

**THE GOVERNMENT OF THE REPUBLIC OF SINGAPORE
C/O BUILDING AND CONSTRUCTION AUTHORITY**

LICENCE AGREEMENT

THIS LICENCE AGREEMENT is made on the _____ day of _____ 2024
between

- (1) the **GOVERNMENT OF THE REPUBLIC OF SINGAPORE c/o BUILDING AND CONSTRUCTION AUTHORITY (BCA)** ("the Licensor") having its office at 52 Jurong Gateway Road, #11-01, Singapore 608550 of the first part, and
- (2) _____, a Singapore registered company having its registered address at _____, (hereinafter to collectively referred to as "the Licensee") of the second part.

WHEREAS:

- 1) The Minister for National Development has appointed BCA as the managing agent of **Pulau Punggol Aggregate Terminal** on behalf of the Government of the Republic of Singapore and in respect of matters to which this Licence Agreement pertains.
- 2) The Licensee has successfully been awarded for the licence to use the Premises (as defined below) at the monthly Licence Fee of **S\$_____** (exclusive of and subject to prevailing GST applicable at the time of payment) (the "**Licence Fee**") in accordance with the terms and conditions of this Licence Agreement.
- 3) By signing this Licence Agreement, the Parties accepts and agrees to be bound by all the terms and conditions of this Licence Agreement.

1. DEFINITIONS

1.1. In this Agreement, the words:-

- | | | | |
|-----|----------------------|---|---|
| (a) | "Approved Use" | - | shall have the meaning ascribed in Clause 8.1 of these General Conditions. |
| (b) | "Aggregate Terminal" | - | shall mean the Pulau Punggol Aggregate Terminal edged in red as shown in the Drawings which includes the Berthing/Mooring Area. |
| (c) | "Aggregates" | - | shall mean essential construction material as defined in section 27 of the Building and Construction Authority Act |

1999 and which have been unloaded from the barges at the Berthing Area.

- (d) " as shown" or "as indicated" - shall mean as shown or as indicated in the drawings or diagrams forming part of this Agreement.
- (e) "Berthing/Mooring Area" - shall mean the area in the Aggregate Terminal shaded in **yellow**, including the berths, the sea space and the mooring buoys as shown in the Drawings, which is to be used primarily for the mooring of vessels at the mooring buoys, the transhipment of Aggregates from vessels to barges and the unloading of Aggregates at the berths by barges.
- (f) "Berth Operator" - shall mean the person or persons, partnership, firm or corporation whose tender has been accepted by the Licensor to operate the berths at the Berthing/Mooring Area and includes the Berth Operator's legal personal representatives and permitted assigns, and where the context permits his servants and agents. The Berth Operator shall not, save as explicitly stated below, be an agent or servant of the Licensor.
- (g) "Control" - shall mean, with respect to a person (i) the right to exercise, directly or indirectly, at least 50 per cent of the voting rights attributable to the shares of the controlled person or (ii) the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such person.
- (h) "Drawings" - shall mean the drawings set out in **Appendix V**.
- (i) "Duties" - shall mean the obligations of the Licensee set out in **Clause 10** of these General Conditions and **Appendix I**.
- (j) " Foreign Workers " - shall mean foreign workers who are holders of work permits and/or employment passes issued by the relevant authorities under the provisions of the Immigration Act 1959 and / or the

Employment of Foreign Manpower Act 1990 and any rules and regulations made thereunder.

- (k) "Licence" - shall have the meaning ascribed in **Clause 3.1**.
 - (l) "Licence Agreement"- shall mean this Licence Agreement entered into by the Licensor and the Licensee and shall include **Appendix I, Appendix II, Appendix III, Appendix IV, Appendix V and Appendix VI**.
 - (m) "Licence Fee" - shall have the meaning ascribed in Recital (2) of this Licence Agreement.
 - (n) "Licence Period" - shall have the meaning ascribed in **Clause 3.1**.
 - (o) "Party" - shall mean either the Licensee or the Licensor. Collectively, they shall be known as Parties.
 - (p) "Premises" - shall mean the **Plot** _ set aside within the Aggregate Terminal to be used for the storage of Aggregates, more particularly shown shaded in **green** on the Drawing "**Layout of Aggregate Storage Plots**", and comprising an approximate land area of **sqm**.
 - (q) "Works" - shall mean the works referred to in **Clause 12.1**.
- 1.2. Words importing one gender include all other genders, and words importing the singular include the plural and vice-versa where the context requires.
- 1.3. The section headings and clause headings in this Agreement are for reference and the convenience of the Parties only. These headings do not define, limit or change the meaning, interpretation and scope of any of the clauses.
- 1.4. Unless stated otherwise, references to Appendices, Clauses, paragraphs and Schedules are to appendices, clauses and paragraphs of, and schedules to, this Licence Agreement.
- 1.5. Where the Licensee consists of 2 or more entities who have submitted the Tender jointly to the Licensor, each and every term and condition in this Licence Agreement shall apply to each entity and each such entity

shall be jointly and severally liable to the Licensor in respect of all obligations and liabilities of the Licensee under this Licence Agreement.

2. LICENCE AGREEMENT

2.1. The Licence Agreement shall be effective from and commence on the date of the execution of this Licence Agreement by the Licensor.

3. SCOPE OF LICENCE

3.1. GRANT OF LICENCE

The Licensor hereby grants the Licensee, and the Licensee hereby accepts from the Licensor, a licence for the non-exclusive occupation and Approved Use of the Premises in accordance with the terms and conditions contained in the Licence Agreement (the "**Licence**") from _____ to _____, both dates inclusive (the "**Licence Period**"). The Licence shall not create or be deemed to create a tenancy in favour of the Licensee or give the Licensee as against the Licensor the exclusive right to the occupation of the Premises.

3.2. MANAGEMENT & OPERATION

The Licensee agrees to manage and operate the Premises for the purposes of the Approved Use and in accordance with the terms of this Licence Agreement.

3.3. RENEWAL OF LICENCE – NOT APPLICABLE

4. RIGHT OF ENTRY & NOTICE OF RE-LETTING

4.1. The Licensee shall allow the Licensor and its employees, agents and sub-contractors with any necessary contractors and workmen, to enter the Premises, without restriction, at any time, for any purpose whatsoever including but not limited to the following:

- (a) to ascertain if the provisions of this Agreement have been observed and performed;
- (b) to inspect the state of repair and condition of the Premises;
- (c) to monitor the progress of, and to inspect the Works (as referred to in **Clause 12.1**) made on or to the Premises;
- (d) to carry out any work to adjoining property owned by the Licensor that cannot reasonably be carried out without access to the Premises, and any jointly used facility;

- (e) to carry out any work which the Licensor considers necessary or desirable to any part of the Premises;
 - (f) to take soil samples;
 - (g) to carry out land survey, structural survey, GFA survey and any other survey in respect of the Premises; and
 - (h) to exercise any right granted or reserved to the Licensor by this Licence Agreement.
- 4.2. Without prejudice in **Clauses 4.1, 10 and 13**, the Licensor may serve upon the Licensee a notice in writing specifying any breach of the terms of this Licence Agreement and require the Licensee forthwith to remedy such breach and if the Licensee shall not within **7 days** or any other timeframe stipulated by the Licensor after the service of such notice proceed diligently to remedy such breach, the Licensee is to permit the Licensor to enter upon the Premises so that the Licensor may take such steps as are necessary to remedy such breach and the Licensor shall recover all costs incurred thereby from the Licensee.
- 4.3 Where the Licensor deems it necessary in its absolute discretion, to carry out works (including building works as defined in the Building Control Act 1989 and street works and utility works as defined in the Street Works Act 1995) on any land surrounding the Premises, the Licensor and its employees, agents and sub-contractors with any necessary contractors and workmen shall be allowed to carry out such works and anything incidental or necessary to such works being carried out, including the closure of roads or pathways leading to and from the Premises and/or within the Premises, without any hindrance or obstruction by the Licensee provided always that the Licensor gives at least **2 weeks'** prior written notice to the Licensee of the Licensor's intention to commence such works. The Licensor shall not be liable to the Licensee for any loss or damage resulting from such works.
- 4.4 The Licensee shall permit the Licensor or its duly authorised agents, during the **6 months** immediately preceding the expiry of the Licence Period to affix and retain without interference upon the said Premises, a notice for re-letting the same and during the said **6 months** shall permit all persons with the written authorization of the Licensor or its duly authorized agents, at reasonable times upon prior appointment made, to view the Premises.

5 PAYMENT

5.1 LICENCE FEE AND OTHER FEES AND CHARGES

5.1.1 The Licensee shall pay the Licensor the **Licence Fee** for the Licence Period and such further term(s) as determined under **Clause 3.3**. Payments are to be made without demand on or before the **1st day** of each month during the Licence Period.

5.1.2 The Licensee may apply to the Licensor for the services provided by the Licensor as listed in **Appendix IV**. The Licensee shall pay promptly to the Licensor the relevant fees and charges for these services. The prevailing rates of the fees and charges as adjusted from time to time will be published on the website of the Building and Construction Authority at <https://www1.bca.gov.sg/regulatory-info/essential-construction-materials>, and upon such publication, the Licensee shall be deemed to have notice of the prevailing rates

5.1.3 The Licensee may apply to the Berth Operator for the services provided by the Berth Operator as listed in **Appendix IV**. The Licensee shall pay promptly to the Berth Operator the relevant fees and charges for these services. The prevailing rates of the fees and charges as adjusted from time to time will be published on the website of the Building and Construction Authority at www1.bca.gov.sg/docs/default-source/docs-corp-regulatory/aggregate-terminals/laappivstorage.pdf?sfvrsn=8ca15d11_2, and upon such publication, the Licensee shall be deemed to have notice of the prevailing rates. The Licensee shall abide by all the terms and conditions stipulated by the Berth Operator concerning the payment of the above charges. Without prejudice to the generality of Clause 38, the Licensor shall not be liable to the Licensee in respect of the services provided by the Berth Operator. In particular, the Licensee agrees that:-

- (a) draft measurements of the hull shall be taken for all barge shipments. The Licensee shall jointly determine the draft measurement together with the Berth Operator when notified and obtain the Berth Operator's concurrence on the measurement. The Licensee shall not claim for loss from the Licensor and/or Berth Operator, or dispute the measurement if the Licensee's representative did not attend the joint measurement as notified;
- (b) the weight of the Aggregates from each shipment shall be determined by the use of weighbridges at the Berthing/Mooring Area. In the event that weighbridges are not in operation for any reason whatsoever, the weight of Aggregates shall be determined jointly by the Berth Operator and the Licensee based on draft measurement of the barges as described in **Clause 5.1.3(a)**.

5.1.4 If the Berth Operator so requires, the Licensee shall pay the Berth Operator for:-

- (a) unclamping each vehicle owned or operated by the Licensee or his agents that has been wheel-clamped by the Berth Operator for parking at unauthorised locations within the Aggregate Terminal; and/or
- (b) each incident of washing of a vehicle owned or operated by the Licensee or his agents at unauthorised locations within the Aggregate Terminal.

The prevailing rates of the charges in this **Clause 5.1.4** as adjusted from time to time will be published on the website of the Building and Construction Authority at www1.bca.gov.sg/docs/default-source/docs-corp-regulatory/aggregate-terminals/laappivstorage.pdf?sfvrsn=8ca15d11_2, and upon such publication, the Licensee shall be deemed to have notice of the prevailing rates.

5.1.5 **NOT IN USE.**

5.1.6 **NOT IN USE.**

5.1.7 The Licensee shall be responsible for paying, and the Licensor shall not be liable to pay, all applicable existing and future charges, taxes (including property tax and Goods and Services Tax (“GST”)), assessments, outgoings and impositions which are now or which at any time during the Licence Period may be imposed or charged in respect of the Licensee's operations on the Premises or in relation to this Agreement to the relevant taxing authorities, statutory/regulatory authorities, and utilities/service providers. The charges shall include all charges for / relating to the connection and supply of water, electricity, gas, telecommunications and any water-borne sewerage systems, and other services consumed or used at or in relation to the Premises and all charges levied by the relevant authorities in respect of the Premises.

5.1.8 The Licensee shall pay to the Licensor on an indemnity basis all costs, and legal fees which the Licensor may incur in connection with the enforcement of the terms and conditions in this Licence Agreement.

5.1.9 The Licensee shall maintain a bank account in Singapore for the automatic electronic deduction of the Licence Fee and any other charges or fees payable under this Licence Agreement.

5.2 INTEREST ON LATE PAYMENT

- 5.2.1 If the Licence Fee or any part thereof, or any other monies (including the amount of GST payable) due to the Licensor under this Agreement remains unpaid by the Licensee after the same is due (whether any formal demand thereof is made or not), the Licensee shall pay to the Licensor, interest based on the prevailing Late Payment Interest Rate(s) (as defined in **Clause 5.2.2**) applicable to such outstanding monies at any time, from the date such monies fall due for payment until the date of actual payment (both before and after judgment (if applicable)) subject always to a minimum interest charge of **S\$3.00**, and such interest shall be recoverable from the Licensee as if the same was Licence Fee in arrears.
- 5.2.2 The "Late Payment Interest Rate(s)" shall mean the prevailing interest rate(s) as prescribed by the Government from time to time to be applicable and chargeable on any overdue payment.

6 SECURITY DEPOSIT

- 6.1 Subject to Clause 6.6 below, the Licensee shall before the commencement of the Licence Period:-
- (a) deposit free of interest with the Licensor a sum equivalent to three **(3) months' of Licence Fee** by way of bank transfer to BCA Bank Account as below:
Account name: Building and Construction Authority
Account type: DBS Current Account
Bank Code: 7171
Account number: <001-049019-2>
DBS Swift Code: DBSSSGSG
;or
 - (b) provide the Licensor with a guarantee issued by a participating financial institution under the eGuarantee@Gov programme meeting the requirements set out in **Part 1 of Appendix III**; or
 - (c) provide the Licensor with an "on demand" Banker's Guarantee in the form attached at **Part 2 of Appendix III** or such other form acceptable to the Licensor for an equivalent amount and issued by an institution acceptable to the Licensor; or
 - (d) provide the Licensor with an insurance performance bond/guarantee in a form acceptable to the Licensor for an equivalent amount and issued by an institution acceptable to the Licensor; or

- (e) where the three **(3) months' Licence Fee** does not exceed Singapore Dollars Three Hundred Thousand (\$300,000.00), a guarantee from a finance company acceptable to the Licensor for the equivalent amount in a form acceptable to the Licensor;

to be held by the Licensor as security (the sum deposited or secured shall hereinafter be called "the Security Deposit") for due performance by the Licensee of each and every liability and/or obligation owing by the Licensee to the Licensor, whether of a contractual or tortious nature and whether arising under this Agreement or otherwise (and including instances where the Licensor sustains any loss or damage or incurs any expense as a result of the Licensee's failure of due performance). In the event of such failure of due performance, the Licensor shall be entitled to apply the whole of the Security Deposit or part thereof in satisfaction of any liability incurred by the Licensee as a result, in any manner as the Licensor deems fit, without prejudice to the Licensor's rights to claim for loss, expense, costs or and/or damages in excess of the amount of the Security Deposit from the Licensee. The Licensor shall be entitled to claim the difference from the Licensee if the Security Deposit is insufficient for such purpose.

- 6.2 The cost of obtaining and maintaining such Security Deposit shall be borne by the Licensee.
- 6.3 The Licensee shall ensure that the Security Deposit remains effective until 90 days after the completion of all the Licensee's obligations under the Licence Agreement.
- 6.4 In the event that the Licensee's obligations under the Licence Agreement are unlikely to be completed before the expiry date of the Security Deposit, the Licensee shall without demand, secure its renewal or obtain a new Security Deposit for the same amount and on the same terms as the expiring Security Deposit but with a validity period ending not less than 90 days after the estimated date of completion of all the Licensee's obligations under the Licence Agreement, and deliver the same to the Licensor. If such renewal or new Security Deposit is not deposited with the Licensor at least 30 days before the expiry date of the expiring Security Deposit, the Licensor shall have the right to call on the expiring Security Deposit.
- 6.5 Subject to the satisfactory performance of the Duties and other obligations of the Licensee throughout the Licence Period and the final resolution of any dispute between the Licensee and the Licensor arising under this Licence Agreement, the Security Deposit or the recoverable balance thereof shall unless otherwise agreed, be returned to the Licensee, without interest, within **90 days** from the termination or expiry of this Licence Agreement or within **90 days** from the final resolution of any dispute between the Licensee and the Licensor arising under this Licence Agreement, whichever is later.

- 6.6 If the Security Deposit is not duly furnished before the commencement of the Licence Period or such later date as may be allowed by the Licensor in writing but no later than 14 days from the date of commencement of the Licence Period or on demand as the case may be, this Licence Agreement shall, at the election of the Licensor, be terminated under **Clause 13.2** PROVIDED THAT such election does not prejudice any other right or remedy the Licensor may have against the Licensee, and PROVIDED THAT the Licensor shall not be liable to the Licensee in respect of anything already done or furnished by the Licensee. Any expenses arising from the Licensee's failure to comply with this Clause 6 shall be borne solely by the Licensee.
- 6.7 If any part of the Security Deposit is applied by the Licensor as provided in **Clause 6.1**, the Licensee shall, within **14 days** after the Licensee's receipt of the Licensor's written notice, furnish a banker's guarantee or insurance performance bond/guarantee for that amount, so that the Security Deposit shall at all times be equal to the Security Deposit amount provided for in **Clause 6.1** above.

7 INSURANCE

- 7.1 Without prejudice to his liability to indemnify the Licensor pursuant to any provision in this Licence Agreement, the Licensee shall keep himself insured against any liability, loss, claim or proceedings whatsoever arising under any statute or at common law in respect of:
- 7.1.1 any personal injury to or the death of any person, howsoever arising out of or in the course of or by reason of or otherwise in connection with the performance of this Licence Agreement (which shall include without limitation any construction of any building and structures including additions and alterations made and any improvement works made thereto that are undertaken by the Licensee) or breach of the terms of this Licence Agreement or the execution of the Duties or any act or omission of the Licensee, his agents or servants;
- 7.1.2 any injury or damage whatsoever to any property real or personal in so far as such injury or damage arises out of or in the course of or by reason of or otherwise in connection with the performance of this Licence Agreement (which shall include without limitation any construction of any building and structures including additions and alterations made and any improvement works made thereto that are undertaken by the Licensee) or breach of the terms of this Licence Agreement or the execution of the Duties or any act or omission of the Licensee, his agents or servants; and

- 7.1.3 any accidental loss of or damage to any property real or personal in or on the Premises in so far as such loss or damage arises out of or is caused by any fire or theft.
- 7.2 Without limiting Clause 7.1, the Licensee shall before the commencement of the Licence Period, or such later date as may be allowed by the Licensor in writing but no later than fourteen (14) days from the date of commencement of the Licence Period, procure the policies required under this **Clause 7** including the following policies.
- 7.2.1 Public Liability Policy of Singapore Dollars One Million (S\$1,000,000.00) limit per claim in the joint names of the Licensee and the "Government of the Republic of Singapore c/o Building and Construction Authority"; and
- 7.2.2 Fire insurance
- for the Licence Period. The Licensee shall deposit an original Public Liability Policy with the Licensor no later than 2 weeks from the date of commencement of the Licence Period. The Licensee shall provide the Licensor with a copy of the fire insurance and all other insurance required to be procured under this **Clause 7**.
- 7.3 The Licensee shall make all payments necessary for the purpose of such insurance on or before the day on which the same shall be payable. The Licensee shall, when required by the Licensor, produce to the Licensor the receipt for every payment made in respect of such insurance.
- 7.4 In the event that the Licensee shall at any time fail to maintain the insurance as aforesaid, the Licensor shall be at liberty to effect or maintain such insurance, and the Licensee shall be liable for the costs thereof and these costs will be recovered from the Licensee as a debt. Any costs arising from the Licensee's failure to comply with this Clause 7 shall be borne solely by the Licensee.
- 7.5 The Licensee shall not do anything which may result in the insurers refusing to pay the insured sums (entirely or partly) under any fire and other insurance policies taken out by the Licensee and / or the Licensor, or make any such insurance policies invalid or capable of being cancelled, or which may increase the premium payable by the Licensor on such policies.

8 APPROVED USE OF THE PREMISES

- 8.1 The "**Approved Use**" of the Premises means the storage of Aggregates at the Premises pursuant to the following activities, on condition that the Licensee complies with the Building and Construction Authority (Importers' Licensing) Regulations 2011:

- i. Berthing/mooring of barges/vessels owned or leased by the Licensee, and berthing/mooring of barges/vessels as directed by the Licensee at the Berthing/Mooring Area according to schedules to be devised by the Berth Operator;
 - ii. Unloading of Aggregates from the barges; and
 - iii. Conveyance of Aggregates from the Berthing/Mooring Area to the Premises only.
- 8.2 The technical, design and other requirements of the Premises shall comply with the specifications set out in **Appendix I**. Unless otherwise provided in this Licence Agreement, the Licensee shall not erect any building or structure or extension to any building or structure (whether temporary or permanent or otherwise), or erect or fix any sign or advertisement hoarding or the like, or carry out any repair, addition, alteration, redevelopment or construction works, on the Premises without the prior written consent of the Licensor.
- 8.3 Without prejudice to the generality of **Clause 9**, the Licensee shall obtain in his own name from the relevant authorities, and maintain at his own expense, all necessary licences for the use of the Premises and for his operations on the Premises. Such licences shall be produced on demand to the Licensor or any officer authorised by the Licensor. The Licensee shall commence his use of the Premises in accordance with the Licensor's instructions, and any costs incurred arising from the Licensor's instructions shall be borne in full by the Licensee.
- 8.4 The Licensee shall not permit or use the Premises for any form of gaming, gambling, unlawful meeting or unlawful activity.
- 8.5 The consumption, possession and sale of any prohibited substances on the Premises are prohibited. The prohibited substances will include but not be limited to all drugs controlled under the Misuse of Drugs Act 1973.
- 8.6 The Licensee shall not cause or permit to be caused any obstruction in or on the approaches to roads adjacent to or leading to the Premises by leaving or parking or permitting to be left or parked any motor vehicle or other carriages belonging to or used by the Licensee or by any of his employees, agents, and/or visitors.
- 8.7 For the avoidance of doubt, the Premises shall at all times be used solely for the Approved Use as set out in **Clause 8.1** and for no other purpose.

9 LICENSEE TO COMPLY WITH STATUTORY OBLIGATIONS

9.1 COMPLIANCE WITH LAWS

The Licensee shall at his own expense comply with all existing laws, regulations, by-laws and any other laws, regulations and by-laws which may come into force and as amended from time to time, including but not limited to the laws and regulations related to the following:

- (a) Traffic;
- (b) Anti-pollution;
- (c) Safety;
- (d) Health and environment;
- (e) Employment and labour;
- (f) Maritime, ports, harbours and waterways;
- (g) Immigration;
- (h) Customs and excise;
- (i) Work injury compensation; and
- (j) Workplace safety and health.

9.2 DEPARTURE FROM TERMS OF AGREEMENT

9.2.1 The Licensee shall comply with and give all notices required by any Act of Parliament, any instrument, rule or order made under any Act of Parliament, and any regulation or by-law of any statutory authority which is applicable to the Premises, the Duties, the services to which the Premises will be connected or related, or this Licence Agreement (collectively referred to as "Statutory Obligations").

9.2.2 In the event compliance with any Statutory Obligations requires the Licensee to conduct himself in a manner inconsistent with any terms in this Licence Agreement, the Licensee shall give to the Licensor written notice specifying and giving reasons for the intended conduct and identify the relevant Statutory Obligations and the Licensor may issue instructions in regard thereto.

9.2.3 If within **7 days** of having given the written notice in **Clause 9.2.2** above, the Licensee does not receive any written instructions in regard to the matters therein specified, he shall proceed with the intended conduct and such conduct shall not be a breach of the Licence Agreement.

9.2.4 The Licensee shall indemnify the Licensor against liabilities in respect of any fees or charges legally demandable under the Statutory Obligations insofar as such fees or charges are occasioned by the intended conduct under **Clause 9.2.2** above.

9.3 **ILLEGAL IMMIGRANTS AND EMPLOYMENT OF FOREIGN WORKERS**

- 9.3.1 The Licensee shall comply with the provisions of the Immigration Act 1959 and the Employment of Foreign Manpower Act 1990 and shall further ensure that no illegal immigrants or foreign workers without valid work permits shall be employed or permitted to be employed by him or any sub-contractor in the execution of any part of the Duties or the carrying out of any other obligations under this Licence Agreement. If any illegal immigrant or such foreign worker is found to be so employed, the Licensee shall be solely liable for any costs arising therefrom, including any penalties imposed upon the Licensee by any relevant authority and for all expenses and costs (including legal costs on an indemnity basis) incurred by the Licensor as a result of the Licensee's breach of this provision.
- 9.3.2 The Licensee shall notify the Licensor of any illegal entry of persons through the Premises immediately upon its occurrence, and shall take all necessary steps to rectify the situation.
- 9.3.3 The Licensee shall take all necessary action and precautions to ensure, in respect of persons of foreign origins, that only persons with proper entry permits issued by the Immigration & Checkpoints Authority ("**Authorised Foreign Persons**") are permitted to disembark from his barges and tugs, or barges and tugs under his control and pass through the Aggregate Terminal.
- 9.3.4 In the event that illegal entry of persons occurs or is permitted to occur, the Licensee is liable for any charges or penalties imposed by the Immigration and Checkpoints Authority, Singapore Customs, or any other relevant authority.
- 9.3.5 For the purposes of this **Clause 9.3**, "**illegal immigrants**" mean persons who have entered into the Republic of Singapore in contravention of the provisions of Section 6 of the Immigration Act 1959 or any statutory modification or re-enactment thereof.

9.4 **SMUGGLING**

- 9.4.1 The Licensee shall take all necessary actions and precautions to prevent smuggling and to ensure that no goods other than Aggregates are brought in or permitted to be brought in by his barges or barges under his control.

- 9.4.2 In the event that smuggling occurs, the Licensee shall be liable to any charges brought by the Immigration and Checkpoints Authority, Singapore Customs or any other competent authority and the Licensee shall indemnify the Licensor against all expenses and costs (including legal costs on an indemnity basis) incurred by the Licensor as a result of the Licensee's breach of this clause.
- 9.4.3 In the event that the Licensee needs to bring machinery, equipment and spare parts to his quarries overseas, the Licensee shall ensure that a written consent is obtained from the Maritime and Port Authority of Singapore (MPA) and a copy of the consent is sent to the Licensor.
- 9.4.4 The word "**smuggling**" shall mean the entry or exit, or the import or export, of goods and materials other than Aggregates through the Berthing/Mooring Area without permit from the MPA, Immigration & Checkpoints Authority, Singapore Customs or any other regulatory body or authority, and the Licensor's permission to carry out such acts.

10 LICENSEE'S OBLIGATIONS

10.1 DUTIES OF THE LICENSEE

The Licensee shall observe and perform all the conditions and obligations set out in this Licence Agreement.

10.2 CONDITIONS AFFECTING EXECUTION OF THE DUTIES

10.2.1 The Premises is licensed to the Licensee on an "as is where is" basis, and the Licensee shall accept the actual state and condition of the Premises in all respects as at the date of this Licence Agreement and as at the commencement of the Licence Period. The Licensor makes no warranties to and the Licensee shall be deemed to have satisfied himself with regard to all conditions relating to the Premises and the performance of his obligations under this Licence Agreement. Without prejudice to the generality of the aforesaid, the Licensee shall be deemed to have satisfied himself with regard to:-

- (a) the area of the Premises (notwithstanding **Clause 1.1(p)**);
- (b) the existing roads, seaways and other means of communication with and access to and from the Premises (including any lack thereof);

- (c) the location of all existing services (including electricity, water, gas, telecommunications, and water-borne sewerage services) and any lack of services to the Premises;
- (d) the contours of the Premises;
- (e) the current state of the Premises and its surrounding areas;
- (f) any risk of injury or damage to property on or adjacent to the Premises or to the occupiers of such property; and
- (g) the conditions under which the Duties, unloading and storing of Aggregates will have to be carried out, and any conditions that may affect any labour to be carried out on the Premises;

and generally to have obtained his own information on all matters affecting the Premises and the execution of the Duties. The Licensee shall also be deemed to have satisfied himself as to any need to locate the nearest existing services, and the need to make connections to these existing services including any need to install lead-in pipes or connections to electrical, telecommunications, water, water-borne sewerage and gas services, such connections to be made at the Licensee's own cost. All pipes and cables within the Premises must be laid underground. No overhead pipes or cables shall be allowed in the Premises.

10.2.2 The Licensee shall also be deemed to have satisfied himself as regards to possible interruptions to his operations due to the construction or repair of the access roads, berths, canteen and temporary lorry park in the Aggregate Terminal.

10.2.3 No claim whatsoever by the Licensee shall be made on the ground of any misunderstanding or misinterpretation or lack of investigation in respect of any such matters set out in this **Clause 10.2**. Without prejudice to the generality of the aforesaid, the Licensee shall not make any claim against the Licensor for any discrepancy between the actual area of the Premises as may be surveyed by the Licensee and the approximate area indicated in **Clause 1.1(p)** above. The Licensee shall not be released from any risks or obligations imposed on or undertaken by him under this Licence Agreement on the ground of any misunderstanding or misinterpretation or lack of investigation on his part or on the ground that he did not or could not foresee any matter which might affect or have affected the Premises or the execution of the Duties.

10.3 CO-OPERATION AND DUTY TO PROVIDE INFORMATION AND ASSIST IN INVESTIGATIONS

- 10.3.1 The Licensee shall give his full co-operation to the Licensor or its agents during any inspections of the Premises or its surrounding areas by providing accurate information on the activities within the Premises.
- 10.3.2 The Licensee shall give his full co-operation to the Berth Operator and the other licensees and carry out the Duties in such a manner as to avoid interference and/or delay to their operations.
- 10.3.3 Subject to **Clause 10.3.2** above, in respect of the unloading and conveying of Aggregates from the Berthing/Mooring Area to the Premises, the Licensee may operate for any number of hours as it sees fit, subject to the compliance with all the terms and conditions in this Licence Agreement, MPA Regulations, Manpower Regulations and any other laws, regulations, by-laws including any amendments or re-enactments of the relevant laws during the Licence Period.
- 10.3.4 The Licensee shall inform the Licensor upon it being aware of or has in any way been approached to participate in any activity prohibited under this Agreement or any other legislation, regulation or by-law, including but not limited to the activities mentioned in **Clause 9**.
- 10.3.5 The Licensee shall provide the Licensor with the necessary information on all its landing, storage and related activities including but not limited to commercial transactions made in connection with and/or arising out of the use of the Aggregate Terminal and the Premises upon the Licensor's demand for such information.
- 10.3.6 The Licensee shall also provide prompt and comprehensive assistance to the Licensor in any of its investigations concerning the Premises or its surrounding areas.

10.4 BCA'S TESTING REQUIREMENTS FOR IMPORTED AGGREGATES

- 10.4.1 The Licensee shall during the Licence Period render reasonable assistance to the Licensor as it may require and if so requested by the Licensor, which may include providing of manpower, machinery, and equipment, to facilitate the sighting and/ or collection of samples of Aggregates by the Licensor or its authorised representatives. These samples are from barges and vessels which berth/moor at the Aggregate Terminal, from trucks or any other form of conveyance or packaging that are directed by the Licensor to the Premises

for tests stipulated in the test requirements on the imported coarse and fine aggregates (details which are as posted or will be posted on the Building and Construction Authority's website and may be amended from time to time).

10.4.2 The Licensee shall comply with the latest / prevailing BCA test requirements for imported Aggregates (with details as posted / as may be posted on the BCA website) including but not limited to the requirements for the isolation of Aggregates and the disposal of Aggregates which have failed the test requirements.

10.4.3 In the event that the Licensee, his agents and/or servant fail to comply with the requirements under **Clause 10.4.1 and Clause 10.4.2**, the Licensor may suspend the Licensee under **Clause 14.4**.

10.5 **CONDUCT OF PARTIES UNDER THE LICENSEE'S CONTROL WHO ARE ON THE PREMISES**

10.5.1 The Licensee shall be responsible for the conduct of any party under his control who is on the Premises (including his employees, agents, servants, sub-contractors, independent contractors, permitted occupiers and their servants or agents). Every obligation by the Licensee is taken to include an obligation by the Licensee to ensure that each of such parties complies with that obligation. Any obligation by the Licensee not to do any act or thing includes an obligation not to allow that act or thing to be done.

10.5.2 In the event the Licensee, his employees, agents, servants, sub-contractors, independent contractors, permitted occupiers and their servants or agents are found to have assaulted or intimidated any servant or agent of the Licensor while the servant or agent of the Licensor were acting in the course of their duties, the Licensor may:

- i. suspend the Licensee under **Clause 14.4**; and/or
- ii. terminate the Licence under **Clause 13.2**.

10.6 **PRECAUTIONS TO PREVENT NUISANCE, ETC**

10.6.1 The Licensee shall:

- (a) take all necessary precautions at the Licensee's own costs to prevent nuisance, dust pollution and any activity which in the opinion of the Licensor may be a nuisance to or in any way interfere with the quietness and comfort

to the owners, tenants or occupiers of all properties adjacent to the Premises and to the public generally and to secure the efficient protection of all streams and waterways against pollution; and

- (b) take immediate action to remedy any nuisance committed, and in any event upon notice in writing given by the Licensor or any relevant authority.

All such precautions and remedial actions taken by the Licensee shall not create or contribute to further nuisance or pollution.

10.6.2 The Licensee shall not:

- (a) create any nuisance at the Premises thereby causing inconvenience to the Licensor, the Berth Operator or the public, or commit similar acts which are likely to bring the Licensor into disrepute;
- (b) engage in unfair practices;
- (c) cause or permit obstruction to the roads fronting the Premises or cause or allow to be caused vibration, noise, offensive smells, undue emissions of smoke, vapour or dust; and/or
- (d) use any land, area or plot(s) outside of the Premises (as defined in **Clause 1.1(p)**). In the event that Licensee is found by the Licensor to encroach upon adjacent land, area or plot(s), the Licensor shall have the right to charge the Licensee such sums as may be determined by the Licensor at its sole discretion. Such sums shall be recovered as a debt from the Licensee and the Licensor shall be entitled to deduct such sums from the Security Deposit. For the avoidance of doubt:-
 - i. the charging of such sums by the Licensor is strictly without prejudice to the Licensor's rights to claim against the Licensee further damages at law; and
 - ii. this sub-clause does not in any way sanction any encroachment and/or the use by the Licensee of land, area or plot(s) adjacent to or around the Premises.

10.6.3 The Licensor shall be entitled, but not be obliged, to take all measures as it deems appropriate to rectify any situation caused by the Licensee's failure to comply with **Clauses 10.6.1 or 10.6.2** above, and the Licensee shall reimburse the

Licensor fully for all costs incurred by the Licensor in respect of such measures.

10.7 DAMAGE TO PROPERTY

10.7.1 The Licensee shall take all necessary precautions to ensure that all activities carried out within the Premises will not cause:

- (a) any damage to any adjacent, adjoining and/or nearby infrastructures (including but not limited to the turfs, roads, drains, sewer systems, and underground transport systems) and buildings; and
- (b) any damage and/or disruption to any adjoining and/or nearby building services (including but not limited to the supply of water, electricity and telecommunication).

10.7.2 In the event that damage is caused by the Licensee, his agents and/or servants to any public or private services or property including roads, turfs, cables, drains, sewers, pipes and mains, or to the Premises or any building or structures or installation thereon or to the adjoining and/or nearby infrastructures, buildings, and building services whether by accident or otherwise:

- (a) The Licensee shall forthwith give to the Licensor written notice of such damage and forthwith at his own cost make good to the entire satisfaction of the Licensor all such damage within a time specified by the Licensor, provided that the Licensor may at its option make good such damage and charge the Licensee with the costs and expenses incurred by the Licensor.
- (b) The Licensor shall be entitled in cases of emergency, or if the Licensee is dilatory in effecting repairs, to effect repairs or take all necessary measures to remove any nuisance or inconvenience, or generally to rectify or alleviate the situation, and the Licensee shall reimburse the Licensor fully for all costs incurred by the Licensor in respect of such repairs or measures.
- (c) All expenditure for necessary repairs incurred by any other relevant public authority shall be borne by the Licensee by direct payment by the Licensee to the relevant authority.

For the purposes of this **Clause 10.7**, “damage” shall include dumping on the Premises and backfilling on the Premises.

- 10.7.3 If the Licensee wilfully or negligently damages any public service, cable, drain or other public or private utility, he shall indemnify the Licensor for all costs and expenses incurred by the Licensor in respect of repairing or reinstating the same.
- 10.7.4 If in the opinion of the Licensor, it is essential to permanently divert any supply of electricity or water, the diversion will be paid for by the Licensor. The Licensor shall not, however, be liable or accountable for any other loss or consequence, including but not limited to any disruption to the Licensee's operations.

10.8 SAFETY REGULATIONS

- 10.8.1 It shall be the responsibility of the Licensee at his own expense to ensure safety of property and persons at all times during the Licence Period. The Licensee shall do whatever is necessary to provide a safe environment within the Premises.
- 10.8.2 It shall be the duty of the Licensee to comply with all applicable laws and regulations, and with any directions given by the Licensor, at all times. Without prejudice to the generality of the foregoing, the Licensee shall ensure compliance with all applicable safety laws and regulations, including traffic safety laws and regulations, and any directions given by the Licensor on the part of any person(s) employed or engaged by him for any work to be performed in relation to this Licence Agreement.
- 10.8.3 The Licensee shall not permit his employees to work under conditions that are not in compliance with any applicable safety laws and regulations.
- 10.8.4 The Licensor is entitled to conduct inspections at any time in respect of the safety measures covered under this clause together with the Licensee's representative.
- 10.8.5 The Licensee shall immediately rectify all contravention of or non-compliance with the applicable safety regulations or laws.
- 10.8.6 The Licensee shall provide at his own cost all necessary safety equipment to his employees or visitors to the Premises.
- 10.8.7 The Licensor may issue a notice requiring the Licensee to stop any works or activity being carried out on the Premises or within the Aggregate Terminal if the Licensor, or his representative, is of the view that the Licensee has, in carrying out such works or activity, breached any of the provisions in this **Clause 10.8**. In the event that such a notice is issued, the Licensee shall forthwith comply with the same.

- 10.8.8 The Licensee shall give notice to the Licensor in writing **immediately** in an acceptable form for all accidents on the Premises or arising from the performance of his obligations under this Agreement where the accident results in property damages or the death or temporary incapacity of any workman within the Aggregate Terminal.
- 10.8.9 The Licensee shall ensure that all of his drivers and equipment operators observe strictly all Aggregate Terminal safety rules and all traffic control regulations issued by the Licensor or the Berth Operator within the Aggregate Terminal. The Licensee shall be responsible for the failure of his drivers and equipment operators to do so.
- 10.8.10 Notwithstanding **Clause 10.8.9** above, such failure may also entitle the Licensor to:-
- i. bar the driver or equipment operator from entering the Aggregate Terminal for a period to be determined by the Licensor; or
 - ii. suspend the Licensee under **Clause 14.4**.

10.9 SECURITY

- 10.9.1 The Licensee shall be fully responsible for the security and the condition of all Aggregates, materials, machinery, equipment and any other items stored on the Premises, and for the security of its property within the boundary of the Premises.
- 10.9.2 Under no circumstance shall the Licensor be held responsible for any loss or damage to any Aggregates, materials, machinery, equipment any other items and any other items stored on the Premises, or to the property of the Licensee within the boundary of the Premises.

10.10 MAXIMUM STOCKPILE HEIGHT

- 10.10.1 The Licensee shall strictly restrict the height of the stockpile to the maximum height as stated in **Appendix I**.
- 10.10.2 In the event of any breach of the obligation set out in **Clause 10.10.1**, the Licensor shall, without prejudice to any of its other rights under this Licence Agreement, at law or in equity, including but not limited its rights to claim damages against the Licensee for breach of this Licence Agreement, be entitled (but not obliged) to recover liquidated damages from the

Licensee at the rates stated in **Appendix II** hereto and may recover the amount of such liquidated damages from the Licensee as a debt, and;

(a) suspend the Licensee under **Clause 14.4**; or

(b) terminate the Licence Agreement under **Clause 13.2**.

The parties agree that quantifying losses arising from the Licensee's breach of **Clause 10.10.1** is inherently difficult and further agree that the agreed sum set out in **Clause 10.10.2** is not a penalty, but rather a reasonable measure of damages based on the parties' experience.

10.10.3 For the purpose of this clause, the Licensor's determination of the stockpile height shall be final and conclusively binding on the Licensee.

10.10.4 For the avoidance of doubt, payment or deduction of liquidated damages shall not relieve the Licensee from its obligations under the Licence Agreement.

10.11 **MINIMUM STOCKPILE VOLUME**

10.11.1 Subject to Clause 10.11.2, the Licensee shall, during the Licence Period, ensure the Minimum Stockpile Volume as described in **Appendix VI** is met and maintained at all times.

10.11.2 The Minimum Stockpile Volume requirement, as described in Clause 10.11.1 in this Licence Agreement, shall not apply upon the Licensee's giving of a written notice to the Authority to terminate this Licence Agreement in accordance with Clause 13.1.2 of this Licence Agreement.

10.11.3 For the purpose of this Clause 10.11, the Licensor's determination of the stockpile volume shall be final and conclusively binding on the Licensee.

10.11.4 Where the Licensee fails or is otherwise unable to meet or maintain the Minimum Stockpile Volume as set out in **Appendix VI** during the Licence Period, the Licensee shall pay the Licensor liquidated damages in accordance with **Appendix VI** within seven 7 days upon written notification by the Authority of the amounts due.

10.11.5 For the avoidance of doubt, payment or deduction of liquidated damages shall not relieve the Licensee from its obligations under the Agreement.

11 TRANSFER OF OBLIGATIONS / ASSIGNMENT OF BENEFITS

- 11.1 Neither the whole nor any part of the benefits, Duties, or other obligations of the Licensee may be assigned, transferred, licenced or sub-contracted to any other party without the prior written consent of the Licensor.
- 11.2 Such consent if given shall not relieve the Licensee from any liability or obligation under the Licence Agreement and he shall be responsible for the acts, defaults and neglects of any assignee, transferee, licensee or sub-contractor and their agents, servants and workmen as if they were his acts, defaults or neglects.
- 11.3 The Licensee shall not licence, transfer, assign or otherwise part with or agree to assign or part with the possession or occupation of the Premises or any part thereof in whatsoever manner without the prior written consent of the Licensor, which consent may be granted or refused by the Licensor at its absolute and unfettered discretion. The consent, if granted, shall be on such terms and conditions as the Licensor deems fit to impose upon the Licensee, including the need for the Licensee to pay a fee and not to effect any form of reconstruction howsoever brought about, including any form of amalgamation or merger with or take-over by another company, firm, body or party.

12 WORKS ON THE PREMISES

- 12.1 The Licensee shall at his own cost and expense, during the Licence Period, construct and complete all structures and all other works (hereinafter referred to collectively as the "Works") on or to or affecting the Premises in sound, substantial and workman-like manner, as set out under and in accordance and in conformity with:
- (a) the contents of **Appendix I**;
 - (b) the plans, drawings and specifications submitted pursuant to Clause 12.3 in respect of which the Licensor has indicated that it has no objections, and the plans, drawings and specifications as approved by the relevant authorities; and
 - (c) all laws including rules, regulations, orders, schemes, planning provisions and statutes for the time being in force relating to the erection and completion of structures, or affecting or likely to affect the Premises.

The nature of the Works will include the following:

- i. the construction, erection or placing of any structure not exceeding **1 storey** in height and having maximum height to roof ridge of **8 metres** as shall be in the opinion of the Licensor fit for immediate use and occupation. The construction, erection or placing of any structure shall be subject to the Licensor's approval;

- ii. erection of whatever kind or nature including any containers;
- iii. erection of weighbridges;
- iv. construction of entrance to the Premises;
- v. toilets and services;
- vi. cut-off drains;
- vii. making any structural changes;
- viii. undertaking any addition or alteration works; and
- ix. carrying out any earthworks.

12.2 The Licensee shall at his own cost and expense obtain all necessary permissions and approvals from all relevant authorities for the purposes of carrying out the Works, and for the site layout plan, detailed site/floor plan, elevation plans, section plans and drawings of the buildings / structures to be built on the Premises. The Licensee shall provide a copy of the updated as-built drawings to the Licensor.

12.3 The Licensee shall submit to Licensor within **6 weeks** from the date of commencement of the First Term or any such other timeframe as may be stipulated by the Licensor, the drawings for the Works on the Premises showing the following:-

Drawings
II. Site Layout Plan <i>Highlight in different colours with clear indications of types of usages, e.g. aggregate storage, receiving and distribution, office, weighbridges, stores, toilets, etc.</i>
III. Detailed site / floor plan showing but not limited to: <ul style="list-style-type: none"> ▪ <i>Proposed traffic flow of trucks;</i> ▪ <i>Proposed location for water mist sprinkler points;</i> ▪ <i>Proposed drainage system;</i> ▪ <i>Proposed paving of entrance;</i> ▪ <i>Proposed perimeter concrete block layout; and</i> ▪ <u><i>Such other detail(s) as the Licensor may request the Licensee to incorporate into the detailed site / floor plan at such later date(s).</i></u>
IV. Front Elevation, Rear Elevation, Side Elevations and <i>Sectional Views of the structures (including the concrete blocks) as shown in the layout and detailed plan.</i>
V. Schedule for the Works

The Licensee shall ensure that all plans, drawings, and specifications that are submitted under this **Clause 12.3** conform to both the contents of **Appendix I** and all relevant laws.

12.4 The Licensee shall commence the Works only:

- (a) after he has, in the opinion of the Licensor, successfully completed the trial pits (as set out in **Appendix I**) ;
- (b) after the Licensor has indicated in writing that it has no objections to the plans, drawings, and specifications submitted by the Licensee under **Clause 12.3** above, and
- (c) after the relevant plans, drawings, and specifications submitted by the Licensee under **Clause 12.3** above have been approved by all relevant authorities. A copy of the relevant authorities' approval or license shall be submitted to the Licensor.

In the event that the Licensor objects to any plan, drawings, or specification submitted by the Licensee under **Clause 12.3** above, the Licensee shall amend the same plan, diagram or specification to the satisfaction of the Licensor.

12.5 **NOT IN USE.**

12.6 The Licensee shall ensure that the Works are completed within **3 months** from the commencement of the Licence Period or such other extended period as may be allowed by the Licensor at its discretion. For the avoidance of doubt, any allowance by the Licensor in this respect does not operate to change the commencement and end date of the Licence Period.

12.7 The Licensee shall not at any time during the Licence Period erect or put any other building or structure or erection whatsoever upon the Premises or make any other alteration or addition to the Premises or change the Approved Use of the Premises or any part thereof without the prior written consent of the Licensor. The Licensor may grant the consent subject to such terms and conditions as it in its entire and unfettered decision deems fit including but not limited to the payment of such charges as the Licensor may impose. The Licensor shall be entitled to require the Licensee to engage competent professionals to submit plans, drawings and calculations and/ or other relevant information/ documents to the Licensor or other relevant authorities for approval before allowing the Licensee to proceed with any addition or alteration works. In addition, the Licensee undertakes to comply with any and all additional requirements relating to the proper use of the Premises which the Licensor may require of the Licensee from time to time.

12.8 No persons shall be permitted to occupy, reside or make use of any building (as defined in the Building Control Act 1989) on the Premises before a Temporary Occupation Permit has been issued by the Commissioner of Building Control.

13 TERMINATION

13.1 BY THE LICENSEE

- 13.1.1 The Licensee shall not be entitled to terminate this Agreement before the expiry of **12 months** from the commencement of the Licence Period.
- 13.1.2 Subject to **Clause 13.1.1** above, the Licensee may terminate this Licence Agreement by giving the Licensor at least **3 months' prior written notice** or by paying the Licensor a sum amounting to **3 months** of the Licence Fee in lieu of such notice. Such termination shall be without prejudice to the rights and remedies of the Licensor against the Licensee in respect of any antecedent breach of this Licence Agreement by the Licensee.
- 13.1.3 Notwithstanding **Clause 13.1.1** above if the Licensee chooses to terminate this Licence before the expiry of **12 months** from the commencement of the Licence Period, the Licensee shall be liable to pay the Licensor:-
- (a) the shortfall in Licence Fee for the unexpired months and/or days of the said **12 month** period; and
 - (b) the Licence Fee for the **3 month** notice period.

The Licensee shall not be entitled to any refund of the Licence Fee that the Licensee has already paid.

13.2 BY THE LICENSOR

DEFAULT TERMINATION

- 13.2.1 Without prejudice to any right of the Licensor in an appropriate case to treat the Licence and/or the Licence Agreement as repudiated or terminated under common law, the Licensor may, without being liable for damages or compensation (including any refund of the Licence Fee that have already been paid by the Licensee) and without prejudice to its rights at common law, terminate the Licence and/or the Licence Agreement at any time with immediate effect by giving written notice of its intention to do so in any of the following circumstances:
- (a) if the Licensee has failed to comply with any conditions that must be complied with before the commencement of the Licence Period;

- (b) if the Licensee has defaulted in making payment of any monies due to the Licensor under this Licence Agreement, and following the expiry of a **14 day** written notice from the Licensor to that effect, has failed to make payment of the monies due;
- (c) if there has been a complaint by any relevant authority, other licensees or the Berth Operator that the Licensee has been uncooperative and the Licensor is of the view that such lack of cooperation has led to disruptive or unsatisfactory conditions on the Premises, Berthing/Mooring Area or Aggregate Terminal, and despite **7 days'** written notice by the Licensor to cease such behaviour or to generally improve the situation, the Licensee has failed to do so;
- (d) if the Licensee has been convicted in a Court of law in respect of any act or omission within the Aggregate Terminal or pertaining to his obligations under this Licence Agreement;
- (e) if the Licensee, being an individual, or where the Licensee is a firm, any partner in that firm, shall at any time become bankrupt, or shall have a receiving order or administration order made against him or shall make any composition or arrangement with or for the benefit of his creditors, or shall make any composition or arrangement with or for the benefit of his creditors, or shall make any conveyance or assignment for the benefit of his creditors, or shall purport to do so;
- (f) if the Licensee, being a company, shall pass a resolution, or if the Court shall make an order, that the Company shall be wound up except in the course of a voluntary liquidation for the purpose of reconstruction or amalgamation, or if the Licensee shall make an arrangement with his creditors or if a receiver or manager on behalf of a creditor shall be appointed, or if circumstances shall arise which entitle the Court or a creditor to appoint a receiver or manager or which entitle the Court to make up a winding-up order;
- (g) if the Licensee shall suffer any distress or execution to be levied on his goods;
- (h) if the Licensee assigns, transfers, licences, or sub-contracts the execution of his obligations or sub-lets the Premises in contravention of **Clause 11**;

- (i) if the Licensee employs any illegal immigrant, permits any illegal entry of foreign persons or is in breach of **Clause 9.3**;
- (j) if the Licensee permits any smuggling or is in breach of the provisions of **Clause 9.4**;
- (k) if the Licensee has been in breach of **Clause 10.1** or has been dilatory in carrying out the Duties and obligations specified in this Licence Agreement, and following expiry of **14 days** from the date of the written notice from the Licensor to that effect, has failed to remedy the breach or continues to be dilatory in carrying out the Duties specified in this Licence Agreement;
- (l) if the Licensee has offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do, or for having done or forborne to do, any act in relation to the obtaining or execution of this Licence Agreement with the Licensor or for showing or forbearing to show favour or disfavour to any person in relation to this Licence Agreement or any other contract with the Licensor, or if any of the like acts shall have been done by any person employed by the Licensee or acting on its behalf (whether with or without the knowledge of the Licensee), or if in relation to this Licence Agreement or any contract with the Licensor, the Licensee or any person employed by him or acting on his behalf shall have committed any offence under the Penal Code 1871 or the Prevention of Corruption Act 1960, or shall have abetted or attempted to commit such an offence or any re-enactment or modification of such code or act, or shall have given any fee or reward the receipt of which is an offence under the said acts;
- (m) if the Licensee fails to complete the construction of the Works within the timeline mentioned in **Clause 12.6**;
- (n) if the Licensee is or becomes an entity related to the Berth Operator and such relationship gives rise to a conflict of interest as determined in the sole discretion of the Licensor;
- (o) if the Security Deposit is not duly furnished before the commencement of the Licence Period or such later date as may be allowed by the Licensor or on demand, as the case may be, as specified in **Clause 6.6**;

- (p) if the Licensee, his employees, agents, servants, sub-contractors, independent contractors, permitted occupiers and their servants or agents are found to have assaulted or intimidated any servant or agent of the Licensor while the servant or agent of the Licensor were acting in the course of their duties as specified in **Clause 10.5.2**;
- (q) if the Licensee fails to restrict the height of the stockpile in breach of **Clause 10.10.1**; or
- (r) if the Licensee suffers a change in Control.

NON DEFAULT TERMINATION

13.2.2 The Licensor may, without being liable for damages or compensation (including any refund of the Licence Fee that has already been paid by the Licensee), terminate the Licence and/or this Licence Agreement without cause at any time by giving the Licensee at least **3 months' written notice** of its intention to do so. The Licence and/or the Licence Agreement shall terminate immediately and the Licensee shall forthwith peacefully vacate and deliver the Premises to the Licensor. The Licensee shall not restrain by injunction the Licensor's right to terminate this Licence and/or this Licence Agreement or the Licensor's right to enforce the notice of termination, and **Clauses 15.3–15.8** shall, *mutatis mutandis*, apply.

14 LICENSOR'S RIGHTS AND REMEDIES

14.1 RE-ENTRY

Notwithstanding **Clause 2**, and without prejudice to the other rights of the Licensor at law or under this Licence Agreement, if any of the circumstances mentioned in **Clauses 13.2.1 (a) to (r)** occur, then in any such cases, it shall be lawful for the Licensor at any time thereafter to re-enter the said Premises or any part thereof in the name of the whole and thereupon this Licence Agreement and the Licence created herein shall absolutely determine but without prejudice to any right of action accrued to the Licensor in respect of any antecedent breach of this Licence Agreement by the Licensee.

14.2 EFFECT OF TERMINATION

14.2.1 If the Licensor in the exercise of the powers contained in this Licence Agreement excluding the powers contained in **Clause 13.2.2** shall terminate the Licence and/or this Licence Agreement or if the Licensor shall terminate the Licence

and/or this Licence Agreement under common law, the Licensor shall be at liberty to:

- (a) cease payment of all sums of monies that may then be due or accruing due from the Licensor to the Licensee;
- (b) employ any other person to execute the Duties or such other obligations that would otherwise have been performed by the Licensee and recover any additional cost so incurred from the Licensee;
- (c) issue new licence agreement(s) to other parties for the use of the Premises;
- (d) recover from the Licensee all losses, damages, costs, charges and expenses that have been or may be sustained or incurred in consequence of the termination of the Licence Agreement;
- (e) impose upon the Licensee such additional fees as it may be entitled to charge under any relevant Government regulation;
- (f) forfeit the Security Deposit or the balance thereof retained by the Licensor;
- (g) dispose of or otherwise deal with any object and fixture on the Premises in any manner it deems fit without being in any way accountable to the Licensee; and
- (h) restore the Premises to its original condition or to such extent as the Licensor may desire, and recover from the Licensee the costs and expenses thereby incurred as a debt;

without prejudice to any other right of remedy the Licensor may have against the Licensee.

14.2.2 In the event of such termination, the Licensor shall not be in any way liable for any costs or damages suffered by the Licensee by reason of such termination.

14.3 RECOVERY OF SUMS DUE

Whenever under this Licence Agreement any sum of monies shall be recoverable from or payable by the Licensee, the same may be deducted from any sum then due or which at any time thereafter may become due to the Licensee under this or under any other Licence Agreement with the Licensor or from any deposit, including but not limited to the Security Deposit mentioned in **Clause 6**, which the Licensee has made in

connection with this Licence Agreement or the Licensor may recover the same as a debt due from the Licensee in any court of competent jurisdiction.

14.4 **SUSPENSION ETC.**

14.4.1 Without prejudice to the Licensor's powers under any other provision of the Licence Agreement and to the Licensor's rights at law, in the event of the occurrence of any of the circumstances listed in **Clause 13.2.1** above, or in the event of any breach by the Licensee of its obligations under the Licence Agreement, the Licensor may in its absolute discretion suspend the Licensee from all operations, including the storage of Aggregates within the Premises, for a period of time to be decided by the Licensor (the "**Suspension Period**") or impose measures as it deems appropriate to rectify any situation caused by the Licensee's failure to adhere to its obligations under the Licence Agreement. The Licensee shall reimburse the Licensor for all costs incurred by the Licensor in respect of such measures. During the Suspension Period the Licensee shall be barred from the berthing/mooring of barges/vessels at the Berthing/Mooring Area and unloading Aggregates from the barges.

14.4.2 During the Suspension Period the Licence Fee shall remain payable by the Licensee and all obligations of the Licensee under this Licence Agreement shall subsist and remain binding upon the Licensee.

14.5 **LIQUIDATED DAMAGES**

PAYMENT BY LICENSEE

14.5.1 Without prejudice to any other provisions in this Licence Agreement and in particular, the Licensor's right of suspension under **Clause 14.4**, if the Licensee shall breach the obligation as stated under **paragraph 2 of Appendix I or Clause 10.11**, the Licensee shall pay to the Licensor liquidated damages calculated at the rate or rates stated in **Appendix II** or Appendix VI respectively for such breach of obligation and the Licensor may recover the amount of such liquidated damages from the Licensee. The payment or deduction of such liquidated damages shall not relieve the Licensee from the performance of its obligations under this Licence Agreement.

14.5.2 For the avoidance of doubt, the Licensee's obligation to pay liquidated damages is in addition to his obligations to pay other sums due to the Licensor pursuant to this Licence Agreement, including but not limited to loss, expense, cost and damages. Nothing in this clause shall prejudice or affect the Licensor's right to claim for loss, expense, cost

and/or damages arising or resulting from such breach of this Licence Agreement.

- 14.5.3 The abovementioned provisions are without prejudice to the other rights and remedies of the Licensor at law or in equity including the right to terminate the Licence Agreement and the right to set off the Security Deposit against any liquidated damages owing to the Licensor and the Licensee shall keep the Licensor fully indemnified against any costs incurred thereto.

PRESERVATION OF THE LICENSOR'S COMMON LAW RIGHTS FOR DAMAGES

- 14.5.4 In the event that the Licensor for whatever reason shall not be entitled in law to recover liquidated damages, the Licensor shall remain entitled to recover such loss, expense, costs or damages as it would have been entitled under common law as if the provisions in this clause relating to the payment of liquidated damages had not formed part of the Licence Agreement. The Licensee's liability to pay the Licensor such loss, expense, costs or damages shall not be limited in any way whatsoever by the amount of liquidated damages for which it might have otherwise been liable.

- 14.5.5 The Licensor shall have the right, at its sole discretion, to elect to claim general damages in common law from the Licensee instead of imposing liquidated damages.

15 RETURN OF PREMISES UPON TERMINATION OR EXPIRY OF AGREEMENT

- 15.1 Unless this Licence Agreement is terminated pursuant to **Clause 13.2.1** above, the Licensee shall submit to the Licensor at least **1 month** before the termination or expiry of this Licence Agreement a schedule giving details on the inspections and handing over of Premises, such schedule to be approved by the Licensor in its sole discretion. The Licensee shall at his own cost continue to keep the Premises in satisfactory condition, notwithstanding the outcome of any inspection until the Premises is physically taken over by the Licensor.

- 15.2 At the option of the Licensor, the Licensor may specify dates on which the Licensor wishes to jointly inspect the Premises with the Licensee and the Licensee shall jointly inspect the Premises with the Licensor on such dates. If and as required by the Licensor, the Licensee shall submit to the Licensor within a time specified by the Licensor written information pertaining to the Premises for the purposes of handing over the same. The Licensor may give directions to the Licensee with a view to ensuring that the Licensee hands over the Premises in accordance with the terms of this Licence Agreement and the Licensee shall comply with such directions.

- 15.3 At the expiration or earlier termination of this Licence Agreement, the Licensee shall, unless otherwise approved in writing by the Licensor or otherwise required by the Licensor pursuant to **Clause 15.6**, forthwith peacefully vacate and deliver up the Premises and all fittings and fixtures therein in the same condition as they were delivered to the Licensee at the commencement of the Licence Period, fair wear and tear excepted, shall be removed and where improvements have been made to the Premises, such improvements shall be preserved and together with the Premises delivered up to the Licensor in Satisfactory Condition. The Licensee shall not restrain by injunction the Licensor's right to terminate the Licence Agreement or the Licensor's right to enforce the notice of termination. If the Licensee continues to occupy the Premises or fails to deliver vacant possession of the Premises after the expiration or earlier termination of the Licence granted under this Licence Agreement, the Licensor may, in addition to any other right or remedy that it has against the Licensee for the Licensee's breach of his obligations under this clause, continue to impose the Licence Fee or other sums as the Licensor may determine at its sole discretion against the Licensee, and the Licensee shall be liable to pay the Licence Fee or other sums until the Licensee delivers to the Licensor vacant possession of the Premises. The provisions of this clause shall not be construed as the Licensor's consent for the Licensee to continue to occupy the Premises after the expiration or earlier termination of the Licence granted under this Licence Agreement.
- 15.4 If the Premises are not delivered up to the Licensor in Satisfactory Condition as required under **Clause 15.3**, the Licensor may proceed to carry out such necessary restoration works and all costs and expenses thereby incurred shall be borne by the Licensee. In addition, the Licensee shall be liable for the Licence Fee payable on the Premises until the time that the necessary restoration works have been completed to the satisfaction of the Licensor. The costs and expenses incurred for the restoration works and the Licence Fee payable shall be recoverable from the Licensee forthwith as a debt and, if applicable, set-off against the Security Deposit. The Licensor shall be entitled to charge interest on any delayed payment by the Licensee in accordance with **Clause 5.2** of this Licence Agreement.
- 15.5 For the purposes of **Clause 15**, Satisfactory Condition of the Premises shall include, inter alia:
- (a) the removal or demolition of all buildings, structures, materials, and clearance of all debris;
 - (b) earthfilling of all depressions and restoring the average ground level to the satisfaction of the Licensor;
 - (c) submitting the registered land surveyor report for average ground level;

- (d) conducting trial pits in accordance with the directions of the Licensor;
 - (e) levelling and turfing of the Premises to the original levels, or the level as required by the relevant authority.
- 15.6 At the earlier termination or expiry of this Licence Agreement, the Licensor may at its discretion require the Licensee to hand over the Premises:-
- (a) without restoration or with restoration only to such extent and in such manner as the Licensor may specify; and /or
 - (b) without demolishing and / or removing the buildings and structures in which event the Licensee shall make good to the entire satisfaction of the Licensor all the damage, defect or dilapidation to/of the Premises howsoever caused at any time during the Licence Period.

The Licensor's right over Licensee's property left on the Premises

- 15.7 If any Aggregates or property of the Licensee should remain in or upon the Premises after the expiration or earlier termination of the Licence granted under this Licence Agreement, and the Licensee should fail to remove the same within **14 days**, whether or not requested by the Licensor in writing to do so, then the Aggregates or property shall be deemed abandoned by the Licensee, and forfeited to the Licensor. The Licensor may sell or otherwise dispose of such Aggregates or property in any manner as it deems fit without being liable for any loss or damage occasioned thereby to the Licensee, and any costs incurred by the Licensor thereby shall be fully reimbursed by the Licensee or, if applicable, set-off against the Security Deposit. For the avoidance of doubt, for so long as the Aggregates or property of the Licensee remain in or upon the Premises, the Licensee shall be considered to have failed to deliver vacant possession of the Premises, and the provisions of **Clause 15.3** (including but not limited to the Licensee's continued payment of the Licence Fee or fee based on prevailing market rates, whichever is higher) shall apply.
- 15.8 The Licensee shall fully indemnify the Licensor against any liability incurred by the Licensor to any third party whose Aggregates or property shall have been sold or otherwise disposed of by the Licensor in the mistaken belief held in good faith (which shall be presumed unless the contrary is proved) that such Aggregates or property belonged to the Licensee and was liable to be dealt with as such pursuant to **Clause 15.7**.

16 RIGHT TO AMEND RULES

16.1 The Licensor and its duly authorised officers, employees or agents shall have the right at any time and from time to time to make, add, amend, cancel or suspend any rules in respect of the Premises as in the judgment of the Licensor may from time to time be required for the management, safety, security, care or cleanliness of the said Premises for the preservation of good order therein and all such changes to the rules shall bind the Licensee upon and from the date of which notice in writing thereof is given to him by the Licensor.

17 PART(S) OF PREMISES IS REQUIRED BY RELEVANT AUTHORITIES

17.1 In the event that any part(s) of the Premises is required by the relevant authorities from time to time for roads and/or drainage or any other redevelopment as may be declared or notified to the Licensee in a written notice by the relevant authorities, the Licensee shall accept as conclusive evidence that such part(s) of the Premises are required for the purpose declared or notified in the said notice. The Premises shall, for the purposes of this Licence Agreement, exclude the said part(s) with effect from the date of the notice (or from such later date as may be specified in the notice), and the Licensee shall cease to occupy the said part(s). For the purposes of this **Clause 17.1**, the phrase "any other redevelopment" means works that are for public benefit, public use or for public purpose.

17.2 Upon receipt of the aforesaid written notice, the Licensee shall have the option of:

- (a) terminating the Licence by giving to the Licensor **3 months'** in advance notice in writing, notwithstanding anything to the contrary in this Licence Agreement including **Clause 13.1** and provided that:
 - (i) more than **50%** of the surveyed land area of the Premises referred to in **Clause 10.2.3** is required by the relevant authorities; or
 - (ii) as a result, the Licensee is no longer able to use the Premises for the Approved Use as mentioned in **Clause 8.**;

During the period following the notice in writing and up to (and inclusive of) the date the Licensee vacates the Premises, the Licensor shall adjust the remaining Licence Fee payable by the Licensee under **Clause 5.1** by giving to the Licensee a notice in writing of the adjusted Licence Fee, if the Licensor determines that the circumstances merit an adjustment; or

- (b) continuing with this Licence Agreement, whereupon the Licensor and Licensee shall negotiate in good faith and agree upon a revised

Licence Fee payable by the Licensee for the remainder of the Licence Period, if the Licensor determines that the circumstances merit an adjustment.

- 17.3 Without prejudice to anything in this **Clause 17**, the Licensor shall not be held liable under the terms of this Licence Agreement to pay the Licensee any compensation or for any losses, damages or expenses incurred howsoever by the Licensee as a result of the circumstances described in this **Clause 17**.

18 RE-DEFINITION OF BOUNDARY

- 18.1 Notwithstanding anything in this Licence Agreement, the Licensor reserves the right to re-define at any time, without prior written notice and in any way they deem fit, any boundary of the Premises as may be indicated on any plan that has been drawn up for the purposes of this Licence Agreement or that has been utilised in the course of the Licence Period.
- 18.2 Where the Licensor's re-definition of the boundary of the Premises pursuant to **Clause 18.1** results in the Licensee no longer being able to use the Premises for the Approved Use as mentioned in **Clause 8**, the Licensee shall have the option of terminating this Licence Agreement by giving the Licensor **3 months'** written notice in advance, notwithstanding anything to the contrary in this Licence Agreement including **Clause 13.1**. During the period following the written notice and up to (and inclusive of) the date the Licensee vacates the Premises, the Licensor may adjust the remaining Licence Fee payable by the Licensee under **Clause 5.1** if the Licensor determines that the circumstances merit an adjustment.
- 18.3 Where the Licensor's re-definition of the boundary of the Premises pursuant to **Clause 18.1** above results in a variance of more than 5% of the land area of the Premises, the Licensor may adjust the Licence fee payable by the Licensee under **Clause 5.1** if the Licensor determines that the circumstances merit an adjustment, taking into account the assessment of the Collector of Land Revenue and any other factors (including the Licensee's right to terminate this Licence Agreement under **Clause 18.2**).
- 18.4 Where the Licensor's re-definition of the boundary of the Premises pursuant to **Clause 18.1** above results in a variance of 5% or less of the land area of the Premises, the Licence Fee payable by the Licensee under **Clause 5.1** shall not be adjusted.
- 18.5 For the purposes of **Clauses 18.3 and 18.4** above, the land area of the Premises shall refer to the land area as stated in **Clause 1.1(p)** unless a survey has been conducted pursuant to **Clause 19.2** and the Licensor

has accepted the results thereof, in which case the land area of the Premises shall refer to the land area as surveyed under **Clause 19.2**.

19 ADJUSTMENT OF LICENCE FEE

- 19.1 Any error or mis-statement as to the description of the land area of the Premises of this Licence Agreement shall not invalidate this Licence Agreement or entitle the Licensee to be discharged from it. The Licensor shall have the right to an adjustment of the Licence Fee payable under this Licence Agreement in the manner as provided in **Clause 19**.
- 19.2 If upon a survey of the Premises which the Licensee and the Licensor have agreed between themselves to be undertaken and completed no later than **2 weeks** from the commencement of this Licence Agreement or such extended period as may be allowed by the Licensor, it is discovered that there is a difference between the land area ascertained by such survey or plan (hereinafter referred to as the “surveyed land area”) and the land area stated in **Clause 1.1(p)** (hereinafter referred to as the “estimated land area”), and the result of such survey is accepted by the Licensor, the following shall apply:
- (a) If the surveyed land area is within 5% variance of the estimated land area, neither Licensee nor the Licensor shall have the right to any adjustment of the Licence Fee.
 - (b) If the surveyed land area is either more than or less than the estimated land area by more than 5% of the estimated land area, then there shall be a corresponding adjustment in the Licence Fee which adjustment shall be determined by the Licensor and the Licensee shall, when doing so, take into account the merits and all the circumstances of the case, including without limitation, the actual increase or shortfall in the surveyed land area as compared with the estimated land area.

20 OTHER GENERAL CONDITIONS

20.1 SERVICES TO THE PREMISES

- 20.1.1 At his own cost, the Licensee shall procure channels of communication (e.g. LAN lines and supplies), and water and electricity supply services to the Premises and install the necessary wiring, pipes or utilities meters.
- 20.1.2 The Licensee shall not add to or in any way interfere with (other than for the purpose of complying with its obligations hereunder for the repair of the same) the electric wire, cables, switches, junctions or points; or the pipes, taps or other apparatus installed in connection with the supply or use of

electricity, water or gas or the communication installations therein.

- 20.1.3 The Licensee shall not, without giving the Licensor **60 days'** prior written notice, take any step to reduce, suspend, stop or in any way affect the continuous, uninterrupted and adequate supply of all supplies and utilities and any other services consumed or used at the Premises, before the expiry or early termination of the Licence granted under this Licence Agreement.

20.2 PEST CONTROL

- 20.2.1 The Licensee shall take all necessary precautions so as to prevent the breeding of mosquitoes at the Premises. Inspections to preclude the possibility of mosquito habitats such as depressions, open trenches, drains, sumps and wells, shall be carried out by the Licensee.
- 20.2.2 The Licensee shall take immediate steps to remedy any potential breeding spots for mosquitoes at the Premises. If mosquito breeding is found at the Premises, the Licensee shall be liable for the cost of remedying the situation, and for any fines or other sanctions imposed by the relevant authorities therefor.
- 20.2.3 The Licensee shall, at all times, at his own cost and expense, keep the Premises free from termite infestation, vermin, mosquito and other pests, and for this purpose, the Licensee shall engage a licensed pest control contractor to carry out regular fumigation and chemical spraying, soil treatment and such other services as may be required and/or may be directed by the Licensor.

20.3 HAZARDOUS MATERIALS

- 20.3.1 Save for materials which are necessary for or arising out of the Approved Use, the Licensee shall not keep or permit to be kept on the Premises or any part thereof any materials of a combustible, inflammable, explosive or dangerous nature and/or the keeping of which may contravene any local laws, regulations or by-laws.
- 20.3.2 The Licensee shall obtain approvals from the relevant authorities for the installation of diesel tanks (if required) within the Premises. All documents and permits shall be submitted to the Licensor upon approval by the relevant authorities. All diesel tanks are to be stored at locations approved by the Licensor in writing.

20.4 LIVESTOCK

The Licensee shall not keep or permit to be kept any animals, reptile or bird upon the Premises or any part thereof or in the surrounding areas designated by the Licensor.

20.5 REMOVAL FROM THE PREMISES

The Licensee shall not remove, whether by sale or otherwise, any earth, clay, gravel or sand or other fill material from the Premises or permit or suffer any of the same to be removed nor shall there be permitted any filling of earth on the Premises except so far as shall be necessary for the erection and construction of the structures pursuant to the Works.

20.6 DISPOSAL OF WASTE

20.6.1 The Licensee shall not dispose waste, earth, debris, rubbish, rubble or any other material on the Premises or the adjoining State Land. If the Licensee is found to have done so, he shall be responsible for removing the same and disposing them properly at the Licensee's expense. For the avoidance of doubt, any purported excuse that he has no control over his agents, servants or workmen shall not exempt him from his responsibility or liability to the Licensor.

20.6.2 The Licensee shall make good and sufficient provision for the safe and efficient disposal of all waste including but not limited to pollutants generated at the Premises to the requirement and satisfaction of the Licensor and the relevant authorities and in the event of any default by the Licensee under this provision the Licensor may carry out such remedial measures as it thinks necessary and all costs and expenses incurred thereby shall be recoverable forthwith from the Licensee as a debt.

20.7 MARKETING, OUTDOOR SIGNBOARD, ADVERTISING, ETC

The Licensee shall not erect, put up, display, affix, paint or otherwise exhibit any signboard, sign lights, announcement, placard, poster, advertisement, names, name plates, notices, banners, flags, flagstaff canvas, awnings, coverings or any other thing whatsoever upon any part of the Premises, other than a signboard bearing the Licensee's name, of such dimension or type as may be prescribed or approved by the Licensor. For avoidance of doubt, if approval is granted, all costs incurred for the above shall be borne by the Licensee.

20.8 PROPER EXECUTION OF DUTIES

20.8.1 The Licensee shall employ sufficient and suitable workmen, and supply spare parts, tools, consumables and non-

consumable materials, diesel, transports and all necessary machinery and equipment for the proper execution of the Duties and any other obligations under the Licence Agreement.

20.8.2 The Licensee shall do everything necessary for the proper execution of obligations under this Licence Agreement according to the true intent and meaning of this Licence Agreement whether the same may or may not be particularly described in this Licence Agreement.

20.9 PUBLIC INSTALLATIONS

The Licensor shall have the right at any time and from time to time to require the Licensee to take necessary and effective measures as in the sole opinion of the Licensor may from time to time be required so as not to jeopardise the security of public installation(s) near the Premises. The Licensee shall take immediate action to carry out the required measures at the Licensee's own costs upon receipt of notice in writing given by the Licensor.

21 DISCLOSURE OF INFORMATION

The Licensor, shall be entitled, at any time, and from time to time, and without reference to the Licensee, to disclose (whether in writing or otherwise) to any third party (including without limitation any occupiers at the Premises) all such information as the Licensor deems fit, relating to the licence granted under this Licence Agreement including the terms and conditions of this Licence Agreement, the Licensee's breach or purported breach of any of the provisions of this Licence Agreement and the actions or proposed actions to be taken by the Licensor against the Licensee.

22 MEDIATION

22.1 Notwithstanding anything in this Licence Agreement, in the event of any dispute, controversy or claim arising out of or relating to this Licence Agreement, neither Party shall proceed to any form of dispute resolution unless the Parties have made reasonable efforts to resolve the same through medication in accordance with the mediation rules of the Singapore Mediation Centre. The Parties shall be deemed to have made reasonable efforts in accordance with this **Clause 22.1** if they have gone through at least one mediation session at the Singapore Mediation Centre. The costs of mediation shall be shared equally between the Parties.

22.2 A Party who receives a notice for mediation from the other Party shall consent and participate in the mediation process in accordance with **Clause 22.1**.

22.3 The mediation session is to commence no later than **90 days** from the date of the written notice of mediation failing which either Party may commence with litigation proceedings or any other form of dispute resolution.

22.4 Failure to comply with **Clauses 22.1 and 22.2** above shall be deemed to be a breach of this Licence Agreement.

23 DISPUTE RESOLUTION

23.1 Where the dispute is not resolved despite mediation in accordance with **Clause 22** of this Licence Agreement, the Licensor shall:

- (a) be entitled to elect by written notice thereof to the Licensee to have the dispute or difference resolved by the Singapore Courts or by arbitration; or
- (b) make the election within **30 days** of the receipt of the Licensee's written notice which shall:
 - (i) state the specific dispute to be resolved and the nature of such dispute; and
 - (ii) include a request that the Licensor make an election as to whether the dispute as stated shall be resolved by reference to arbitration or by court proceedings.

23.2 Subject to **Clause 23.1** above, the Licensor can elect to have any dispute or difference resolved by:

- (a) the Singapore Courts, subject to **Clause 30**; or
- (b) Arbitration, in accordance with the following:
 - (i) The arbitration shall be conducted in the English language and in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("**SIAC Rules**") for the time being in force, which rules are deemed to be incorporated by reference in this clause and the award of the arbitrator shall be final and binding on the parties;
 - (ii) The Licensor may elect to refer to arbitration all or any part of the dispute as stated by the Licensee in its written notice;
 - (iii) Neither Party may commence any action in court before the Licensor has made the election as set out in **Clause 23.2**;

- (iv) The commencement of any arbitration proceedings shall in no way affect the continual performance of the obligation of the Licensee under this Licence Agreement, except in so far as such obligations relate to the subject matter of such proceedings or unless this Licence Agreement is terminated;
- (vi) Either Party may propose to the other the name or names of one or more persons, one of whom would serve as the arbitrator;
- (vii) If no agreement is reached within **30 days** after receipt by one party of such a proposal from the other, the arbitrator shall be appointed by the Appointing Authority;
- (viii) The Appointing Authority shall be the Chairman of the SIAC; and
- (ix) Any reference to arbitration under this clause shall be a submission to arbitration within the meaning of the Arbitration Act 2001 for the time being in force in Singapore.

24 FORCE MAJEURE

24.1 Subject to **Clause 24.2** below, if during the period of this Licence Agreement, a state of war, or any state of riot, civil commotion or general strike or any earthquake, flood or tempest arises or exists which has materially affected the fulfilment of this Licence Agreement, any question in respect of the continuance, suspension or determination of this Licence Agreement shall be settled by mutual agreement between the Licensee and the Licensor. Failing such agreement, the question shall be settled in accordance with **Clauses 22 and 23** of this Licence Agreement but without prejudice to any accrued right of action of the Licensor in respect of any antecedent breach of this Licence Agreement by the Licensee.

24.2 In the event that the Premises or any part thereof shall at any time during the License Period be subject to pandemic, be subject to epidemic, be destroyed or damaged by fire, lightning, riot, strikes, explosion, Acts of God or any other inevitable cause beyond the Licensee's control so as to be unfit for occupation and use, the Licensor may at its sole discretion:-

- (a) suspend the Licensee's obligation to pay Licence Fee or a just and fair proportion thereof as the Licensor may determine according to the nature and extent of the damage for any period during which the Premises continue to be unfit for occupation and use by reason of such damage; or
- (b) terminate this Licence Agreement forthwith by written notice without compensation or liability to the Licensee and without prejudice to

any accrued right of action of the Licensor in respect of any antecedent breach by the Licensee.

24.3 For the avoidance of doubt, the Licensor will not be obliged to consider any reduction or suspension of the Licence Fee under this **Clause 24** if:

- (a) the damage or destruction is caused by; or
- (b) the insurance policies in relation to the Premises are affected by; or
- (c) the payment of the policy monies under the insurance policies referred to in **Sub-Clause 24.3 (b)** above are refused (entirely or partly) as a result of;

any act, omission, default or negligence of the Licensee or his employees, agents, independent contractors or any permitted occupier.

25 INDEMNITY

25.1 The Licensee shall be liable for and shall indemnify and keep indemnified the Licensor against all claims, costs, proceedings, actions, losses, demands, liabilities, damage and expenses of any nature whatsoever (including those relating to death or injury to persons or loss or damage to property, and legal costs and expenses on a full indemnity basis) suffered or incurred by or made against the Licensor arising directly or indirectly out of or in connection with:

- (a) The use or occupation of the Premises by the Licensee or any of its employees, agents, sub-contractors or independent contractors;
- (b) Any act, default, omission or negligence of the Licensee or by any of its employees, agents, sub-contractors or independent contractors on the Premises; and
- (c) Any breach or non-observance by the Licensee of any provisions of this Licence Agreement.

25.2 For the avoidance of doubt, **Clause 25.1** above is without prejudice to the Licensee's obligations under **Clause 10.7**, and the indemnity provided by the Licensee under this **Clause 25** shall include any costs of making good any damage to property real or personal, and any damages or compensation payable at common law or under any statute, in respect of or in consequence of any accident, illness or injury to any workman or other person in the employment of the Licensee, his agents or servants.

25.3 Without prejudice to **Clauses 25.1 and 25.2** above, the Licensee shall indemnify the Licensor against any liability incurred by the Licensor to

any person against all claims, demands, damages, costs, expenses, proceedings or actions whatsoever made against or incurred by the Licensor, by reason of any negligence, default or breach by the Licensee, his agents or servants of this Licence Agreement.

26 NOTICES

- 26.1 Any notice (including letters) served under or otherwise in connection with this Licence Agreement shall be deemed properly served on the Licensee if forwarded or sent to the Licensee by registered post to his registered address or his address as stated in this Licence Agreement, or such other address as may be notified to the Licensor in writing and shall be deemed properly served on the Licensor if delivered to the Collector of Land Revenue personally or sent to the Collector of Land Revenue at the Building and Construction Authority by registered post. A notice (or letter) sent by registered post shall be deemed to be duly served on the date of recorded delivery.
- 26.2 All letters/notifications sent to the Licensee shall be sent to the postal address of _____, at _____ / email at obhchris@yahoo.com.sg / Fax: _____.

27 SEVERABILITY

In the event that any provision of this Licence Agreement shall become void, voidable, illegal or otherwise unenforceable, it may be severed from this Licence Agreement and the remaining provisions of this Licence Agreement shall as far as possible remain in full force and effect.

28 WAIVER

- 28.1 In no event shall any delay, failure or omission on the part of either of the Parties in enforcing or exercising any right, power, privilege, claim or remedy, which is conferred by this Licence Agreement, at law or in equity, or arises from any breach by any of the other Parties of this Licence Agreement, (i) be deemed to be or be construed as, a waiver thereof, or of any other such right, power, privilege, claim or remedy, in respect of the particular circumstances in question, or (ii) operate so as to bar the enforcement or exercise thereof, or of any other such right, power, privilege, claim or remedy, in any other instance at any time or times thereafter.
- 28.2 Any waiver granted under this Licence Agreement must be in writing and may be given subject to conditions. Such waiver will be effective only in the instance and for the strict purpose for which it is given.

28.3 Any waiver by any Party hereto of its right, in any instance, to require compliance with any of the terms of this Licence Agreement by the other Party shall not prevent that Party (subject to reasonable notice where a positive waiver has been granted) subsequently requiring such compliance in respect of that instance by the other Party.

28.4 No waiver of any breach of this Licence Agreement shall be deemed to be a waiver of any subsequent breach.

29 ENTIRE AGREEMENT

This Licence Agreement constitutes the entire agreement and understanding of the Parties, and supersedes any previous agreement between the Parties relating to the subject matter of this Licence Agreement. Each of the Parties acknowledges and agrees that in entering into this Licence Agreement, it does not rely on, and shall have no remedy in respect, of any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether a party to this Licence Agreement or not) other than as expressly set out in this Licence Agreement as a warranty. The only possible remedy available to the Parties for breach of warranty shall be a remedy for breach of contract where allowed at law. Nothing in this clause shall however operate to limit and exclude any liability for fraud.

30 APPLICABLE LAW

Without prejudice to **Clause 23.2(b)**, this Licence Agreement shall be deemed to be made in Singapore and shall be subject to, governed by and interpreted in accordance with the laws of the Republic of Singapore for every purpose and the Parties agree to submit to the exclusive jurisdiction of the Singapore Courts.

31 CONTRACTS (RIGHTS OF THIRD PARTIES)

Except for the Authority (and such managing agent as may be notified by the Licensor to the Licensee from time to time), any person who is not a party to this Licence Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 2001 or otherwise, have any rights to enforce any term of this Licence Agreement.

32 APPENDICES

The appendices to this Agreement, listed as follows, shall form an integral part of this Agreement:

Appendix I - Technical Requirements, other Duties of the Licensee & other Agencies' Requirements

- Appendix II - Liquidated Damages for Breaching Stockpile Height Restriction
- Appendix III - Specimen of Banker's Guarantee/Insurance or Performance Bond
- Appendix IV - List of Services provided at the Aggregate Terminal
- Appendix V - List of Drawings
- Appendix VI - Minimum Stockpile Volume

Breach of any term or condition in the appendices shall constitute a breach by the Licensee under this Licence Agreement. In the event of any inconsistency between the contents of the appendices and the contents of this Licence Agreement, the contents of this Licence Agreement shall prevail.

33 JOINT AND SEVERAL LIABILITY

In the event that the Licensee consists of more than one member, each member of the Licensee acknowledges and agrees that such member is jointly and severally liable to the Licensor in respect of all obligations and liabilities of the Licensee under this Licence Agreement, and that references to the Licensee in this Licence Agreement shall refer to the members collectively.

34 CONSENT / APPROVAL REQUIRED OF THE LICENSOR

In the event that any consent or approval is required of the Licensor under any provision of this Licence Agreement, such consent or approval may be given or withheld by the Licensor at its absolute discretion. If given, the consent or approval shall be in writing and on such terms and conditions as the Licensor shall at its absolute discretion deem fit to impose (including the payment of any additional Licence Fee, fees and charges and the provision of additional security deposits).

35 EXCLUSION OF WARRANTY AS TO USE

Nothing in this Licence Agreement or in any consent granted by the Licensor or its agent is to imply or warrant that the Premises may lawfully be used under the Planning Act 1998 for the Approved Use or for any use or purpose subsequently authorised by the Licensor.

36 VARIATION

36.1 Subject to **Clause 36.2** below, any amendment to this Licence Agreement shall not be valid unless mutually agreed in writing by the Licensor and Licensee.

36.2 Notwithstanding **Clause 36.1** above, the Licensor may amend and/or modify the Duties of the Licensee, as set out in **Appendix I**, by giving the

Licensee at least **14 days'** prior notice of the amendment and/or modification.

37 CUMULATIVE REMEDIES

The rights and remedies of the Licensor and Licensee under this Licence Agreement are cumulative and are in addition and without prejudice to any rights or remedies the Licensor / Licensee may have at law or in equity. Further, no exercise by the Licensor / Licensee of any one right or remedy under this Licence Agreement shall operate so as to hinder or prevent the exercise by it of any other right or remedy under this Licence Agreement or any other right existing at law or in equity.

38 LIMITATION OF LIABILITY

38.1 In no event will the Licensor and/or Authority be liable for:

- (a) Any incidental, indirect, special, or consequential costs or damages of any kind; or
- (b) Any lost business, revenues, goodwill, or profits; failure to realize expected savings whether or not the Licensor was aware or should have been aware of the possibility of such costs, expenses, or damages.

38.2 To the extent allowed by local law, these limitations will apply regardless of the basis of liability, including negligence, misrepresentation, breach of any kind, or any other claims in contract, tort, or otherwise.

39 SET-OFF

Whenever under this Licence Agreement any sum of money shall be recoverable from or payable by the Licensee, the same may be deducted from any sum then due or which at any time thereafter may become due to the Licensee under this Licence Agreement with the Licensor.

40 EXERCISE OF RIGHTS BY THE LICENSOR

Any exercise of the Licensor's rights under this Licence Agreement is without prejudice to BCA's rights and powers under written law, including the Building and Control Act 1989 and all related subsidiary legislation.

41 NO ALTERNATIVE SITE

No alternative site shall be given to the Licensee on the termination, cancellation, revocation or expiry of this Licence Agreement.

42 SURVIVAL OF CLAUSES

Clauses 6, 7, 14.3, 15, 22, 31, 37, 38, 39 and 43 of this Licence Agreement and such other provisions which by implication are intended to survive the expiry, cancellation, revocation or termination of this Licence Agreement, shall survive the expiry, cancellation, revocation or termination of this Licence Agreement (howsoever caused).

43 CONFIDENTIALITY

Except with the written consent of the Licensor, the Licensee shall not disclose any information in relation to this Licence Agreement, any information acquired in the course of its performance of its obligations under this Licence Agreement and any information issued or furnished by or on behalf of the Licensor in connection with this Licence Agreement ("Confidential Information") to any person. In addition to the foregoing, the Licensee shall not make use of any Confidential Information other than for the purposes of this Licence Agreement, without prior written consent of the Licensor.

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

Signed by

Ang Lian Aik)
Collector of Land Revenue)_____

in the presence of:

Aaron Seow)
Director)_____
Strategic Resources Department
Building and Construction Authority

Signed by

Name:)
Designation:)_____
for and on behalf of
_____.

in the presence of:

Name:)
Designation:)_____

Company Stamp: