for any residential purposes (temporary or otherwise).

7.2 How the Tenant's Works should be carried out

7.2.1 General execution of the work

You must carry out and complete the Tenant's Works:

- (a) in line with the plans and specifications approved by us, the appropriate architect, engineer, Qualified Person or consultant and the authorities, if it applies;
- (b) in a good and workmanlike manner in line with good building practice;
- (c) so as not to obstruct or be a nuisance to the other tenants, licensees or occupiers of the Building, the Park or the surrounding areas; and
- (d) in line with the Law.

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7.2.2 General manner

When carrying out the Tenant's Works, you must make sure that:

- (a) any rough and wet works (for example, plastering) are kept to a minimum and carried out only within the Premises;
- (b) the Tenant's Works do not create excessive dust or noise and do not produce hazardous conditions;
- (c) all painting works are carried out after office hours and with necessary equipment to help ventilation or with odourless paint (if we approve this);
- (d) the Premises and other areas affected by the Tenant's Works are kept clean and free from all pests at all times;
- (e) you do not exceed the floor loading limit (design live load) that is allowed in the Building; and
- (f) the shopfront design of the Premises is in line with any guidelines we set, if this applies.

7.2.3 What you must not do

You must not, in any case:

- (a) change the appearance (including the colour and type of all parts) of the outside of the Premises (including the doors, windows, walls and grilles) in any way;
- (b) temporarily store materials outside the Premises or in the Common Areas;
- (c) install anything (for example, your equipment, ducting, racks, installations) onto the structural members (supports) above the floor level of the Premises;
- (d) fasten your equipment onto the floor of the Premises using hold-down bolts which penetrate more than 50mm into the floor slab of the Premises; or
- (e) dispose of leftover cement, mortar or slurry in toilets, basins or floor traps in the Premises.

7.2.4 Common area

- (a) All Tenant's Works must be carried out only within the Premises, and no Tenant's Works are allowed outside the Premises or in the Common Areas. You must get our approval before starting any works outside the Premises or in the Common Areas.
- (b) If we give our approval for you to carry out Tenant's Works outside the Premises or in the Common Areas, you must adequately protect all finishes and installations (such as doors, lifts and wallpaper) in the Common Areas to prevent damage to the Common Areas caused by the Tenant's Works. The protective steps you are required to carry out include those set out in annex B.
- (c) Your contractors' and subcontractors' workmen must stay within the Premises and must not loiter in the Common Areas (for example, lobbies and staircases) during their break times.

7.2.5 Installations in the Common Area

If we approve any installation works in the Common Areas of the Building, you must keep to the following conditions.

- (a) You are not allowed to hack or drill into the roof slab.
- (b) All installations in the Common Areas must sit on a concrete plinth at least 150mm thick. The concrete plinth must be properly spring loaded, and buffered if necessary, to prevent any vibration from passing beyond the Premises.

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- (c) All pipework must run at least 300mm above the surface of the Common Areas.
- (d) All installations must be screened from view with suitable materials to match the existing facade of the Building.
- (e) You must, if necessary, shift or relocate such installations to allow us or Our Authorised People to carry out any necessary works.
- (f) We have the right to ask you to remove any installations.

7.2.6 Disposing of debris

- (a) You must make sure that all debris created by the Tenant's Works is removed at the end of each day.
- (b) You must store debris in such places as we may inform you while waiting to dispose of it. You must not dispose of debris at our bin centre.
- (c) We may require you to bring a refuse bulk bin onto the Premises to hold such debris and you must arrange to dispose of such debris on your own.

7.2.7 Using toilets

You must make sure that cement is not mixed in the toilets (whether the toilets are in the Premises or outside the Premises) and that the toilets are kept clean.

7.2.8 Using cargo and service lifts

You must make sure that only cargo and service lifts are used to move materials and debris and that passenger lifts are not used for this purpose. You must adequately board and protect the cargo and service lifts before using them for this purpose. The protective steps you are required to carry out include those set out in annex B.

7.2.9 The Workplace Safety and Health Act

- (a) You must make sure that you and your contractors, subcontractors and consultants keep to the Workplace Safety and Health Act (Cap. 354A) (**'WSH Act'**) and the Workplace Safety and Health (Risk Management) Regulations, and that your contractors, subcontractors and consultants appointed to carry out the Tenant's Works have achieved at least a bizSAFE Level 3 certification. You may refer to the Ministry of Manpower website for more information about the WSH Act.
- (b) Without affecting clause 7.2.9(a) of this Tenants' Guide, you must make sure your contractors submit to **ASPL** the following before starting the Tenant's Works.
 - (i) A risk assessment report for the proposed Tenant's Works
 - (ii) The relevant safe-work procedures
 - (iii) The method statements
 - (iv) A list of your contractors and subcontractors
 - (v) The Professional Engineer's endorsement of the Tenant's Works
- (c) Without affecting clause 7.2.9(a) of this Tenants' Guide, we must approve such hot works (for example, welding and associated work) before they are started. The hot works must be kept to a minimum to reduce the risk of fire and to avoid activating the fire-alarm system in the Building. You must submit to us your hot works permit (found in the Capitaland Business Park & Industrial Tenant Portal) and we must approve it before you start any hot works at the Premises. You will be liable for any false or accidental activation of the fire alarm or fire-sprinkler system.
- (d) All hoisting works must be carried out in line with the Factories Act (Cap.104, repealed in 2006) (if this applies) or WSH Act (or both), all relevant regulations and Authorities' guidelines and directives. For example, you must provide safety equipment such as harnesses, safety belts, safety helmets, safety gloves, air masks and safety glasses during such hoisting works. You must submit to **ASPL** all relevant documents to certify that the hoisting works meet the necessary standards, insurance policies, risk assessment reports and method statements before starting such works.

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7.2.10 The Fire Safety Act and Fire Code

- (a) You must make sure that you and your contractors and consultants keep to the Fire Safety Act (Cap. 109A), the Fire Code ('**Fire Code**') of the Singapore Civil Defence Force ('**SCDF**') and all other relevant regulations.
- (b) You must make sure that fire escape routes, hose reels and other fire-fighting equipment are not obstructed during the Tenant's Works.
- (c) The **Fire Code** regulates the allowable space between the suspended ceiling and the soffit of the concrete floor above. Combustible materials are not allowed within the ceiling space. Ceilings must be constructed from non-combustible materials approved by the Fire Safety and Shelter Department.
- (d) You must keep to the **Fire Code's** requirements on the position of walls and partitions in relation to sprinkler heads.
- (e) The layout of the inside of the Premises must be designed in such a manner so as not to obstruct existing exits, exit staircases, fire escape routes, fire-hose reel cabinets and other fire-fighting equipment.

7.2.11 Fire alarm and fire-protection system

- (a) The fire-alarm system in the Building is linked to **SCDF** through our monitoring station. You must get our approval before rewiring, replacing or modifying any fire-alarm fixtures and fittings or installing additional fire-alarm systems.
- (b) In order to check that the fire-protection system has been completed, after any addition or alteration works are completed you must carry out a joint testing of the fire-protection system with our approved contractor.
- (c) You must not modify, alter, add on to or interfere in any way with the automatic sprinkler system or heat-detector system or speakers for the Life-Safety Public Addressing System (all of which have been designed in line with the requirements of the **Fire Code**) without our approval.
- (d) The Premises have been installed with the required number of sprinkler heads (if this applies) in line with the **Fire Code**. You must get our approval before making any additions or alterations to the sprinkler heads. If we give our approval, the positions of new or relocated sprinkler heads must be designed and installed by a Professional Engineer appointed by you, and the installation must keep to all relevant regulations, including the **Fire Code**.
- (e) You must get our approval before carrying out works to isolate the Building's fire-protection system. If we give our approval, you must keep to the following conditions (and any other terms and conditions we set), when isolating the Building's fire-protection system.
 - (i) Isolation is necessary only for works which will affect the ceiling of the Premises.
 - (ii) You must provide a fire-protection plan to establish any risks involved, a fire watch (a designated person in the Premises to alert the fire service of any likelihood of fire or actual fire), temporary fire-protection equipment (such as adequate portable fire extinguishers and fire blankets of an appropriate rating) and an escalation plan (a plan to set out what action people should take if a fire breaks out, including reporting the fire to us and the relevant Authorities and taking action to contain the fire to prevent further losses).
 - (iii) Isolation must be kept to a minimum and must be carried out from Mondays to Saturdays only, and not during Sundays and public holidays.
 - (iv) All isolation must be completed within the same day and the fire-protection system must then be made to work again.
 - (v) You must give us written notice at least three business days before the isolation.
 - (vi) You must appoint a fire-protection contractor approved by us to drain and recharge the sprinkler system in the presence of ASPL.
 - (vii) In addition to the fire-protection contractor's charges, you must pay our charges of S\$400.00 (not including GST) each time the sprinkler system is drained.

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7.2.12 Supply of electricity and water

- (a) You must carry out all electrical installations, including any replacements or repairs that are needed from time to time (for example, electrical meters, tap-out boxes, wiring, electric bulbs). You must submit to us, and we must approve, such electricity application before you carry out any electrical installation.
- (b) If you need an electrical design load that is higher than what is available at the Premises, you must apply to us for such a request. We may consider your application if there is additional electricity available under the Building's power supply. If we approve your request, you must keep to the terms and conditions we set.
- (c) You must pay all costs and expenses for the supply of the higher electrical design load. You will not have any claim against us for any delay in the start of your operations arising from your requirement for a higher electricity design load.
- (d) You must apply for drinkable and non-drinkable water from the **PUB**.
- (e) You must not tap (that is, take from) our emergency electrical and generator supply.
- (f) You must carry out all plumbing works for extra water supply, including installing water meters.

7.2.13 Mechanical and electrical installations

- (a) You must get our approval for all proposed mechanical and electrical ('**M&E**') installations, before carrying out the works. When applying for our approval, you must provide detailed drawings, plans and method statements for the proposed installations, and the endorsement of a Professional Engineer.
- (b) You must pay all costs arising from M&E installations, including costs relating to installing, maintaining, calibrating, repairing and operating the M&E installations (for example, British Thermal Unit ('**BTU**') meters, pump-sets, dehumidifiers, flow meters).
- (c) All wiring (to be colour-coded) must be concealed and housed in steel conduits in line with SP Power Grid Ltd's ('**Power Grid**') requirements and regulations.
- (d) You must arrange access into the Building's service risers with us and you must have our approval before carrying out any works within the service risers.
- (e) All electrical works must be carried out by an Energy Market Authority registered electrician or contractor ('**LEW**'), and the **LEW** must test the installation.
- (f) You are not allowed to tap directly from our main air-conditioning duct unless you get our approval beforehand.
- (g) All pipes or ducts, if any, must be installed in the vertical service ducts provided or properly located and concealed from view to our satisfaction.
- (h) You must use properly fused electrical plugs to draw electricity from the power points located along the shared corridors. You must not insert exposed wiring terminals into the plug sockets to draw an electricity supply.

7.2.14 Hacking, drilling, demolition and noisy works

- (a) You must not carry out Tenant's Works involving hacking of the floors, walls, beams or any other structural elements of the Premises, the Building or the Park without first getting our approval. You are not allowed to hack or cut through pre-stressed concrete flooring of the Premises or the Building.
- (b) If we give our approval to any proposed hacking works:

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- (i) you must inform us before carrying out any hacking, drilling, demolition or noisy works;
- (ii) if you plan to carry out Tenant's Works involving hacking, drilling or demolition works, you must install proper portable ventilation fans first; and
- (iii) if the hacking, drilling, demolition and noisy works affects other tenants', licensees' or occupiers' operations, you must not carry out the works during the other tenants', licensees' or occupiers' business hours (that is, the works must be carried out after 6pm on weekdays and after 2pm on Saturdays, Sundays and public holidays).

7.2.15 Plumbing and sanitary works

- (a) You must make sure that all plumbing and sanitary works (including works to the existing plumbing and sanitary system) are designed by a Professional Engineer and carried out and installed by a plumber licensed by the **PUB** (you must appoint both the Professional Engineer and the plumber). Such design and installation must be in line with the Authorities' regulations and requirements.
- (b) You must allow us and **ASPL** access to all floor traps, grease traps, rainwater downpipes, waste pipes, water supply pipes and toilets to carry out maintenance if there is a blockage in any common pipes.

7.2.16 Partitioning works

- (a) When carrying out partitioning works you must:
 - (i) seal up all supply and return grilles to prevent outside air from entering the main air-conditioning ducting system (infiltration);
 - (ii) install proper portable ventilation fans before starting the Tenant's Works;
 - (iii) make sure that all sideboards or cupboards along the window bays are no higher than the windowsill; and
 - (iv) make sure that all partitions next to the window frames end at the window mullion and are not deeper than the width of the mullion.
- (b) You must not puncture any part of the aluminium window frame when fixing any dry wall partitions.
- (c) All fixed partitions and all built-in cupboards ending at the window panels must not prevent hinged windows from opening fully.

7.2.17 Structural works

If we have given our approval for Tenant's Works involving the structure of the Building (for example, drilling (coring) through reinforced concrete floors), you must, where possible, appoint our original structural consultant for the Building.

7.2.18 Air-conditioning installation works

- (a) You may install air-conditioning units and equipment only in areas we designate (for example, on the rooftop of the Building) or in areas we approve.
- (b) We may ask you to install screens around the air-conditioning units or equipment (or both) to make sure that the desired look of the Building is maintained.
- (c) If we ask you to install air-conditioning meters, you must appoint contractors licensed by the Authorities to carry out air balancing within the Premises and the Building (if this applies) after the air-conditioning systems are installed.
- (d) You must make sure that the temperature of the air-conditioning units is kept between 23°C and 25°C.
- (e) You must carry out proper insulation works to make sure that using air-conditioning units does not result in condensation, both inside and outside the Premises. Such installation works are

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compulsory for operating temperatures below 23°C, to prevent condensation in Common Areas and units used by other tenants.

- (f) You must provide enough return air grilles for all rooms partitioned (an appropriate Qualified Person must approve the design).
- (g) If the cooling capacity of an air-conditioning system you want to install is more than 30kW, you must get authorisation from a Professional Engineer before carrying out the works.
- (h) If you fail to keep to this clause 7.2.18 of this Tenants' Guide, you must pay all costs and expenses for any works required to make good or maintain (or both) the finishes of the fixtures and fittings (whether inside or outside the Premises) which arise as a result.

7.2.19 Chilled-water supply system (if it applies)

- (a) You must not install or connect any monitoring or control systems to our chilled-water supply or return pipes (or both).
- (b) You must not tap (take) chilled water from the chilled-water supply and return risers, air-handling units and headers without first getting our approval. If we give our approval, the following rules apply.
 - (i) You are responsible for flushing the lines, making good all faults and damage arising from tapping into the chilled-water supply and making good all faults and damage caused by installing, operating, maintaining and repairing your chilled-water fan coil units.
 - (ii) You must arrange for a chilled-water lab tester (approved by the Authorities) to carry out a water test of the relevant segment before tapping into the chilled-water supply.
 - (iii) You must carry out another test at the end of the tapping exercise and you must make sure that the test report is in line with our requirements and the chilled-water supplier's requirements. If the test report results do not keep to our and the chilled-water supplier's requirements, you must carry out any actions that are necessary to bring the tests in line with such requirements.
 - (iv) You must keep to the technical specifications of the district cooling system (if this applies) when tapping into the building's chilled-water supply. You can obtain a copy of the specifications from the designated management office of the Building.

7.2.20 Inspection of additional installations

If you have carried out installations in the Premises (including installations under clause 9 of this Tenants' Guide), you must not start operating from the Premises until after we have carried out a final inspection of your installations and have given our final approval.

8. Tenant's Works – as-built plans

When the Tenant's Works are finished, you must give us a complete set of plans showing the 'as-built and as-installed' condition and recording the exact locations of all partitions, wirings, pipes, air-conditioning systems, air-conditioning ducts, inlets and outlets, grease traps, exhaust fan systems, fire-protection devices and all other fittings and fixtures you have installed.

9. Installations and works to be carried out by you

9.1 Meters

9.1.1 You must appoint a qualified contractor to install and test the electricity, water and chilled-water meters ('meters') relating to the Premises. You must get our approval, and where required, the relevant Authorities' approval before such installation works and testing are carried out. To avoid any doubt, the costs and expenses you must pay include, without limitation, the submissions to, endorsements by and attendance of our LEW. You must pay the cost of linking such meters to our building management system ('BMS') if this applies.

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- 9.1.2 You will be responsible for maintaining, repairing and replacing the Meters during the Term (including any Rent-Free Period) and you must not tamper with, or do anything which may affect the accuracy of the meters.
- 9.1.3 You must pay all connection and turning-on fees whether these are due to us, the Authority or any other person.
- 9.1.4 You must install a **BTU** meter (or meters) to measure how much chilled water you use. If the **BTU** meter fails for any reason, your chilled-water bill will be based on your average use over the preceding three months (or any other period we set) immediately before the meter failed. You must get the **BTU** meter from, and it must be installed by, the existing **BMS** vendor. You must regularly maintain the BTU meter serving the Premises, including arranging for the calibration of the BTU meter by the original manufacturer ('**OEM**') or its authorised agent.

9.2 Thermal insulation and heat-extraction system

- 9.2.1 You must install heat-extraction systems and adequate thermal insulation to the external walls, floors and ceilings inside or outside the Premises if your activities may result in:
 - (a) condensation on the floors, ceilings or walls of the Premises, adjoining premises or Common Areas or other parts of the Building; or
 - (b) excessive heat or heat which causes or may cause undue discomfort to us, our other tenants or the occupiers of any adjoining or other premises in the Building, Park or surrounding buildings.
- 9.2.2 You must get our approval before installing thermal insulation and heat-extraction systems. We must also approve the proposed method of installation.

9.3 Fire-safety installations

- 9.3.1 You must, where necessary, install and maintain exit lights, exit signs on staircases, exit passageways and the exits of the Premises. Any fire-safety signs must be installed in line with the requirements of the **Fire Code** and any other relevant regulations.
- 9.3.2 You must carry out such modification works on the existing fire-alarm system (including wirings) or existing fire-protection system (including sprinklers and hose reels) in the Premises that are necessary to suit your operations and to keep to the **Fire Code**. This includes installing additional wiring and connecting the sprinklers and fixtures to our common fire-alarm system. You must keep to clause 7.2.11 of this Tenants' Guide when carrying out such modification works.
- 9.3.3 You must install the required fire extinguishers in the Premises with labels approved by TÜV SÜD PSB Pte Ltd or Standards, Productivity and Innovation Board Singapore in line with the **Fire Code** and any other relevant regulations.

9.4 Electrical switch and distribution boards

You must install an electrical switch board and distribution board and other similar equipment to the Premises as we may instruct you to, including overcurrent protective devices in our switch room in the Building and overcurrent and earth-leakage protective devices in the Premises.

9.5 Electrical installations

You must carry out all electrical installations (for example, private electrical meters, wirings, cable trays).

9.6 Plumbing and sanitary works

You must carry out all plumbing and sanitary works at or for the Premises.

9.7 Exhaust shaft and chimney (if this applies)

If you want to, and as long as you get our approval, you must install at the opening of the dedicated exhaust shaft or chimney to the Premises (and at such other intervals as may be necessary) your own exhaust equipment, fans,

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and other necessary equipment and utility connections to properly and efficiently extract gases or steam from the dedicated exhaust shaft or chimney. You must keep to clause 7.2.5 of this Tenants' Guide when carrying out such installation works. You must pay us for any electricity you use on the rooftop at a rate we set.

9.8 Telecommunication facilities

You must do the following.

- (a) Make direct applications to a telecommunication company for installing any telephone facilities at your own cost and expense, including paying any deposits and all charges (including Taxes) relating to such telecommunication facilities direct to the relevant Authorities and the telecommunication company.
- (b) Not run the wires for any telecommunications facilities in the Premises across the floor or ceiling or along the walls of the Premises or any other part of the Building or the Common Areas unless you have our written permission to do this.
- (c) Install any connection to the nearest communication risers that is necessary for your own telephone systems and pay any related costs, as we will not be providing the Premises with any telephone trunking and conduit system. Before starting any such installation works, you must give us the layout plan of the telephone trunking and conduit system for our approval. You must apply for your own telephone lines, and pay any costs involved.
- (d) Not install extra trunking, conduits or cables other than those provided by Info-communications Media Development Authority ("IMDA") or those approved by **IMDA** and us.

9.9 Machines and apparatus

9.9.1 You must not do, or allow anyone else to do, any of the following without first getting our approval and (if this applies) the Authorities' approval.

- (a) Install any of the installations or equipment mentioned in clause 9 of this Tenants' Guide, including an air-conditioning system, ventilation system, air-exhaust system, fume hoods, electrical system, telecommunication equipment, or plant, machinery, fixtures, fittings, equipment or other installations ('Your Installations') in the Premises.
- (b) Alter, remove, add or in any way interfere or tamper with fixtures, fittings and installations, including Your Installations in the Premises, any existing fire alarm and extinguishing system, ventilation system, air-conditioning system, walls or floor finishes (including any tiles), pipes, wiring, equipment, power and light points and outlets.

9.9.2 You must inform us once installation of Your Installations is finished.

9.9.3 Without affecting clause 9.9.1 of this Tenants' Guide, you must not install any machines, installation, equipment or apparatus in the Premises which cause a heavy power surge, high-frequency voltage, high noise, fumes, current, vibrations or any harmonic, electrical, magnetic or mechanical interference or disturbance which:

- (a) can be heard, smelled or felt outside the Premises;
- (b) prevents the service or use of any computer or communication system; or
- (c) affects the operation of other equipment, installations, machinery, apparatus or plants belonging to us, other tenants or occupiers of the Premises or of adjoining or neighbouring premises of the Building, the Park or the surrounding buildings.

9.9.4 You must install a power-line conditioner, voltage regulator, any extra electric equipment or such other equipment we ask for to reduce or correct any power surge, frequency voltage, noise, fumes, current, vibration or any harmonic, electrical, magnetic or mechanical interference or disturbance.

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10. Maintenance you must carry out

10.1 Maintaining the inside of the Premises and Common Area

10.1.1 You must maintain all parts of the Premises, including:

- (a) the internal light fittings and equipment or fittings;
- (b) the floor traps;
- (c) the grease traps (where these apply);
- (d) the sumps (where drainage is collected);
- (e) the exhaust shaft or chimney;
- (f) the electrical distribution boards (including fixing electrical faults);
- (g) the doors to the Premises (including all door fittings and the lock system);
- (h) the windows in the Premises;
- (i) dedicated bus-duct (sheet metal duct which conducts a substantial current of electricity) immediately after your electricity meter or meters, which serves only the Premises; and
- (j) air-conditioning units, including variable air volume boxes and the relevant air-conditioning equipment where these apply (including air-conditioning diffusers, piping, ducting, switches, controls and meters).

10.1.2 You must maintain all installations in Common Areas, including repairing any damages, making good any finishes on or beneath the affected area, or removing or replacing such installations where required.

10.1.3 You may appoint our contractor or your own contractor to maintain the Premises.

10.1.4 You must, if we ask you to, provide the maintenance and service records or reports (or both) for the above clause 10.1.1 (a) to (j) (if this applies).

10.2 Maintaining the fire alarm and fire-protection system

10.2.1 You must maintain the fire-alarm devices in the Premises and make sure that the fire-alarm system is serviced every month and maintained in good condition at all times and in line with the **Fire Code**.

10.2.2 You must maintain the fire-protection system (whether or not we provided this) in the Premises (including fire extinguishers, sprinkler system, public address speakers and fire-hose reel systems) as required by the Authorities and in line with the **Fire Code**.

10.2.3 You must pay all fees to maintain the fire-protection system in the Premises, including fees to **SCDF** for attending to any false alarms which come from the system in the Premises.

10.2.4 You must regularly maintain all fire equipment and installations and must make sure that all replacement parts are made of material of similar or better quality in line with the **Fire Code**.

10.3 Maintaining exhaust equipment (if this applies)

You will be responsible for the efficient use and proper maintenance of exhaust shafts and chimneys, installed exhaust equipment, fans and any other necessary equipment and utility connections.

10.4 Maintaining the electrical system

Whether your electricity supply is supplied direct from us, from Power Grid or bought from another retailer, you must appoint the Building's **LEW** to inspect, maintain and be responsible for the electrical installation in the Premises to make sure that the electrical installation is safe to operate.

10.5 Maintaining the air-conditioning system

If we have provided air-conditioning units for you within the Premises, you must:

10.5.1 carry out routine maintenance of the air-conditioning units we have provided at the Premises (the 'air-conditioning units') at least once every three months during the Term (to avoid any doubt, routine maintenance includes servicing and repairing the air-conditioning units);

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- 10.5.2 make sure that the air-conditioning units are in good working order at all times during the Term;
- 10.5.3 maintain in good and working condition all of our piping, ducting, connections and equipment which are related to the air-conditioning system serving the Premises, whether these are located inside or outside the Premises (the 'air-conditioning system'); and
- 10.5.4 replace all spoilt or non-working parts of the air-conditioning units and the air-conditioning system with new parts (not second-hand or reconditioned parts).

11. Using the Premises and operations

11.1 Preventing obstruction

- 11.1.1 You must not cause any obstruction to the Common Areas (including common stairways, passageways and other common parts in the Building), other Premises in the Building, the Building itself, the Park, or surrounding buildings, including common driveways and ramps.
- 11.1.2 We have the right to remove any obstruction you cause and you must pay all our costs and expenses of doing this. You will not have any claim against us for any liability you suffer due to us removing such obstruction.

11.2 No storage of combustible substances

- 11.2.1 You must not place or store any toxic, dangerous, flammable or explosive or combustible substance in the Premises, in the Common Areas or anywhere in the Building without first getting approval from us and (where necessary) the Authorities.
- 11.2.2 You must not put or store any liquid petroleum gas cylinders in the Premises.

11.3 Toxic material

You must not carry out any processes which carry the inherent risk of spilling toxic materials, unless you have got special approval from the Authorities. If the Authorities have granted special approval, you must give us copies of the approval and material safety data sheet ('**MSDS**') for our records. You must inform us when there are any changes to the quantity or type of chemicals or materials inside the Premises, and must give us updates every year.

11.4 Disposing of debris, water and rubbish

- 11.4.1 You must not discharge (release), dump, leave or burn any debris, waste or refuse ('Such Waste') including pollutants or contaminants, whether biohazardous, chemical, radioactive or otherwise, into surface or other drains, watercourses, the Building, Park or surrounding area without our and the relevant Authorities' approval. You must make sure Such Waste is promptly, safely, properly and efficiently disposed of to our satisfaction and in line with the Law.
- 11.4.2 Without affecting clause 11.4.1 of this Tenants' Guide, you must dispose of any such waste in line with our and the Authorities' requirements, including:
 - (a) providing holding areas within the Premises for such waste before you dispose of it;
 - (b) making sure your contractors follow the frequency and timing guidelines you set for disposing of such waste; and
 - (c) submit to the Authorities written information and details about any waste liquid you need to dispose of for their consideration. You must get approval from us and the Authorities before you are allowed to discharge the waste liquid.
- 11.4.3 You must take all measures and precautions to:
 - (a) capture, contain and, keeping to clauses 11.4.1 and 11.4.2 of this Tenants' Guide, dispose of all pollutants or contaminants, whether biohazardous, chemical, radioactive or otherwise; and

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- (b) prevent such pollutants or contaminants from spreading into other areas of the Building or the surrounding areas, through the air, in a liquid or otherwise.

Where necessary, you must set up and maintain containment cabinets, rooms or devices, an exhaust ventilation system and, for hazardous areas (including animal holding areas, autopsy rooms and chemical laboratories), a negative pressure system, all to the satisfaction of us and the Authorities.

11.4.4 Without affecting clauses 11.4.1 to 11.4.3 of this Tenants' Guide, you must also keep to the following conditions (if they apply).

- (a) All Premises must have two bins that are lined with an appropriate plastic bag (one for normal domestic rubbish and one for food waste only). You must put all your domestic rubbish and food waste neatly into the appropriate plastic bags, tie the bags securely and bring them to our centralised bin centre for disposal.
- (b) You must arrange for waste which is not normal domestic rubbish or food waste to be disposed of off-site by the cleaning company you have appointed.
- (c) You must not dispose of food, food products and by-products into the floor traps in the Premises or the drains in the Building.
- (d) You must not bring any rubbish or waste from outside the Premises to our centralised bin centre for disposal.
- (e) You must not throw or empty anything out of the windows or doors of the Premises into the Common Areas.

11.4.5 If you fail to keep to clauses 11.4.1 to 11.4.3 of this Tenants' Guide, we have the right to dispose of such waste and you must pay for all our costs and expenses of doing this.

11.5 Waste water

11.5.1 You must submit all information and details on the use of the Premises and waste-water discharge to the Sewerage Department or other Authorities for them to consider and clear in writing before you carry out such use and discharge.

11.5.2 If you are allowed to discharge any waste water into the Building's waste-pipe system, you will be responsible for carrying out regular checks and maintenance to make sure that the state, condition and quality of the system is maintained at all times.

11.5.3 If you fail to keep to clauses 11.5.1 to 11.5.2 of this Tenants' Guide, you must pay all the Authorities' penalties, costs and expenses which arise as a result.

11.6 Advertisements and signboards

11.6.1 You must not display any name, sign, notice or advertisement inside or outside the Premises (including the windows) which can be seen from outside the Premises, without first getting approval from us and (if necessary) the Authorities, unless it is in a style and manner and at a location we have already approved.

11.6.2 Without affecting clause 11.6.1 of this Tenants' Guide, you must get our approval for the location and design of any signboard before you display it.

11.7 Reducing pollution

You must take adequate measures to prevent air and other forms of pollution, and carry out measures to reduce such pollution if we or any Authorities ask you to.

11.8 Music

You must not allow any vocal or instrumental music in the Premises which can be heard outside the Premises without first getting our approval.

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11.9 Nuisance

You must not do anything in the Premises which is or may become or causes a nuisance, annoyance, disturbance or inconvenience to us or the other tenants, licensees or occupiers of the Building or Park or adjoining and neighbouring properties, or which cause or may cause damage to the Building or Park or adjoining and neighbouring properties.

11.10 Illegal purpose and no residential use

You must not use the Premises for:

- (a) any dangerous, noisy or offensive business;
- (b) any illegal or immoral act; or
- (c) residential purposes.

11.11 No cooking (this does not apply if the permitted use is for food and drink)

You must not cook or store food in the Premises.

11.12 No animals

11.12.1 You must not keep or allow anyone to keep any animal at the Premises without first getting approval from us and (where necessary) the Authorities.

11.12.2 If you have approval from us and (where necessary) the Authorities to keep animals in the laboratories in the Premises for experimental or research purposes, you must make sure that:

- (a) the animals are kept in areas we set aside for that purpose;
- (b) the care of such animals, including maintaining proper holding, quarantine and isolation rooms, cages, washing and shower areas, food, bedding and equipment storage and waste-disposal system, must keep to the Law and the Authorities' and our requirements; and
- (c) you take all measures to avoid or prevent the escape of such animals and the mixing of air from the holding, quarantine and isolation rooms into other areas of the Building or the Park.

11.13 No pests

11.13.1 You must keep the Premises free from pests.

11.13.2 You must enter into and keep in force during the Term a pest-control contract with companies approved by us to prevent or exterminate pests. You must make sure that the pest-control services are carried out at least once a month or as often as we may decide, and you must, if we ask you to, provide records of the monthly pest-control servicing reports.

11.14 No blockage

You must keep all pipes, drains, basins, sinks and toilets, floor traps and grease traps in the Premises clean and unblocked.

11.15 Odours

You must keep the Premises free from noxious or offensive odours.

11.16 Preventing infectious diseases

11.16.1 You must take all steps and courses of action to prevent an outbreak of any Infectious Disease (including fumigating and disinfecting the Premises) to the satisfaction of the Authorities. You must promptly keep to the Law and all requirements of the authorities to prevent any outbreak or spread of Infectious Diseases.

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11.16.2 You must immediately give notice (together with any details and information as necessary) to us and the Authorities if you are aware or suspect that any person is suffering, has died from, is a carrier of, has come into contact with, or is at risk of infection from an Infectious Disease.

11.17 No overloading installations

11.17.1 You must not overload the lifts, electrical installations or Conducting Media (such as drains, sewers, conduits, flues, risers, gutters, gullies, channels, ducts, shafts, watercourses, pipes, cables, wires and mains) in the Premises, the Building, the Park and the surrounding areas.

11.17.2 You must not interfere with or impose an additional loading on any ventilation, air-conditioning or other plant (if any) serving the Building.

11.18 Curtain wall

On the cladding and curtain wall (if any) its frame structure and all related parts of the Building, you must not:

- (a) paint;
- (b) make any additions or alterations;
- (c) exert any force; or
- (d) load or place any structures or articles or materials;

which may cause strain, damage or interference with the structural parts, loadbearing framework, roof, foundations, joist, curtain wall or other related parts of the Building.

11.19 Windows

11.19.1 You must keep the windows of the Premises closed at all times when the Premises are air-conditioned.

11.19.2 You must not put any objects in the Premises where they can be seen from outside the windows of the Premises and which, we feel, are out of place, unsightly or may detract from the general appearance of the Building.

11.19.3 You must not cover the windows (other than with blinds or curtains we have approved), skylights, ventilating shafts or air inlets or outlets which reflect light or let light into the Premises or allow air to flow into or out of the Premises or any part of the Building.

11.19.4 You must not affix anything to the windows, including any kind of film, which might damage the windows.

11.20 Unauthorised source of water

You must only tap water from a source or supply we have approved.

11.21 Service and cargo lifts

11.21.1 You must use the service or cargo lifts we have designated to transport furniture, goods and other heavy equipment.

11.21.2 You must make sure that your contractors, workmen and cleaners use only the service or cargo lifts we have designated.

11.22 No advertising for business

You must not ask for business, or display or distribute advertising material in the car-parks or other parts of the Common Areas without first getting approval from us and (if this applies) the Authorities.

11.23 Auction sales

You must not hold auctions in the Premises or the Building.

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11.24 Security of the Premises

You must take adequate security measures to make sure that the Premises are secure even when there is no one in them.

11.25 Specialist warranties

You must not do anything to make invalid or unenforceable any of the warranties or guarantees provided by specialist contractors to us for the Premises, the Building, the Park or any other area. If you fail to keep to this clause 11.25, you must appoint specialist contractors, nominated by us, to complete the repair works that should have been covered under the warranties. If you fail to do this, we may appoint specialist contractors to carry out such works, and you must pay all such costs and expenses involved immediately when we inform you.

11.26 Loading and unloading

11.26.1 You must carry out all loading and unloading only at the times and in the locations we inform you.

11.26.2 You must meet all statutory and safety requirements before using forklifts.

11.26.3 You agree to not cause unnecessary inconvenience to other tenants and occupiers of the Building when carrying out your activities at the loading and unloading bay. If you fail to keep to this sub-clause more than three times, we will withdraw your right to use the forklifts at the Building, and our decision will be final and binding.

11.26.4 When you are not using the forklifts, you must park the forklifts within the Premises or other areas that we have allocated for you to park the forklifts. You must not park the forklifts along or around the Common Areas (including car-park lots) at the Building or the Park.

11.27 Fire safety

11.27.1 You must at all times provide enough access passageways to all fire-fighting installations and equipment and make sure that all windows and access panels for firemen are not locked from the inside and remain unobstructed at all times.

11.27.2 You must work together with us to establish a fire-safe environment for all users of the Building. You must:

- (a) take part in all emergency and fire drills;
- (b) attend table-top exercises and emergency and fire-safety awareness talks;
- (c) make sure you know how to use the fire extinguishers; and
- (d) take part in any other activities which we consider appropriate or as directed by the Authorities.

11.27.3 You must keep the Premises (including all fixtures, fittings, installations and appliances) in a safe condition and take all necessary measures to prevent a fire. You must meet all our requirements and all the requirements of the Fire Safety and Shelter Department or the other Authorities (or both). You must appoint one or more of your employees as fire-safety officers as required under the Fire Safety Act (Chapter 109A) and the Fire Safety (Fire Safety Manager) Regulations.

11.27.4 If we ask you to, you must provide details of the number of first aiders and the number of trained and qualified people in the Company Emergency Response Team (CERT).

11.28 No leaks

11.28.1 You must take all necessary measures (including carrying out waterproofing works) to avoid water leaking to the other parts of the Building.

11.28.2 If you fail to keep to clause 11.28.1 above, we may (but are not obliged to) take any action we consider necessary to avoid water from leaking and to repair any damage caused to the Premises or any other parts of the Building as a result of a leak. You must pay all our related costs and expenses to us immediately when we inform you, together with Interest from the date we must pay the cost, to the date you repay it (we have the right to recover such expenses and Interest as if they were rent arrears).

Our initials	Your initials



11.29 Using the Common Area

You must not use the Common Areas to hold any events, store any items, or to install any fixtures or fittings without first getting our approval.

11.30 Television antennae and satellite dish

You must not install any television antenna or satellite dish on the rooftop or at the balcony or verandah or any other part of the Premises or the Building without first getting our approval. If we provide a communal television antenna system, we will not allow you to install any other television antenna.

11.31 Parking

11.31.1 You and your officers and employees are not allowed to park anywhere in the Building except in the marked parking areas.

11.31.2 You must pay our parking charges for using the car-parks in the Building. We may change our parking charges from time to time.

11.31.3 You and your officers and employees must keep to all our rules relating to managing and operating the car-parks and parking vehicles in the Building.

11.32 Outer doors of the Building

If the Building has outer doors:

(a) the outer doors must be closed and locked during the hours we set;

(b) if you want to enter the Premises during such hours, you must keep to our security measures;

(c) we may change such hours at any time, and will inform you of any change; and

(d) for security reasons, we may refuse access to the Building (including by closing the outer doors) at any time and for as long as we consider appropriate.

11.33 General conduct of business

11.33.1 You must get our written permission before using the name of the Building or any picture or likeness of the Building or the Premises in your registered or trading name or for any advertising or purpose other than as your address and place of business. However, you may incorporate references to and illustrations and sketches of the Building in any receipts, vouchers, catalogues, advertisement or sales promotion material relating to the business you carry on in the Building as long as you make sure:

(a) no negative or derogatory statement, announcement, comment or remark relating to us, the Building or the Premises is made or caused to be made, issued or caused to be issued, or published or caused to be published; and

(b) you refer to the Building's proper name in all media, including radio and television messages, advertising stationery, internal and external circulars, internet web pages, and the print media (for example, newspapers and magazines).

11.33.2 If your registered name or trading name includes the name or title of the Building, when the Lease Ends, you must take all steps necessary (including providing notice to the relevant Authorities) to remove such name or title from your registered or trading name immediately.

11.34 Change of name

If you change your company name, you must notify us and pay any administrative fee that we may require to change your company's name on the noticeboard directory of the Building.

Our initials	Your initials

12. Reinstatement works

Before vacating the Premises, you must carry out such Reinstatement Works as we may direct to restore the Premises to its Original Condition, including the following:

- (a) Remove all your fixtures, fittings, furniture and belongings, and any signs from the Premises, the Building, the Park and the surrounding areas. You must leave behind at the Premises any of your fixtures and fittings that we ask you to leave, but you can remove your trade fixtures, carpets, blinds, partitions, built-in furniture and changes to the **M&E** installations.
- (b) Redecorate the Premises with three coats of good-quality oil or emulsion paint or other suitable treatment of all internal parts of the Premises, in a good and workmanlike manner and using any suitable materials that we may reasonably ask you to use.
- (c) Re-polish all internal parts which were previously polished.
- (d) Grain and varnish all the internal parts which were previously grained and varnished.
- (e) Clean, de-grease and disinfect all floor tiles of the Premises, including replacing all floor tiles which we decide are worn or damaged and need replacing.
- (f) Remove and clear all waste, rubbish and other unwanted material from the Premises, the Building, Park and the surrounding areas.
- (g) Make good all damage to the walls, doors, windows or any part of the Premises, the Building, the Park and the surrounding areas caused by removing your belongings or reinstating or redecorating the Premises.
- (h) Clean the exhaust shaft or chimney, exhaust fans and other related exhaust equipment, floor and grease traps and sumps (if this applies).
- (i) Make sure that all our **M&E** services (including any air-conditioning variable air volume boxes and ductwork that are above the ceiling board) at the Premises are reinstated to their Original Condition and good working order and condition by a specialist contractor nominated by us and appointed by you, and under the supervision of our consultants.
- (j) Make sure that all structural and engineering works are carried out by a specialist contractor nominated by you and appointed by us, and under the supervision of our consultants.
- (k) If we ask you to, disinfect the Premises and make sure that the Premises are free from any harmful contamination by any biological organisms or chemical substances. You must dispose of any such biological organisms or chemical substances safely in line with the requirements of the Authorities (if this applies) so as not to cause any health hazards, danger or injury to any person.
- (l) If we ask you to, remove all electricity, water and air-conditioner meters in the Premises, and make good any damage caused by doing this.

13. Green Initiatives

13.1 Waste collections

We have appointed a waste-collection company to dispose of all the waste collected from the Building. The waste will be collected from the Building's bin centre and transported to an approved dumping ground for recycling or incineration at the National Environment Agency's plant.

13.2 3Rs policy – reduce, reuse and recycle

We have various environmentally-friendly policies, including a 3Rs policy – reduce, reuse and recycle. We strongly encourage you to carry out the 3Rs policy as follows.

Our initials	Your initials



Reduce

- Use fewer disposable items (for example, polystyrene and paper cups and plates).
- Bring your own cutlery and coffee mug.
- Do not ask for a plastic bag if you can carry food back to the office without one.
- Reduce the number of photocopies by sharing documents among colleagues.
- Reduce the number of printed documents by circulating written or printed memos around the workplace.
- Use email to communicate or send messages.
- Proofread documents on screen before printing.
- Print addresses straight onto envelopes instead of using address labels.
- Print on both sides of paper.
- Order just enough food and drink for meetings, seminars, conferences and events.
- Switch on lights and electronic devices only when necessary.

Reuse

- Reuse used envelopes for sending internal mail.
- Remove old documents from files and reuse files.
- Use the blank side of used paper for drafting, printing and taking notes.
- Reformat or delete old files from thumbdrives so that they can be used to store new documents.

Recycle

- Set up a recycling programme in the office.
- Take part in recycling programmes.
- Separate recyclable items for recycling.
- Put recycling bins at strategic locations within the Premises for collecting and storing recyclable waste (for example, paper, plastic and empty drink cans).

14. Green Lease Requirements

If the Building has been certified as a Green Mark building, the Building has been designed to achieve Green Mark which requires energy performance and green initiatives. To ensure that the Building’s intent is maintained, you must keep to relevant Green Mark requirements that apply from time to time so that you do not affect our application for Green Mark certification or re-certification for the Building or Park. You may obtain a copy of the latest Green Mark requirements from the management office of the Building.

15. Contact information

15.1 Capitaland Business Park & Industrial Tenant Portal

If you need information such as building forms or your account information, you can find these on the Capitaland Business Park & Industrial Tenant Portal at <http://bpi-tenant.capitaland.com> or such other website as we may inform you from time to time.

15.2 24-hour emergency service

If an essential common service such as a lift or the power or water supply breaks down after office hours, you can contact our 24-hour call centre on 1800 5333131.

Our initials	Your initials



ANNEX A

LIQUIDATED DAMAGES FOR NOT KEEPING TO THE TERMS OF THIS LEASE

You must pay liquidated damages (that is, damages which you and we have previously agreed upon) of \$500 per incident for each time or for each day you do not keep to the following terms.



Number	Description
1.	Starting works without a tenant's works permit or failing to display the tenant's works permit at the entrance of the Premises
2.	Failing to obtain valid passes (if this applies) for workers from the Fire Command Centre, Guard House or reception counter
3.	Failing to put up proper protection for Tenant's Works
4.	You or your contractors smoking in the Building
5.	Causing nuisance or disturbance in the Building, including noise, dust or foul smells
6.	Illegally dumping debris or waste materials
7.	Obstructing or encroaching on Common Areas
8.	False activation of the fire-alarm system or fire sprinklers
9.	Preparing concrete and screed in Common Areas or toilets, or discharging debris or cement into the toilet bowl or sink
10.	Unauthorised use of fire hose
11.	Unauthorised use or tapping into our electricity or water supply
12.	Unauthorised use (including storage) in Common Areas
13.	Causing unnecessary inconvenience to other tenants and occupiers of the Building when carrying out your activities at the loading and unloading bay
14.	Failing to obtain or submit any required fire-safety certificate
15.	Causing condensation inside or outside the Premises due to inadequate insulation for air-conditioning installations

We may deduct the liquidated damages (that is, damages which you and we have previously agreed upon) mentioned above from any deposits you have paid under this Lease. To avoid any doubt, this will not affect any other claims and remedies we have under this Lease, such as the right to recover the cost of making good any damage or stepping in to carry out rectification works or taking action to stop you from failing to keep to the terms of this Lease.

Our initials	Your initials

ANNEX B

PROTECTION STANDARDS FOR COMMON AREAS AND BUILDING FACILITIES

Photo	Guidelines
	<ul style="list-style-type: none"> ▪ Use plywood (at least 3mm thick) to protect Common Areas. ▪ Protection should be flat and should cover the entire walkway, up to the edge of the floor.
	<ul style="list-style-type: none"> ▪ Signs should be provided for swinging door openings.

Our initials	Your initials



- Proper protection should also be provided to the lift door and lift car interior when necessary



- Proper signs should be provided on the doors to guide visitors.

Our initials	Your initials



- Provide openings for the necessary access points such as keyholes and risers.

Our initials	Your initials