

TECHNICAL REQUIREMENTS, OTHER DUTIES OF THE LICENSEE & OTHER AGENCIES' REQUIREMENTS

PART A - TECHNICAL REQUIREMENTS

Pursuant to **Clause 8.2** of the General Conditions, the Licensee shall observe and comply with the following requirements:

1. DUST CONTROL MEASURES

- 1.1 Install adequate and sufficient water mist sprinkler system at the exit of the Premises to wet the surface of the cargo on the loaded trucks exiting the Premises.

2. MAXIMUM STOCKPILE HEIGHT AND GROUND LEVEL

- 2.1 The stockpile shall be restricted to a maximum height of _____ **metres** at all times. The height is as measured from the ground level. The average ground level of Plot No. ___ is about _____.
- 2.2 The average ground level shall be used as the basis when determining the stockpile height throughout the Licence Agreement.
- 2.3 At the end of the Licence Agreement, the Licensee shall remove and restore the Premises to its original condition, including levelling the ground to the average ground level specified in **paragraph 2.1** above. The Licensee shall carry out a ground level survey to determine the average ground level prior to the return of the Premises to the Licensor. The survey shall be carried out by a registered land surveyor.
- 2.4 The Licensee shall make good any damage to the facilities within and in the vicinity of the Premises should the damage be caused by the Licensee's failure to restrict the stockpile height in accordance with this **paragraph 2**.

3. WORKS ON THE PREMISES

- 3.1 No buildings, temporary or permanent, shall be constructed or placed within **ten (10) metres** from any sewage treatment plant.
- 3.2 The Licensee shall engage
 - i. a Licensed Plumber to carry out application for sanitary permit from Sewerage Department, Public Utilities Board, for erection of toilet and connection to the existing sewers;
 - ii. a Licensed Electrical Worker (LEW) to apply for electricity supply to the Premises.

All costs incurred for the application, connection and supply of the utilities shall be borne by the Licensee.

- 3.3 All communications and electrical lines shall be laid underground. No overhanging cables are allowed.
- 3.4 The Licensee shall not remove or relocate any portion of the fence constructed at the boundary of the plots used to demarcate the security area within the Aggregate Terminal.

4. TEMPORARY RETAINING STRUCTURES

- 4.1 The Licensee shall provide temporary retaining structures along the boundaries of the Premises to demarcate the Premises allocated to him and to contain the Aggregate stockpile within the Premises and to prevent over-spillages to the adjacent land and facilities. The Licensee shall ensure their stockpile does not overflow into the perimeter drain, sewer, drainage and road reserve.
- 4.2 The temporary retaining structures shall be at a distance of at least **five (5) metres clear distance away** from any perimeter drains, manholes, sewers, fencings and hoardings. The Licensee shall contain all his Aggregates, materials, structures, equipment, etc, within the confines of the temporary retaining structures. The Licensee shall be responsible for the general cleanliness, cutting of overgrown weed and clearing of spillages in this setback area.
- 4.3 The temporary retaining structures shall be designed by a Qualified Person and be approved by the Building and Construction Authority. The Licensee shall submit a copy of the approved permit to the Licensor. The Qualified Person shall supervise the installation of the temporary retaining structure and conduct periodic inspections to ensure the concrete blocks are placed as per approved design.
- 4.4 In the absence of a design by a Qualified Person and approval by the Building and Construction Authority for the temporary retaining structure, the Licensee may consider to adopt the use of concrete blocks in the configuration as shown in **Fig. 1** below as temporary retaining structures.

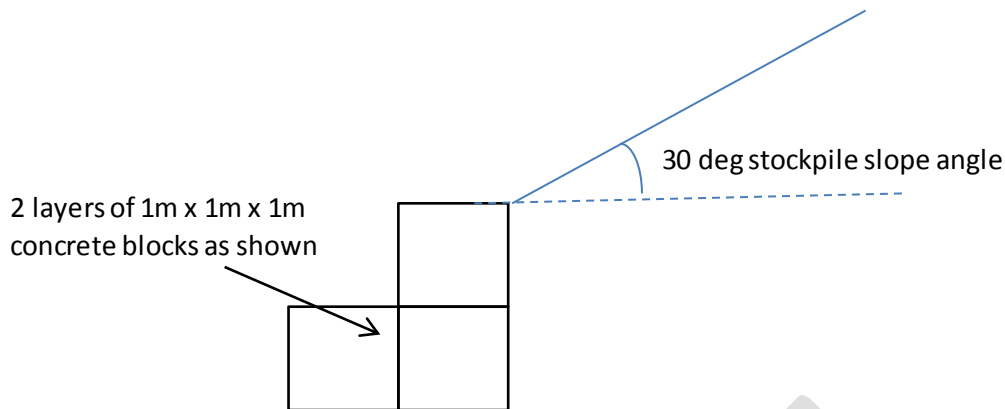


Fig 1

- 4.5 The Licensee shall make good any damage to the facilities within and in the vicinity of the Premises should the damage be caused by the Licensee's failure to set the distance of the temporary retaining structures in accordance with **paragraph 4.2** above.

5. ROADS AND DRAINAGE

- 5.1 At his own cost, and in compliance with the requirements of the relevant authorities, the Licensee shall construct all necessary permanent culverts, means of access and roads to the Premises. The plans and specifications in respect of such works shall be submitted to all the relevant authorities and the Licensee shall not commence these works on site without obtaining the necessary approvals from the relevant authorities. Within **one (1) month** of the completion of such permanent culvert, means of access and roads, the Licensee shall remove any temporary crossing, and reinstate any roads, roadside kerbs, drains, turfing or the like that are damaged or dirtied by him, his servants, contractors, sub-contractors, or agents or their respective servants, to the satisfaction of the Licensor and other relevant authorities.
- 5.2 At his own cost, the Licensee shall construct an internal drainage system including cut-off drain within the Premises to the satisfaction of the Licensor to ensure effective channeling of surface water and to prevent silt and mud from entering the access roads, pavements, etc. All surface water collected shall be discharged into the sump pit and water collection tank for recycled use within the Premises. No water shall flow into adjacent properties or onto the roads and pavements fronting the Premises. The plans and specifications in respect of such works shall be submitted to all the relevant authorities and the Licensee shall not commence these works on site without obtaining prior approval from the relevant authorities.
- 5.3 The Licensee shall comply with all the conditions imposed by the relevant authorities, including but not limited to the Public Utilities Board's requirements relating to the discharge into storm water drainage system and National Environment Agency's requirements relating to the prevention of mosquito breeding on site and environmental pollution control.

- 5.4 The Licensee shall enter and exit the Premises only by using existing driveways and through existing exit / entrance point(s). If there is no driveway leading to the Premises as at the date of this Agreement, the Licensee shall design and construct proper exit / entrance point(s) at the Premises and driveways leading from the existing road to the Premises at his own cost. The Licensee shall obtain the prior written approval for the location of the said driveways and exit / entrance point(s) from the relevant authorities and the Licensor and such approval shall be given at their sole discretion.

6. HOARDINGS

- 6.1 The Licensee shall maintain the metal hoarding along the boundary of the Premises, including the supporting structure, foundation, bolts and nuts, etc. The Licensee shall repair all damage, holes, tears, etc. on the hoarding, and replace any corroded bolts, nuts and parts of the supporting structure. If, due to the lack of maintenance by the Licensee, there is a need to replace the entire hoarding, the Licensee shall do so at his own expense.
- 6.2 The Licensee shall ensure that his temporary retaining structure does not come in way of the supporting structure of the hoarding.
- 6.3 The Licensee shall paint the hoarding and the supporting structure at the end of each term in accordance with the paint specifications and color as determined by the Licensor.
- 6.4 The Licensee shall refer to the Drawings for the design and details of the hoardings.

7. TRIAL PITS

- 7.1 The Licensee shall carry out trial pits prior to the commencement of the Licence Agreement in the presence of the Licensor. The Licensee shall make arrangements with the Licensor regarding the date for the trial pits. There should be at least one trial pit of about 2m depth for every 100m² of land area. At the sole discretion of the Licensor, the depth (up to a maximum depth of 4m) and numbers of trial pits may be increased. In relation to the depth of the trial pit, the Licensee shall make all the necessary preparations for his excavator to reach the required depth as may be instructed by Licensor. The Licensee shall submit **two (2) copies** of the trial pits report with colour pictures and descriptions of soil to the Licensor **within one (1) week from the date of the trial pits**. The Licensor is not bound by the trial pits results, and the Licensee will not be entitled to make any claim against the Licensor for damage or expenses of any kind by reason of or arising from the results of trial pits.

8. OTHERS

- 8.1 The Licensee shall confine all his Works and activities to within the Premises. He shall not cause obstruction to other parties who may be working in the land(s) adjacent to the said Premises at the same time.
- 8.2 At his own cost, the Licensee shall, within **one (1) month** of the completion of the Works on the Premises and related works, reinstate any roads, roadside kerbs, drains, turfing and permanent culverts around the Premises which may have been damaged or dirtied by the Licensee, his servants, contractors or agents or their respective agents to the satisfaction of the Licensor and the relevant authorities.
- 8.3 Except for the purpose of or in relation to the carrying out and completion of the Works, the Licensee shall not at any time before the completion of the Works and without the prior approval in writing of the Licensor and all relevant authorities:—
- (a) use or permit or suffer the Premises to be used for any other purpose, irrespective of the period or nature of such use; or
 - (b) erect or put up or permit or suffer to be erected or put up upon or within the Premises any structure.

PART B - OTHER DUTIES OF THE LICENSEE

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

9. SUBMISSION OF DOCUMENTS, RECORDS AND REPORTS

- 9.1 The following documents shall be submitted to the Licensor before the commencement of operation at the Premises :
- (a) Drawings of the structures (including plans and elevation);
 - (b) Site layout plan showing traffic flow of trucks, water sprinkler points, internal drainage system, etc.;
 - (c) Approvals for temporary retaining structures design;
 - (d) Factory Registration and Notification under Ministry of Manpower requirements;
 - (e) Approvals from agencies for the installation of utility meters and toilets;
- 9.2 The Licensee shall submit any other reports or records as and when requested by the Licensor during the Licence Period.

10. MAINTENANCE, REPAIR AND CLEANLINESS

- 10.1 The Licensee shall at his own expense maintain the tidiness and good order of the Premises (including the entrance to the Premises) at all times, and ensures that all vehicles including trucks shall be properly washed to avoid spillage of Aggregates onto the road when they enter or leave the Premises. The Licensee shall not alter the layout of the Premises without the written consent of the Licensor.
- 10.2 The Licensee shall at his own expense keep the interior and exterior of the Premises, including structures and facilities such as gates, hoardings, fixtures, fittings, sanitation, water supplies, electrical apparatus, boundary walls, fences, etc., in good repair and condition throughout the Licence Period. The Licensee shall take all reasonable measures and precautions to ensure that any damage, defect or dilapidation of the structures and facilities will not give rise or cause or contribute to any damage to or injury on the Premises. The Licensee shall repair any such damage, defect or dilapidation throughout the Licence Period.
- 10.3 The Licensee shall at his own cost maintain the road surface, permanent culverts and road kerbs at the area shaded in grey as shown in **Fig. 2** below. The Licensee shall also carry out repairs to potholes immediately during the Licence Period when such potholes arise. The repair shall comply with the technical specifications for road surfaces specified by the relevant authority and be done to the satisfaction of the Licensor.
- 10.4 The Licensee shall ensure the cleanliness of the entrance/exit to the Premises including the driveway leading to the entrance/exit shaded in grey as shown in **Fig. 2** below and keep the area debris-free at all times. The Licensee shall pave the driveway (either using concrete or steel plates) minimally to the dimensions as shown in the line-shaded area in **Fig. 2** below. The Licensee shall also carry out regular cleaning and clearing of silts from the cut-off drains, and sump pit.

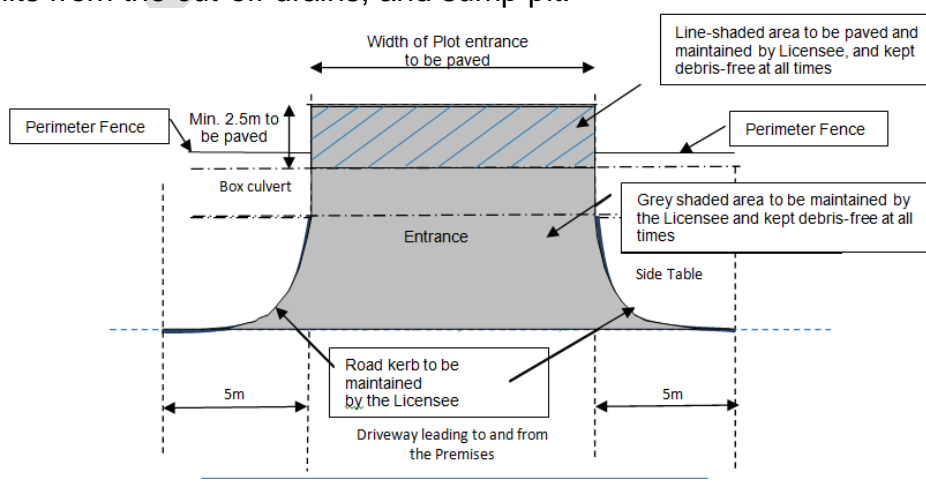


Fig. 2

- 10.5 The Licensee shall make good or have made good to the satisfaction of the Licensor, all the damage, defect or dilapidation of the Premises howsoever caused at any time during the Licence Period and at the termination or expiry of the Agreement, provided always that the Licensor may at its option make good such damage, defect or dilapidation instead and collect such costs and expenses incurred thereby from the Licensee as a debt.
- 10.6 The Licensee shall maintain the perimeter drain, cut-off drain, silt trap, sump pump, fencing and the turfed area within the sewer/perimeter drain reserve fronting the Premises in good condition, and to renew and replace them if they are beyond repair at any time during the Licence Period.
- 10.7 The Premises shall be kept clear of all rubbish and debris of whatever nature. The Licensee shall dispose of all debris and rubbish only at the dumping ground specified by the Licensor or the relevant authority.
- 10.8 The Licensee shall provide at his own expense sufficient bulk bins with capacity of not less than **one (1) cubic meter** each with disposable bags of adequate size at the Premises for the storage of all inorganic waste such as building debris, dust, litter, timber or boxes. Separate bins with tight lid covers shall be provided for the storage of organic waste such as waste from food and plants.
- 10.9 All wastes at the Premises shall be collected and stored in the abovementioned bins and removed for disposal at the approved refuse disposal grounds as often as necessary so as not to cause nuisance. All charges levied for the disposal shall be borne by the Licensee.
- 10.10 The Licensee shall notify the Licensor immediately of any defect in the Premises which may give rise to any duty on the part of the Licensor, and the Licensee shall at all times display and maintain any notices that the Licensor may from time to time require the Licensee to display at the Premises.
- 10.11 The Licensee shall notify and produce immediately to the Licensor a copy of any notice, direction, or order that affects the Premises that is issued to or served on the Licensee by any relevant authority, and the Licensee shall without delay take all necessary steps to comply with such notice, direction or order.
- 10.12 The Licensee shall be responsible to maintain the fencing and repair any damages whether or not the damage is caused by the Licensee.

11. OTHER DUTIES OF THE LICENSEE

- 11.1 The Licensee shall not permit any goods whatsoever to be stored outside the Premises.

- 11.2 The Licensee shall not hold or permit to be held any sale by auction upon the Premises.
- 11.3 The Licensee shall not bring or allow any other person to bring onto the Premises any machinery except such equipment as may be required for the Approved Use.
- 11.4 The Licensee shall not use or permit the Premises or any part thereof to be used for any illegal or immoral purposes.

PART C - OTHER AGENCIES' REQUIREMENTS

12. FIRE PROTECTION SYSTEM

- 12.1 The fire protection system currently consists of hydrants located by the road. The Licensee shall comply with the following Fire Safety and Shelter Bureau's (FSSB) requirements including but not limited to the following:
 - (a) Proper installation of fire hydrants within the plot so as to comply with the applicable statutory and other requirements and guidelines;
 - (b) Water for fire hydrants should be taken from the potable water sub meter;
 - (c) Provide fire-fighting equipment. The fire extinguishers shall be checked periodically and serviced.

13. ELECTRICAL SYSTEM

- 13.1 The Licensee shall comply with the following SP Power Grid requirements including but not limited to the following:
 - (a) To engage its own Licensed Electrical Worker (LEW) for electricity connection application
 - (b) Not exceeding the the maximum electricity supply from SP PowerGrid Ltd.

PART D – USE OF STORAGE PLOT AT AGGREGATE TERMINAL

14. ACCESS TO BERTHING/MOORING AREA

- 14.1 The Licensee shall have access to the Berthing/Mooring Area of the Aggregate Terminal. He and/or his employees will be issued passes by the Berth Operator to enter and leave the Berthing/Mooring Area. Proper record of his and/or their entering and leaving the Berthing/Mooring Area shall be

maintained by the Berth Operator and produced for inspection by the Licensor.

14.2 In addition to complying with **paragraph 14.1** above in using the Berthing/Mooring Area, the Licensee is to comply with all of the Maritime and Port Authority of Singapore's (MPA's) requirements, regulations and by-laws on navigation and berthing/mooring of floating crafts and to pay all fees imposed by the MPA.

14.3 The following passes may be issued by the Berth Operator and used by the Licensee:-

- i. Type A (Permanent) with photographs
For staff and security personnel of the Berth Operator;
- ii. Type B (Permanent) with photographs
For the Licensee and such of his employees who need to enter the Berthing/Mooring Area frequently. Such persons will include truck drivers who need to convey Aggregates from the Berthing/Mooring Area to the Aggregate Storage Plot;
- iii. Type C (Special - Daily)
For foreign persons in the employment or service of the Licensee who need to leave the Berthing/Mooring Area for the Aggregate Storage Plot for work assignments;
- iv. Type D (Special - Daily)
For any persons of local origin or foreign origin but holding valid Immigration Passes who have valid reasons to enter the Berthing/Mooring Area. Such persons will include visitors and service personnel;
- v. Type E (Special)
For foreign persons in the employment or service of the Licensee who need urgent medical care.

14.4 For Type C passes, the Licensee shall furnish to the Licensor a security bond for an amount to be notified by the Licensor to the Licensee to guarantee the good behaviour of pass holders and ensure that they will return to the Berthing/Mooring Area on completion of their work assignments. A cut-off time shall be set for the return of these pass holders.

14.5 In the event that a holder of Type E pass is hospitalised, the Licensee shall inform the Licensor and show proof that the pass holder will return to the Berthing/Mooring Area after being discharged from the hospital.

14.6 **[Only for TAT]** The Licensee shall comply with the restriction of sea-space at Tuas Aggregate Terminal in accordance to the guidelines set out by the Explosive Safety Committee (Singapore) (**See Annexes A and B**):

- (a) No vessels or crafts shall anchor or lie within **four hundred meters (400m)** or be underway within **two hundred meters (200m)** of the jetty head;
- (b) No vessels or crafts shall anchor or lie or be underway within 60m of the slipway.

15. KEEPING RECORDS OF WORKMEN

- 15.1 The Licensee shall comply with the relevant laws regarding the engagement of workmen who are non-Singapore citizens. Work Permits must be obtained for these workmen from the Ministry of Manpower.
- 15.2 The Licensee shall keep proper records of all workmen employed by him. These records shall include the following information which shall be obtained before each workman commences duty:
 - i. Name of workman (and alias if any);
 - ii. Identity Card No;
 - iii. Address;
 - iv. Work Permit No, if any.