

THILAWA SPECIAL ECONOMIC ZONE
INDUSTRIAL ZONE
INTERNAL REGULATIONS

[2nd Edition]

1st January, 2021

CONTENT	PAGE
Section I. DEFINITIONS AND PURPOSES	4
1. Definitions	4
2. Purpose of these Regulations.....	5
3. Compliance with Governmental Rules and Regulations	6
Section II OPERATIONS AND USES.....	6
4. Prohibitions	6
5. Specific prohibitions	6
6. Specially permitted operations and uses	8
7. Responsibility for occupation and use of the Lot.....	8
8. Governmental approvals and permits.....	9
Section III PROTECTIVE CONTROLS ON CONSTRUCTION OF IMPROVEMENTS....	9
9. Procedure for construction of Improvement	9
10. Design Approval from MJTD (“Design Approval”)	9
11. Approval of Authority for construction related applications	11
12. During construction.....	11
13. Completion of construction	13
Section IV PROTECTIVE CONTROLS ON SPECIFIC IMPROVEMENTS.....	15
14. Setback lines	15
15. Landscaping	16
16. Lot entrance and exit	17
17. Building	17
18. Parking	18
19. Fencing	18
20. Signs	19
21. Exterior lighting	20
22. Loading and storage	20
23. Water requirements.....	21
24. Rainwater Drainage system	22
25. Security and safety measures.....	22
26. Others	23
Section V ENVIRONMENTAL PROTECTIVE CONTROLS.....	23
27. Wastewater.....	23
28. Air pollution	27
29. Noise pollution	27
30. Solid waste	28
31. Others	28

Section VI	REMEDIES.....	30
32.	Violation or breach.....	30
33.	Inspection and maintenance	30
Section VII	TERM AND ASSIGNATION	31
34.	Term.....	31
35.	Assignment of MJTD's Rights, Powers and Reservations	31
Section VIII	MISCELLANEOUS	31
36.	Maintenance and Administration Charge	31
37.	Measures relating to unpaid charges and fees	32
38.	Repairs to damages to common areas and facilities	33
39.	Insurance.....	33
40.	Rules and regulations.....	34
41.	Mortgage.....	35
42.	Constructive notice and acceptance	36
43.	Splits and assignment of the leasehold.....	36
44.	Cumulative rights and waiver.....	37
45.	Confidentiality	37
46.	Management of common areas and facilities after first ten years.....	38
47.	Interpretation.....	39
48.	Arbitration.....	39
49.	Language	40
50.	Reserved right.....	40
51.	Effective date	40

[Exhibit]

1. TSEZ Lot Map
2. Submission of Documents to MJTD
3. Setback Lines
4. Prohibit Area for Construction of Entrance
5. Water Connection
6. Power Connection
7. Fees and Charges
8. Water Supply
9. Rainwater Drainage
10. Sewage
11. Power Supply
12. Street Light
13. Wastewater Standard




Section I. DEFINITIONS AND PURPOSES

1. Definitions

- 1.1 "Business day" means all days except national holidays in Republic of the Union of Myanmar, Sunday and any other days to be noticed to the Locator by MJTD from time to time.
- 1.2 "MJTD" means Myanmar Japan Thilawa Development Ltd., incorporated under the laws of Republic of the Union of Myanmar and having its head office at 1st Floor, Administration Complex, Thilawa Special Economic Zone, Dagon-Thilawa Road, Kyauk Tan Township, Yangon, Republic of the Union of Myanmar.
- 1.3 "TSEZ" means the special economic zone known as Thilawa Special Economic Zone.
"TSEZ-A" means the special economic zone known as Zone-A Area in Thilawa Special Economic Zone.
"TSEZ-B" means the special economic zone known as Zone-B Area in Thilawa Special Economic Zone.
- 1.4 "Industrial Zone" means an area in TSEZ specified in Exhibit 1.
- 1.5 "TSMC" means Thilawa SEZ Management Committee or its successor.
- 1.6 "LAND SUBLEASE AGREEMENT" means the agreement for sub-leasing the land use rights of the Lot signed by the Locator.
- 1.7 "RENTAL AGREEMENT" means the contract for leasing the Rental Factory signed by the Locator.
- 1.8 "Locator" or "Locators" means persons, entities or organizations, which have executed LAND SUBLEASE AGREEMENT or RENTAL AGREEMENT for a Lot in TSEZ, or a Rental Factory in TSEZ, and their successors and assignees.
- 1.9 "Lot" means the part of TSEZ leased by the Locator pursuant to LAND SUBLEASE AGREEMENT or RENTAL AGREEMENT entered into with MJTD.
- 1.10 "Rental Factory" means the factory buildings which are built by MJTD in TSEZ with the intention of renting to the Locator.
- 1.11 "Regulations" means these internal regulations which are embodied herewith and which may be replaced and amended from time to time by MJTD. These Regulations shall be applied to the Locator under LAND SUBLEASE AGREEMENT or RENTAL AGREEMENT, which shall be

incorporated by reference in, and made an integral part of such contract, as though repeated in full therein.

- 1.12 "Protective Controls" means the restrictions set forth in Section III and elsewhere in these Regulations.
- 1.13 "Improvements" means any kind of structures, such as buildings, paved areas, fences, walls, poles, built, erected, installed or otherwise located and any landscaping or planting in TSEZ.
- 1.14 "Internal Roadways" means the Main Road and the Secondary Roads described in this Article.
- 1.15 "Main Road" means roads with two (2) or more lanes for one way. The roads with one lane for one way are defined as "Secondary Road".
- 1.16 "Buffer zone" means the area between curbstone line of Internal Roadways and Locator boundary line.
- 1.17 "Common Areas and Facilities" means areas and facilities within the TSEZ which include, but are not limited to, the Main Road, the Secondary Roads, drainage system (including retention canal and retention pond), water supply system (including water purification plant), sewage system (including STP), Administration office building and such areas and structures owned by MJTD as well as the equipment, machinery and whatsoever movable located or installed in or on them.
- 1.18 "STP" means the common Sewage Treatment Plant constructed, owned and operated by MJTD in TSEZ. "SSS" means the common Sewage Sending Station constructed, owned and operated by MJTD in TSEZ.

2. Purpose of these Regulations

The purpose of these Regulations is to achieve the following in the Industrial Zone:

- 2.1 To ensure legitimate and proper activities and security for the properties and benefits of the Locators in TSEZ under fair and equal conditions;
- 2.2 To ensure safety conditions, hygiene and effective use of facilities and amenities for the Locators in TSEZ;
- 2.3 To protect the environment and scenery in TSEZ and its neighboring areas;
- 2.4 To ensure security and order in TSEZ against any action that will or might depreciate the value of TSEZ or the properties of the Locators; and
- 2.5 To ensure the friendship and harmonious relationship with local society

and contribute toward the development of the surrounding area.

3. Compliance with Governmental Rules and Regulations

In the event any provision hereof is determined by competent authorities or MJTD to be invalid or unenforceable under laws and regulations of Republic of the Union of Myanmar, then such provision shall be ineffective to the extent of such invalidity or unenforceability, without affecting any other provisions of these Regulations, which shall remain in full force and effect.

Section II OPERATIONS AND USES

4. Prohibitions

Any performance and operation which, at the sole discretion of MJTD, may be contrary to the purposes of these Regulations as set out in Article 2 which are carried out within the Lot or any part of TSEZ shall be strictly prohibited. Any commercial activities by the Locator other than those approved by TSMC or any other relevant authorities in favor of the Locator or otherwise approved in addition to said approval shall be also prohibited. No portion of TSEZ or any Improvements thereon shall be used in such a way as to violate the laws, rules and regulations issued by the authorities relevant to environment, public health, safety and so forth.

5. Specific prohibitions

The following operations and uses which are not in accordance with the purposes of these Regulations as set out in Article 2 shall be specifically prohibited in TSEZ. MJTD shall have the sole decisive power to judge in this respect, without prejudice to the authorized operations and uses for each Lot in accordance with the Land Sublease Agreement to be executed with each Locator. Any approval or disapproval by MJTD shall be based upon consideration of the objectives of TSEZ and the effect of such operations or uses on other Locators or Lots subject to these regulations. The liability of MJTD and its successors or assignees with regard to the conduct of such approved operations or uses shall be limited in accordance with Article 7.

5.1 Real Estate Business and/or Speculation in Land

Any investment in the Lot of TSEZ or any facility or building for the purposes

of renting, leasing the whole or a portion of it or any other real estate business or speculation.

5.2 Junk Yard

A facility primarily engaged in the business of collecting, gathering, storing, and/or selling of discarded used machinery, equipment, tools, parts and/or any movable or other assorted similar items, excluding a facility to treat industrial waste by liable and blue-chip technology.

5.3 Animal Facility

A facility raising and/or slaughtering any kind of animals including, but not limited to, insects.

5.4 Asbestos Products

A facility for any work related to asbestos.

5.5 Blasting and Quarrying

A facility in the business of blasting or crushing of rocks, excavation or dredging of gravels and sand or clay, screening or sorting of gravels or sand or quarrying of sand which doesn't have any appropriate countermeasures to prevent dust noise and/or air pollution.

5.6 Petroleum, Asphalt and Fuel

Petroleum, asphalt, fuel and cooking gas refineries or storages which does not have appropriate countermeasures for care of environmental pollution.

5.7 Dyeing

A facility for tanning and dyeing of leather, plants, plant fibers, or wool and the likes, excluding the facility which can treat the color from its waste water.

5.8 Weapon and Arms

A facility for production or storage of weapon and arms.

5.9 Illegal Drug

A facility for production or storage of illegal drug.

5.10 Entertainment

No entertainment spots such as nightclubs, karaoke and the like shall be located in TSEZ except the Residential and Commercial Area specified by the MJTD.

5.11 Residential building

Any Improvements or a portion thereof within Industrial Area in TSEZ, except those expressly provided for by MJTD or its assignee, shall not be used for

residential purposes except in instances where security guards, watchmen, maintenance shift personnel and other similar persons need a temporary place to sleep in, subject to the prior written approval of MJTD in accordance with Section III. The dormitory of employees of the Locator is also prohibited in the Lot, excluding the areas specified by the MJTD as the Residential and Commercial Area and/or the Dormitory Area.

5.12 Warehouse and Yard Business (except for total logistics service provider)

Warehouse whose scope of business is the only storage of cargo or Yard Business where Locator has no plan to construct any permanent offices and warehouse, shall not be permitted to be conducted, established or located in TSEZ.

5.13 Disapproved and discouraged industry

Any industry which is disapproved/discouraged to locate inside TSEZ by TSMC or any other relevant authorities.

5.14 Similar operations and uses

Any other operations, activities or facilities which, in the sole opinion of MJTD, are similar to any of the operations or activities of facilities in Article 5.1 to 5.13, shall not be permitted to be conducted, established or located in TSEZ.

6. Specially permitted operations and uses

Operations and uses which are specifically prohibited herein may be permitted by MJTD and only then if strictly complying with all governmental laws, regulations and requirements. In such case, written approval of MJTD is required and such approval may be subject to conditions imposed by MJTD from time to time. In such event, the liability of MJTD and its successors or assignees with regard to the approval of such operations or uses shall be limited in accordance with Article 7.

7. Responsibility for occupation and use of the Lot

The Locator is solely responsible for the occupation and use of the Lot and the Improvements constructed therein. As such, the Locator shall keep MJTD indemnified and hold MJTD free and harmless against all liabilities, losses, damages, claims, expenses and costs owing to or which may be owed to any neighbor and/or any Locator in TSEZ or any other third party arising out of or caused by the Locator's occupation and use of the Lot and the Improvements therein.

8. Governmental approvals and permits

- 8.1 In no event shall the Locator use the Lot for any operation without all necessary approvals, permits and licenses which will be and may be required by the existing laws and regulations of Republic of the Union of Myanmar.
- 8.2 The Locator shall provide MJTD with copies of all approvals, permits and licenses concerning the operation and the use of the Lot for the Locator in TSEZ, including such as the investment license issued by TSMC or any other relevant authorities and its revision, if any. Submission of the above shall be ten (10) calendar days after signing of LAND SUBLEASE AGREEMENT or RENTAL AGREEMENT.

Section III PROTECTIVE CONTROLS ON CONSTRUCTION OF IMPROVEMENTS

9. Procedure for construction of Improvement

Any and all Improvements shall be examined and approved by MJTD before, during and after construction work. The Locator shall observe the procedures for the design and construction work in the Lot as mentioned in this Section and, in addition, the provisions of Section IV and Section V herein. All relevant laws and rules shall be also complied with by the Locator in construction and maintenance of Improvements.

10. Design Approval from MJTD (“Design Approval”)

10.1 Submission of Design Approval Application

The Design Approval Application (“DAA”), accompanied by the items listed in Exhibit 2 A, shall be submitted by the Locator to MJTD prior to start of construction activity.

Plans stipulated in 10.1 should be submitted to MJTD not later than two (2) months before start of factory construction.

Should the Locator decide to construct its factory within the construction period of MJTD’s infrastructure development, MJTD and the Locator shall meet to acknowledge MJTD’s “Rules of Construction for Locators’ Construction Works in Thilawa Special Economic Zone” (“Rules of Construction”) and the Locator shall

submit to MJTD a rough schedule of the construction works not later than ten (10) days prior to start of construction.

10.2 Review and approval by MJTD

10.2.1 The Locator shall submit three (3) original sets of dossiers and two (2) CD soft copies as specified in Article 10.1 to MJTD. Then, MJTD shall review the DAA from the viewpoint of compliance/non-compliance with the Protective Controls and other provisions in these regulations, but will not examine the DAA from the viewpoint of engineering/architectural sufficiency. Approval of the DAA shall be made in writing by the General Manager of the Operations Department's signature and company seal of MJTD. Such approval shall not be unreasonably withheld by MJTD.

10.2.2 MJTD shall not be liable to the Locator nor to any occupant of any Lot and/or any Improvements affected by the Protective Controls, by reason only of approval or disapproval of the DAA. The Locator shall hold MJTD free and harmless from any and all claims arising from any damages or defects to any Improvements and shall be solely responsible for the same.

10.2.3 After the approval for the DAA by MJTD, MJTD will return 2 sets of the approved DAA with MJTD company stamp, and the Locator shall submit necessary documents including the approved DAA original to TSMC or any other relevant authorities in accordance with existing relevant governmental regulations. If any change or discrepancy may occur between the approved DAA and said documents, the Locator shall submit details to MJTD in accordance with Article 11.1 for approval prior to submission to TSMC or any other relevant authorities.

10.2.4 The DAA process does not approve any specifications related to the power system. The locator shall separately receive Design Approval for Power System.

10.3 Submission of Design Change/Modification Application

If any change of the approved DAA may occur, the Design Change/Modification Application shall be submitted by Locator to MJTD prior to start of change/modification of it.

11. Approval of Authority for construction related applications

11.1 Submission to Authority

After the Locator receives the approved DAA from MJTD, the Locator shall submit the approved DAA and other necessary documents to Authority in accordance with existing relevant governmental regulations. If any change or discrepancy may occur between the approved DAA and said documents, the Locator shall submit details to MJTD in accordance with Article 10.1 for approval prior to submission to Authority.

11.2 Approval of Authority

After Authority has approved the application for construction related applications, the Locator shall submit a copy of the said approval letter to MJTD prior to commencement of any construction work on the Lot.

12. During construction

12.1 Commencement of construction

12.1.1 The Locator shall undertake to obtain all permits and authorizations necessary for the construction of its Improvements and its operations and perform all works in conformity with the provisions of such permits and authorizations as well as any applicable laws and regulations. The Locator shall provide MJTD with copies of all approvals, orders and correspondence from any governmental entity concerning its construction in the Lot.

12.1.2 The Locator shall inform MJTD in writing not less than ten (10) business days prior to the commencement of construction, provided all approvals concerning commencement of construction has been issued by MJTD and TSMC or any other relevant authorities. Should there be any changes, the Locator shall keep MJTD informed of any revised commencement date in writing soon after every revision.

12.1.3 The Locator shall submit the construction schedule to MJTD for monitoring. The Locator shall also notify MJTD of the contractor's names and contact details of its authorized person. Should there be any changes, the Locator shall submit a revised schedule including the contractor's name to MJTD soon after every revision.

12.1.4 The Locator shall start its physical construction works for its factory building within six (6) months after the signing date of

LAND SUBLEASE AGREEMENT or RENTAL AGREEMENT or after the commencement date of construction provided in the business plan approved by TSMC or any other relevant authorities, whichever comes later.

In addition, the Locator shall complete the first stage of the factory construction within eighteen (18) months from the start of construction. In the event that, the Locator has a plan to construct multiple factories in the Lot in phase by phase, construction of the first factory building shall be required to follow the schedule mentioned herein.

In addition, the Locator shall start its production activity (including test operation) within 6 months after completion of the first factory building or the commencement date of production activity provided in the business plan approved by the authority, whichever comes later.

12.2 Protective control during construction work

12.2.1 The Locator shall ensure that no obstruction is caused to any common utility and property in TSEZ and takes sole responsibility for all the work and employees and agents of its contractor(s) and/or sub-contractor(s) in TSEZ.

12.2.2 As its own responsibility, the Locator should take out insurance cover for its own property in TSEZ (including TSEZ property) in respect of loss and liability risks. The Locator shall provide MJTD with a copy of such insurance policies if MJTD request the same. In addition, the Locator shall, at its sole expense, purchase and maintain insurance policies for all kinds of property in TSEZ which may be affected by construction works as reasonably required by MJTD at all times as described in Article 39.

12.2.3 No excavation shall be made except in connection with the approved construction of the Improvements and, upon completion thereof, exposed openings shall immediately be backfilled and leveled. Any kind of excavation work in the buffer zone as specified in Article 1.15 must have the prior approval from MJTD and with MJTD's supervision during the work. Excavation work in buffer zone must be done by the Locator using manual labor or by other methods provided that the Locator shall exercise due care not to damage the underground utilities when undertaking such

excavation work. The Locator shall compensate MJTD for any damages or losses to the underground utilities of MJTD arising from the excavation works on the part of the Locator or its employees/agents.

12.2.4 Any work not complying with Article 12 of these Regulations shall be suspended or remedied upon the sole and exclusive decision of MJTD, at the responsibility and cost of the Locator.

12.2.5 The Locator shall indemnify MJTD against all proceedings, claims, cost and expenses which MJTD may incur or for which MJTD may be held liable as a result of the Locator's construction works and/or any act, neglect or default of the Locator, its employees, contractors, agents or their respective employees.

12.2.6 Removal of Earth

12.2.6.1 The Locator shall not fill up the Lot from earth outside of the TSEZ without the prior written approval of MJTD.

12.2.6.2 The Locator shall not make holes or puddles or lowlands by digging in the Lot, unless the Locator has an inevitable technical reason to do so and obtains the prior written approval of MJTD.

12.2.6.3 The Locator shall not carry out any earth, sand or clay from the Lot. However, MJTD may allow the locator to move earth from the Lot to the place designated by MJTD at its sole discretion.

12.2.6.4 The construction work of any structure or Improvements on the Lot shall be diligently pursued to completion so that the structure or the Improvements shall not remain in a partly finished condition.

13. Completion of construction

13.1 Delays in completion

13.1.1 Should there be any delay in the schedule of completion of construction work as set out in the construction schedule submitted to MJTD, the Locator shall inform MJTD in writing of the same, stating the justifiable reason(s) for the delay and indicating therein a new completion schedule.

13.1.2 Should there be any delay of completion of construction work beyond any time limit of constructing the Improvements stipulated

in Article 12.1.4 or such period as otherwise agreed to in writing by MJTD, MJTD may declare the Locator in default of the conditions of its lease and to exercise any or all of its rights and/or remedies under Section VI hereof.

13.1.3 In case the Locator is declared in default by MJTD as set in Article 13.1.2, the Locator shall forfeit the unfinished building(s) and all other structures in the Lot as well as all expenses paid for the construction and vacate the Lot. Otherwise, MJTD shall be free to assume possession of the Lot and the unfinished Improvements. MJTD may require the complete removal of the building, structure or any movable property found in the Lot and reinstatement of the Lot to its initial condition before commencement of construction at the sole expense of the Locator.

13.2 Requirement upon Completion

13.2.1 The Locator shall remove and demolish, at its own responsibility and cost, all waste, materials, temporary buildings and other facilities arising from its construction work as soon as practicable after completion of the Improvements.

13.2.2 As soon as construction of the Improvements is completed, the Locator shall notify MJTD in writing of the same for inspection and approval.

13.2.3 Should any material discrepancy be found from the DAA submitted in accordance with Article 10, and if the discrepancy is in default of Internal Regulations of TSEZ, the Locator shall immediately correct, at its own responsibility and cost, the deficiencies noted by MJTD without any objection prior to final inspection and approval of MJTD.

13.2.4 Any inspection and approval of MJTD as set out in this Article shall be carried out before any inspection from the governmental authorities.

13.3 Following the completion of construction of the Improvements agreed by MJTD, no new structures, whether permanent or temporary, may be erected in the Lot. No construction, improvement, alteration or change to the Improvements may be made without the prior written approval of MJTD in accordance with Article 10 herein and governmental Authorities.

Section IV PROTECTIVE CONTROLS ON SPECIFIC IMPROVEMENTS

14. Setback lines

- 14.1 The Locator shall observe the following setback lines (Exhibit 3):
- | | |
|---|---|
| For property lines fronting the outer boundary roads | Fifteen (15) meters from property line of the Lot |
| For property lines fronting the outer boundary with no road | Six (6) meters from property line of the Lot |
| For property lines fronting the Main Road | Fifteen (15) meters from property line of the Lot |
| For property lines fronting the Secondary Road | Ten (10) meters from property line of the Lot |
| For property lines fronting a neighboring Lot | Six (6) meters from property line of the Lot |
- 14.2 No structure of any kind, no part or projection thereof, shall be constructed or installed closer to a property line from the setback line of the Lot than herein provided. No construction or no installation of machinery and equipment such as water or air conditioner related equipment and/or generator, cooling tower, boiler etc. shall be permitted. The following structures and Improvements are specifically excluded from these setback provisions:
- 14.2.1 Flag poles
 - 14.2.2 Any underground structures such as underground water reservoir, pipelines and conduits
 - 14.2.3 Landscaping
 - 14.2.4 Streets, alleys, driveways, sidewalks and pavements without roof
 - 14.2.5 Fences, subject to Article 19
 - 14.2.6 Gates and guardhouses used solely for security purposes
 - 14.2.7 Parking place without roof, subject to Article 18
 - 14.2.8 Wastewater pit without roof
 - 14.2.9 Electrical connection rooms for 33kV supply system and transformer
 - 14.2.10 Facility for exterior and security lighting, subject to Article 21
 - 14.2.11 Rain water drainage
 - 14.2.12 Controller panel of septic tank without roof

- 14.2.13 Canopy or eaves or roof which has no pillar in the setback area
However, (1) assembling work etc. shall not be permitted in the said area under them. (2) In the case of being used as bicycle/bike parking and/or car parking, regardless of whether there is pillar, canopy or eaves or roof is subject to the setback provision.
- 14.2.14 Spirit House/Shrine or any other structure for the purpose of religion. The size of Spirit House/Shrine shall not exceed 3 meters (Length) x 3 meters (Width) x 3 meters (Height) including base slab.
- 14.2.15 Utility pipelines with pipe sleepers which do not exceed the height of solid masonry footing of fence.

15. Landscaping

- 15.1 The Locator shall be responsible for landscaping the Lot and maintaining the same in a well-kept condition including, but not limited to, trimming, watering and fertilization. The landscaping in the Lot shall be harmonized with TSEZ public landscaping.
- 15.2 The Locator shall cut and trim the grass in the open areas regularly to maintain the landscape even before the start of the factory construction.
- 15.3 The Locator shall maintain the following areas as a landscaping area in the Lot:
- | | |
|--|--|
| For property lines fronting Main Road or outer road. | At least five (5) meters from the property line |
| For property lines fronting Secondary Road | At least three (3) meters from the property line |
- For the avoidance of misunderstanding, curbstone is not included in a landscaping area in the Lot.
- 15.4 In the landscaping area, Locator shall not install or build any structure or building on the ground including parking space without roof structure except for the structures or buildings referred to in Articles 14.2.1, 14.2.2, 14.2.3, 14.2.4, 14.2.5, 14.2.6, 14.2.9, 14.2.10, 14.2.12, 14.2.14 and 14.2.15 and only then subject to MJTD's prior approval in accordance with Article 10.
- 15.5 The entire area between the property line and the building of any Improvements shall be landscaped with an effective combination of trees, ground cover and shrubbery.
- 15.6 All part of the plant and tree including, but not limited to, branches,

boughs and leaves shall be kept by the Locator. No ivy and similar kind of creeping plant shall be planted/erected for landscaping in the area close to the property lines in the Lot.

- 15.7 If, in the sole opinion of MJTD, proper care and maintenance of any landscaping area is not being exercised, MJTD may, upon having first given fourteen (14) calendar days notice in writing to the Locator, take such steps to correct such improper maintenance, at the expense of the Locator, as in its sole discretion it may deem reasonable and necessary.
- 15.8 For Lots including outer boundary of TSEZ-A with +7.0 meters above sea level perimeter dyke, the Locator must maintain the dyke at its own cost. For Lots including outer boundary of TSEZ-B with +6.0 meters above sea level perimeter dyke, the Locator must maintain the dyke at its own cost.

16. Lot entrance and exit

- 16.1 Exhibit 4 of these Regulations identifies prohibited areas for construction of entrance(s) to the Lot. To ensure a safe and efficient flow of traffic, construction of entrance(s) to the Lot along the highlighted area in Exhibit 4 is prohibited including but not limited to constructing entrance(s) within one and half (1.5) meters from the property line bordering with a neighboring Lot, from construction at the location of the street light, electrical pole, hydrant, Ring Main Unit and/or any other physical structure of MJTD. The locator shall construct constructing road side curbs etc. to protect the above structures of TSEZ common facilities. If necessary, the Locator shall strengthen the Buffer Zones which contain utilities of MJTD and manhole so as not to damage the areas when the vehicles pass on top. Design and plan for such design works shall require the written approval of MJTD.

17. Building

- 17.1 Maximum Building Area
- 17.1.1 The total building coverage of building "footprint" shall not exceed sixty percent (60%) of the total area of the Lot. The permissible floor-to-area ratio shall not exceed one hundred eighty per cent (180%) of the total area of the Lot.
- 17.2 All external walls of the Improvements that are visible from outside of the Lot shall be, in the opinion of MJTD, architecturally and aesthetically suitable including color and shall be properly maintained at all times.

17.3 Canopy

Canopies not exceeding three (3) meters from the improvement may be excluded from the footprint. On the other hand, the entire area of any canopy exceeding three (3) meters from the improvement shall be included in the footprint.

18. Parking

- 18.1 On-street parking without permission of MJTD is strictly prohibited within TSEZ. The Locator shall take full responsibility for its visitors, contractors and employees. Any vehicle parked on the street without permission shall be removed at MJTD's sole discretion without prior notice and all costs involved in removal shall be compensated by the relevant Locator(s).
- 18.2 The Locator shall designate a sufficient number of paved and dust-free all-weather parking places within the Lot.
- 18.3 Open spaces on the setback areas excluding landscaping areas can be utilized for parking place without a roof.

19. Fencing

- 19.1 The Locator shall build the fences fully enclosing its Lot on the property lines as set out herein, only except for the entrance and exit as stated in Article 16, the boundary fence built by MJTD, the Ring Main Unit installed by MJTD and the provisions of Article 19.3.1 apply. Before Locator starts construction of Fences, Locator and MJTD shall confirm property line by written evidence. After property line confirmation, Locator shall be able to start construction of the Fences.
- 19.2 Internal Roadway Fences
 - 19.2.1 The Locator shall erect the fences along Internal Roadways and between the Locator's Lot and MJTD common area in accordance with Article 19.1. The fences shall be erected on the established property line of the Locator's Lot. During construction of the Fences, MJTD shall assign supervisors to ensure that Fences are erected in accordance with Internal Regulations of MJTD.
 - 19.2.2 The height of fences along Internal Roadways shall be two point four (2.4) meters from ground level.
 - 19.2.3 Fences along Internal Roadways shall be open-type fences made of painted wrought iron bars or galvanized chain-link fencing material framed with galvanized pipes, and other similar types of fences. These roadway fences shall be kept upright by galvanized

pipes anchored to the ground with appropriate concrete or solid masonry footing not higher than thirty (30) centimeters from ground level.

19.2.4 No concealing fences such as those constructed from bamboo, wooden or concrete block shall be erected at the front of any property line facing the road. No barbed wire fences shall be erected.

19.3 Fences between Lots

19.3.1 The fences shall be constructed to separate Lots of the Locators. The center line of Fences between Lots shall be coincidentally constructed by the first Locator entering the Lot on the established property line between Lots. Subsequent Locators entering neighboring Lots shall bear 50% (fifty percent) of construction cost of joint fences when Subsequent Locator commence its commercial operation. If subsequent Locator does not like the joint Fences constructed by previous Locator, the Locator shall construct another Fences adjacent to existing joint fences with previous Locator before submitting the Application for Completion Inspection to MJTD and does not have to share construction cost for joint fences with previous Locators. Non-concealing fences are recommended.

19.3.2 Fences between Lots shall be of materials acceptable to MJTD, plaster finish or painted where appropriate, and based on aesthetic standards. Barbed wire shall not be used.

19.3.3 The height of fences between Lots shall be two point four (2.4) meters from ground level.

19.4 Cost for Fence Erection, Maintenance

19.4.1 For Fences erected by MJTD to be used by the Locator, 50% of the fence erection cost shall be borne by the Locator.

19.4.2 For fences with cost-sharing between the first Locator and subsequent Locator, maintenance cost shall be shared equally between the two Locators.

20. Signs

20.1 Signs or other advertising devices shall not be permitted without specific written approval of MJTD and, if required, from any relevant authorities and in strict compliance with applicable laws and regulations. Signs

eligible for approval will be only those identifying the name, logo, business and products of the Locator. Signs shall not be permitted to extend above the top of the building to which they are affixed or placed on. Signs shall attach to the building and shall not be erected individually.

20.2 No signs shall be erected or maintained within the Lot except in conformity with the following:

20.2.1 Signs visible from the exterior of the Improvements may be illuminated, but signs or any other contrivance shall not be devised or constructed so as to rotate, gyrate, blink or move in any animated fashion.

20.2.2 No signs shall be located closer than six (6) meters to any neighboring premises.

20.2.3 The location, type, size, design and material of all signs shall first be approved by MJTD, and then by the relevant authorities, if required.

20.2.4 Temporary signs are allowed during the construction period only with prior written approval from MJTD and, if necessary, from the relevant authorities. After completion of the construction period, the temporary signs must be removed by the Locator.

21. Exterior lighting

21.1 All exterior and security lighting shall, at MJTD's opinion and upon prior consultation with the Locator, be compatible and harmonious with the Improvements and TSEZ.

21.2 All electrical lines for exterior and security lighting for Lots along the Main Road shall be located underground, while Lots along the Secondary Road may be located above ground. The electrical lines for exterior and security lighting shall be designed, erected and maintained in accordance with the Plans duly approved in writing by MJTD in accordance with Article 10.

22. Loading and storage

22.1 After completion of the Improvements, loading and unloading activities shall not be allowed in a setback area as set out in Article 14.

22.2 After completion of the Improvements, outside storage shall not be allowed in a setback area and Locator shall make an effort to minimize visibility from the Internal Roadways, outer boundary roads and other residential and commercial areas adjacent to TSEZ.

23. Water requirements

- 23.1 The Locator must not establish any water wells or similar facilities on any portion of the Lot and shall only use water supplied through MJTD's common water supply pipeline.
- 23.2 For the periodically or emergency maintenance of water supply facility, MJTD has a right to shut down the water supply. The Locator shall provide water storage tanks and the capacity of the water storage tank shall be more than a half of the daily peak demand of Locator's water consumption. MJTD shall provide reasonable notice of the schedule of any periodic maintenance of the water supply facility to all Locators. In any event, MJTD shall not be liable to the Locator for any loss, liabilities, damages, costs or expenses arising out of or related to the periodic or emergency maintenance of the water supply facility, including, for the avoidance of doubt, any such loss, liability, damage, cost or expense due to the failure of the Locator to maintain appropriate water storage tanks.
- 23.3 Water supplied within TSEZ shall be for the exclusive and sole use of the Locators within TSEZ and shall not be taken out of the Lot.
- 23.4 Connection work for water supply service between the common water supply pipeline and water service connector for the Lot (including installation of water meters as necessary) shall be carried out on the Locator's account by the contractor approved by MJTD under the instruction of MJTD. Such connection work shall be carried out with the attendance of MJTD and/or its assigns.
- 23.5 The Locator shall be responsible for maintaining the water service connector and the water supply pipeline as shown in Exhibit 5.
- 23.6 Water supplied through the common water supply pipeline is metered by the water meter provided by MJTD as set out in Article 23.4. At any time, MJTD shall have the right to inspect such water meters.
- 23.7 The Locator acknowledges and agrees that the water supplied by MJTD is not for drinking purposes, but for industrial purposes only.
- 23.8 Rainwater re-use system shall be approved by MJTD with prior discussion. Locator shall install a water meter in that system and covered properly with two (2) padlocks at Locators' own cost. One padlock will be kept by Locator and the other padlock will be kept by MJTD. Locator shall bare wastewater treatment charges based on the volume of installed water meter.

24. Rainwater Drainage system

- 24.1 Connection work for the drain between the final manhole with sedimentation pit and the common drain shall be carried out by the contractor approved by MJTD under the instruction of MJTD. Such connection work shall be carried out with attendance of MJTD and/or its assigns. The Locator shall be responsible for constructing the final manhole with sedimentation pit including trash trap within the Lot and its design shall be subject to MJTD's approval in accordance with Article 10. The trash trap just before discharging to MJTD's drain system shall be installed, at the Locator's own expense, with (1) screen net to catch floating objects and (2) grease trap to effectively catch oily substance.
- 24.2 If MJTD finds necessary to check the inside of the trash trap constructed by the Locator, then the Locator shall admit MJTD's entrance into the Lot.
- 24.3 The Locator shall properly and cleanly enclose and maintain all drains within the Lot, and also between the boundary and the common drain as shown in Exhibit 5.
- 24.4 The Locator shall not dump any garbage, leftover food or the similar into the drain.
- 24.5 The Locator shall connect its drainage system to MJTD's drainage facility only, not to MJTD's manhole.
- 24.6 Except cases where Locator obtains prior written approval from MJTD, in no event shall the Locator discharge any wastewater into the drainage system.
- 24.7 Locator shall construct the temporary rainwater drainage within the Lot to prevent rainwater overflow to the outside of the Lot after the signing date of LAND SUBLEASE AGREEMENT.

25. Security and safety measures

- 25.1 The Locator shall provide security and maintain safety prevention measures and devices suitable for use, construction and operations in the Lot.
- 25.2 The Locator shall install and maintain an effective fire alarm system and fire fighting system for each building in the Lot with approval from authority.
- 25.3 Any building within the Lot shall be equipped with a properly designed lightning arrester with approval from authority.

26. Others

- 26.1 At its sole discretion, MJTD may allow exceptions to the Protective Controls set out in this Article for reasons of emergency or impracticability of strictly complying with such provisions or other similar allowable instances.
- 26.2 The Locator shall comply with all the requirements imposed by all utility providers within TSEZ (e.g., power, telecommunications, industrial gas, etc.). In the event MJTD starts distribution of utilities other than water supply and power, the Locator shall comply with all the requirements imposed by MJTD.
- 26.3 The Locator shall observe the service connections for utility provided by MJTD as shown in the Exhibits. For any utility connection to other service providers which is not shown in the Exhibits, the Locator shall separately discuss with MJTD and the service providers in detail on the connection method. The Locator and its contractor shall not be allowed to configure or manipulate any connection point without MJTD's written approval and attendance of MJTD and/or its assigns.

Section V ENVIRONMENTAL PROTECTIVE CONTROLS

27. Wastewater

- 27.1 Connection to Common Wastewater Discharge Pipeline
 - 27.1.1 The Locator shall utilize the common wastewater discharge pipeline as provided in TSEZ by MJTD and shall not utilize any alternative sources or methods of drainage of wastewater or unless otherwise agreed to by MJTD in writing after obtaining necessary permit(s)/approval by the relevant authorities.
 - 27.1.2 Connecting work for the Locator's wastewater discharge pipeline between the Locator's wastewater pit and the common wastewater pipeline shall be carried out on the Locator's account by the contractor approved by MJTD under the instruction of MJTD. Such connection work shall be carried out with the attendance of MJTD and/or its assigns. The Locator shall be responsible for constructing the wastewater pit in the Lot and its design shall be subject to the MJTD's approval in accordance with Article 10. Measures shall be taken to prevent rainwater from flowing into the

pit such as; erection of the pit 15cm above ground or usage of water proof material on the top of the pit.

27.1.3 The Locator is obliged to install the Inspection manhole within the Lot and its design shall be subject to MJTD's approval in accordance with Article 10. The inspection manhole just before discharging to MJTD's common wastewater pipeline shall be installed, at the Locator's own expense, with (1) screen net to catch floating objects and (2) grease trap to effectively catch oily substance. Measures shall be taken to prevent rainwater from flowing into the manhole such as; erection of the manhole 15cm above ground or usage of water proof material on the top of the manhole.

27.1.4 If MJTD finds necessary to check the inside of the inspection manhole constructed by the Locator, then the Locator shall admit MJTD's entrance into the Lot following at least twenty four (24) hours' prior notice in writing (save in the case of any emergency) from MJTD of the time and date of such inspection.

27.1.5 The Locator shall install water-stop-valve or water-stop-plate inside the inspection manhole at the Locator's own expense.

27.1.6 The Locator shall not discharge wastewater not meeting the standards set out in Article 27.3 to the common wastewater discharge pipeline.

27.2 Protective controls

27.2.1 The Locator shall not dump any garbage, leftover food or similar solid waste (except for human and animal waste) into the common wastewater discharge pipeline.

27.2.2 The Locator shall properly and cleanly enclose and maintain all wastewater discharge pipelines within the Lot, and also between the boundary and the common wastewater discharge pipeline, as shown in Exhibit 5 so that these do not emit foul odors.

27.2.3 Fouled water, including, but not limited to, the following types of wastewater, shall not be discharged into the common wastewater discharge pipeline. In case Locator discharges fouled water into the common wastewater discharge pipeline or into the common drainage by mistake, Locator shall report to MJTD immediately in no time:

27.2.3.1 Solid materials

- 27.2.3.2 Fouled water
- 27.2.3.3 Calcium carbide
- 27.2.3.4 Petroleum spirit or any inflammable solvents
- 27.2.3.5 Inflammable, explosive or injurious liquids, solids or gases
- 27.2.3.6 Radioactive substances not complying with Article 27.3
- 27.2.3.7 Non-biodegradable pigments
- 27.2.3.8 Insecticides, and/or fungicides
- 27.2.3.9 Waste liable to form viscous or solid coating or deposits
- 27.2.3.10 Waste liable to discolor
- 27.2.3.11 Substances likely to damage the wastewater discharge pipeline or interfere with the free flow of contents or cause damage to the STP.

27.3 Wastewater quality

27.3.1 The quality of the effluent from the STP shall confirm laws and regulation in Republic of the Union of Myanmar.

27.3.2 In order to achieve Article 27.3.1, prior to the disposal of wastewater to the wastewater pit to be built as per Article 27.1.2, the Locator must pre-treat by such as the septic tank for domestic wastewater and other special wastewater treatment plant for industrial wastewater to ensure that the levels of such pre-treated wastewater do not exceed the following standards stipulated in the Exhibit 13.

If any value of parameter stipulated in the Exhibit 13 has discrepancy with the laws and regulations in Republic of the Union of Myanmar, the laws and regulations, the standard of which is stricter, shall prevail.

If the submitted wastewater monthly result of the Locator has found to be with over parameters, MJTD shall summon and discuss the countermeasure to the violation. The Locator also pay additional wastewater charge to MJTD based on the degree of

violation, which MJTD decides at its discretion.

27.4 Monitoring

27.4.1 For wastewater quality monitoring parameters, the Locator is required to monitor the wastewater at the wastewater pit by taking samples of water monthly according to Notification of Wastewater Quality Parameter which is issued by TSMC. The test report must be sent to MJTD directly from the laboratory within fifteen (15) calendar days of each month. If MJTD does not receive the monthly monitor record from the Locator, MJTD has the right to monitor the wastewater of the Locator and the Locator shall bear the cost of monitoring. MJTD may also monitor the wastewater of the Locator by random sampling and/or regular sampling.

27.4.2 MJTD reserves the right to check the quality of the Locator's wastewater at the point of discharge into the common wastewater discharge pipeline of TSEZ. The Locator agrees to allow free and unrestricted entry at any time to inspectors duly authorized by MJTD to check all water piping systems and wastewater treatment plant in all buildings on the Locator's Lot to ensure proper compliance with effluent standards following at least twenty four (24) hours' prior notice in writing (save in the case of any emergency) from MJTD of the time and date of such inspection. If the Locator violates any of the provisions found herein, without prejudice to any right of MJTD to suspend water supply to the Locator and/or terminate LAND SUBLEASE AGREEMENT or RENTAL AGREEMENT, the Locator shall be liable to pay compensation to MJTD for such breach as determined by MJTD and this compensation is payable upon demand by MJTD.

27.4.3 Further, should the Locator be found to be discharging wastewater not in accordance with the standards set forth in Article 27.3, MJTD shall be entitled to prohibit the Locator from discharging the wastewater into the common wastewater discharge pipeline and/or to suspend or water supply to the Locator. Without prejudice to any right of MJTD to terminate LAND SUBLEASE AGREEMENT or RENTAL AGREEMENT, the Locator shall then be held responsible for all claims and payments made by MJTD in connection with any damage to the common wastewater discharge

pipeline, STP and other related pipes and systems. The Locator shall also be held liable for any environmental damage or claim by any third party including, but not limited to neighbors, neighboring premises, the residents in surrounding areas and/or the relevant authorities.

- 27.5 For Rental Factory, other conditions may apply and subject to discussion.

28. Air pollution

- 28.1 As for air pollution control, the Locator shall have its own arrangement to satisfy the standard stipulated by the regulation in the Republic of the Union of Myanmar and International Finance Corporation's General Environmental, Health and Safety Guidelines. The Locator shall have its own arrangement, if necessary, such as installing odor pollution control devices if its plant operations produce foul odors in order to be indiscernible at a point one (1) meter outside from any property line of its Lot.
- 28.2 MJTD will, if necessary, exercise the right to check the situation of the Locator's output of air pollutant and exhaust gases, foul odors at any point within the Locator's Lot to ensure proper compliance with the standard.

29. Noise pollution

- 29.1 Noise emitting from any source within the Lot shall be effectively controlled with sound-absorbing materials or other suitable means so as to comply with the following standards in the below table:
- If any value of parameter stipulated in the table below table has discrepancy with the laws and regulations in Republic of the Union of Myanmar, the laws and regulations, the standard of which is stricter, shall prevail.

MJTD Environmental Quality Standards for Noise			
			Unit: dB (A)
Category	Day Time (Leq_A) (7am - 7pm)	Evening Time (Leq_A) (7pm - 10pm)	Evening Time (Leq_A) (10pm - 7am)
I. Noise Standard in Construction Phase			
1 A side next to residential house and monastery located less than 150m	75 dB	60 dB	55 dB
2 Other than 1	75 dB	65 dB	65 dB
II. Noise Standard in Operation Phase			
1 A side next to sensitive area such as monastery, hospital, and school	60 dB	55 dB	50 dB
2 A side next to residential area	65 dB	60 dB	55 dB
3 A side next to commercial and industrial areas including inside of TSE-B	70 dB	65 dB	60 dB
Note: Evaluation point is at boundary of locator's property			

30. Solid waste

- 30.1 The Locator shall have its own arrangement with a company duly authorized by MJTD for removal and disposal to sanitary landfill or other disposal systems.
- 30.2 Outside storage of solid waste shall be allowed with MJTD's prior approval only when it is stored in solid waste receptacles or trash containers which must be large enough to facilitate storage and collection and which must be installed within the Lot.
- 30.3 The Locator shall ensure that the said receptacles or outdoor trash containers are placed away from the neighboring premises as set forth in Article 15 and shall be designed and located so as not to be visible from the Internal Roadways.
- 30.4 The Locator shall make sufficient provision for the safe and efficient disposal of all wastes, including, but not limited to, pollutants generated from its Lot, to the requirement and satisfaction of MJTD and the relevant governmental authorities. In the event of any default by the Locator under these regulations, the Locator shall be responsible for taking remedial measures within fourteen (14) calendar days after being notified by MJTD except if MJTD requires the Locator to take emergency measures at MJTD's sole discretion. Otherwise, MJTD may take such remedial measures deemed necessary at MJTD's sole discretion and charge all costs and expenses incurred thereby to the Locator.

31. Others

- 31.1 The use of ozone-depleting substances shall be regulated and

implemented in accordance with the provisions of the Montreal Protocol and existing governmental regulations.

- 31.2 As for vibration control, the Locator shall have its own arrangement to satisfy with the standard in the below table:

MJTD Environmental Quality Standards for Vibration				Unit: dB
Category		Day Time (Lv) (7am - 7pm)	Evening Time (Lv) (7pm - 10pm)	Evening Time (Lv) (10pm - 7am)
1	A side next to residential house and Monastery	65 dB	60 dB	60 dB
2	A side next to office, commercial facilities, and factories including inside of TSEZ	70 dB	65 dB	60 dB
Note: *1: Evaluation point is at boundary of locator's property				
Note: *2: Reference acceleration of vibration is 10^{-5} m/s ²				

The Locator shall have its own arrangement, if necessary, such as installing Vibration Control Devices for equipment that will require such devices if its plant operations produce ground vibrations that can be felt at a point one (1) meter inward from any property line of its Lot. The Locators and its contractors shall also hold liable for any damage or claim by any third party including, but not limited to neighbors, neighboring premises, the residents in surrounding areas and/or the relevant authorities due to any noise and vibration impacts.

- 31.3 With reference to usage, producing, storing, disposing and handling of dangerous or hazardous materials in TSEZ, the Locator must strictly comply with applicable laws, regulations, notices and any requirements from MJTD from time to time and, at its sole responsibility and expense, shall treat, safety manage, eliminate or dispose of all dangerous or hazardous materials and waste including, but not limited to, industrial waste.
- 31.4 The Locator and its contractor or transport firm shall not dump or drop or scatter any garbage and the similar such as, but not limited to, excess soil in any part of TSEZ and its vicinity with the exception of any designated places according to any provisions in these regulations. In the event of failure by the Locator or its contractor or transport firm, the Locator shall take full responsibility to remove such garbage or reimburse any cost paid by MJTD.

Section VI REMEDIES

32. Violation or breach

If the Locator breaches or fails to comply with any provision of these Regulations or the applicable laws or regulations and requirements of any competent governmental authority, in addition to its right to claim compensation from the Locator for any loss or damage incurred as a result of such breach or failure, MJTD has the right to send a notice of default to the Locator identifying the Locator's breach and setting out the remedy required of the Locator. If the Locator has not remedied the breach within fourteen (14) calendar days of the date of the notice, MJTD may (but is not obliged to) exercise the following rights and remedies in addition to the rights and remedies contained in LAND SUBLEASE AGREEMENT or RENTAL AGREEMENT signed by the Locator.

- 32.1 To enter upon the Lot where such said violation or breach exists and, at the expense of the Locator, to remedy the Locator's breach or failure to comply and to maintain and enforce such remedy until corrective measures or safeguards have been instituted by the Locator and accepted as adequate and satisfactory by MJTD; and/or
- 32.2 To bring proceedings against the person or persons who have directly or indirectly caused such breach or prevent such persons from continuing such breach and to cause such breach to be remedied, and to recover any and all damages and expenses.
- 32.3 In the event of the exercise of any of the remedies above, MJTD shall not be liable for any damages for such exercise, provided good faith basis existed for such entry onto the Lot and remedy of the breach.

33. Inspection and maintenance

MJTD and/or its assigns reserves the right to enter, inspect and maintain at any reasonable time and, except in case of emergency at MJTD's sole opinion, with at least twenty four (24) hours' prior notice in writing (save in the case of emergencies), the Lot and the Improvements for the purposes of determining compliance by the Locator with the Protective Controls of these regulations or any laws, rules and regulations of the Government of Republic of the Union of Myanmar. Such prior written notice (save in the case of emergencies) shall provide the subject matter of the inspection and/or maintenance. The Locator may also appoint an employee or representative to accompany MJTD and/or its

assigns during such inspection or maintenance.

Section VII TERM AND ASSIGNATION

34. Term

These regulations and every term and provision hereof (as may be amended from time to time) shall continue in full force up to 4th June, 2064 or any extended period, if any.

35. Assignment of MJTD's Rights, Powers and Reservations

The rights, powers, and reservations of MJTD herein contained may be assigned to any person, corporation, or association which is an owner (or is made up of owners) of property within TSEZ. Such assignee shall accept the assignment and assume MJTD's duties pertaining to such rights, powers, and reservations so assigned. The assignee shall, to the extent of such assignment, have the same rights, powers and reservations, and be subject to the same obligations and duties as are given to and assumed by MJTD herein.

Section VIII MISCELLANEOUS

36. Maintenance and Administration Charge

- 36.1 MJTD shall charge each Locator a charge ('Maintenance and Administration Charge') that will cover administrative charges deemed necessary for the effective management of TSEZ and maintenance and upkeep of the common areas. The Maintenance and Administration Charge is separate from any other charges that MJTD may impose including, but not limited to, charges for supply industrial water, connection of any infrastructure and the like (Exhibit 7).
- 36.2 The Maintenance and Administration Charge shall be based on the area size of the Lot of the Locator. Amount shall be calculated and charged and paid on a monthly basis for Land Sublease Agreement and yearly basis for Rental Agreement.
- 36.3 Locator shall pay MJTD a deposit equivalent to three (3) months of Maintenance and Administration Charge after Locator signs the Land Sublease Agreement or Rental Agreement. In the event the Locator may not pay Maintenance and Administration Charge and any other charges

that MJTD may impose including, but not limited to, charges for supply industrial water, connection of any infrastructure accordingly, MJTD has the right to forfeit this deposit. Otherwise, this deposit will be repaid to the Locator from MJTD eventually.

- 36.4 The Maintenance and Administration Charge and all other fees to be imposed by MJTD may be revised from time to time as MJTD deems fit to do so due to general inflationary increases, any extraordinary expense that may be incurred in managing TSEZ, or upon the introduction of additional facilities for the benefit of TSEZ, such as, but not limited to, expansion of existing common areas/facilities, Improvements and/or increase in security measures, and the like. The revised Maintenance and Administration Charge shall be applicable as informed by MJTD. Such revision of fees shall be subject to three (3) months prior written notice from MJTD.
- 36.5 Subject to 40.2.1, all cost of repair, maintenance, improvement and additions to common facilities and activities for the benefit of TSEZ that cannot be covered by Maintenance and Administration Charge collected from Locators, shall be equitably and proportionately distributed and billed to all Locators within the TSEZ through special assessments.

37. Measures relating to unpaid charges and fees

- 37.1 In the event of any failure, for more than seven (7) business days, of any payments to be made by the Locator to MJTD pursuant to these Regulations inclusive of the attachments and any rules and regulations that may be issued by MJTD, the said payment shall be automatically subject to a two percent (2%) surcharge per month or but not to exceed in any case the maximum rate permitted by the law of Republic of the Union of Myanmar as interest on the sums outstanding from the date due until the date payment is made in full.
- 37.2 In the event of, and in addition to, Article 37.1, collection costs, if any, for overdue outstanding shall be reimbursed to MJTD by the said Locator upon the request of MJTD. Any termination of "LAND SUBLEASE AGREEMENT" between MJTD and the said Locator shall not affect the rights and obligations in this regard as set forth in this Article accrued prior to such termination or any rights or obligations that MJTD reasonably intends to maintain after the termination.
- 37.3 If any Locator (such Locator, a "Non-paying Locator") does not make the

necessary payment within thirty (30) days after the due date, MJTD shall be entitled to suspend water and/or other utility supply to be distributed by MJTD and limit the use of other utilities to such Non-paying Locator. Furthermore, MJTD shall also reserve the right to terminate LAND SUBLEASE AGREEMENT or RENTAL AGREEMENT with such Non-paying Locator after ninety (90) calendar days from written notice by MJTD. In this regard, such Non-paying Locator shall keep MJTD indemnified and hold MJTD free and harmless against all liabilities, losses, damages, claims, expenses and costs arising out of or related to any of MJTD's actions set forth in this Article 37.3.

38. Repairs to damages to common areas and facilities

- 38.1 Should there be, at any time, any damage to or loss of any of MJTD's property in TSEZ including, but not limited to, any property belonging to or under the control of MJTD by any act of the Locator, its contractor, its sub-contractor or its visitors, the Locator shall compensate all the costs and expense for remedy and restoration already paid by MJTD or the sufferer of the said damage/loss or shall remedy and restore the said property to the original condition, to the satisfaction of MJTD or the sufferer, by themselves. The method and amount of such compensation shall be at MJTD's or the sufferer's reasonable, fair and sole discretion.
- 38.2 All the cost of repairs to damage to the common areas and facilities which is not attributable to any act of a specific Locator and cannot be covered by the Maintenance and Administration Charge shall be shared among all Locators including MJTD within TSEZ on a pro-rata basis, based on the area size of the Lot of each Locator.

39. Insurance

The Locator shall purchase and maintain; (a) During construction works, Contractor All Risks Insurance and/or Erection All Risks Insurance policy including Third-Party Liability cover with licensed insurer with minimum US\$ 100,000. The Locator shall provide MJTD with a copy of such insurance policies when Locator applies Start of Construction. (b) During operation, Third-Party Liability Insurance policy with licensed insurer with minimum US\$ 100,000 as combined single limit of liability for all kinds of property damages including bodily injury including the liability to MJTD. The Locator shall provide MJTD with a copy of such insurance policies when Locator applies Completion Inspection.

In case of RENTAL AGREEMENT contracts; (a) During furnishing works, Contractor All Risks Insurance and/or Erection All Risks Insurance policy including existing properties coverage and Third-Party Liability cover with licensed insurer with minimum US\$ 500,000 per every unit of Rental Factory. The Locator shall provide MJTD with a copy of such insurance policies when Locator applies Start of Renovation. (b) During operation, Third-Party Liability Insurance policy with licensed insurer with minimum US\$ 500,000 per every unit of Rental Factory as combined single limit of liability for all kinds of property damages including bodily injury including the liability to MJTD. The Locator shall provide MJTD with a copy of such insurance policies when Locator applies Completion Inspection.

40. Rules and regulations

40.1 Entry and exit within TSEZ

In principal, users of the public roads within TSEZ shall be limited to any members of TSMC or any other relevant authorities and all Locators of TSEZ including employees, agent, visitors, business invitees, authorized personnel and so on.

MJTD hereby reserves the right to regulate the entry and exit of persons and vehicles to and from TSEZ, and for this purpose to promulgate such rules and regulations concerning the entry and exit to and from TSEZ including, but not limited to, traffic rules that may be or as are in effect now or as may be promulgated from time to time, and such rules and regulations shall be binding on all the Locators of TSEZ, their employees, agents, visitors, business invitees and whosoever. Furthermore, MJTD also reserves the right to restrict use of the public road within TSEZ in case of emergency.

All kinds of chain/steel wheel vehicles are prohibited to roll directly on MJTD's public road's surface without MJTD's written approval. Vehicles are prohibited to park in MJTD's public road, in case a vehicle stops in the road, the driver shall neither leave nor stop the engine.

40.2 Notice to the Locator

40.2.1 Notice of all the current rules and regulations will be given to all Locators by MJTD, which reserves the right to add to, alter, or rescind, from time to time, such rules and regulations. Such changes in rules and regulations shall, except the case defined in

any other provisions herein or said notice therein, take effect ten (10) calendar days after notice thereof in writing shall have been served. MJTD undertakes to conduct a meeting or notify in other methods to locators prior to implementation of material changes to the rules and regulations. If, due to exceptional circumstances, such changes need to be made immediately effective, such changes shall take effect upon service of notice. For the avoidance of doubt, "exceptional circumstances" shall refer to a case where (i) MJTD is required under Myanmar law or an order of a Governmental authority or court to implement the changes with immediate effect; or (ii) there is an imminent threat to health and safety.

40.2.2 The Locator shall inform MJTD of the name, title, E-mail address, facsimile number and telephone number of the person(s) who takes the responsibility of communicating with MJTD. All the notice and correspondence shall be transmitted to the said person(s) and/or Chief Executive Officer of the Locator by E-mail and/or facsimile and/or mail from the officer of MJTD duly authorized by its Chief Executive Officer. In case the official communication set out herein cannot be carried out due to exceptional circumstances, any other appropriate communication method shall be applied and confirmed in writing in due course.

40.3 Liability for non-observance

MJTD shall not be liable to the Locator or the Locator's employees, agents, visitors or business invitees for any non-observance of the rules and regulations including these Regulations in any part of TSEZ.

40.4 Liability for discontinuation of any utility, including, but not limited to, supply of industrial water, electric power and telecommunication

MJTD shall not be held responsible for any loss or damage incurred by the Locator due to occasional discontinuation of any utility, including, but not limited to, industrial water, electric power supply and telecommunication caused by the reasons beyond control of MJTD or for any reasons whatsoever.

41. Mortgage

To the extent that existing laws and regulations of Republic of the Union of Myanmar allow, the Locator shall be entitled to mortgage the land use right

attached to the Lot and/or any Improvements in the Lot, subject to MJTD's and TSMC's or any other relevant authorities' prior written consent, with condition as mentioned in Article 42.

42. Constructive notice and acceptance

All terms and provisions of these Regulations shall be included and written in all mortgages and deeds of trust now or hereafter executed upon real property and/or the Improvements subject hereto, provided, however, that none of the said terms and provisions shall supersede or in any way reduce the security or affect the validity of any such mortgage or deed of trust. If any portion of the said property is sold under a foreclosure of any mortgage or under the provisions of any deed of trust, any purchaser at such sale, and his successors and assigns, shall hold any and all the property so purchased subject to all of the terms and provisions of these Regulations.

MJTD reserves the right not to grant its prior consent to the mortgage of the leasehold attached to the Lot and/or any Improvement in the Lot or to withhold such consent if the following conditions are not fulfilled to MJTD's satisfaction:

- the addition of a provision in the mortgage that MJTD (i) has a right of first refusal where the Locator defaults under the mortgage and the mortgagee intends to exercise its power of sale; and (ii) where MJTD does not exercise its right of first refusal, the mortgagee must obtain the consent of MJTD to any sale to a third party; and (iii) where MJTD grants its consent to a sale to a third party, MJTD's consent is conditional upon the third party purchaser covenanting to MJTD that it will assume the original Locator's rights and obligations under LAND SUBLEASE AGREEMENT or RENTAL AGREEMENT and/or any other agreement or covenant entered into between the parties hereof; and-before the execution of the mortgage, the delivery to MJTD by the mortgagee of an acknowledgment in writing of MJTD's aforementioned rights.

43. Splits and assignment of the leasehold

In no event shall the Locator be allowed to sever, assign, sublease, sell or transfer in any way whatsoever any portion of its leasehold or any Improvements without the prior approval of MJTD, including where such assignment or transfer results from an assignment or transfer of the entire or substantial part of the Locator's business or assets or in case of a change of control of the Locator. The following shall be considered as a change of control:

any operation and/or transaction by way of sale, merger, disposal, restructuring, spin off, exchange or otherwise which results in a direct or indirect change of the majority shareholding or ownership of the Locator or in a change of the person(s), entity(ies) or organization(s) empowered to decide on important management issues relating to the Locator. MJTD shall not unreasonably withhold its consent to any such assignment or transfer but reserves its right to refuse any such assignment or transfer in the case where:

- It is not in compliance with the laws of Republic of the Union of Myanmar;
- It is not agreed by TSMC or any other relevant authorities in writing.
- MJTD has not received the assignee's written agreement and acceptance to be bound by LAND SUBLEASE AGREEMENT or RENTAL AGREEMENT in the same terms and conditions as the assignor.
- Assignment or transfer is made in breach of any of the provisions of this Article and/or more generally of these Regulations

In any case, the assignment or transfer of the leasehold of the Lot and any Improvement shall only be possible where the assignee of such rights and assets in one unique legal person or entity, and in this case, the transferee of the Lot shall pay five percent (5%) of the land contract price with assignee to MJTD as Transfer Management Fee. Neither any assignment, transfer within five (5) years after the commencing date of "LAND SUBLEASE AGREEMENT" nor the same before start of the construction of Improvement shall be allowed in any case.

44. Cumulative rights and waiver

No failure on the part of MJTD to exercise, or no delay in exercising any rights, power, or remedy under these Regulations shall be construed as or operate as a waiver thereof. Neither shall any single or partial exercise of any rights under any of the aforesaid provisions in these Regulations preclude any future exercise thereof or the exercise of any other rights by MJTD. The remedies provided in these Regulations are cumulative and are not exclusive of the remedies under the laws of Republic of the Union of Myanmar.

45. Confidentiality

Neither MJTD nor the Locator and its assignees and successors-in-interest shall make use of any information concerning the business and affairs of MJTD nor shall the Locator for any other purpose other than in accordance with these Regulations except it be lawfully required by any governmental authorities of



Republic of the Union of Myanmar.

46. Management of common areas and facilities after first ten years

- 46.1 MJTD may form the Association in which all Locators shall participate for the purpose of maintaining roads, traffic control, security, and all common areas and facilities of every kind and nature required or desired for the general use and benefit of all Locators within TSEZ, and for the exercise of such other rights, powers, and reservations of MJTD as MJTD may assign to it.
- 46.2 Each and every Locator is required to be and is automatically a member of the Association, and subject to, the obligations and duly enacted by-laws and rules of the Association, and if one has not yet been formed, then if and whenever one shall be formed. The allocation of votes among members of the Association shall be based upon the number of square meters owned.
- 46.3 At the end of the ten (10) year period counted from the completion of TSEZ Phase 1, MJTD shall have the option to turn over the management of the common areas and facilities completely to the Association. The Association shall elect/appoint/hire its own set of administrators and staff who shall go through hands on training with MJTD for a period of six months prior to the expiration of the ten (10) year period.
- 46.4 However, if in the best judgment of MJTD, it is to the best interest of TSEZ for it to continue to oversee its management, MJTD has the sole prerogative to either continue managing TSEZ through itself or a subsidiary or affiliate specifically formed for this purpose, or to appoint a third party which is competent in the area of utilities management.
- 46.5 At any time subsequent to such designation or assumption or transfer of responsibility to the Association, if in the good faith judgment of MJTD, the common areas and facilities are not being maintained in a manner consistent with the nature and concept of TSEZ, such designation or transfer of responsibility may be set aside, and MJTD may, at its option, resume the responsibility for managing TSEZ and collecting the pro rata management and administration fee and other outstanding charges and fees. The resumption shall be effective thirty (30) days after the service of written notice to the designee or transferee.



47. Interpretation

47.1 Governing law

These Regulations shall be governed by and construed in accordance with the laws of Republic of the Union of Myanmar.

47.2 Remedies

No remedy conferred by any of the specific provisions of these Regulations is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to any other remedy currently or subsequently existing.

47.3 Entire Regulations

If any term or provision of these Regulations or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of these Regulations, or the application of such term or provision to persons or circumstance other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of these Regulations shall be valid and be enforced to the fullest extent permitted by the laws of Republic of the Union of Myanmar.

48. Arbitration

48.1 Any dispute, controversy or claim of whatever nature arises under, out of or in connection with these Regulations, including any question regarding its existence, validity or termination or any non-contractual obligations arising out of or in connection with these Regulations which MJTD and the Locator do not resolve amicably within a period of thirty (30) days, shall be referred to and finally resolved by arbitration in Singapore, according to the Arbitration Rules of the Singapore International Arbitration Centre ("**SIAC**") for the time being in force, which rules are deemed to be incorporated by reference in this Clause.

48.2 There shall be a single arbitrator appointed by the agreement of MJTD and the Locator, or failing such agreement, the said arbitrator shall be appointed in accordance with the rules of the SIAC.

48.3 The language to be used in the arbitration shall be English. The resulting arbitral award shall be final and binding, and judgment upon such award

may be entered in any competent court having jurisdiction thereof. MJTD and the Locator are entitled to avail themselves of any treaties and laws for the time being in force allowing for the reciprocal enforcement of arbitration awards granted in any jurisdiction in which arbitration proceedings are taken hereunder, as though express reference is made in these Regulations to such treaties and laws.

48.4 Any monetary award issued by the arbitrator or arbitration body shall be expressed in and payable in U.S. Dollars immediately, and shall provide for payment of interest at the date of the arbitral award on the amount of the arbitral award to the date of payment.

48.5 All costs arising from the arbitration proceedings shall be borne by the losing party.

49. Language

All kind of notice, submission, approval, information, rules, correspondence in writing and regulations including, but not limited to, these regulations shall be made in English. Translation into other language(s) than English may be prepared for reference purposes only in case MJTD deems it necessary at its own discretion. Should there be any discrepancy between the English version and its translation, the English version shall prevail.

50. Reserved right

MJTD reserves the right and authority to amend any of the provisions of these regulations upon the guiding principles stated in Article 2, and to ensure general welfare in TSEZ.

51. Effective date

These Regulations shall come into force on the date hereof.

1st January, 2021.

Signature

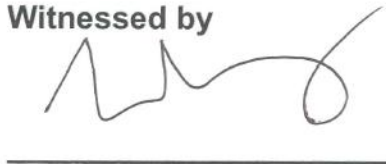


Tomoyasu Shimizu

President and CEO

MYANMAR JAPAN THILAWA DEVELOPMENT LTD

Witnessed by



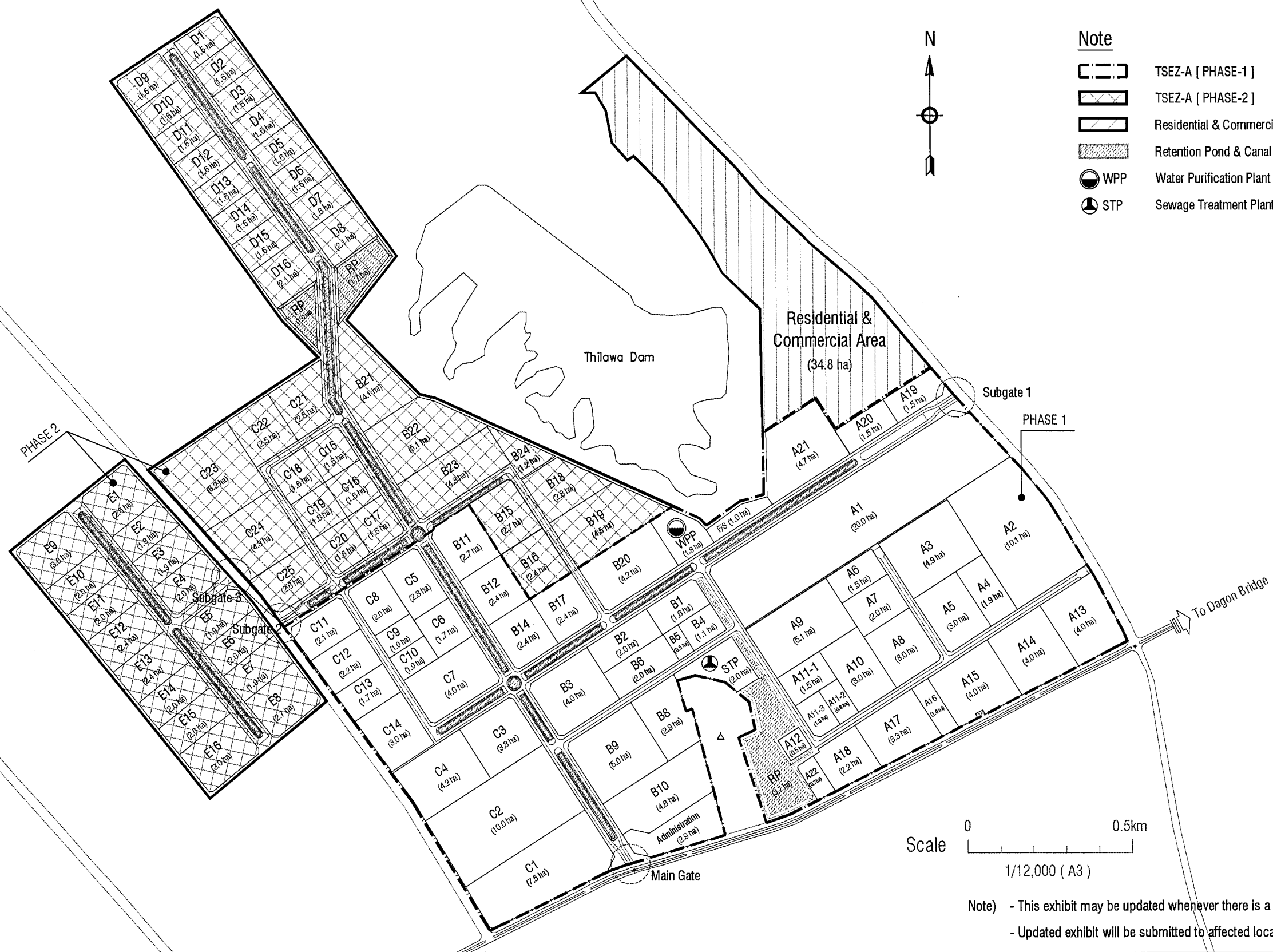
Thurane Aung

Vice President

MYANMAR JAPAN THILAWA DEVELOPMENT LTD

Exhibit-1 [TSEZ-A Plot Map]

Thilawa Special Economic Zone
[Zone-A] Phase 1



<p>PROJECT NAME :</p> <p>THILAWA SEZ ZONE A DEVELOPMENT PROJECT</p>	<p>DEVELOPER : MYANMAR JAPAN THILAWA DEVELOPMENT LTD.</p> <p>DRAWING TITLE : TSEZ-A Plot Map</p>	<p>DATE :</p> <p>01-Jan-2015</p>
--	---	---

Exhibit-2

Submission of Documents to MJTD

- A Design Approval Application: Before Submission of Building Fire Safety System and Building Permit Application to Thilawa SEZ Management Committee, One Stop Service Center (OSSC)**
- 1 Application form for Design Approval based on INTERNAL REGULATIONS
 - ①Cover letter by Locator letter head
 - ②Format-A_C
 - 2 Letter of attorney to the third party (Contractor) with contact detail of persons in charge (Company Name, Title, Phone Number, Email address), if any.
 - 3 Design Overview Document including as follows:
 - ①Area list of all buildings attached with area calculation drawing
 - ②Location and volume of water receiving tank, if any.
 - ③Location and volume of storehouse for hazardous and combustible materials
 - ④Sewage Treatment flow chart and discharge plans including domestic use and Manufacturing use
 - ⑤Power Connecting plan
 - ⑥Security and safety measures plan:
 - Security and safety plan for the Lot
 - Fire alarm and firefighting system
 - Lightning arrestor
 - ⑦Soil Balance calculation sheet
 - ⑧Any other documents that MJTD may require
 - 4 Master Plan (Layout Plan) including but not limited as follows:
Boundary lines of the Lot, Setback lines, Landscaping area, Roads in the Lot, Lot entrance and exit, Fences and Gates, Parking space, Signage, Table of building coverage and floor-area ratio, Underground tanks, Outline of buildings and other external facilities, Utilities connection points
 - 5 General drawings of every floor plan, sections and elevations
 - 6 Drawing of Rainwater Drainage including but not limited as follows:
Layout plan, Connection detail, final manhole
(including sedimentation pit, screen net and grease trap)
 - 7 Drawing of Wastewater Discharge Pipeline including but not limited as follows:
 - ①Layout plan, Connection detail, inspection manhole
(including water stop valve, screen net and grease trap)
 - ②typical sewage manhole, septic tank and/or wastewater treatment plant as necessary
 - 8 Drawing of Water Supply including Layout plan, Connection detail
 - 9 Drawing of Power Supply including Layout plan, Connection detail, Exterior Lighting and

Transformer capacity

- 10 Detail drawings including but not limited as follows;

Protection detail for existing infrastructure on and under access road, Detail of walkway modification, Fencing (Sections for all side including boundary line, fence foundation), Pavement, Gate plan (Section and Elevation)

- 11 Construction Schedule

- 12 Any other documents that MJTD may require

B Application for Start of Construction

- 13 Application form for Start of Construction Permit

①Cover letter by Locator letter head

②Format-B

- 14 Fire Safety Certificate from OSSC (Copy)

- 15 Building Permit from OSSC (Copy)

- 16 Environmental Compliance and Prevention Plan approval from OSSC (Copy)

- 17 Organizational chart with contact number of Main contractor and Major sub-contractor

- 18 Temporary plan under construction including as follows;

Temporary construction facilities drawings, Entrance and access road, Power and Water Supply, Rainwater and Sewage Discharge, Disposal of waste, Car and Motorbike parking, Car Wash area

- 19 Copy of insurance during construction stage according to Article 39 of the Internal Regulations.

- 20 Any other documents that MJTD may require

C Application for Completion Inspection

- 21 Application form for Completion Inspection

①Cover letter by Locator letter head

②Format-C

- 22 Environment Inspection Record (FORM-EN5-2) from OSSC and Environmental Impact Assessment (EIA) or Initial Environmental Examination (IEE) if any.

- 23 As built drawings (for the drawings mentioned in Item-A)

- 24 Building Completion Certificate (B.C.C) from OSSC (Copy)

- 25 Copy of insurance for Factory Operation according to Article 39 of the Internal Regulations.

- 26 Any other documents that MJTD may require

D During Construction (As needed)

- 27 Copy of other necessary permissions under construction from authority, if any

- 28 The update list of contractors, representatives, Organizational chart, Construction Schedule, if any.

- 29 Change of design which is subject to approval from MJTD, if any.

- 30 Report for the accidents, IR violation, if any.

- 31 Application for Partial Completion Inspection, if any.

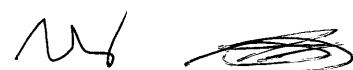
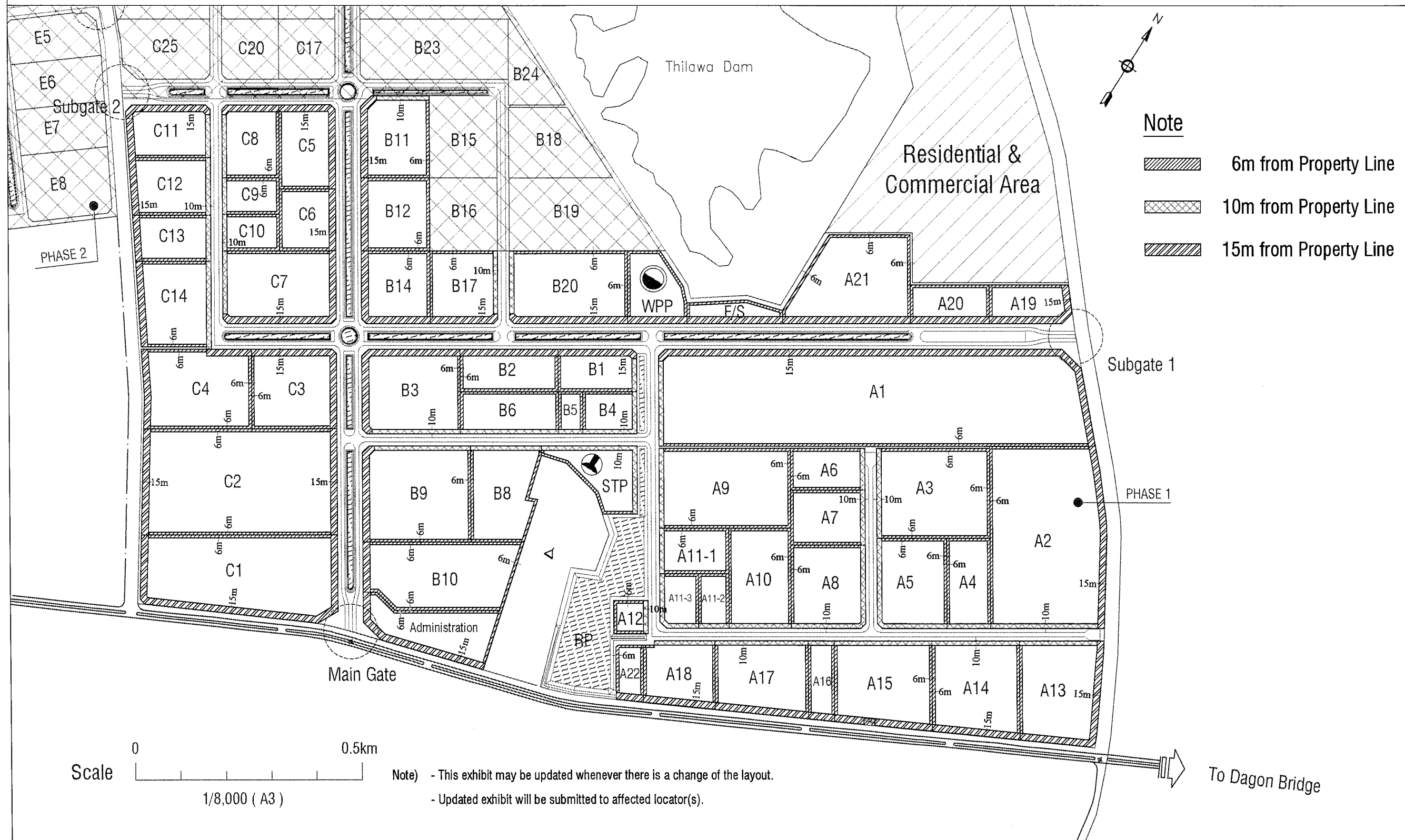


Exhibit-3 [Setback Lines]

Thilawa Special Economic Zone [Zone-A] Phase 1



PROJECT NAME :

THILAWA SEZ ZONE A DEVELOPMENT PROJECT

DEVELOPER :

MJTD MYANMAR JAPAN THILAWA DEVELOPMENT LTD.

DATE :

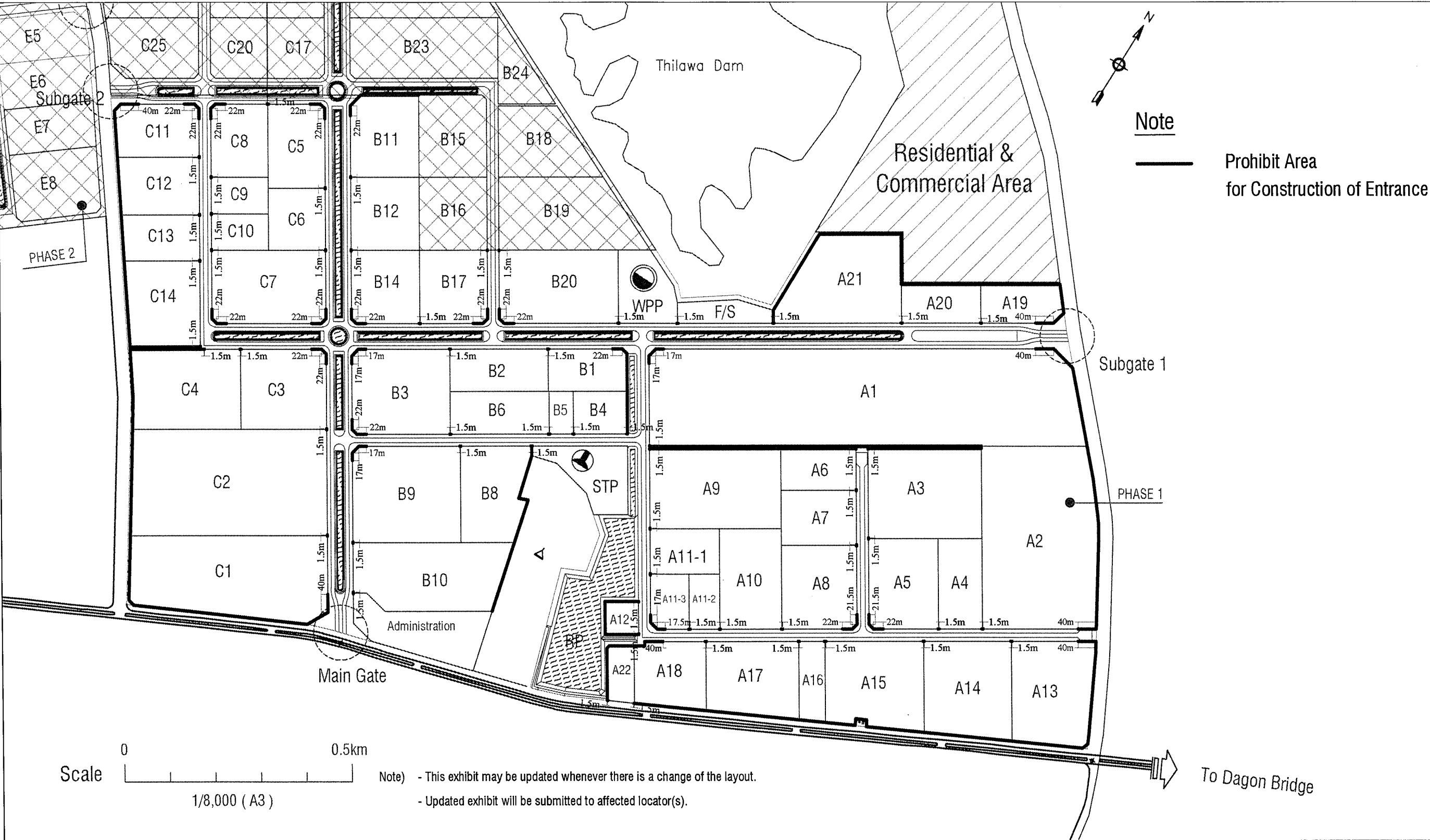
01-Jan-2015

DRAWING TITLE :

Setback Lines

Exhibit-4 [Prohibit Area for Construction of Entrance]

Thilawa Special Economic Zone
[Zone-A] Phase 1



PROJECT NAME :

THILAWA SEZ ZONE A DEVELOPMENT PROJECT

DEVELOPER :

MJTD MYANMAR JAPAN THILAWA DEVELOPMENT LTD.

DATE :

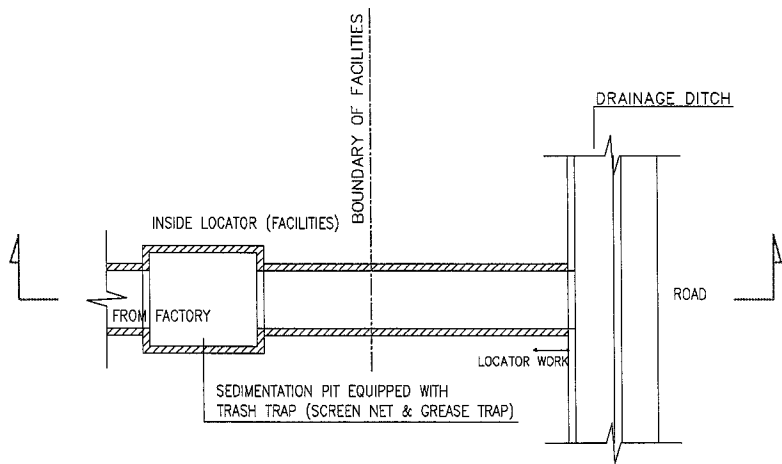
01-Jan-2015

DRAWING TITLE :

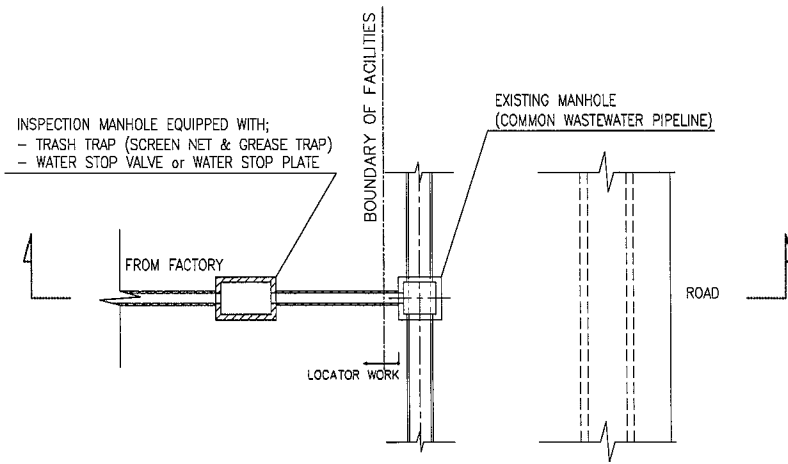
Prohibit Area for Construction of Entrance

Exhibit-5 [Water Connection]

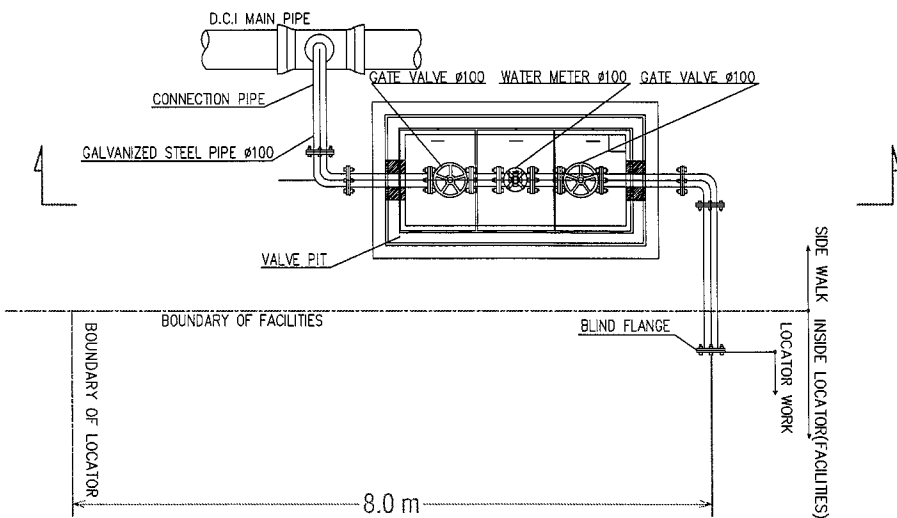
Thilawa Special Economic Zone
[Zone-A] Phase 1



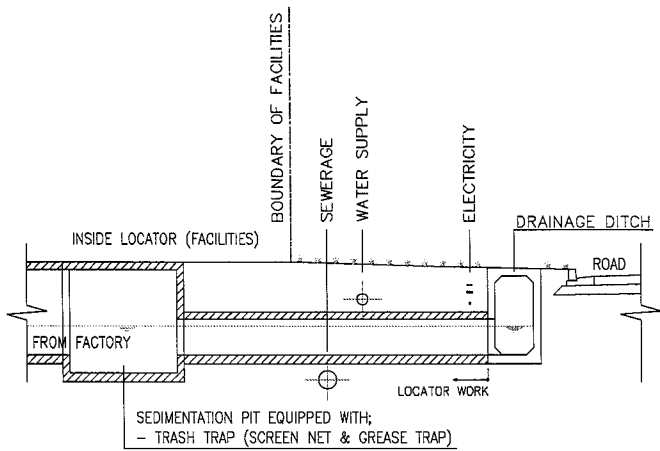
PLAN OF RAINWATER DRAINAGE CONNECTION



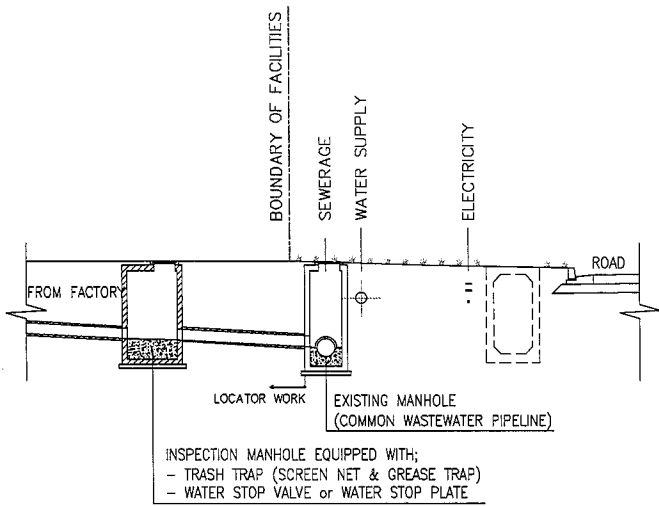
PLAN OF WASTEWATER CONNECTION



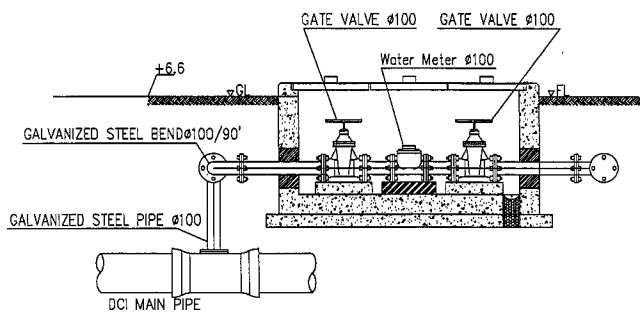
PLAN OF WATER SUPPLY CONNECTION



SECTION OF RAINWATER DRAINAGE CONNECTION



SECTION OF WASTEWATER CONNECTION

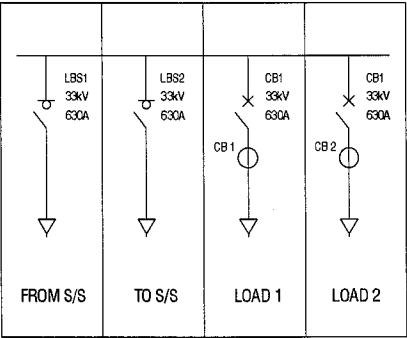


SECTION OF WATER SUPPLY CONNECTION

Exhibit-6 [Power Connection]
[Draft]

Thilawa Special Economic Zone
[Zone-A] Phase 1

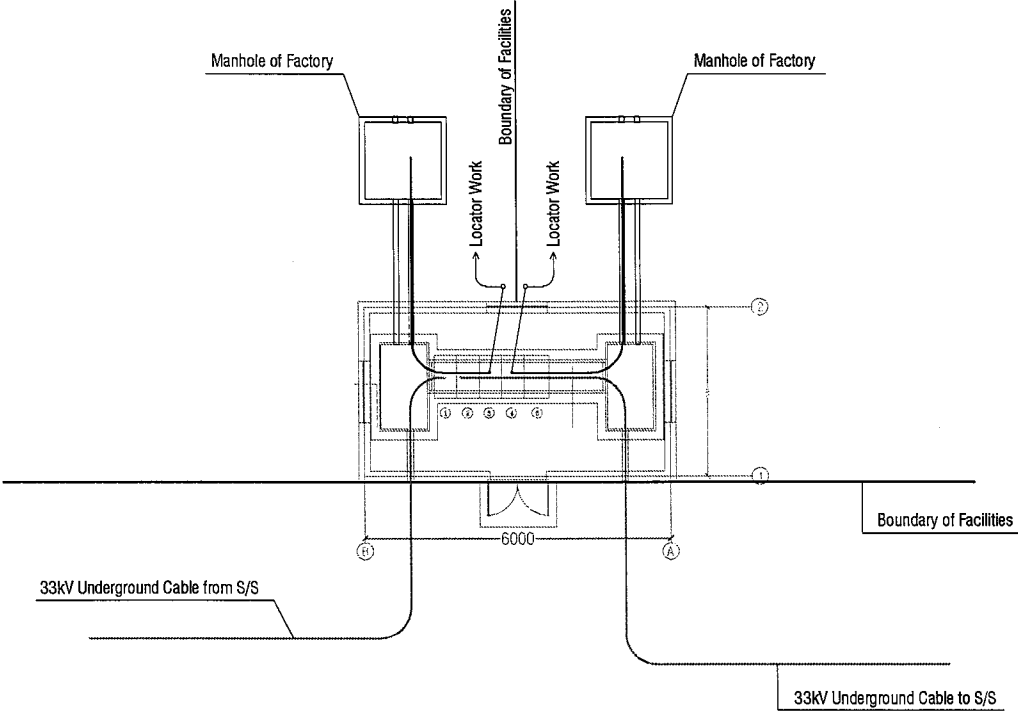
[Main Road] RMU Single Line Diagram



LEGEND

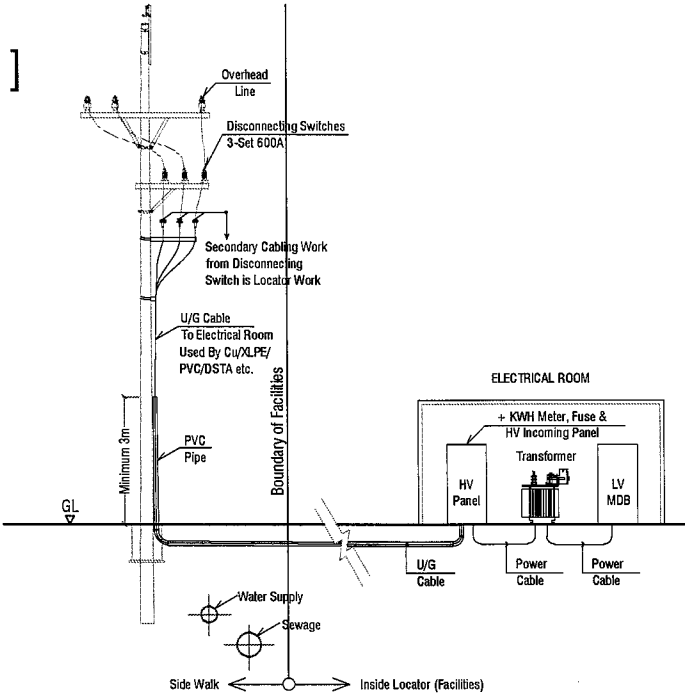
No	Type B (CB x 2)
①	Incoming LBS 1
②	Incoming LBS 2
③	Outgoing CB 1
④	Outgoing CB 2
⑤	Space

Plan View for RMU House

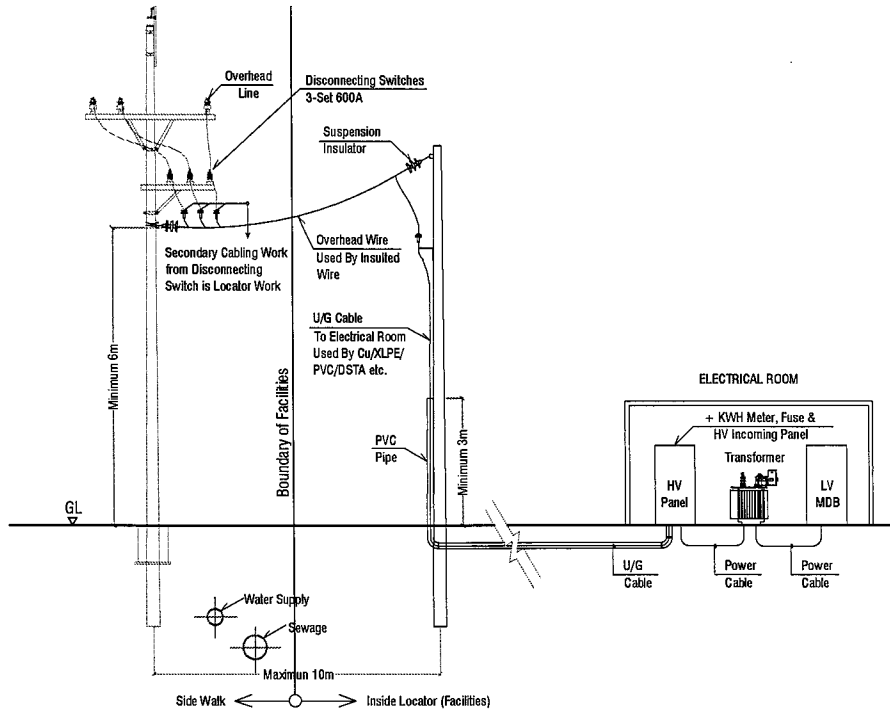


Connection from U/G Cable

[Secondary Road]



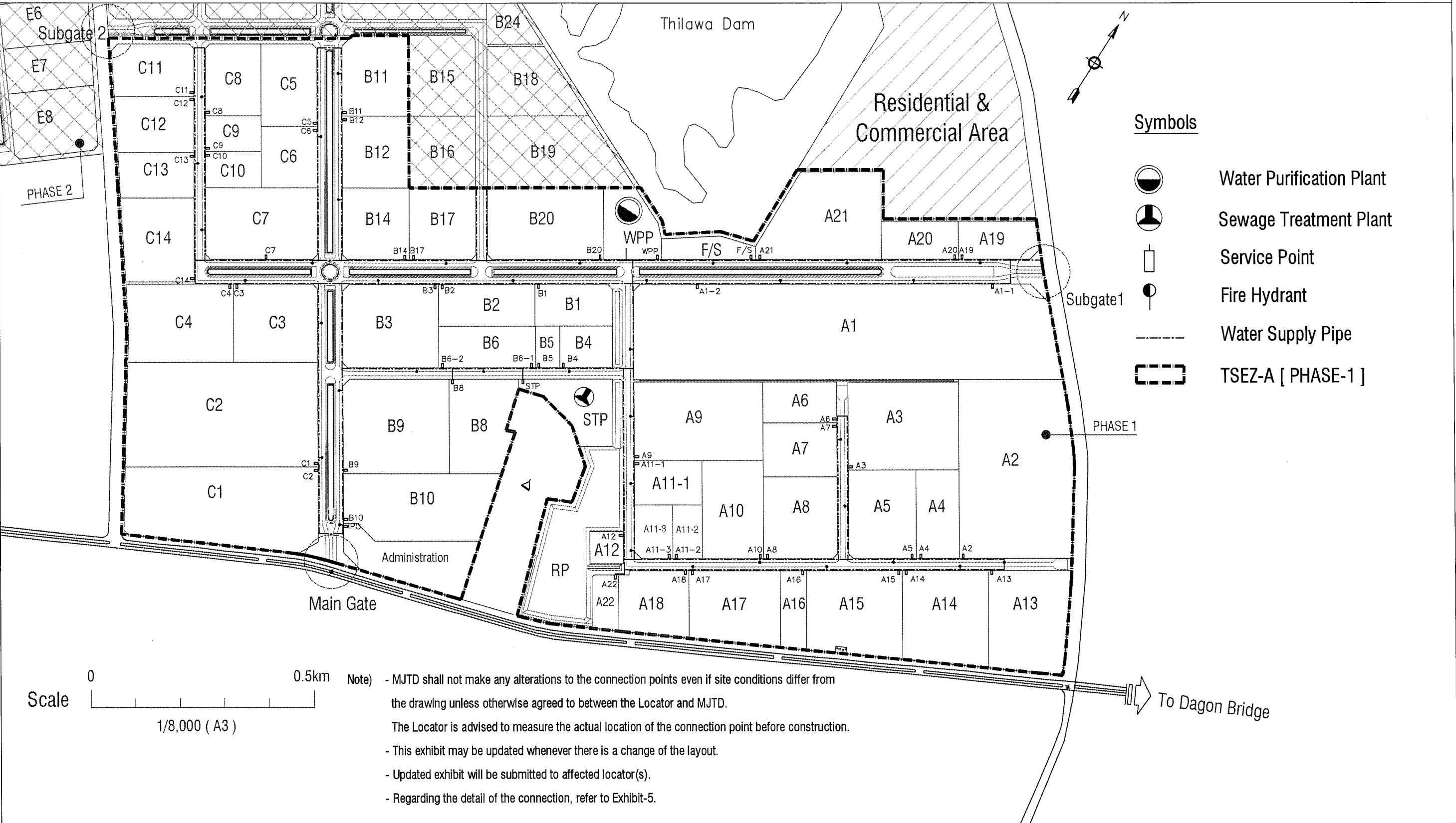
[Option 1] Connection from O/H Cable (U/G Receiving)



[Option 2] Connection from O/H Cable (O/H Receiving)

Exhibit-8 [Water Supply]

Thilawa Special Economic Zone
[Zone-A] Phase 1



PROJECT NAME :

THILAWA SEZ ZONE A DEVELOPMENT PROJECT

DEVELOPER :

MJTD MYANMAR JAPAN THILAWA DEVELOPMENT LTD.

DRAWING TITLE :

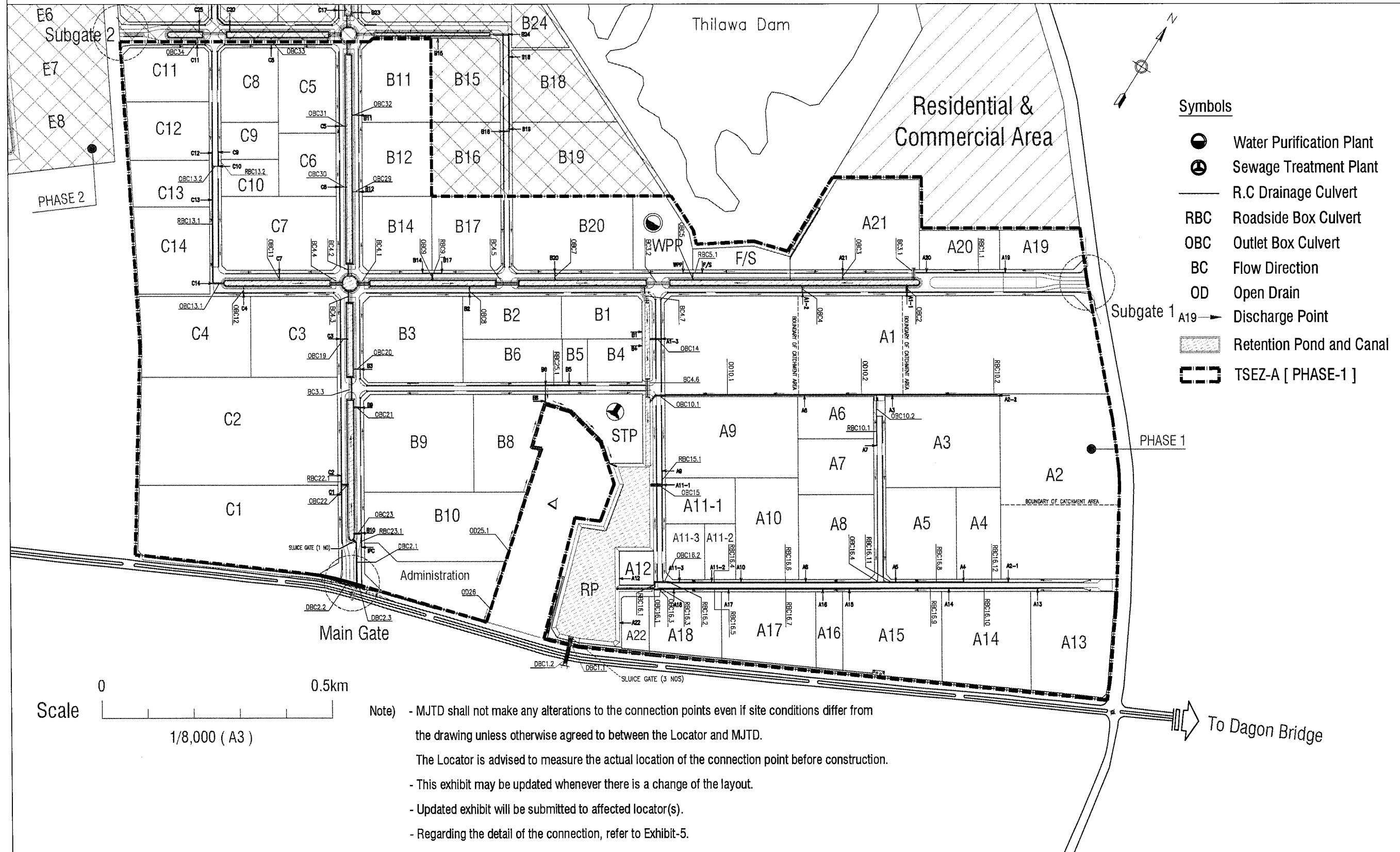
General Plan of Water Supply

DATE :

01-Jan-2015

Exhibit-9 [Rainwater Drainage]

Thilawa Special Economic Zone [Zone-A] Phase 1



PROJECT NAME :

THILAWA SEZ ZONE A DEVELOPMENT PROJECT

DEVELOPER :

MJTD MYANMAR JAPAN THILAWA DEVELOPMENT LTD.

DATE :

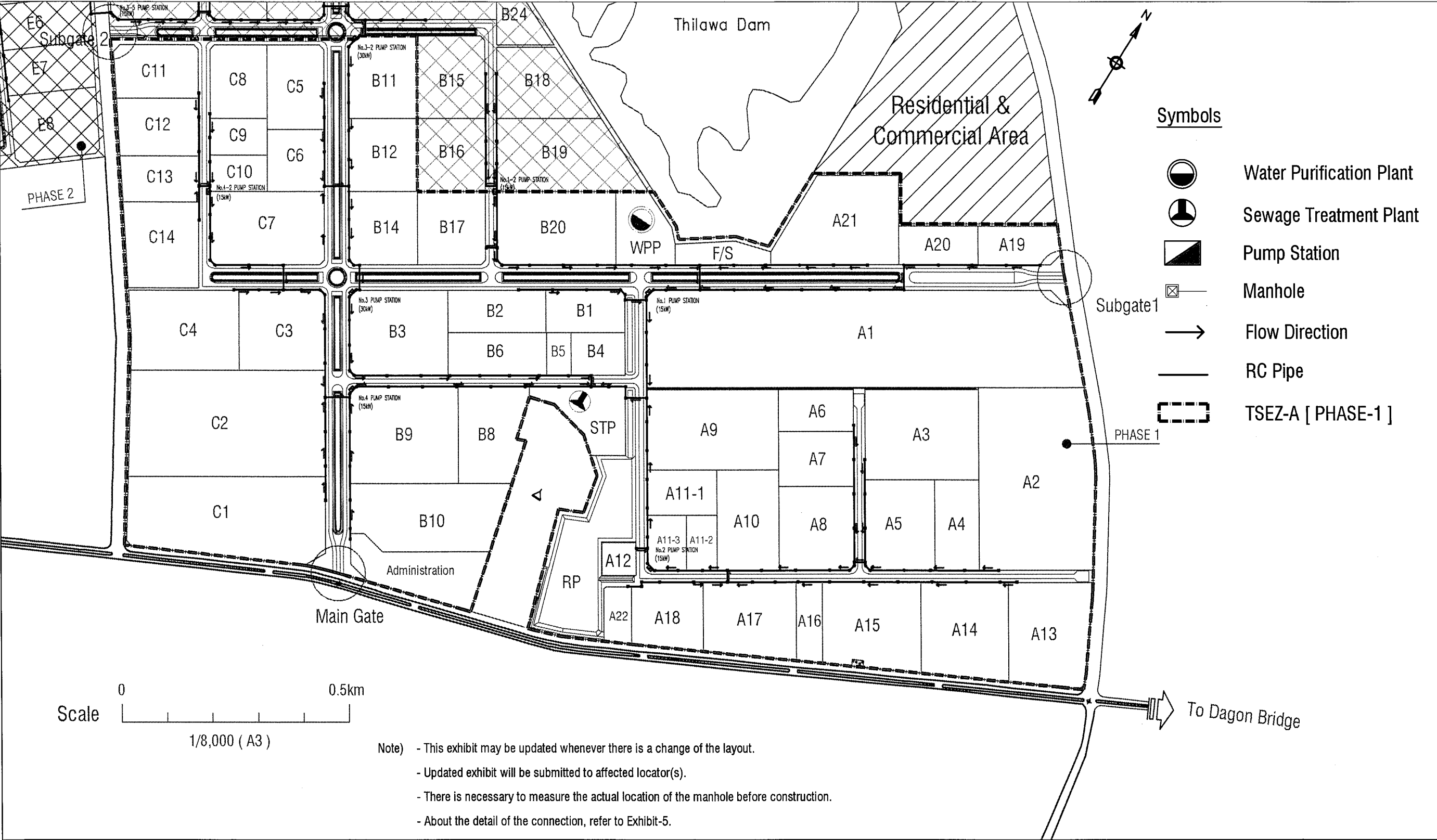
DRAWING TITLE :

General Plan of Rainwater Drainage

01-Jan-2015

Exhibit-10 [Sewage]

Thilawa Special Economic Zone
[Zone-A] Phase 1



Note) - This exhibit may be updated whenever there is a change of the layout.
- Updated exhibit will be submitted to affected locator(s).
- There is necessary to measure the actual location of the manhole before construction.
- About the detail of the connection, refer to Exhibit-5.

PROJECT NAME :

THILAWA SEZ ZONE A DEVELOPMENT PROJECT

DEVELOPER :

MJTD MYANMAR JAPAN THILAWA DEVELOPMENT LTD.

DRAWING TITLE :

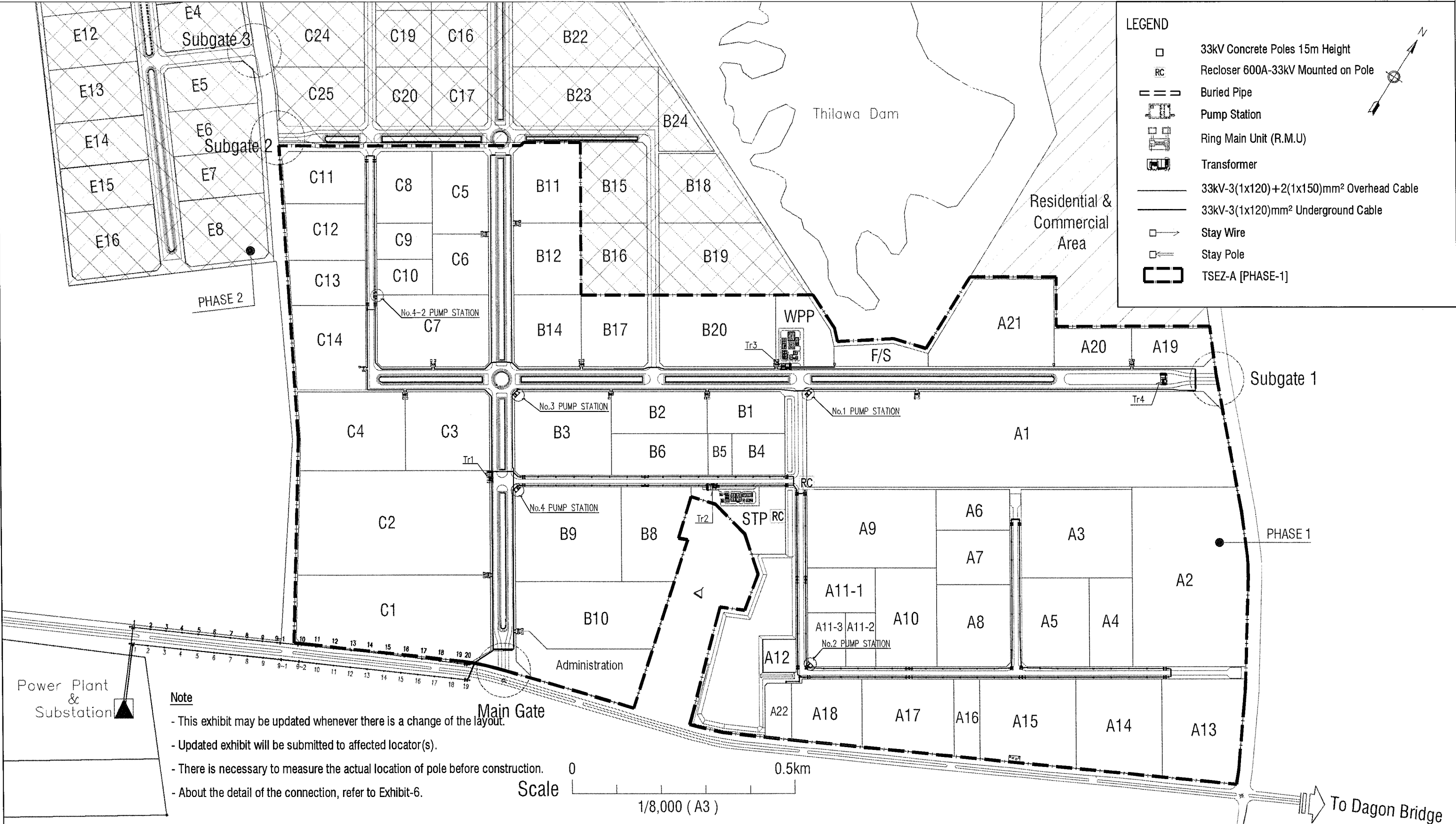
General Plan of Sewage

DATE :

01-Jan-2015

Exhibit-11 [Power Supply]

Thilawa Special Economic Zone
[Zone-A] Phase 1



PROJECT NAME :

THILAWA SEZ ZONE A DEVELOPMENT PROJECT

DEVELOPER :

MJTD MYANMAR JAPAN THILAWA DEVELOPMENT LTD.

DATE :

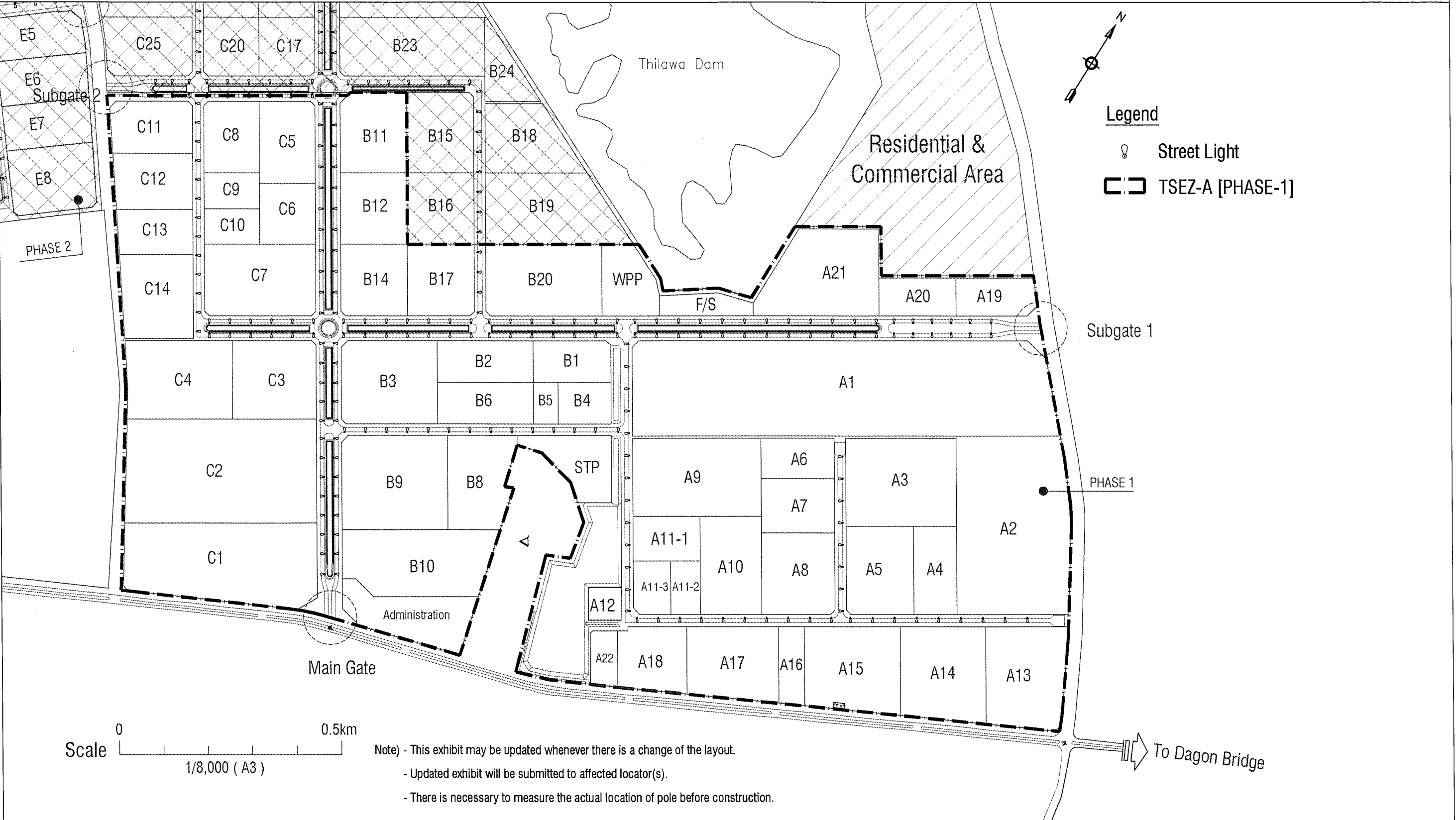
01-Jan-2015

DRAWING TITLE :

Power Supply Layout Plan

Exhibit-12 [Street Lighting]

Thilawa Special Economic Zone
[Zone-A] Phase 1



PROJECT NAME :

THILAWA SEZ ZONE A DEVELOPMENT PROJECT

DEVELOPER :

 MYANMAR JAPAN THILAWA DEVELOPMENT LTD.

DATE :

01-Jan-2015

DRAWING TITLE :

Street Lighting Layout Plan

THILAWA SPECIAL ECONOMIC ZONE
INDUSTRIAL ZONE
WASTEWATER STANDARD
FOR LAND SUBLEASE

[2nd Edition]

11th January, 2018



[Standard of Wastewater qualities after Pre-wastewater treatment by the Locator]

Dated on 11th January, 2018

No.	Parameter	TSEZ-B's WQ standard	Unit
1	BOD ₅ (5days at 20°C)	max 200	ppm
2	Suspended Solids (SS)	max 200	ppm
3	Dissolved solids	max 2,000	ppm
4	pH Value	6-9	-
5	COD _{Mn} Permanganate value	-	ppm
6	COD _{Cr} Dicromate value	max 400	ppm
7	Sulphide (as HS)	max 1	ppm
8	Cyanide (as HCN)	max 0.1	ppm
9	Cyanide (Total)	max 1	ppm
10	Oil and grease	max 40	ppm
11	Total coliform bacteria	-	-
12	Tar	-	-
13	Formaldehyde	max 1	ppm
14	Phenols	max 0.5	ppm
15	Free chlorine	max 1	ppm
16	Heavy Metals (total)	max 10	ppm
17	Zinc	max 2	ppm
18	Chromium	max 0.5 (total)	ppm
		max 0.1 (Hexavalent)	
19	Arsenic	max 0.1	ppm
20	Copper	max 0.5	ppm
21	Mercury	max 0.005	ppm
22	Cadmium	max 0.03	ppm
23	Barium	max 1	-
24	Selenium	max 0.02	ppm
25	Lead	max 0.1	ppm
26	Nickel	max 0.2	ppm
27	Insecticides	-	-
28	Radioactive Materials	-	-
29	Temperature	≤ 35	°C
30	Color	max 150	Co-Pt
31	T-N	max 80	ppm
32	Ammonia	max 80	ppm
33	Fluoride	max 20	ppm
34	Iron	max 3.5	ppm
35	Silver	max 0.5	ppm
36	Total Phosphorus	max 8	ppm

*Locator shall monitor the Free Cyanide instead of the Total Cyanide if Locator's production process will not discharge the Total Cyanide. Locator shall monitor the Total Cyanide if Locator's production process will discharge the Total Cyanide.

*Regarding the Oil and grease, only animals and vegetable oil may discharge to MJTD's sewage system. Industrial oil and grease shall not discharge to MJTD's sewage system and shall be treated by proper oil and grease trap by Locator.