[PROSPECT'S COMPANY LETTERHEAD]

LETTER OF INTENT

To: Singapore Sports Council ('SportSG')
(rebranded as "Sport Singapore" with effect from 1 April 2014)

1. In consideration of SportSG permitting us to participate in the bid for the lease/tenancy of the premises at [ ] ("**Premises**") for a period of [ ]("**Term**"), we hereby:

   a. offer to take a lease of the Premises ("**Offer**") on the term and conditions contained in the:

      (i) "Things to Note" section of the submission instructions, insofar as they relate to the terms of lease of the Premises ("**Submission Instructions**");
      (ii) the proposal submitted by us to SportSG and any clarifications and responses thereto ("**Proposal**");
      (iii) this Letter of Intent (this "**Letter**");
      (iv) the lease/tenancy Agreement (referred to in paragraph 2h below)("**Lease Agreement**"), together with such additional terms and conditions (if any) on account of our Proposal, as determined in SportSG's absolute discretion to safeguard SportSG's interests, as may be contained in the engrossed Lease Agreement (referred to in paragraph 2h below) prepared by SportSG for our execution.

      In the event of any inconsistency or conflict between the terms and conditions contained in the documents forming part of the Agreement (referred to in paragraph 2j below), the terms and conditions contained in the Lease Agreement shall prevail, followed by SportSG's Letter of Acceptance, this Letter, the Proposal, and the Submission Instructions.

   b. undertake and agree to pay SportSG a deposit ("**Deposit"**) of $[ ] being the equivalent of one (1) month's net rental (exclusive of any GST and service and conservancy charges payable). Subject to paragraph 3a of this Letter, in the event our bid is not accepted by SportSG, the Deposit will be refunded to us without interest.

2. If SportSG accepts our Offer and agrees to allocate to us the Premises, SportSG will issue a Letter of Acceptance ("**Letter of Acceptance**") to us. There shall be a binding agreement to lease ("**Agreement**") between SportSG and us constituted by SportSG's acceptance of our Offer and the Lease Agreement. We hereby undertake and agree further as follows:

   a. **Change of Use Approval:** If change of use approval is required for our proposed use of the Premises, the Agreement shall be conditional upon us obtaining before we enter into possession of the Premises or the commencement date (whichever is earlier) ("**Change of Use Deadline**") at our own cost and expense, change of use approval from the relevant authorities ("**Change of Use Approval**") for the Premises from the current permitted use to our proposed use as set out in our Proposal. We shall take all necessary steps to obtain the Change of Use Approval by the Change of Use Deadline and notify SportSG in writing by the Change of Use Deadline whether we have obtained the Change of Use Approval. The Agreement shall terminate and become null and void and be of no further effect and we shall not have any claim whatsoever against SportSG for any damage, loss or compensation arising from the lease of the Premises and/or the Agreement if Change of Use Approval is not obtained by us by the Change of Use Deadline. All sums paid by us to SportSG pursuant to the Agreement shall be refunded to us without interest ("**Refundable Sums**"), save for any stamp fees paid by us in respect of the Agreement.

In the event Change of Use Approval is granted for a period shorter than the Term, we shall on or before the expiry of the Change of Use Approval obtain renewal of the Change of Use Approval from the relevant authorities for the remaining unexpired portion of the Term at our own cost and expense. We shall not have any claim whatsoever against SportSG for any damage, loss or compensation arising from the lease of the Premises and/or the Agreement if we fail to obtain renewal of Change of Use Approval from the relevant authorities.

b. **Commencement Date**: Within 3 months after SportSG's notice in writing to us on successful award.

c. **Deposit**: The Deposit shall be retained by SportSG towards payment of rent for the first month of lease/tenancy. Any other applicable taxes, fees and/or charges including but not limited to GST and service and conservancy charges payable by us for the first month of tenancy shall paid immediately upon signing the Tenancy Agreement or within such other period as may be granted by the SportSG in its absolute discretion.

d. **As is where is basis**: To accept the Premises on a "as it where is basis".

e. **Rent**: The monthly rent for the Premises payable by us (exclusive of GST and service and conservancy charges) shall be [$].

f. **Fees and Charges**: We shall pay any and all other charges necessary for our use of the Premises (as determined by SportSG in its absolute discretion) as notified to us on or before signing the Lease Agreement.

g. **Floor Area Survey**: The determination of the area of the Premises by SportSG's surveyor shall be final, binding and conclusive.

h. **Lease:** We shall sign and return the engrossed Lease Agreement before the lease commencement date.

We have been informed and are aware that a sample copy of the Lease Agreement is available upon our written request to SportSG. All terms and conditions contained in the sample Lease Agreement provided to us are subject to change as provided under paragraph 1(a)(iv) of this Letter.

i. **Permitted Use**: To use the Premises only for the purpose as a [ ] (Insert Proposed Trade) and to be responsible for obtaining all necessary approvals, permits, and the like for the proposed trade and use at our own cost.

j. **Compliance with Agreement**: To comply with the terms and conditions of the Agreement comprising the (i) Submission Instructions, (ii) Proposal, (iii) this Letter, (iv) SportSG's Letter of Acceptance and (v) the Lease Agreement.

k. **Additional space/facilities**: If we have requested for the use of or access to additional space and/or facilities, the lease or licence for the use of, or access to, such additional space and/or facilities shall be subject to SportSG's approval on such terms and conditions to be mutually agreed and subject to the execution of such documents are required by SportSG.

l. **Participation in SportSG Initiatives:** We shall participate in any marketing programmes, promotional and such other activities that may require expansion of classes / services that would incorporate potential future initiatives with SportSG for the promotion of sports participation, upon terms to be mutually agreed between the parties.

3. Without prejudice to any other rights and remedies available to SportSG, in the event that (i) we withdraw our offer before an award is made, whether or not such award is made to us;

and/or (ii) we fail to observe or perform our obligations under paragraph 2 of this Letter, SportSG may, in its sole and absolute discretion:

a. forfeit or retain for its own benefit the Deposit; and/or

b. debar us from participating in future Government Tenders.

_____ _____
Authorized Signatory Date

_____
Name

_____
Designation

For and on behalf of

_____ _____
(Company Name and Chop) (Company Registration No)

Enc.