

REGISTRATION NO :

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FIRST SUPPLEMENTARY AGREEMENT RELATING TO

PRIVATE LOT A12288 MUKIM NO. 7 TUAS

B E T W E E N

J U R O N G   T O W N   C O R P O R A T I O N

A N D

M E C H M A S T E R   E N G I N E E R I N G   P T E   L T D

DATED : 5th October 1994

FIRST SUPPLEMENTARY AGREEMENT  
PRIVATE LOT A12288 IN TUAS

THIS AGREEMENT is made the 5th day of October 1994  
BETWEEN the JURONG TOWN CORPORATION a body corporate incorporated  
under the Jurong Town Corporation Act and having its Head Office  
at Jurong Town Hall, Jurong Town Hall Road, Singapore 2260  
(hereinafter called "the Owner") of the one part and MECHMASTER  
ENGINEERING PTE LTD a company incorporated in Singapore and  
having its registered office at

1 Tuas Avenue 16,

Singapore 2263

(hereinafter called "the Licensee") of the other part.

WHEREAS :

(A) By a Building Agreement dated the 12th day of September 1991 (hereinafter called "the Principal Agreement") made between the same parties as the parties herein and in the same order, the Owner granted to the Licensee the licence and authority to enter upon all that piece of land known as Private Lot A12288 (hereinafter called "the property") more particularly described in Clause 1 appearing at page 1 of the Principal Agreement for the purpose and upon the terms and conditions set out therein.

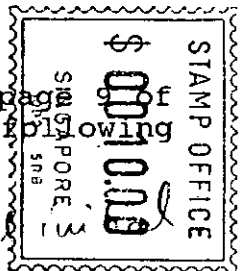
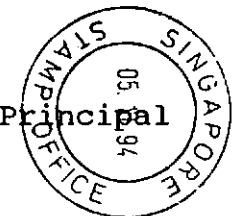
(B) The Owner, by its letters dated 12th and 17th day of March 1994, agreed to grant to the Licensee an option for a further term of thirty (30) years from 1st day of July 2021 subject to the terms and conditions of the said letters.

(C) The Lessor has also by its letter dated the 10th day of January 1994 to the Licensee, informed the Licensee of the decision by the Owner to convert the existing annual rent revision contained in the reddendum of the Lease in the First Schedule of the Principal Agreement to a more favourable rent revision scheme as set out hereunder, subject to the terms and conditions contained in the letter.

(D) This Agreement is supplemental to the Principal Agreement.

IT IS HEREBY AGREED to vary the Principal Agreement as follows:

1 That sub-clause (xxiv) of Clause 2 appearing at page 9 of the Principal Agreement shall be deleted and the following substituted therefor:



"(xxiv) Subject always to Clause 2(xx) hereinbefore appearing, to give to the Owner written notice of every change of name within one month from the date of each change."

2 That the following sub-clause shall be inserted immediately after sub-clause (xxxiii) of Clause 2 appearing at page 11 of the Principal Agreement:

"(xxxiv) The licence fee and other taxable sums payable by the Licensee under or in connection with this licence shall be exclusive of the goods and services tax (hereinafter called "tax") chargeable by any government, statutory or tax authority calculated by reference to the amount of licence fee and any other taxable sums received or receivable by the Owner from the Licensee and which tax is payable by the Licensee. The Licensee shall pay the tax and the Owner acting as the collecting agent for the government, statutory or tax authority shall collect the tax from the Licensee together with the licence fees hereinbefore reserved without any deduction and in advance without demand on the 1st day of each of the months of January, April, July and October, and in the manner and within the period prescribed in accordance with the applicable laws and regulations."

2 That the basis or formula on which the yearly rent increase is calculated, as contained in that part of the reddendum from the words "but so that the increase shall not exceed 10%, compounded" to the words "Initial Rent x (1.1) <sup>n-1</sup>" appearing on page 2 of the Lease contained in the First Schedule of the Principal Agreement, shall be and is hereby varied so that on and with effect from the 1st day of July 1994 and on the 1st day of July of every year thereafter the yearly rent shall also be subject to revision at the rate based on the market rent of the demised premises on the respective dates but so that each yearly increase shall instead not exceed 7.6% of the annual rent for each immediately preceding year.

4 That sub-clause (xxv) of Clause 1 of ML I/30809F referred to in the Lease contained in First Schedule of the Principal Agreement shall be deleted and the following substituted therefor:

"(xxv) Subject always to Clause 1(xi) of ML I/30809F, to give to the Lessor written notice of every change of name within one month from the date of each change."



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5 That the following sub-clause shall be inserted immediately after sub-clause (xxxvii) appearing at page 4 of the Lease contained in the First Schedule of the Principal Agreement:-

"(xxxviii) Without prejudice to the generality of Clauses 1(iii) and 1(vii) of ML I/30809F, the rent and other taxable sums payable by the Lessee under or in connection with this lease shall be exclusive of the goods and services tax (hereinafter called "tax") chargeable by any government, statutory or tax authority calculated by reference to the amount of rent and any other taxable sums received or receivable by the Lessor from the Lessee and which tax is payable by the Lessee. The Lessee shall pay the tax and the Lessor acting as the collecting agent for the government, statutory or tax authority shall collect the tax from the Lessee together with the rent hereinbefore reserved without any deduction and in advance without demand on the 1st day of each of the months of January, April, July and October, and in the manner and within the period prescribed in accordance with the applicable laws and regulations."

6 That the following Clause 2A shall be inserted immediately after clause 1(xxxviii) appearing at page 4 contained in the form of Lease in the First Schedule of the Principal Agreement:-

"2A The Lessor further covenants with the Lessee that he shall grant to the Lessee a lease of the demised premises for a further term of thirty (30) years (hereinafter referred to as "the further term") from the expiry of the said term upon the same terms and conditions and containing like covenants as are contained in this lease with the EXCEPTION of the present covenant for renewal PROVIDED THAT:

- (i) there shall be a minimum investment by the Lessee of \$750/- per square metre of the gross building floor area on building and civil works and a minimum investment of \$400/- per square metre of the demised premises on plant and machinery, (also referred to as "the fixed investment criteria") and due proof of such investment is produced to the satisfaction of the Lessor on or before the 31st day of December 1994;
- (ii) to build to a gross plot ratio of not be less than 0.6 by the 31st day of December 1994;
- (iii) at the time due proof of such investment is produced and at the expiry of the said term, there be no existing breach or non-observance of any of the covenants and conditions herein contained on the part of the Lessee to be observed or performed;

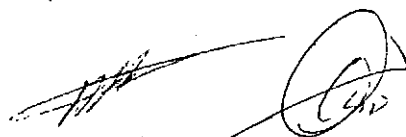
(iv) the rental payable for the further term shall be as set out hereunder;

(a) the yearly rent for the further term shall be at the rate based on the market rent at the commencement of the further term (hereinafter referred to as "the Second Initial Rent") which rate shall however be subject to revision on the 1st day of July 2022 to a rate based on the market rent on the date of such revision determined in the manner following but so that the increase shall not exceed 7.6% of the Second Initial Rent;

(b) the yearly rent so revised on the 1st day of July 2022 shall be subject to revision on the 1st day of July of every year thereafter at the rate based on the market rent on the respective dates determined in the manner following but so that the increase shall not exceed 7.6% of the annual rent for each immediately preceding year;

(c) the yearly rent for the further term shall be payable by equal quarterly instalments without any deductions and in advance without demand on the 1st day of each of the months of January, April, July and October in every year of the further term at the office of the Lessor or at such other office as the Lessor may designate the 1st of such payments to be made on or before the commencement of the further term;

(d) for the purposes of (a) and (b) above, the market rent shall mean the rent per square metre per annum of the demised premises excluding the buildings and other structures erected thereon and shall be determined by the Lessor on or about the dates mentioned (and payable retrospectively with effect from the dates mentioned if determined after the dates mentioned) and the decision of the Lessor shall be final;

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- (v) if required by the Lessor, the Lessee shall within four (4) months from the commencement of the further term and at his own cost and expense, carry out and complete such improvements to the landscaping at the demised premises as may be stipulated in writing by the Lessor;
- (vi) the Lessee shall six (6) months before the expiry of the said term submit, for the approval of the Lessor and the relevant governmental and statutory authorities, plans for the upgrading of the exterior of buildings on the demised premises to the same highest quality of new buildings which the Lessor will be building at that time, and the Lessee shall expeditiously do all acts and things necessary to obtain the approval, all the cost and expense of the Lessee; and
- (vii) the Lessee shall at his own cost and expense complete, within eighteen (18) months from the commencement of the further term, the upgrading of the buildings in accordance with the plans approved by the Lessor and the relevant governmental and statutory authorities and to the satisfaction of the Lessor.

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

SIGNED on behalf of

**JURONG TOWN CORPORATION**

By : SWEE KEE SIONG  
Deputy Chief Executive Officer

in the presence of:

**GLORIA ONG SIEW CHOO**

The Common Seal of

**MECHMASTER ENGINEERING PTE LTD**

was hereunto affixed

in the presence of:

Signature:.....  
Name: AN LIM SAN  
Designation: DIRECTOR

Signature: .....  
Name: AW Kim Eun-yeon  
Designation: Director

I, \_\_\_\_\_, an  
Advocate and Solicitor of the Supreme Court of Singapore hereby  
certify that on the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_  
the Common Seal of MECHMASTER ENGINEERING PTE LTD was duly  
affixed to the within written instrument at Singapore in my  
presence in accordance with the regulations of the said Company  
which regulations have been produced and shown to me.

WITNESS my hand this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

.....  
Advocate and Solicitor  
Singapore

*pl insert the date*