ANNEXURE 12

DIRECT AGREEMENT

THIS AGREEMENT is made on 2012.

BETWEEN:

(1) [●] **(Unique Entity No. [●])**, a body corporate incorporated under **[law of Singapore]** and having its [principle office] at **[●]** (the "**Principal Agency**");

(2) [*insert name of Concession Company*] [*insert address*] ("**Concession Company**"); and

(3) [*insert name of Financing Parties' representative*] [*insert address*] ("**Representative**").

RECITALS

A. The Principal Agency and the Concession Company have entered into the Concession Agreement.

B. The Financing Parties have provided financial accommodation to the Concession Company pursuant to the Financing Documents.

C. The Representative is the [*agent/security trustee/security agent*] of the Financing Parties pursuant to the Financing Documents.

D. As security, in part, for the Financing Parties providing financial accommodation to the Concession Company pursuant to the Financing Documents, the Concession Company has [assigned/charged] all of its present and future rights, titles, benefits and interests in and to the Concession Agreement to the Representative (for and on behalf of the Financing Parties) pursuant to the Security.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. Words and expressions in the Concession Agreement

Unless otherwise defined or the context otherwise requires, words and expressions used in the Concession Agreement will have the same meaning when used in this Agreement.

1.2. Definitions

In this Agreement:

Additional Obligor has the meaning set out in Clause 5.1;

Chilled Water Service has the meaning given to that term in the Concession Agreement;

Concession Agreement means the agreement dated [*insert date*] between The Principal Agency and the Concession Company under which the Concession Company agrees to undertake the Project and supply Chilled Water to the Tenants;

Concession Company Default means any Default described in Clause 28.1 of the Concession Agreement;

Costs means any costs and expenses of The Principal Agency (including management time charges, administrative costs, legal fees, costs and disbursements, fees and costs of advisors and travelling and out of pocket expenses);

Cure Period has the meaning set out in Clause 6.1;

Data Centre has the meaning given to that term in the Concession Agreement;

Data Centre Park has the meaning given to that term in the Concession Agreement;

Effective Date has the meaning set out in Clause 9.1;

Election Period has the meaning set out in Clause 4.1;

Enforcement Event means any acceleration of all outstanding amounts owed to the Financing Parties under the Financing Documents;

Financing Document means any and all loan agreements, notes, bonds, indentures, security agreements, registration or disclosure statements, subordination agreements, hedging agreements, mortgages, deeds of trust, credit agreements, note or bond purchase agreements, participation agreements and other documents entered into by the Concession Company relating to the financing of the design, engineering, procurement, construction, ownership, operation and maintenance of the Project (including this Agreement) and any refinancing of those provided by any Financing Party, including any modifications, supplements, extensions, renewals and replacements of that financing or refinancing;

Financing Party means any person or persons providing debt financing or refinancing under the Financing Documents to the Concession Company for the design, engineering, procurement, construction, ownership, operation and maintenance of the Project and their permitted successors and assigns, including any agent or trustee for them;

Financing Parties' Agent has the meaning set out in Clause 5.1(a)(ii);

Good Industry Practice has the meaning given to that term in the Concession Agreement;

Indemnifying Parties Group means:

(a) each Indemnifying Party; and

(b) each of the Indemnifying Party's Officers, employees, agents (including the Additional Obligor), representatives, Affiliates, contractors and licensees, and their respective Officers and employees;

Indemnifying Party has the meaning given to that term in Clause 12;

Insolvency Event has the meaning given to that term in the Concession Agreement;

Lease Documents has the meaning given to that term in the Concession Agreement;

Novation Notice has the meaning set out in Clause 9.1;

Officer means, in relation to a party, a director, secretary, general manager or other duly authorised officer for the time being of that party;

Outstanding Indebtedness has the meaning give to that term in Annexure 11 of the Concession Agreement;

Plant has the meaning given to that term in the Concession Agreement;

Purchase Price A has the meaning give to that term in Annexure 11 of the Concession Agreement;

Purchase Price B has the meaning give to that term in Annexure 11 of the Concession Agreement;

Project has the meaning given to that term in the Concession Agreement;

The Principal Agency Notice has the meaning set out in Clause 30;

The Principal Agency Step-in Rights has the meaning set out in Clause 29.1(a) of the Concession Agreement;

Receiver means any receiver, receiver and manager, or anyone else who has possession or control of the property of the Concession Company appointed or acting under the terms of a Security granted by the Concession Company in favour of a Financing Party;

Relevant Account means [*insert name of account and account details*] or such other account as the Representative may from time to time with 14 Days' prior notice notify The Principal Agency that monies due to the Concession Company under the Concession Agreement are to be paid into;

Security means the form of security pursuant to which the Concession Agreement is assigned or charged to the Financing Parties;

Site has the meaning given to that term in the Concession Agreement;

Site's Original Condition has the meaning given to that term in the Concession Agreement;

Step-in Date has the meaning set out in Clause 5.2;

Step-in Notice has the meaning set out in Clause 5.1;

Step-in Period means the period commencing on a Step-in Date and ceasing either:

(a) at the end of a Cure Period (if a Step-out Notice or Novation Notice is not issued);

(b) on the Effective Date (if a Novation Notice is issued);

(c) on the Step-out Date (if a Step-out Notice is issued); or

(d) the date The Principal Agency terminates the Concession Agreement in the manner contemplated in Clause 6.1(b);

Step-out Date has the meaning set out in Clause 7.2(a);

Step-out Notice has the meaning set out in Clause 7.1;

Substitute has the meaning set out in Clause 9.1; and

Tenants has the meaning given to that term in the Concession Agreement.

1.3. Interpretation

In this Agreement, unless the context otherwise requires:

(a) a reference to any law or legislation includes any statutory modification or re-enactment of that legislation;

(b) a reference to a person or individual includes a corporation, partnership, joint venture, association, authority, trust, state or government and vice versa;

(c) any reference in this Agreement to any person will be construed so as to include its respective successors, permitted transferees and permitted assigns (including by way of subrogation);

(d) a reference to any party to this Agreement or any other document or arrangement includes that party's executors, administrators, substitutes, successors and permitted assigns;

(e) the winding-up, dissolution, judicial management or administration of a company will be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which such company is incorporated or any jurisdiction in which such company carries on business;

(f) a reference to a Recital or a Clause, unless the context otherwise provides, is a reference to a Recital or a Clause of this Agreement;

(g) a reference to any agreement or document (including this Agreement) is a reference to that agreement or document (and, where applicable, any of its provisions) as amended, supplemented, novated or replaced from time to time;

(h) the singular includes the plural and vice versa;

(i) a reference to anything (including any right) includes a part of that thing, but nothing in this Clause implies that performance of part of an obligation constitutes performance of the obligation; and

(j) a reference to include or including will be construed without limitation.

1.4. Headings

In this Agreement, headings are for convenience of reference only and do not affect interpretation.

1.5. Precedence of obligations

If any ambiguity, inconsistency or conflict of obligations exists or arises between this Agreement and the Concession Agreement, the provisions of this Agreement will take precedence over the Concession Agreement and will apply to resolve that ambiguity, inconsistency or conflict.

2. ACKNOWLEDGMENT AND CONSENT

2.1. The Principal Agency consent

The Principal Agency hereby consents to the entry into and performance of the Security.

2.2. The Principal Agency acknowledgments

(a) Subject to Clause 2.2(b), the Principal Agency acknowledges that the Representative will not assume any liabilities or obligations under, pursuant to, or in connection with, the Concession Agreement as a result of the Security.

(b) The Representative shall only assume liability for its own acts or omissions in exercising rights or in performing or failing to perform obligations under the Concession Agreement pursuant to Clauses 5 to 10 inclusive.

2.3. Concession Company acknowledgment

The Concession Company acknowledges that, subject to the terms of this Agreement and notwithstanding the Security, the Concession Company remains fully responsible for the fulfillment of all its present and future liabilities and obligations under, pursuant to, or in connection, with the Concession Agreement.

3. THE PRINCIPAL AGENCY NOTICE

The Principal Agency may not terminate or exercise the the Principal Agency Step-in Rights under the Concession Agreement without giving the Representative a copy of any notice given to the Concession Company pursuant to Clause 28.2 or 29.3 (as applicable) of the Concession Agreement ("**The Principal Agency Notice**").

4. ELECTION BY THE REPRESENTATIVE

4.1. Election Period

The Principal Agency hereby grants the Representative a period of 30 Days (or such longer period as may be specified in the Principal Agency Notice or as the parties may agree) ("**Election Period**") from the receipt by the Representative of a copy of a Principal Agency Notice pursuant to Clause 3 to elect to exercise the step-in rights pursuant to Clause 5.

4.2. No restriction of rights

With the exception of termination of the Concession Agreement, the granting of the Election Period to the Representative and the option of the Representative to elect to step-in pursuant to Clause 5, does not restrict any other right or power of the Principal Agency under the Concession Agreement or in any way limit any obligation or liability of the Concession Company pursuant to the Concession Agreement.

4.3. Termination at end of the Election Period

If the Representative does not issue a Step-in Notice during the Election Period, the Principal Agency may, upon the cessation of the Election Period, immediately terminate the Concession Agreement by notice to the Concession Company.

5. STEP-IN

5.1. Step-in Notice

(a) If the Representative elects to exercise its step-in rights following receipt of a Principal Agency Notice, the Representative shall, within the Election Period, give notice ("**Step-in Notice**") to the Principal Agency in respect of:

(i) itself; or

(ii) subject to Clause 5.1(b), any third person nominated in writing by the Representative ("**Financing Parties' Agent**"),

stating that the Representative or the Financing Parties' Agent (as the case may be) (each an "**Additional Obligor**"), is to become an obligor (jointly and severally with the Concession Company) in respect of the Concession Company's obligations under the Concession Agreement on and from the Step-in Date.

(b) If the Representative nominates a Financing Parties' Agent pursuant to a Step-in Notice, the Representative shall provide adequate and sufficient evidence (together with relevant supporting documentation), to the satisfaction of the Principal Agency, that the proposed Financing Parties' Agent has the financial and technical ability, and relevant experience, to perform the obligations of the Concession Company under the Concession Agreement.

(c) The Principal Agency may, notwithstanding the fact that adequate and sufficient evidence had been provided to the Principal Agency pursuant to Clause 5.1.1(b) above, in its sole and absolute discretion, reject the proposed Financing Parties' Agent. If the Principal Agency rejects a proposed Financing Parties' Agent, the Representative may within 3 Business Days of such rejection issue a further Step-in Notice nominating itself or another Financing Parties' Agent as the Additional Obligor in accordance with Clause 5.1(a), upon which Clause 5.1(b) shall again apply.

5.2. Step-in Date

Subject to Clause 6, if an Additional Obligor steps-in under Clause 5.1, the Additional Obligor shall be deemed to be a party to the Concession Agreement on and from the date the relevant Step-in Notice is given by the Representative to the Principal Agency ("**Step-in Date**").

6. EFFECT OF STEP-IN

6.1. Cure Period

(a) If the Representative elects to step-in following receipt of a Principal Agency Notice, the Additional Obligor will be granted a period of 30 Days from the first Step-in Notice in which to cure all the Concession Company Defaults specified in that Principal Agency Notice to the sole and absolute satisfaction of the Principal Agency ("**Cure Period**").

(b) The Principal Agency may terminate the Concession Agreement during the Cure Period if in the Principal Agency's opinion the Additional Obligor does not diligently pursue the cure of all the Concession Company Defaults specified in that Principal Agency Notice in accordance with Good Industry Practice.

6.2. Rights and obligations of the Additional Obligor

(a) During the Cure Period, the Additional Obligor shall be jointly and severally with the

Concession Company:

(i) entitled to the present and future rights, titles, benefits and interests of the Concession Company under the Concession Agreement, in accordance with the Security; and

(ii) liable, at its own cost, for:

(aa) remedying any Concession Company Default identified or referred to in the relevant Principal Agency Notice; and

(bb) performing all of the Concession Company's obligations under the Concession Agreement .

(b) Without limiting Clause 6.2(a), during the Cure Period, the Additional Obligor shall use its best endeavours to ensure that the Concession Company complies with all of its obligations under the Concession Agreement.

(c) During the Cure Period, in relation to the relationship between the Concession Company and the Additional Obligor, only the Additional Obligor is authorised to deal with the Principal Agency and to exercise the Concession Company's present and future rights, titles, benefits and interests in and to the Concession Agreement.

6.3. The Principal Agency obligations

On and from the Step-in Date, the Principal Agency shall owe its obligations under the Concession Agreement to the Concession Company and the Additional Obligor jointly, but the performance by the Principal Agency in favour of either of them alone shall be sufficient discharge of its obligations.

7. STEP-OUT

7.1. Step-out Notice

The Additional Obligor may, at any time during the Cure Period, give the Principal Agency notice terminating its future obligations to the Principal Agency under the Concession Agreement (without affecting the continuation of the Concession Company's past, present and future rights and obligations towards the Principal Agency under the Concession Agreement) ("**Step-out Notice**").

7.2. Step-out Date

(a) The Step-out Notice shall be in writing and shall specify a date of not less than 30 Days after the date the Step-out Notice is given on which such notice takes effect ("**Step-out Date**").

(b) Where the Step-out Notice is issued other than for the purposes of a novation pursuant to Clause 9, the Concession Company and the Principal Agency each agree that the Principal Agency may immediately by notice to the Concession Company terminate the Concession Agreement.

7.3. Deemed Step-out

If by the expiry of the Cure Period, the Additional Obligor has not cured all Concession Company Defaults specified in the Principal Agency Notice to the satisfaction of the Principal Agency:

(a) the Additional Obligor shall immediately be deemed to have terminated its future obligations to the Principal Agency under the Concession Agreement (without affecting the continuation of Concession Company's past, present and future rights and obligations towards the Principal Agency under the Concession Agreement); and

(b) The Principal Agency may immediately by notice to the Concession Company terminate the Concession Agreement.

8. EFFECT OF STEP-OUT NOTICE

(a) On and from the Step-out Date, the Additional Obligor (and any guarantor of the obligations of the Additional Obligor) shall be released from all obligations and liabilities under the Concession Agreement (except for obligations and liabilities which have arisen during, or are related to, the Step-in Period) and shall have no further rights under the Concession Agreement.

(b) For the avoidance of doubt, when the Additional Obligor is released from all obligations and liabilities under the Concession Agreement as prescribed under Clause 8(a), the Concession Company continues to be responsible for, and assumes, all its obligations and liabilities under the Concession Agreement.

(c) For the avoidance of doubt, on and from the Step-out Date, the Principal Agency may exercise any of its rights under the Concession Agreement, including its right to terminate the Concession Agreement.

9. NOVATION

9.1. Substitution

(a) Subject to Clauses 9.1(b) and (c), the Representative may give notice ("**Novation Notice**") to the Principal Agency that it wishes another party ("**Substitute**") to assume the obligations and liabilities of the Concession Company under the Concession Agreement and the Lease Documents.

(b) The Novation Notice shall:

(i) specify a date of not less than 30 Days after the date of the Novation Notice on which the Representative proposes such novation is to be effective ("**Effective Date**"); and

(ii) provide adequate and sufficient evidence (together with relevant supporting documentation), to the satisfaction of the Principal Agency, that the proposed Substitute has the financial and technical ability, and relevant experience required to perform the obligations of the Concession Company under the Concession Agreement and the Lease Documents.

(c) If:

(i) a Principal Agency Notice has been given by the Principal Agency to the Representative in accordance with Clause 30; and

(ii) the Concession Company Defaults specified in that Principal Agency Notice have not all been cured to the satisfaction of the Principal Agency,

the Representative may not give a Novation Notice unless it has:

(aa) elected to exercise its step-in rights pursuant to Clause 5 by issuing a Step-in Notice; and

(bb) cured, to the satisfaction of the Principal Agency, each Concession Company Default specified in a Principal Agency Notice to which the relevant Step-in Notice pertains or otherwise satisfies the Principal Agency that the proposed Substitute will cure any Concession Company Default that will continue after the proposed Effective Date.

9.2. The Principal Agency's consent

(a) The novation of the Concession Agreement and the Lease Documents to a Substitute as described in Clause 9.1 and the Effective Date for such novation is subject to:

(i) such novation being on the same terms and conditions of Concession Agreement and the Lease Documents respectively; and

(ii) the right of the Principal Agency to reject such Substitute on the grounds that the requirements set forth in Clause 9.1(b), in the sole and absolute opinion of the Principal Agency, have not been satisfied, by notice in writing delivered to the Representative within 30 Days of receipt of the Novation Notice by the Principal Agency.

(b) The Representative shall supply the Principal Agency with such information as the Principal Agency requires to enable it to decide whether to accept the proposed Substitute. The Representative may request the Principal Agency to pre-approve one or more proposed Substitutes in advance of negotiating a novation, and the Principal Agency shall respond in a timely manner to such request.

10. EFFECT OF NOVATION

If the Principal Agency consents to the novation proposed in the Novation Notice, on and from the Effective Date:

(a) The Principal Agency shall not terminate the Concession Agreement and the Lease Documents by reason of the Concession Company Default which gave rise to the novation proposed in the Novation Notice;

(b) the Substitute shall become a party to the Concession Agreement and the Lease Documents in place of the Concession Company, as if the Substitute had originally been named as a party to the Concession Agreement and the Lease Documents in place of the Concession Company;

(c) the Substitute shall:

(i) assume and enjoy all of the rights and perform all of the obligations and liabilities of the Concession Company under the Concession Agreement and the Lease Documents (whether those rights, obligations or liabilities arose or accrued before, on, or after, the Effective Date); and

(ii) without delay, fully perform any or all of its obligations and liabilities that have already arisen or accrued and have not yet been fully performed and discharged (which in the case of any outstanding amounts payable will be deemed to be payable within 5 Days);

(d) the Concession Company (and the Additional Obligor) shall no longer enjoy any rights of whatever kind arising out of or related to the Concession Agreement and the Lease Documents.

11. THE PRINCIPAL AGENCY STEP-IN RIGHTS

(a) The Concession Company and the Representative (for itself and on behalf of the Financing Parties) each acknowledges and agrees that notwithstanding Clauses 3 to 10 (inclusive):

(1) The Principal Agency may at any time exercise the Principal Agency Step-in Rights under Clause 29 of the Concession Agreement if in the opinion of the Principal Agency:

(i) an Insolvency Event has occurred in respect of the Concession Company;

(ii) there is a breach (or an anticipatory breach) by the Concession Company of any obligation under the Concession Agreement that:

(aa) creates or will create an immediate and serious threat to the health or safety of any Tenant or occupier of the Site, the Plant and/or the Data Centre Park;

(bb) results or will result in a material interruption in the supply of the Chilled Water Service to the Tenants; or

(cc) materially prejudices or affects or will materially prejudice or affect the development, construction or operation of any Data Centre, any property at the Plant or the Data Centre Park or the environment,

(iii) it is in the public interest for the Principal Agency to step-in or the circumstances constitute a public emergency or the step-in is necessary for the Principal Agency to discharge its statutory duty, without in each case the Concession Company being in breach (or in anticipatory breach) of its obligations under the Concession Agreement,

(each a "**Step-in Event**").

(2) The Principal Agency may exercise the Principal Agency Step-in Rights upon the occurrence of any Step-in Event at any time during the term of the Concession Agreement, including during any Election Period or Step-in Period under this Agreement;

(3) The Principal Agency may continue to exercise the Principal Agency Step-in Rights for so long as the Step-in Event persists and is not cured;

(4) The Principal Agency may at any time cease its exercise of the Principal Agency Step-in Rights by giving the Concession Company at least 1 Day's written notice without providing any reason for such cessation; and

(5) The Principal Agency shall not be obliged to perform all or any of Concession Company's obligations under the Concession Agreement nor shall the Principal Agency be liable for any loss suffered by the Concession Company, the Representative or the Financing Parties' Agent, as a result of actions taken or omissions made by or on the Principal Agency's behalf in the course of exercising or purporting to exercise the Principal Agency Step-in Rights, provided that the Principal Agency has acted in good faith and used reasonable endeavours to operate the Plant in accordance with Good Industry Practice.

(b) The exercise by the Principal Agency of the Principal Agency Step-in Rights shall not preclude the exercise by the Representative of its step-in rights and other rights under Clauses 4 to 10

provided that the Representative or the Financing Parties' Agent (as the case may be) does not at any time materially interfere with the exercise by the Principal Agency of the Principal Agency Step-in Rights.

(c) Where both the Principal Agency and the Representative exercise their respective step-in rights at the same time, the Principal Agency, the Representative and/or the Financing Parties shall consult with each other in good faith to avoid or minimise any interference by the Representative and/or the Financing Parties to the exercise by the Principal Agency of the Principal Agency Step-in Rights.

(d) If in the opinion of the Principal Agency, the Representative or the Financing Parties' Agent (as the case may be), in exercising its step-in rights and other rights under Clauses 4 to 10, interferes with the exercise by the Principal Agency of the Principal Agency Step-in Rights:

(1) the Representative or the Financing Parties' Agent shall immediately cease to do any act or thing as required by the Principal Agency that caused or resulted in that interference;

(2) if the Representative or the Financing Parties' Agent fails to comply with Clause 11(d)(1), a Step-out Notice under Clause 7.1 is deemed to be issued by the Representative or the Financing Parties' Agent which takes immediate effect, and the Principal Agency may immediately by notice to the Concession Company terminate the Concession Agreement; and

(3) the Representative or the Financing Parties' Agent shall fully indemnify the Principal Agency for any costs, expenses, loss or damage that the Principal Agency pays for, incurs, or suffers as a result of that interference.

12. INDEMNITY

Each of the Concession Company, the Financing Party and the Representative (each an "**Indemnifying Party**") shall be liable for and shall indemnify, defend and hold harmless the Principal Agency and the Principal Agency Parties, from and against all Claims made against or Loss suffered by any the Principal Agency Party as a result of any Claim or Loss arising from:

(a) loss of, or damage to, real or personal property; or

(b) death or injury to persons,

resulting from any act, omission, default or breach of the Indemnifying Party or the Indemnifying Parties Group that arises out of, or is in any manner connected with, the performance of this Agreement.

13. NOTIFICATION

The Representative, in respect of Clauses 13(a) and 13(b), shall immediately and in any event within a period of 2 Days promptly notify the Principal Agency of:

(a) any Enforcement Event and any action taken in connection with such Enforcement Event, any decision to accelerate the maturity of any amounts owing by the Concession Company to the Financing Parties under the Financing Documents and/or any decision to demand repayment; and

(b) the date on which all amounts which may be or become owing by the Concession Company to

the Financing Parties under the Financing Documents have been irrevocably paid in full.

14. DISCHARGE OF SECURITY

(a) The Representative agrees (for itself and on behalf of the Financing Parties) to unconditionally release and discharge the Security and all Encumbrances granted in their favour on or over the Project, the Plant and the Site (other than any charges over the Concession Company's bank account(s)) (collectively, "**Assets**") upon the Principal Agency's termination of the Concession Agreement in accordance with the provisions thereof.

(b) The Representative and/or the Financing Parties shall sign all re-assignments, discharge of charge, agreements, and any other documents in a form reasonably required by the Principal Agency, and take all steps and actions reasonably required by the Principal Agency, to give effect to the transfer of all rights, title and interest in the Assets to the Principal Agency (or its nominee) free of Encumbrances.

(c) The Representative acknowledges and agrees (for itself and on behalf of the Financing Parties) that:

(1) The Principal Agency may not purchase the Project upon termination of the Concession Agreement and may instead elect ("**Reinstatement Election**") at its sole and absolute discretion to require the Concession Company to decommission and demolish the Plant and reinstate the Site to the Site's Original Condition without any obligation on the part of the Principal Agency to pay to the Concession Company any compensation or payment whatsoever arising from or in connection with such termination of the Concession Agreement; and

(2) The obligations of the Representative and the Financing Parties under this Clause 14 shall apply (i) notwithstanding that no compensation or payment whatsoever is payable by the Principal Agency to the Concession Company arising from or in connection with the termination of the Concession Agreement or the amount of the Purchase Price A or the Purchase Price B paid by the Principal Agency in accordance with Annexure 11 of the Concession Agreement may be less than the Outstanding Indebtedness owing to the Financing Parties; and (ii) irrespective of whether the Principal Agency has made its Reinstatement Election or elected to purchase the Project from the Concession Company.

15. LAW AND JURISDICTION

15.1. Governing law

This Agreement shall be governed by, and shall be construed in accordance with, the laws of the Republic of Singapore.

15.2. Jurisdiction

Each of the parties irrevocably submits to the exclusive jurisdiction of the courts of Singapore.

15.3. Waiver of immunity

To the extent that each of the parties may in any jurisdiction claim for itself or its assets immunity from suit, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal process and to the extent that in any such jurisdiction there may be attributed to itself or its assets such immunity (whether or not claimed), each of the parties irrevocably agrees not to claim and

irrevocably waive such immunity to the full extent permitted by the laws of such jurisdiction.

15.4. Dispute resolution

In the event of any dispute between the parties arising under or in connection with this Agreement, that dispute shall be resolved in accordance with Clause 30 of the Concession Agreement.

16. NOTICE DETAILS

(a) Any notice or other communication including any request, demand, consent or approval, to or by a party to this Agreement:

(1) shall be in legible writing and in English addressed:

(i) if to the Principal Agency:

Address: [*insert*]
Attention:[*insert*]

(ii) if to the Concession Company:

Address: [*insert*]
Attention: [*insert*]

(iii)if to the Representative:

Address: [*insert*]
Attention: [*insert*]

or as specified by a party by notice in writing to the other party;

(2) shall be signed by an Officer or under the common seal of the sender;

(3) shall be regarded as being given by the sender and received by the addressee:

(i) if by delivery in person, when delivered to the addressee; or

(ii) if by post, 2 Business Days from and including the date of postage,

but if the delivery or receipt is on a Day which is not a Business Day or is after 4.00 pm (addressee's time) it is regarded as received at 9.00 am (addressee's time) on the following Business Day.

(b) A party may notify the other party of a change to its address or the person to whom the notice or communication shall be marked for the attention, for the purposes of this Clause 16, provided that such notification shall only be effective on:

(1) the date specified in the notice as the date on which the change is to take place; or

(2) if no date is specified or the date specified is less than 10 Business Days after the date on which notice is given, the date following 10 Business Days after notice of any change has been given.

17. AMENDMENTS

No amendment to, or waiver of, any part of this Agreement shall be effective unless it:

(a) is in writing;

(b) is dated;

(c) expressly refers to this Agreement; and

(d) is signed by a duly authorised Officer of each party to this Agreement.

18. PARTIAL INVALIDITY

If, at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the applicable law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Agreement nor the legality, validity or enforceability of such provision under the applicable law of any other jurisdiction, will in any way be affected or impaired thereby.

19. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties in respect of the subject matter of this Agreement and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect to the agreement made prior to the date of this Agreement.

20. LIMITATION OF LIABILITY

The Principal Agency shall have no greater liability to the Financing Parties, the Representative, an Additional Obligor or the Substitute by virtue of this Agreement than the Principal Agency has or would have had to the Concession Company under the Concession Agreement.

21. TERMINATION

This Agreement shall terminate upon the full and complete release and discharge of the Security and the Encumbrances on or over the Assets as contemplated in Clause 14. The Representative undertakes to promptly provide notice to the Principal Agency upon such release and discharge of the Security and the Encumbrances on or over the Assets.

22. ASSIGNMENT

The Concession Company or the Representative may not assign or otherwise transfer any part of its respective rights and obligations under this Agreement without the written consent of the Principal Agency.

23. COUNTERPARTS

(a) This Agreement may be executed in any number of counterparts and by the parties on separate counterparts, but shall not be effective until each party has executed at least one counterpart.

(b) Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute one and the same instrument.

24. NO THIRD PARTY BENEFICIARY

The terms and provisions of this Agreement are intended solely for the benefit of each party and their respective successors or permitted assigns, and it is not the intention of the parties to confer third-party beneficiary rights upon any other person. A person who is not a party to this agreement shall have no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any of its terms.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorised representatives as of the date first written above.

[*Insert name of the Principal Agency*]

By:
Name:
Title:

witnessed by:

_____
Name:
Title:

[*Insert name of Concession Company*]

By:
Name:
Title:

witnessed by:

_____
Name:
Title:

[*Insert name of Financing Parties' Representative*]

By:
Name:
Title:

witnessed by:

_____
Name:
Title: