

## **<u>ITC's Voluntary Solar Deployment Terms & Conditions</u></u>**

- 1. In the case where you adopt the Direct Ownership model, the solar energy generated from the lessee's voluntary solar deployment must be used only for own consumption on the premises. Should there be any excess energy, you may also sell it to the grid.
- 2. The area for the voluntary solar deployment can be occupied by your solar vendor for the deployment of PV panels and supporting equipment only.
- 3. The area occupied by the PV panels and equipment must be vacated i.e., all PV panels (including supporting equipment) installed must be removed by (i) 6 months before lease expiry date (this is to facilitate works for the removal of the PV panels and reinstatement of the premises); or (ii) 6 months of our written notice requiring termination of your arrangement with the solar vendor, whichever earlier. JTC will sell, manage or dispose any PV panels remaining on site after the aforesaid dates as JTC deems fit and you must indemnify JTC fully against all claims made by any third party in respect thereof.
- 4. You will continue to be responsible for and must ensure your solar vendor's compliance with all obligations to JTC in relation to the property. JTC will not liaise directly with the appointed Solar Vendor.
- 5. All exclusion by JTC of its liabilities under your lease with JTC shall apply against the solar vendor. You are to ensure and procure that
  - (a) the arrangement with the solar vendor
    - (a1) will not be deemed or construed as subdividing the property under the Law.
    - (a2) is in compliance with the Law.
  - (b) no caveat, lease or any other document or instrument is lodged at the Singapore Land Authority (whether by you, your solar vendor or any other person) in relation to the occupation of the area by the solar vendor.
  - (c) as the area forms part of the property leased, JTC continues to be able to exercise its rights under the lease over the area (including, without limitation, access to the area for inspection and carrying out repairs at the area).
  - (d) all necessary approvals required under the Law for the solar vendor's operations at the area are obtained before the start of such operations, and all such approvals are enforced at all times.
  - (e) the relevant Authorities are notified of lessee's arrangement with the solar vendor, if required under the Law.

- 6. You must comply with all the conditions on JTC's website at own cost and expense. This includes, without limitation, all sums (whether as compensation or otherwise) payable to the solar vendor in the event that solar deployment ceases. JTC is not responsible for any claim by, or compensation payable to, the solar vendor.
- 7. You must indemnify JTC against any losses JTC may suffer or incur relating to any breach of any of these conditions, including (without limitation) all legal fees relating to the enforcement of your obligations under these conditions on a full indemnity basis.
- 8. The solar vendor is not allowed to demise, assign, charge, create a trust or agency, mortgage, let, sublet, grant a licence or part with or share the possession or occupation of the area (or any part of the area).
- 9. The solar vendor must comply with the Law at all times.
- 10. JTC may require the submission of satisfactory documents from you regarding your voluntary solar deployment.