



# EVIDENCE OF PHYSICAL PRESENCE

## SINGAPORE

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## INFORMATION RESOURCES

WHILST EVERY ENDEAVOR IS MADE TO ENSURE THAT INFORMATION PROVIDED IS UPDATED AND CORRECT. THE AUTHORITY DISCLAIMS ANY LIABILITY FOR ANY DAMAGE OR LOSS THAT MAY BE CAUSED AS A RESULT OF ANY ERROR OR OMISSION.

## Business Profile (Company) of STA INSPECTION PTE LTD (198204973D)

Date: 24/05/2022

## The Following Are The Brief Particulars of :

|                             |   |                                                                                               |
|-----------------------------|---|-----------------------------------------------------------------------------------------------|
| UEN                         | : | 198204973D                                                                                    |
| Company Name.               | : | STA INSPECTION PTE LTD (w.e.f.19/01/2000)                                                     |
| Former Name if any          | : | ST AUTOMOTIVE INSPECTION PTE LTD                                                              |
| Incorporation Date.         | : | 30/11/1982                                                                                    |
| Company Type                | : | EXEMPT PRIVATE COMPANY LIMITED BY SHARES                                                      |
| Status                      | : | Live Company                                                                                  |
| Status Date                 | : | 30/11/1982                                                                                    |
| <b>Principal Activities</b> |   |                                                                                               |
| Activities (I)              | : | VEHICLE INSPECTION AND VALUATION SERVICES (95303)                                             |
| Description                 | : | INSPECTION OF VEHICLES, PROV OF VEH INSPECTN PROJ MGT, PROV OF IDA SVCS.                      |
| Activities (II)             | : | OTHER BUSINESS SUPPORT SERVICE ACTIVITIES (E.G. ADMINISTRATION OF LOYALTY PROGRAMMES) (82999) |
| Description                 | : | PROV OF VEH EVALUATN, PRE-SHIPMENT CERTIFICATN, TRAINING AND INVESTIGATN.                     |
| Registered Office Address   | : | 302 SIN MING ROAD<br>SINGAPORE (575627)                                                       |
| Date of Address             | : | 11/02/1995                                                                                    |
| Date of Last AGM            | : | 25/06/2021                                                                                    |
| Date of Last AR             | : | 28/06/2021                                                                                    |
| FYE As At Date of Last AR   | : | 31/12/2020                                                                                    |

## Audit Firms

## NAME

PRICEWATERHOUSECOOPERS LLP

## Charges

| Charge No. | Date Registered | Currency | Amount Secured | Chargee(s) |
|------------|-----------------|----------|----------------|------------|
|------------|-----------------|----------|----------------|------------|

Authentication No. : B22393844R

Note: Chief Executive Officer was formerly known as Manager before 03-JAN-2016 for local companies.

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## INFORMATION RESOURCES

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Business Profile (Company) of STA INSPECTION PTE LTD (198204973D)

Date: 24/05/2022

## Officers/Authorised Representative(s)

| Name                                                                                      | ID        | Nationality/Citizenship | Source of Address | Date of Appointment |
|-------------------------------------------------------------------------------------------|-----------|-------------------------|-------------------|---------------------|
| Address                                                                                   |           | Position Held           |                   |                     |
| ANG TIONG ING                                                                             | S1744294E | SINGAPORE CITIZEN       | OSCARS            | 15/08/2018          |
| 302 SIN MING ROAD<br>SINGAPORE (575627)                                                   |           | Director                |                   |                     |
| KAO PEI PENG                                                                              | S7175097C | SINGAPORE CITIZEN       | ACRA              | 04/01/2021          |
| 100 JURONG EAST STREET 21<br>#13<br>ST ELECTRONICS JURONG EAST BLDG<br>SINGAPORE (609602) |           | Director                |                   |                     |
| ANG TIONG ING                                                                             | S1744294E | SINGAPORE CITIZEN       | OSCARS            | 01/04/2015          |
| 302 SIN MING ROAD<br>SINGAPORE (575627)                                                   |           | Chief Executive Officer |                   |                     |
| TAN WAN HOON                                                                              | S6841013D | SINGAPORE CITIZEN       | ACRA              | 15/04/2020          |
| 1 ANG MO KIO ELECTRONICS PARK ROAD<br>#07-01<br>ST ENGINEERING HUB<br>SINGAPORE (567710)  |           | Secretary               |                   |                     |
| LIM POH CHOO                                                                              | S7071489B | SINGAPORE CITIZEN       | OSCARS            | 25/02/2022          |
| 1 ANG MO KIO ELECTRONICS PARK ROAD<br>#07-01<br>ST ENGINEERING HUB<br>SINGAPORE (567710)  |           | Secretary               |                   |                     |

Authentication No. : B22393844R

Note: Chief Executive Officer was formerly known as Manager before 03-JAN-2016 for local companies.

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## INFORMATION RESOURCES

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**Business Profile (Company) of STA INSPECTION PTE LTD (198204973D)**

**Date: 24/05/2022**

**Abbreviation**

UL - Local Entity not registered with ACRA

UF - Foreign Entity not registered with ACRA

AR - Annual Return

AGM - Annual General Meeting

FS - Financial Statements

FYE - Financial Year End

OSCARS - One Stop Change of Address Reporting Service by Immigration & Checkpoint Authority.

**Note :**

- The information contained in this product is collated from lodgements filed with ACRA, and/or information collected by other government sources.

- The list of officers for this entity is available for online authentication within 30 days from the date of purchase of this Business Profile. Please scan the QR code available on the last page of this profile to access the authentication page. For more information, please visit [www.acra.gov.sg](http://www.acra.gov.sg).

FOR REGISTRAR OF COMPANIES AND BUSINESS NAMES  
SINGAPORE

RECEIPT NO. : ACRA220524106904

DATE : 24/05/2022

This is computer generated. Hence no signature required.



Authentication No. : B22393844R

Note: Chief Executive Officer was formerly known as Manager before 03-JAN-2016 for local companies.

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## Provision of Vehicle Inspection Services Agreement

**BETWEEN**

**STA Inspection Pte Ltd**

**and**

**EAA Company Limited**





**THIS AGREEMENT** is made on **01 November** between **EAA Company Limited (Reg: 0210-01-029586)**, a business incorporated under the laws of Japan and having its registered Principal Place of Business at NAKATA BULD 101,1-20-5 RINKAN, YAMATO CITY, KANAGAWA KEN,242-0003, JAPAN (hereinafter called the "EAA", which expression shall include its permitted assigns) of the one part and **STA Inspection Pte Ltd (Reg: 198204973D)**, (hereinafter referred to as the "Company"), a company incorporated under the laws of the Republic of Singapore and having its registered office at **302 Sin Ming Road, Singapore 575627**, of the other part.

WHEREAS EAA requires vehicle inspection services and STA is desirous of providing such services on the terms and conditions appearing hereunder;

**NOW IT IS HEREBY AGREED** as follows:

## 1. DEFINITIONS

In this Agreement, the following words and expressions shall have the meanings hereby assigned to them except where it is otherwise expressly stated:-

- 1.1. "Company" means STA Inspection Pte Ltd and includes any officers or other persons authorized by STA Inspection Pte Ltd to act on its behalf.
- 1.2. "Premises" means the 2 operating sites as in 302 Sin Ming Road Singapore 575627 and/or 249 Jalan Boon Lay Singapore 619523 where available.
- 1.3. "EAA" means EAA Company Limited and its legal successors in title and assignees.
- 1.4. "Services" means the vehicle inspection service to be performed at the Premises, details of which are set out in Schedule 1.
- 1.5. "Contract Period" means **FIVE (5) years** duration from **1 November 2018 to 31 October 2023**.
- 1.6. "Contract Price" means the price exclusive of the Singapore Goods and Services Tax payable to the Company for performance of Services on each vehicle.

## 2. SCOPE OF CONTRACT

- 2.1. As and when required, EAA shall bring vehicles to the Premises for performance of Services by the Company.

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2.2. EAA shall provide in Annex A the list of country names where EAA has contracted with and shall be subjected to regular update.

### 3. PRICE AND PAYMENT

- 3.1 The Contract Price shall be in Singapore currency. No adjustments shall be allowed for fluctuations in exchange rates or variations in cost of materials, labour or any other factors affecting such price.
- 3.2 During the Contract Period, the Contract Price for performance of Services on each vehicle are set out in Table 1 in Schedule 2.
- 3.3 EAA shall invoice the Company for the certification fee on a monthly basis set out in Table 2 in Schedule 2.

### 4. RIGHTS OF THIRD PARTIES

- 4.1. A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act to enforce any of its terms.

### 5. SUSPENSION OR TERMINATION

- 5.1. The Company shall, after giving seven (7) days prior written notice to EAA, have the right to suspend or terminate this Agreement if any of invoices are not fully paid by their due dates.
- 5.2. Neither party shall be liable to the other by reason of such suspension or termination save that EAA shall pay the Company for all Services performed as at the date of termination / suspension as the case may be.

### 6. VARIATION

- 6.1. No variation whether oral or otherwise in the terms of this Agreement shall apply thereto unless such variation shall have first been expressly accepted in writing by the Company and the authorized contract signatory of EAA.



## 7. EXEMPTION AND INDEMNITY

7.1. EAA shall absolve the Company from any liabilities for and shall indemnify and hold the Company harmless against any loss (including financial losses), expense (including injuries whether fatal or otherwise), costs, damages (including properties damages), liability or claims arising:

- a) Directly out of and/or in connection with the Services provided by EAA under this Agreement;
- b) As a result of EAA's negligent or fraudulent acts or omissions relating to the export of used motor vehicles.

7.2. The Company's total and cumulative liability at law, in contract, tort (including negligence), misrepresentation or otherwise howsoever arising in relation to this Agreement and/or the Services shall be limited to 2 x Contract Price for the relevant Services to which the claim arise from or relate to. The Company shall not be liable to EAA for:

- (1) Any indirect, special, punitive or consequential loss or damage; or
- (2) Loss of data or other equipment or property; or
- (3) Economic loss or damage; or
- (4) Incurring of liability for loss or damage of any nature whatsoever suffered by third parties (including in each case incidental and punitive damages); or
- (5) Any loss of actual or anticipated profit, interest, revenue, anticipated savings or business or damage to goodwill.

## 8. GOVERNING LAW

Unless otherwise agreed, this Agreement shall be deemed to be made in Singapore and shall be subjected to, governed by and construed in accordance with the laws of Singapore for every purpose.

## 9. FORCE MAJEURE





9.1. Force Majeure means:

- (a) Act of God;
- (b) war, act of foreign enemies;
- (c) riot, civil commotion;
- (d) strike, lockout, other labour disturbance (including those involving the Company's employees); or
- (e) any other circumstances beyond the control of the Company or which, in the absence of this Clause, will operate to frustrate this Agreement.

9.2. Where the Company is prevented from or delayed in performing any of its obligations under this Agreement ("the Affected Obligation") by a Force Majeure event, this Agreement shall not be frustrated but, if:

- (a) the said Force Majeure event is beyond the reasonable expectation of the Parties and the Company cannot be reasonably be expected to have avoided or overcome it or its effect; and
- (b) the company has notified EAA in writing within thirty (30) days after the commencement of the said Force Majeure event or within fourteen (14) days after the Company ought to foresee that the said Force Majeure event will prevent the Company from or delay it in performing the Affected Obligation(s), whichever is later;

the Company shall be given such extension of time in respect of the performance of the Affected Obligation(s) as may be reasonable having regard to the duration of the Force Majeure event, the effect of the Force Majeure event on the Company's operations and the Company's duty to mitigate the consequences of any delay caused by the Force Majeure event. The Company's duty in respect of all other obligations under this Agreement shall remain unaffected by any such extension of time.

9.3. If the extensions of time granted under this Clause exceeds a period of one hundred eighty (180) days in the aggregate, either Party may terminate this Agreement by giving thirty (30) days' notice in writing to the other Party without being liable therefore in damages or compensation.



IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands the day and year first above written:-

Signed by Ang Tiong Ing (General Manager)  
For and on behalf of  
**STA INSPECTION PTE LTD**  
in the presence of:

}

Signed by Mr Toyohiko Hashino (General Manager) }  
For and on behalf of }  
**EAA Company Limited** }  
in the presence of:



## ANNEX A

Referring to Clause 2.2 of Agreement, below is the list of countries currently having contract with EAA for Singapore Inspection:

1. Bahamas (since March 2019)
2. Mauritius (since 2018)
3. St. Lucia (from 1<sup>st</sup> May 2022)
4. Uganda (recommenced from the 30<sup>th</sup> September 2021)
5. Zambia (since 2017)
6. Zimbabwe (from 1<sup>st</sup> of June 2022)

The above details for inspecting Countries are confirmed until further notice in writing from EAA



Lee Sayer | Director  
EAA Company Limited  
1-20-5-101 Rinkan, Yamato-shi, Kanagawa-ken, JAPAN 242-0003  
12 April 2022



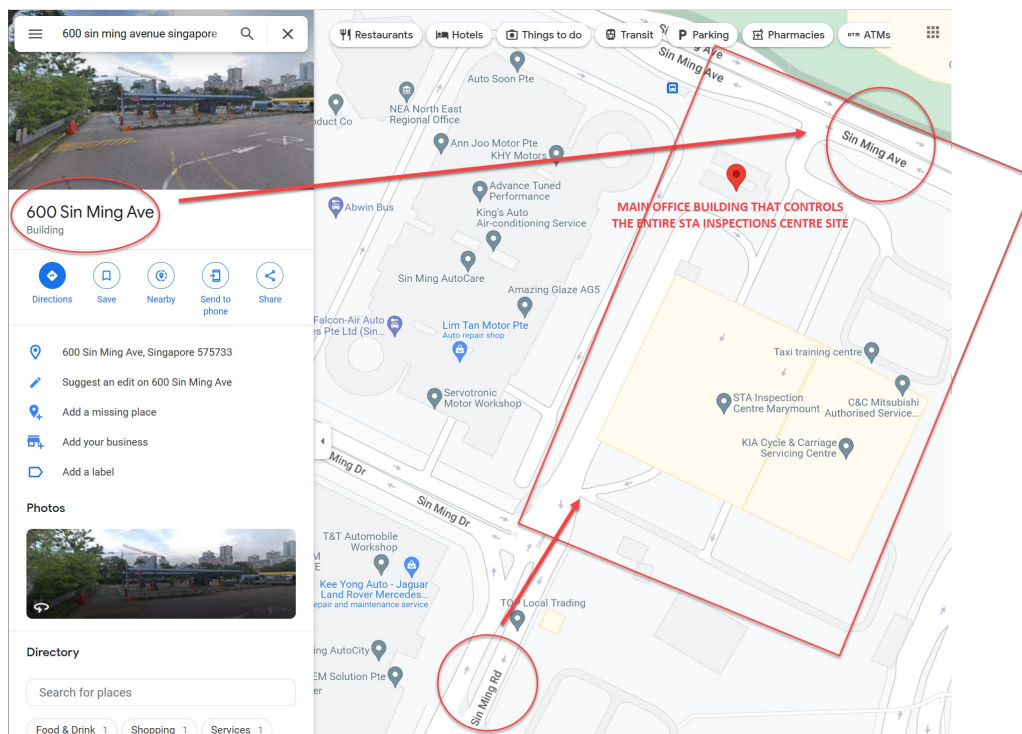
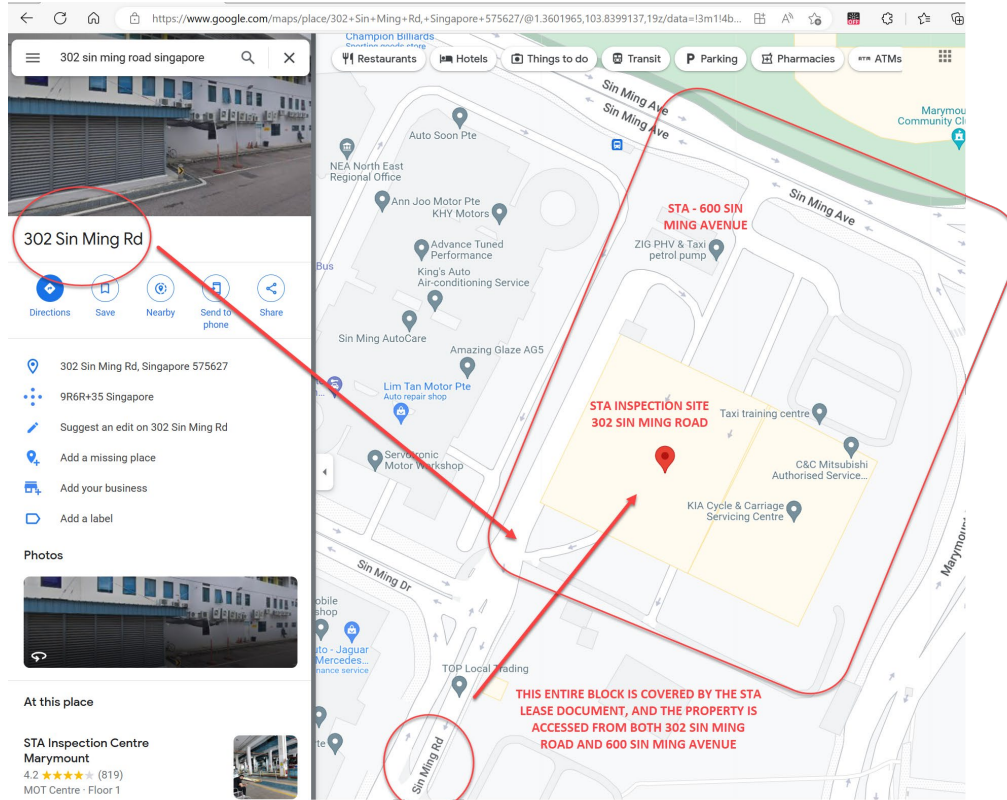
STA SINGAPORE – EAA COMPANY LIMITED SUB-CONTRACTOR  
STA INSPECTION PTE LTD – 302 SIN MING ROAD SINGAPORE 575627  
TEL: +65 64521398





## EAA SUB-CONTRACTING SERVICES SINGAPORE - STA INSPECTION CENTRE LEASE

INSPECTION CENTRE ENTRANCE IS DESIGNATED AS 302 SIN MING ROAD, THE INSPECTION CENTRE AND OUTER ADMINISTRATION BUILDINGS ARE PART OF THE SAME OVERALL BLOCK OF LAND AND BUILDINGS RUN BY STA FROM THE BLOCK WHICH ALSO HAS AN ENTRANCE AT 600 SIN MING AVENUE. THE FOLLOWING GOOGLE STREET MAPS CLARIFY THE BLOCK LOCATION.





DATED THIS 29<sup>th</sup> DAY OF SEPTEMBER 2020

*Between*

**CITYCAB PTE LTD**

.....the Landlord

*And*

**STA INSPECTION PTE LTD**

.....the Tenant

---

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**LEASE AGREEMENT**

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**THIS LEASE** is made the 1st day of October Two Thousand and Twenty (2020) BETWEEN **CITYCAB PTE LTD** a company incorporated in the Republic of Singapore and having its registered office at No. 383 Sin Ming Drive Singapore 575717 (hereinafter called "the Landlord") of the one part AND **STA INSPECTION PTE LTD** a company incorporated in the Republic of Singapore and having its registered office at **302 SIN MING ROAD, SINGAPORE 575627** (hereinafter called "the Tenant") of the other part.

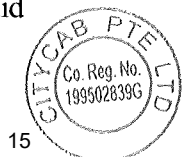
**WITNESSETH** as follows:-

**PREMISES  
LEASE AND  
TERM**

1. IN CONSIDERATION of the rent and the Tenant's covenants hereinafter reserved and contained the Landlord hereby demises unto the Tenant ALL THAT premises more particularly described in the Schedule hereto (hereinafter called "the Premises") being part of the building situated at 600 Sin Ming Avenue Singapore 575733 (hereinafter called "the Building") Together with rights of the Tenant in common with the Landlord and others so authorised by the Landlord and all others so entitled there to at all times during the term hereby created to use all entrances roads driveways paths common areas lifts escalators staircases landings and passages leading to and from the Premises and the Building and common facilities in the Building as shall from time and time be allocated or designated by the Landlord EXCEPTING AND RESERVING unto the Landlord and all others entitled thereto the free and uninterrupted use of all water and other pipes electric telephone and other wires conduits flues and drains in through or under the Premises TO HOLD the Premises unto the Tenant for the term of **Three (3) years** from **1<sup>st</sup> day of October 2020** (hereinafter called "the Commencement Date") and ending on the **30th day of September 2023** subject to the Housing Development Board's approval.

YIELDING AND PAYING THEREFOR during the term hereby created: the monthly rent of **Singapore Dollars One Hundred Eleven Thousand Eight Hundred Forty-Three and Cent Twenty Seven Only (S\$111,843.27)** for the three years (36 Months) payable in advance on the 1st day of each calendar month (hereinafter called "the Payment Date")

Provided that where the Commencement Date falls on a day other than the Payment Date the said monthly rent payable shall be pro-rated from and including the Commencement Date to and including the last day of the month immediately preceding the next payment date and thereafter the said monthly rent shall be paid on the Payment Date.





**SECURITY  
DEPOSIT**

2. On or before the signing of this Lease the Tenant shall in lieu of a deposit furnish to the Landlord a banker's security for a sum not exceeding **Singapore Dollars One Hundred Eleven Thousand Eight Hundred Forty-Three and Cent Twenty Seven Only (S\$111,843.27)** as security for the due performance and observance by the Tenant of all and singular the stipulations conditions and covenants on the part of the Tenant herein contained and the said banker's security shall be cancelled on the expiration of this Lease less any deductions for loss or damage due to non-performance of non-observance of the Tenant's conditions and covenants herein.
- 2.1 If the Tenant shall fail to observe or perform any of its obligations and agreements herein contained the Landlord may at its option call on the banker's security and apply an amount not exceeding the guarantee or any part thereof, whichever is the lesser, to compensate the Landlord for its loss or damage or provide for any contingent liability incurred by the Landlord arising from the breach of any of the obligations and agreements on the part of the Tenant to be observed and performed.
- 2.2 Any appropriation by the Landlord of the said banker's security herein shall not be deemed to be a waiver by the Landlord of any non-payment, non-observance or non-performance on the part of the Tenant and shall not preclude the Landlord from exercising any of its other rights and remedies herein.
- 2.3 In the event that the Landlord calls for and apply the banker's security, the Tenant shall immediately issue a further guarantee to restore the security in lieu of deposit amount stated in Clause 2.
- 2.4 The Tenant shall not be entitled to off-set any rent and/or any service charge against all or any part of the said banker's security.
- 2.5 In the event HDB does not grant its consent or approval to this lease or to any subsequent renewals or to the continuation of this lease (provided always that any such refusal or disapproval shall not be due to any act or omission or default of the tenant), then the banker security shall be cancelled and returned to the Tenant (free of interest) less any deductions for loss or damage (if any) due to the non-performance or non-observance of the Tenant's stipulations, conditions or covenants herein.

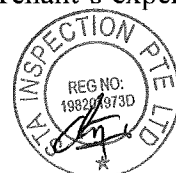






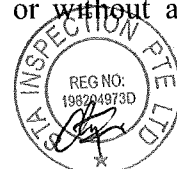
**TENANT'S  
COVENANTS**

3. The Tenant HEREBY COVENANTS with the Landlord as follows:-
  - 3.1 To pay the monthly rent as specified aforesaid at the time and in the manner stipulated without any deduction or set off whatsoever.
    - 3.1.1 To pay any goods and services tax or any other taxes levies or charges whatsoever now or hereafter required by the law to be paid on or in respect of the monthly rent or any sums payable to the Landlord or any other matters under or relating to this Lease in addition to all other sums payable to the Landlord under this Lease such payment to be made together with the payment of the monthly rent or of the sums payable to the Landlord or at such time as may be required by law as the case may be provided that the Landlord shall first supply the Tenant with the Tax Invoices applicable evidencing such due payment.
    - 3.1.2 To pay interest at the rate of ten percent (10%) per annum calculated from day to day upon all rent or other moneys due to the Landlord under the provisions of this Lease which remain outstanding for eighteen (18) days after the same shall have become due (whether any formal or legal demand therefore shall have been made or not) commencing from the nineteenth (19th) day up to the date on which such moneys are paid to the Landlord. The Landlord shall be entitled to recover such interest from the Tenant as if such interest were rent in arrears.
  - 3.2 To install and pay all charges in respect of the provision of telecommunication services separately supplied to the Premises and all other charges and impositions imposed by Singapore Telecommunications Limited or any other appropriate authority for the supply of any service or utility separately supplied to the Premises.
  - 3.3 All or any water and electricity meters or sub-meters installed in and or for the use of the premises shall be at the Tenant's expense and the Tenant shall be liable for and pay all fees in respect of the Premises for water and electric light power thereto as shown on the meters or sub-meters.
  - 3.4 Any replacement of light fittings installed in and or for the use of the premises shall be at the Tenant's expense.





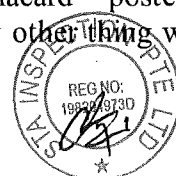
- 3.5 At all times during the term hereby created to comply with such requirements as may be imposed on the Tenant by any legislation now or hereafter in force and any orders rules regulations requirements and notices thereunder.
- 3.6 To use the Premises for vehicle inspection, workshop and/or vehicle related activities (including without limitation emission testing) only including an office area (as designated) and for no other purpose Tenant shall not use or permit to be used the Premises for any purpose, dealing or business undertaking that is or may be in competition with the Landlord, unless otherwise approved in writing by the Landlord.
- 3.7 To keep the interior of the Premises including all floors doors windows glass locks fastening sanitary and water apparatus and all fixtures and fittings relating thereto clean and in good and tenantable repair and condition (fair wear and tear and damage by fire tempest earthquake flood explosion and any act of God or cause not attributable to the neglect or default of the Tenant excepted) and to yield up the same in such repair and condition to the Landlord on determination of the term hereby created.
- 3.8 Not to do or permit or suffer to be done upon the Premises anything which may be unlawful or a nuisance or annoyance to the Landlord or the occupiers of the Building or of adjoining or adjacent property.
- 3.9 Not to transfer sub-let or assign or part with the Premises or any part thereof or permit any other party or person by way of a licence or otherwise to occupy the Premises or any part thereof at anytime during the term hereby created without the Landlord's consent, such consent shall not be unreasonably withheld.
- 3.10 Not to place or store any goods or things upon obstruct litter or make untidy any parts of the Premises and the Building which are used in common with the Landlord and the Landlord's other tenants invitees and licensees.
- 3.11 Not to cover or obstruct or permit to be covered or obstructed in any manner or by any article or thing (other than approved by the Landlord) the windows sky-lights or ventilating shafts or air-inlets or outlets which reflect or admit light or enable air to flow into or out of the Premises or any part of the Building.
- 3.12 To permit the Landlord its agents or servants with or without workmen and others and with or without appliances and/or





material from time to time at all reasonable times of the day by prior appointment to enter upon the Premises or any part thereof and to view inspect and test the condition thereof or make such investigations as the Landlord may reasonably deem necessary and to do such works and things as may be required or any repairs rectifications alterations or improvements to the Premises or any part or parts of the Building and forthwith to repair amend and make good in proper and workmanlike manner any defects for which the Tenant is liable and of which a written notice shall be given to the Tenant or left on the Premises and to pay the Landlord's reasonable cost of survey or otherwise in respect of the preparation of any such notice and if the Tenant shall not within such period of time as required by the Landlord proceed diligently with the execution of such repairs rectifications or works then the Landlord may enter upon the Premises and execute such repairs rectifications or works and the reasonable cost thereof shall be a debt due from the Tenant to the Landlord and shall be paid by the Tenant to the Landlord within seven (7) days of the Landlord notifying the Tenant of the amount thereof.

- 3.13 Not to make or permit to be made any works alterations in or additions to the Premises or any part thereof or the fixtures and fittings therein without having first obtained the written consent of the Landlord (which consent shall not be unreasonably withheld) and the relevant authorities and in the event of such consent being given to carry out at the Tenant's own cost and expense such alterations or additions.
- 3.14 Not to permit any auction to take place on the Premises.
- 3.15 Not to permit or suffer to be done anything whereby the policy or policies of insurance on the Building 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 Landlord all sums paid by the Landlord by way of increased premium and all costs and expenses incurred by the Landlord in or about the renewal of such policy or policies rendered necessary by a breach or non-observance of this Lease.
- 3.16 Not to do or suffer to be done in or upon the Premises or any part thereof anything of an illegal or immoral nature.
- 3.17 Not to affix paint or otherwise exhibit or permit to be affixed painted or otherwise exhibited upon any part of the Premises any sign announcement placard poster advertisement nameplate flag flagstaff or any other thing whatsoever on the





exterior of or projecting from the Premises or on the windows or doors thereon or in or about any part of the Building except such as shall be approved in writing by the Landlord such consent not to be unreasonably withheld.

- 3.18 To observe perform and comply with all reasonable requests and directives given by the Landlord relating to the use of the areas outside the Premises accessible to the other occupants of the Building the public and/or the Tenant movement and control of personnel and vehicles and other matters which in the opinion of the Landlord are conducive to the proper enjoyment of the Building by the Landlord the Tenant and/or all persons authorised by the Landlord and/or other occupants of the Building.
- 3.19 To permit the Landlord the three (3) months immediately preceding the determination of the term hereby created to affix and retain without interference upon part of the Premises a notice for reletting or selling the same and during the said three (3) months to permit persons with written authority from the Landlord or its agent at reasonable times of the day by appointment to view the Premises.
- 3.20 To comply with all environmental policies and requirements of the Landlord as may be stipulated from time to time in respect of all activities to be carried out by the Tenant within the Premises or the Building or pursuant to this Lease including matters relating to the disposal of debris and waste.
- 3.21 To clean and keep in good repair the toilets situated within the leased Premises that are exclusively for the use of the Tenant and its employees and invitees. The tenant shall at its own cost and expense keep clean and maintain the toilets, toilet's fittings and accessories found within the premises.
- 3.22 To indemnify and keep indemnified the Landlord from and against:-
  - 3.22.1 All claims demands actions suits proceedings orders damages costs losses and expenses of any nature whatsoever which the Landlord may suffer or incur in connection with the loss of life personal injuries and or damage to property arising from or out of any occurrences in upon or at the Premises as a result of the negligent use of the Premises or any part thereof by the Tenant or by any of the Tenant's employees independent contractors agents invitees or licensees.







3.22.2 All loss and damage to the Premises the Building and to all property therein negligently caused directly or indirectly by the Tenant or the Tenant's employees independent contractors agents invitees or licensees and in particular but without limiting the generality of the foregoing caused negligently directly or indirectly by the use or misuse waste or abuse of water gas or electricity or faulty fittings or fixtures of the Tenants.

3.23 On the expiration or sooner determination of this Lease to deliver up vacant possession of the Premises with the fixtures thereto (other than such trade fixtures and fittings as shall belong to the Tenant) in good and tenable repair and condition (fair wear and tear excepted) to the Landlord together with the keys to the Premises and all doors therein. All damage done to the Premises by removal of any of the Tenant's trade fixtures and fittings shall be made good by the Tenant on or prior to the expiration of the term hereby created and in the event the Tenant fails to do so the Landlord shall make good all such damage.

3.24 All costs reasonably incurred by the Landlord in making good such damage caused in consequence thereof shall be paid by the Tenant to the Landlord within fourteen (14) days of the Landlord notifying the Tenant of the amount thereof.

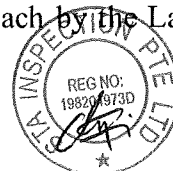
**HOUSING &  
DEVELOPMENT  
BOARD'S  
CONDITION**

4. The Tenant hereby acknowledges that the Tenant is aware that the Landlord is a lessee of the Housing & Development Board and has been apprised of all the terms covenants conditions reservations and stipulations of the lease or sub-lease to be entered into between the Landlord and the Housing & Development Board.

4.1 The Tenant hereby further covenants with the Landlord that:-

4.1.1 The Tenant shall permit the Housing & Development Board or their servants or agents with or without workman tools and equipment during the term hereby created at all reasonable times of the day by prior appointment to enter upon the Premises and every part thereof to examine the state and condition of the same and of defects decays and wants of reparation and of all breaches of covenant there found.

4.1.2 The Tenant shall not wilfully cause or do or suffer to be done any act or thing which may as between the Landlord and the Housing & Development Board constitute or cause a breach by the Landlord of any of



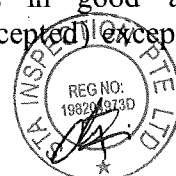


the terms covenants conditions reservations or stipulations on the part of the Landlord to be observed or performed by virtue of the lease or sub-lease to be entered into between the Landlord and the Housing & Development Board but shall do or permit to be done any act of thing to comply with or to prevent a breach of any such terms covenants conditions reservations or stipulations with no liability on the part of the Housing & Development Board or its servants or authorised agents with or without workman tools and equipment to enter upon the Premises to do any act or thing which the Housing & Development Board is entitled to do by virtue of the said lease or sub-lease or of any laws by-laws rules or regulations.

4.1.3 In the event that the Housing & Development Board at any time before the expiry of the term hereby created gives notice in writing requiring that this Lease be terminated or becomes entitled to and re-enters the Premises or any part thereof, then this Lease shall upon the expiry of the said notice or upon the said re-entry absolutely determine without prejudice to any rights and/or remedies which have accrued to either party against the other under this Lease and without the Housing & Development Board being liable for any inconvenience loss damages compensation costs or expenses whatsoever. For avoidance of doubt, Landlord shall bear no liability whatsoever to the Tenant arising from such termination.

**LANDLORD'S COVENANTS**

- 5. The Landlord HEREBY COVENANTS with the Tenants as follows:-
  - 5.1 The Tenant paying the rent hereby reserved and performing and observing the several covenants and conditions herein contained and on the Tenant's part to be observed and performed shall peaceably hold and enjoy the Premises during the term hereby created without any interruption by the Landlord or any person rightfully claiming under or in trust for the Landlord.
  - 5.2 To pay all property tax rates assessments taxes and quit rents in respect of the Building or any part thereof other than those herein covenanted to be paid by the Tenant.
  - 5.3 To keep the main structure outside walls and roofs of the Building and the amenities intended for the use of the occupants of the Premises in good and proper repair (reasonable wear and tear excepted) except as regards repairs





for which the Tenant is liable under the foregoing stipulations on the Tenant's part).

- 5.4 To keep insured the Building from and against the loss and damage by fire or such other risks as the Landlord may deem fit to cause all moneys received by virtue of any such insurance to be forthwith laid out in the rebuilding and reinstating of the Premises so that the same shall be in no worse state and condition than they were at the time of their being damaged and to produce for inspection if called upon so to do to the Tenant the Insurance Policy.
- 5.5 To permit the Tenant with the prior written consent of the Landlord and at the Tenant's own expenses to affix exhibit erect paint or permit or suffer to be affixed exhibited erected painted on or upon any part of the exterior of the Premises including common corridors or passageways or the windows or any part of the Building any name-plate signboard placard poster banner or advertisement material as an indication of the Tenant's business or announcement provided that the same shall not contravene any statute bye-laws or regulations which may render or expose the Landlord to any fire or forfeiture by reason thereof.
- 5.6 Any additional car-park lot requested for by the Tenant shall be subject to availability and to adjustment of rental or such other fees as the Landlord may reasonably impose payable in advance together with the said monthly rent and the said service charge.
- 5.7 To keep the common areas entrances staircases landings and passages leading to and from the Premises and other parts of the Building and the toilets in the Buildings (other than those to be maintained by the Tenant) and the lifts and other common facilities in good repair as well as sufficiently lighted as considered necessary in the absolute discretion of the Landlord.
- 5.8 To provide a security system for the reasonable protection of the Building (but not so as to render the Landlord liable for any loss and/or damage sustained by the Tenant). The Tenant shall comply with such security measures as may be reasonably required from time to time by the Landlord.
- 5.9 To maintain air-conditioning to the office areas on the mezzanine and first floors of the Premises. In an event shall the airconditioning unit have reach the end of the lifespan. Tenant is responsible to replace the unit at their own cost.





5.10 In the event that the Landlord amalgamates or is controlled or taken over by a competitor of the Tenant, the Tenant shall be entitled on giving the Landlord three month's notice to terminate this lease without any penalty whatsoever and then immediately on the expiration of the notice the present term and this lease shall cease and be void and the Tenant released from its obligations hereunder, but without prejudice to the Tenant's right to refund of the deposit paid under Clause 2 and without prejudice to the rights and remedies of either party against the other in respect of any antecedent claim or breach.

**TERMINATION**

6. PROVIDED ALWAYS and it is hereby agreed and declared that if any one or more of the following events shall occur that is to say:-

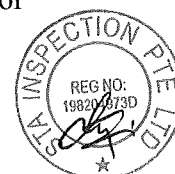
6.1 If the rent hereby reserved or any other moneys payable by the Tenant hereunder or any part thereof shall at any time be unpaid for thirty (30) days after becoming payable (whether any formal or legal demand therefore shall have been made or not);

6.2 If the Tenant shall default in the due observance and performance of any undertakings terms or covenants on the Tenant's part to be performed and observed hereunder (other than the payment of the rent aforesaid) and where such default is capable of being remedied no steps have been taken by the Tenant to remedy the same within a period of fourteen (14) days after receipt of the Landlord's written notice giving the full particulars of the default and requiring the same to be remedied;

6.3 If the Tenant shall be struck off the Registry of Companies and Businesses and shall have failed within a period of fourteen (14) days thereafter to cause and procure itself to be restored to the Registry of Companies and Businesses;

6.4 If the Tenant shall go into involuntary liquidation or a receiver or manager shall have been appointed of its undertaking property or assets or any part thereof. For the avoidance of doubt it is hereby declared that if the Tenant goes into voluntary liquidation for the purposes of amalgamation or reconstruction and not with a competitor of the Landlord, the Landlord shall not enforce any rights under this sub-clause;

6.5 If the Tenant shall make any assignment for the benefit of the Tenant's creditors or enter into any agreement or make any arrangement with the Tenant's creditors for liquidation of the Tenant's debts by composition; or







6.6 If any distress or execution is levied or enforced upon or against any part of the property or assets of the Tenant and is not discharged or paid off within fourteen (14) days thereafter it shall be lawful for the Landlord at any time thereafter to re-enter upon the Premises or any part thereof in the name of the whole and thereupon the term hereby created shall forthwith and absolutely cease and determine but without prejudice at any time to any right of action of the Landlord in respect of unpaid rent or any antecedent breach of the Tenant's covenants herein contained. Further, in such event, the Landlord shall have the right to remove or otherwise dispose of any property from the Premises as it deems fit at the cost of Tenant if Tenant does not so remove them upon Landlord's notice.

**OPTION TO RENEW**

7. Subject to Clauses 4.1.3 and 7.1 the Landlord will on the written request of the Tenant made not less than three (3) calendar months before the expiration of the term hereby created and if there shall not at the time of such request and also at the time of expiry of this Lease be any existing breach or non-observance of any of the covenants and conditions herein contained and on the part of the Tenant to be observed or performed at the expense of the Tenant grant to the Tenant a lease of the Premises for a further term of three (3) years from the expiration of the term hereby created ("the Further Term") at a revised rent which shall be mutually agreed (but it is agreed that any increase in the monthly rent shall not exceed 5% of the monthly rent set out in Clause 1) upon the same covenants and conditions herein contained with the exception of this provision for renewal. In the event of any dispute there shall be no Further Term granted to the Tenant.

7.1 The Further Term to be agreed upon is subject to the Housing & Development Board's consent being obtained for the same.

**DISRUPTION OF USE**

8. If the Premises or any part thereof shall at any time during the term hereby created be destroyed or damaged by fire (unless the fire results from act or default of the Tenant in consequence whereof payment of insurance shall be refused) lightning tempest or Act of God the following provisions shall have effect that is to say:-

8.1 If the Premises shall become totally unfit for use by the Tenant then the rent payable hereunder shall cease to be payable during the period whilst the Premises are so unfit for occupation or use;





8.2 If the Premises whilst not being rendered unfit for use by the Tenant is nevertheless damaged to such an extent that the Tenant is inconvenienced or interfered with in the full and proper enjoyment of the Premises then the rent payable hereunder shall be reduced by a fair just and rateable proportion having regard to the extent of the damage and the interference and inconvenience caused to the Tenant and the Landlord shall with all convenient speed forthwith commence the reconstruction and repair of the Premises and shall apply for and towards that purpose all or any insurance money received in that behalf as soon as reasonably possible. Provided that if the Premises shall still be unfit for use by the Tenant within thirty (30) days after it has been so damaged then either party shall be at liberty at any notice in writing to the other to determine the term hereby created and upon such notice being given the term hereby created shall absolutely cease and determine but without prejudice to any right of action of either party hereto in respect of any antecedent breach of this agreement by the other party.

**SERVICE OF NOTICES**

9. Any notice required to be served hereunder shall be sufficiently served on the Tenant if left addressed to it on the Premises or forwarded by registered post to its last known registered office and shall be sufficiently served on the Landlord if addressed to it and sent by registered post to its last known registered office and a notice sent by post shall be deemed to be given at the time when it ought in due course of post to be delivered at the address to which it is sent.

**COSTS FEES AND TAXES**

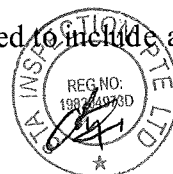
10. The Tenant shall bear all legal fees, stamp duties and any other documents to be prepared in pursuant to this Lease. The Tenant shall also be liable for solicitor and client costs in respect of any legal proceedings instituted by the Landlord against the Tenant in the enforcement of the provisions of this Lease.

10.1 The Tenant shall bear all sub-letting fees taxes costs and/or other sums payable to the Housing & Development Board and/or the relevant authorities in respect of this Lease.

**INTERPRETATION**

11. In the interpretation of this Agreement except to the extent that such interpretation shall be excluded by or be repugnant to the context when used herein:-

- a. "THE LANDLORD" shall include the successors and assigns of the Landlord;
- b. "THE TENANT" shall include its successors in title and permitted assigns;
- c. "person" shall be deemed to include a corporation; and





- d. Words importing the singular or plural number shall be deemed to include the plural or singular number respectively and words importing the masculine gender only shall include the feminine or neuter gender and vice versa as the case may require.





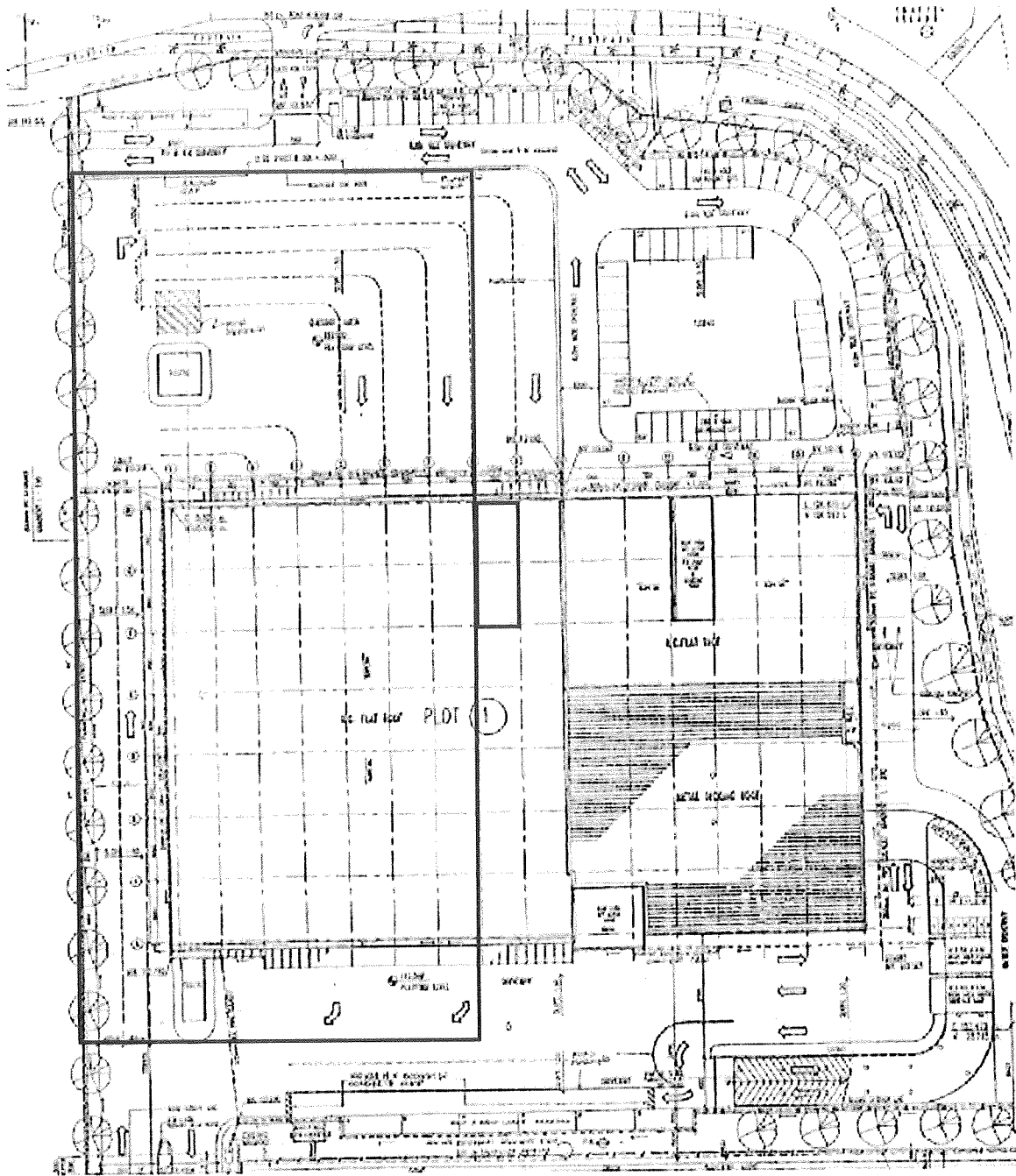
IN WITNESS WHEREOF the parties hereto have executed this Lease.

THE SCHEDULE ABOVE REFERRED TO

All that premises contained herein and more particularly edged in red on the plan annexed hereto.

| DESCRIPTION                  | FLOOR AREA    | RATE(PSF) | MONTHLY RENTAL      |
|------------------------------|---------------|-----------|---------------------|
| INSPECTION AREA              | 26,362        | \$2.369   | \$62,451.58         |
| QUEUING AREA                 | 36,663        | \$0.515   | \$18,881.45         |
| BASEMENT AREA                | 4,610         | \$2.06    | \$9,496.60          |
| WORKSHOP OFFICE              | 4,188         | \$2.06    | \$8,627.28          |
| OFFICE AREA ( M FLOOR)       | 4,519         | \$2.06    | \$9,309.14          |
| CONTAINER OFFICE<br>+ 3 LOTS | 1,493.80      | \$2.06    | \$3,077.22          |
| <b>TOTAL</b>                 | <b>77,836</b> |           | <b>\$111,843.27</b> |





**Note: Area highlighted in red is meant for illustration of lease area.**







SIGNED by ]

Name: **ANG WEINENG** ]

Title: **Chief Executive Officer** ]  
for and on behalf of the ]  
Landlord in the presence of:- ]

Yee Hon Wai ]  
VP Operation Development ]

SIGNED by ]

Name: **TAN PENG KUAN** ]

Title: **President** ]  
**Commercial Business** ]  
**ST Engineering Land Systems** ]  
for and on behalf of the ]  
Tenant in the presence of:- ]

Ang Tiong Ing ]  
General Manager ]

