ANNEXURE 13

HAND-OVER AND REINSTATEMENT

1. Hand-Over of Plant

(a) Hand-Over Election

In the event the Principal Agency has elected in writing ("**Hand-Over Election**") for the Concession Company to hand over to the Principal Agency (or its nominee) the Site and the Plant under Clause 6.4(a), the Concession Company shall transfer and hand over to the Principal Agency (or its nominee) the Site and the Plant in accordance with paragraph 1, 3 and 4 of this **Annexure 13**.

(b) Inspection

(i) Following the Hand-Over Election or the completion of the Renewal Works (as defined below), the Principal Agency's Representative and the Concession Company's Representative shall conduct a joint inspection ("**Inspection**") of the condition and state of the Plant. If no date for the Inspection has been agreed between the Concession Company's Representative and the Principal Agency's Representative, the Principal Agency's Representative may initiate the Inspection during such period by giving at least 3 Days' notice to that effect to the Concession Company and the Inspection shall be conducted on the date specified in such notice.

(ii) Within 14 Days from the Inspection, the Concession Company's Representative shall prepare and submit to the Principal Agency for its approval an inventory list ("**Inventory List**") setting out in detail the systems, machines, equipments, fixtures, fittings, furniture and any other items (collectively, "**Plant Equipment**") affixed, installed or placed in the Site for the operation of the Plant and the state and condition thereof as at the date of Inspection.

(c) Renewal Works

If following the Inspection, the Principal Agency's Representative determines that the condition and state of the Plant are not in the state that will comply with the Hand-Over Requirements, the Principal Agency's Representative shall issue a written notice to the Concession Company specifying the works of repair, renewal or reinstatement ("**Renewal Works**") required to be carried out by the Concession Company in order to procure that the Plant will satisfy the requirements ("**Hand-Over Requirements**") set out in paragraph 1(d) of this **Annexure 13** on the Expiry Date. The Concession Company shall complete the Renewal Works at its own cost within 30 Days from the date of receipt of such written notice (or such other period as may be agreed by the Principal Agency), but in any event not later than the Expiry Date, failing which the Principal Agency may by itself or employ a contractor to carry out the Renewal Works and the Concession Company shall reimburse all costs and expenses incurred by the Principal Agency in connection therewith.

The Principal Agency's Representative shall be entitled to jointly inspect the condition and state of the Plant with the Concession Company's Representative following the completion of the Renewal Works and the procedures set out in paragraph (b) and (c) shall be repeated until the Principal Agency is satisfied that the Plant has met and will meet the Hand-Over Requirements on the Expiry Date.

(d) Hand-Over Requirements

The Concession Company shall ensure that the Plant is handed back to the Principal Agency (or its nominee) on the Expiry Date in a condition complying with the following requirements:

(i) every part of the Plant shall be in such state and condition as is required by the full and sufficient discharge of Concession Company's obligations under this Agreement;

(ii) the Plant (excluding the Plant Equipment) shall be in good structural and decorative order and in a good, well-maintained and operational condition; and

(iii) the Plant Equipment shall be in good condition and working order.

2. Reinstatement of Site

(a) Reinstatement Election

In the event the Principal Agency has elected in writing ("**Reinstatement Election**") for the Concession Company to demolish the Plant and reinstate the Site to the Site's Original Condition under Clause 6.4(b), the Concession Company shall carry out such demolition and reinstatement and on the Expiry Date, transfer and hand over to the Principal Agency (or its nominee) the Site in the Site's Original Condition in accordance with paragraph 2, 3 and 4 of this **Annexure 13**.

(b) Reinstatement Programme

Not later than 14 Days from the date of the Reinstatement Election, the Concession Company shall provide to the Principal Agency for its approval a programme ("**Reinstatement Programme**") setting out the proposed timelines of the works ("**Reinstatement Works**") that are required to be carried out in order to fully decommission and demolish the Plant and reinstate the Site to the Site's Original Condition. The Reinstatement Programme shall provide for the Reinstatement Works to be completed by the Expiry Date. The Concession Company shall carry out the Reinstatement Works in accordance with the Reinstatement Programme as approved by the Principal Agency and complete such works not later the Expiry Date, failing which the Principal Agency may by itself or employ a contractor to carry out the Reinstatement Works and the Concession Company shall reimburse all costs and expenses incurred by the Principal Agency in connection therewith.

(c) Site's Original Condition

The Concession Company shall ensure that the Site is handed back to the Principal Agency (or its nominee) on the Expiry Date in the Site's Original Condition.

(d) Holding Over

If the Concession Company is unable to complete the Reinstatement Works and/or hand-over the Site to the Principal Agency (or its nominee) in the Site's Original Condition by the Expiry Date, without prejudice to any other rights and remedies available to the Principal Agency under this Agreement, the Lease Documents or in Law, the Concession Company shall pay to the Principal Agency land rental for the holding over of the Site at the prevailing rates as determined by the Principal Agency for land similar to the Site.

3. Transfer of Rights and Title

The Concession Company shall all do all things necessary to ensure that the Principal Agency (or its nominee) obtains all rights, title and interest in the Project, the Site and in the case where the Principal Agency has elected the Hand-Over Election, the Plant, free from any Encumbrances, with effect on and from the Expiry Date. Without limiting the generality of the foregoing, the Concession Company shall procure that:

(i) the Financing Parties shall unconditionally release and discharge all Encumbrances on or over the Project, the Plant (if applicable) and the Site (other than any charges over the Concession Company's bank account(s)) (collectively, "**Assets**"); and

(ii) 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.

4. Miscellaneous

In performing the Renewal Works or the Reinstatement Works (as the case may be), the Concession Company shall comply with the provisions in Clause 6.6 to 6.12 which shall apply *mutatis mutandis* save that all references therein to "Project" shall be as regarded as references to "Renewal Works" or the "Reinstatement Works" (as the case may be).