

Schedule of Building Terms

- 1 If required to undertake Building Works, the Successful Tenderer and its Authorised Person are licensed to enter the Premises with all necessary materials and equipment. In carrying out the Building Works, the Successful Tenderer must comply with the following:
- (a) obtain prior consent from JTC for the full and complete plans, elevations and specifications of the Building Works ("Plans"). When reviewing the consent application, JTC will take into consideration whether the Plans comply with Appendix 4 (*Technical Conditions of Tender*) or are satisfactory from the point of view of, amongst others, layout, site utilization, landscaping, construction materials, facades and types, colour and appearance of buildings and other structures;
 - (b) upon JTC's consent, seek and obtain the approval of the Authorities for carrying out the Building Works including submission of the Plans ("Approved Plans");
 - (c) the Successful Tenderer must not amend any Plans that have been consented by JTC without JTC's prior further consent even though the amendments may have been approved by the Authorities (such further consent not to be unreasonably withheld).
 - (d)
 - (i) commence Building Works after the Possession Date and develop the Premises before the Completion Submission Date to a gross floor area of not more than the Maximum Gross Floor Area; and
 - (ii) in any case, if the gross floor area will exceed the Maximum Gross Floor Area, the Successful Tenderer must obtain JTC's and the Authorities' prior consent and pay all development charges, differential premium, and any other charges to the Authorities and additional rent or premium (as stipulated by JTC) to JTC;
 - (e) engage a professional engineer to carry out soil investigations (to advise on the state and condition of the Premises and the soil conditions) so as to design structurally sound buildings and structures for the Building Works taking into consideration the state and condition of the Premises;
 - (f) submit plans for the construction of your temporary crossing, wash bay, silt trap etc. for JTC's approval;
 - (g) carry out the Building Works in accordance with any height restrictions in Appendix 4 (*Technical Conditions of Tender*) which may be subject to change from time to time without prior notice by the Authorities or us;
 - (h) execute such works as may be required to be done in respect of the state and condition of the Premises (especially its ground/seabed levels, topography, subterranean conditions, soil contaminants, content, compounds and characterisation);
 - (i) insure Building Works to their full reinstatement value in the Successful Tenderer's and JTC's joint names against loss or damage by fire, increase such insurance proportionately as the Building Works approach completion and to keep the Building Works insured until they are completed;
 - (j) finish the Building Works in a workman-like manner in accordance with the Approved Plans so as to be completely fit for immediate occupation and operation before the deadline stipulated by us. In this regard, JTC may grant the Successful Tenderer an extension of time to complete the Building Works subject to terms and conditions that we may impose at such time;
 - (k) [Not Used.];
 - (l) engage a Qualified Person (as defined in the Building Control Act 1989) to certify in writing to JTC within 1 month after the completion of the Building Works that all the construction and reinstatement works required and consequent excavation works have been carried out and completed satisfactorily;
 - (m) repair all damage to the footpaths, trees, road pavement, roadside kerbs and side tables, box culverts and drains fronting and around the Premises ("Damage"). For so long as the permanent road(s) fronting the Premises has not been handed over to the Authorities, the Successful Tenderer continues to be responsible for repairing all Damage expeditiously to

our satisfaction. The Successful Tenderer is responsible to rectify all Damage unless it provides JTC with sufficient proof that the Successful Tenderer or its Authorised Person did not cause or contribute, directly or indirectly, to the Damage. If Successful Tenderer fails to fully repair the Damage expeditiously, JTC is entitled (but not obliged) to carry out any works JTC deems necessary. Such remedial action will not affect or diminish JTC's rights elsewhere in the Conditions of Tender and the Tenancy, and you must pay us the cost of such works;

- (n) ensure that all fencing and boundary walls of the Premises, if any (including the anti-climb), meet a height requirement as stated in Appendix 4 (*Technical Conditions of Tender*). In this regard, the Successful Tenderer may seek JTC's prior consent to vary the height requirement if it is not aligned with the Successful Tenderer's security and other needs; and
- (o) inform IRAS immediately upon obtaining the Temporary Occupation Permit for all the Building Works (if applicable).

2 [Not Used.].