

TECHNICAL REQUIREMENTS, OTHER DUTIES OF THE LICENSEE

PART A - TECHNICAL REQUIREMENTS

Pursuant to clause 8.1 of the General Conditions, the Licensee shall observe and comply with the following requirements:

1. PLANT CAPACITY AND GROSS PLOT RATIO (GPR)

1.1 The Ready-Mix Concrete Batching Plant shall have a minimum production output as follows:

Plot ___ - _____ m³/hr

1.2 For the purposes of constructing the Ready-Mix Concrete Batching Plant, the maximum GPR for the Plot is 1.0.

2. DUST CONTROL MEASURES

2.1 The area traversed by vehicles, including the driveways leading into and out of the plant, the stockpile area and the weighing hopper area, should be paved with concrete that is able to withstand the imposed load for the operation.

2.2 Conveyor belts to be used for aggregate and sand should be effectively enclosed to ensure that dust is not blown off the conveyor during transit.

2.3 Coarse and fine aggregates weighing hoppers, receiving hoppers and stockpile storage shall be installed with 3-sided full height enclosure(s) and roof(s). An adequate number of water sprinklers shall be installed to minimise dust generation.

3. PROVISION OF RECLAIMER

The Licensee shall provide a reclaimer to facilitate efficient recycling of aggregates for the operations.

4. PROVISION OF WASHING BAY

The Licensee shall provide a properly designed and constructed washing bay and ensure that this washing bay will be well maintained at all times. The washing bay is for the effective washing of vehicles (e.g. washing of lorry tyres and undercarriages) before they leave the Premises, so as to ensure the cleanliness of

roads within _____, including the road immediately fronting the Premises. The Licensee shall also be responsible for cleaning up all deposits left by the vehicles on the above-mentioned roads. All water and silt from the wash bay should be channelled to a silt trap.

5. ROADS AND DRAINAGE

- 5.1 At his own cost, and in compliance with the requirements of the relevant authorities, the Licensee shall construct all necessary permanent culverts, means of access and roads to the Premises. The plans and specifications in respect of such works shall be submitted to all the relevant authorities and the Licensee shall not commence these works on site without obtaining the necessary approvals from the relevant authorities. Within one (1) month of the completion of such permanent culvert, means of access and roads, the Licensee shall remove any temporary crossing, and reinstate any roads, roadside kerbs, drains, turfing or the like that are damaged or dirtied by him, his servants, contractors, sub-contractors, or agents or their respective servants, to the satisfaction of the Licensor and other relevant authorities
- 5.2 At his own cost, the Licensee shall construct an internal drainage system including cut-off drain within the Premises, such as around the batching plant area, vehicle washing area, stockpile area, receiving hoppers and weighing hoppers area, etc. to the satisfaction of the Licensor to ensure effective channelling of surface water. All surface water collected shall be discharged into the sump pit and water collection tank for recycled use within the Premises. No water shall flow into adjacent properties. The plans and specifications in respect of such works shall be submitted to all the relevant authorities and the Licensee shall not commence these works on site without obtaining prior approval from the relevant authorities.
- 5.3 The Licensee shall comply with all the conditions imposed by the relevant authorities, including but not limited to the Public Utilities Board's requirements relating to the discharge into storm water drainage system and National Environment Agency's requirements relating to the mosquito breeding on site and environmental pollution control.
- 5.4 The Licensee shall enter and exit the Premises only by using existing driveways and through existing exit / entrance point(s). If there is no driveway leading to the Premises as at the date of this Agreement, the Licensee shall design and construct proper exit / entrance point(s) at the Premises and driveways leading from the existing road to the Premises at his own cost. The Licensee shall obtain the prior written approval for the location of the said driveways and exit / entrance point(s) from the relevant authorities and the Licensor and such approval shall be given at their sole discretion.

6. PROTECTION OF SHORES AND EMBANKMENTS

At his own cost, the Licensee shall take such steps and execute such works upon the Premises as may be necessary for the protection of shores and embankments (if any) and for the prevention of earth-slip erosion of soil and failure of slopes (if applicable) and expeditiously in a workman-like manner and to the satisfaction of the Licensor and other relevant authorities. The plans and specifications in respect of such works shall be submitted to all the relevant authorities and the Licensee shall not commence these works on site without obtaining prior approval from the relevant authorities.

7. ERECTION OF HOARDINGS

- 7.1 The Licensee shall erect a 2.4m high metal hoarding along the boundary of the Premises that is adjacent to the roads/driveways.
- 7.2 In the event that the adjacent premises or vacant land is not leased out by the Licensor, the Licensee shall erect fencing acceptable to the Licensor along the Premises boundary facing this adjacent premise.

8. TRIAL PITS

The Licensee shall carry out trial pits prior to the commencement of earthworks at the Premises, in the presence of the Licensor. The Licensee shall make arrangements with the Licensor regarding the date for the trial pits. There should be at least one trial pit of about 2 m depth in every 1,000m² of land area and the distance between trial pits should be about 30m. At the sole discretion of the Licensor, the depth (up to a maximum depth of 4 m) and numbers of trial pits may be increased. In relation to the depth of the trial pit, the Licensee shall make all the necessary preparations for his excavator to reach the required depth as may be instructed by Licensor. The Licensee shall submit two (2) copies of the trial pits report with colour pictures and descriptions of soil to the Licensor **within one (1) week from the date of the trial pits**. The Licensor is not bound by the trial pits results, and the Licensee will not be entitled to make any claim against the Licensor for damages or expenses of any kind by reason of or arising from the results of trial pits.

9. OTHERS

- 9.1 The Licensee shall confine all his construction works and activities to within the Premises. He shall not cause obstruction to other parties who may be working in the land(s) adjacent to the said Premises at the same time.
- 9.2 At his own cost, the Licensee shall, within one (1) month of the completion of the Works on the Premises and related civil works, reinstate any roads, roadside kerbs, drains, turfing and permanent culverts in and around the

Premises which may have been damaged or dirtied by the Licensee, his servants, contractors or agents or their respective agents to the satisfaction of the Licensor and the relevant authorities.

- 9.3 Except for the purpose of or in relation to the carrying out and completion of the Works, the Licensee shall not at any time before the completion of the Works and without the prior approval in writing of the Licensor and all relevant authorities:–
- (a) use or permit or suffer the Premises to be used for any other purpose, irrespective of the period or nature of such use; or
 - (b) erect or put up or permit or suffer to be erected or put up upon or within the Premises any structure.

PART B - OTHER DUTIES OF THE LICENSEE

Pursuant to Clause 10.1 of the General Conditions, the Licensee shall perform his Duties and observe and comply with the following requirements:

10. SUBMISSION OF DOCUMENTS, RECORDS AND REPORTS

- 10.1 The following documents shall be submitted to the Licensor before the commencement of operation of the Ready-Mix Concrete Batching Plants:
- a) A statement of the actual project construction cost,
 - b) Drawings of the as built building and/or structure drawings (including plans and elevation),
 - c) A copy of the Temporary Occupation Permit (TOP), and /or any license from the relevant authorities,
 - d) A copy of the Written Permission as defined under section 2 of the Planning Act.
- 10.2 The Licensee shall submit any other reports or records as and when requested by the Licensor during the Licence Period, including:
- a) Volume of concrete to be produced per month,
 - b) Average number of concrete mixer trucks deployed at the Premises per month.

11. MAINTENANCE, REPAIR AND CLEANLINESS

- 11.1 The Licensee shall at his own cost maintain the tidiness and good order of the Premises and the access roads at all times and ensure that all vehicles including the truck mixers shall be properly washed to avoid spillage of aggregates or wet concrete onto the road.
- 11.2 The Licensee shall ensure the watering and cleaning of the paved area regularly. The entire Premises should be kept clean and dust free. Spills and leaks must be contained and cleaned up immediately, before dust is generated. The Licensee shall also carry out regular cleaning and clearing of silts from the cut-off drains, and sump pit.
- 11.3 The Licensee shall at his own cost keep the interior and exterior of the Premises, including the gates, hoardings, boundary walls / fences or any structures thereto, in good repair and condition throughout the Licence Period. The Licensee shall take all reasonable measures and precautions to ensure that any damage, defect or dilapidation which has been or which will at any time be occasioned by fair wear and tear, will not give rise or cause or contribute to any damage or injury to the Premises.
- 11.4 The Licensee shall at his own cost maintain the access road within his Premises. In addition, he shall at his own cost maintain permanent culverts and road kerbs at the shaded area as shown in (Diagram 1.0). The Licensee shall also carry out repairs to potholes immediately during the Licence Period when such potholes arise. The repair shall comply with the technical specifications for road surfaces specified by the relevant authority and be to the entire satisfaction of the Licensor.

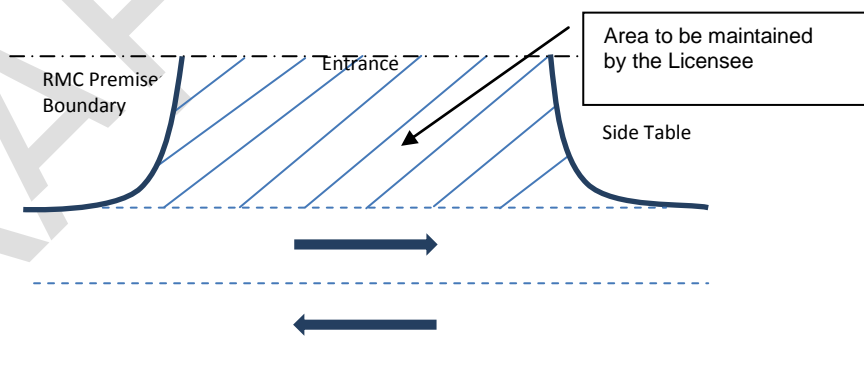


Diagram 1.0

- 11.5 The Licensee shall make good or have made good to the entire satisfaction of the Licensor, all the damage, defect or dilapidation of the Ready-Mix Concrete Batching Plant on the Premises howsoever caused at any time during the Licence Period and at the termination or expiry of the Agreement, provided always that the Licensor may at its option make good such damage, defect or dilapidation instead and collect such costs and expenses incurred by the Licensor from the Licensee as a debt.

- 11.6 The Licensee shall maintain the perimeter drain, cut-off drain, silt trap, sump pump, fencing and the turfed area within the sewer/perimeter drain reserve fronting the Premises in good condition, and to renew and replace from time to time such said perimeter drain, silt trap, sump pump, fencing and turfed area as may become or be beyond repair at any time during the Licence Period or at the determination of this Agreement.
- 11.7 The Licensee shall dispose of all debris and rubbish only at the dumping ground specified by the Licensor or the relevant authority.
- 11.8 The Licensee shall notify the Licensor immediately of any defect in the Premises which may give rise to any duty on the part of the Licensor, and the Licensee shall at all times display and maintain any notices that the Licensor may from time to time require the Licensee to display at the Premises.
- 11.9 The Licensee shall notify and produce immediately to the Licensor a copy of any notice, direction, or order that affects the Premises that is issued to or served on the Licensee by any relevant authority, and the Licensee shall without delay take all necessary steps to comply with such notice, direction or order.