

**IN THE COURT OF APPEAL OF THE REPUBLIC OF SINGAPORE**

Civil Appeal No. 126 of 2010/J

Between

1. DR JEFFREY KHOO  
(NRIC No. S1647835J)
2. DR QUEK SUAN YEW  
(NRIC No. S1315479A)
3. DR PRABHUDAS KOSHY  
(NRIC No. S2686004J)
4. DR TOW SIANG YEOW  
(Malaysian ID No. 271106-01-5089)
5. DR BOAZ BOON  
(NRIC No. S2550198E)
6. WEE HIAN KOK  
(NRIC No. SO438219F)
7. REV KOA KENG WOO  
(Malaysian ID No. 290512-06-5085)
8. REV STEPHEN KHOO  
(NRIC No. S0050228F)

...Appellants

And

1. LIFE BIBLE-PRESBYTERIAN CHURCH  
(ROS No. 0190/1986)
2. KHOO PENG KIAT  
(NRIC No. 51066740B)
3. TAN HOCK JIN GEOFFREY  
(NRIC No. S0347184E)
4. LOO LAM HUA  
(NRIC No. S1410329E)
5. LIM TECK CHYE  
(NRIC No. S0273345E)
6. TAY BIN THONG  
(NRIC No. S0143884J)

...Respondents

In the Matter of Suit No. 648 of 2008/J

Between

LIFE BIBLE-PRESBYTERIAN CHURCH  
(ROS No. 0190/1986)

...Plaintiff

And

1. DR JEFFREY KHOO  
(NRIC No. S1647835J)
2. DR QUEK SUAN YEW  
(NRIC No. S1315479A)
3. DR PRABHUDAS KOSHY  
(NRIC No. S2686004J)
4. DR TOW SIANG YEOW  
(Malaysian ID No. 271106-01-5089)
5. DR TIMOTHY TOW SIANG HUI  
(NRIC No. S1073136D)
6. DR BOAZ BOON  
(NRIC No. S2550198E)
7. WEE HIAN KOK  
(NRIC No. SO438219F)
8. REV KOA KENG WOO  
(Malaysian ID No. 290512-06-5085)
9. REV STEPHEN KHOO  
(NRIC No. S0050228F)

...Defendants

Consolidated with Suit No. 278 of 2009/A

Between

1. KHOO ENG TECK JEFFREY  
(NRIC No. S1647835J)
2. QUEK SUAN YEW  
(NRIC No. S1315479A)
3. BOON YEAN LEONG (BOAZ BOON)  
(NRIC No. S2550198E)

...Plaintiffs

And

1. LIFE BIBLE-PRESBYTERIAN CHURCH  
(Registration No. 0190/1986)
2. KHOO PENG KIAT  
(NRIC No. S1066740B)
3. TAN HOCK JIN GEOFFREY  
(NRIC No. S0347184E)
4. LOO LAM HUA  
(NRIC No. S1410329E)
5. LIM TECK CHYE  
(NRIC No. S0273345E)

6. TOW SIANG HUI  
(NRIC No. S1073136D)
7. TAY BIN THONG  
(NRIC No. S0143884J)

...Defendants

*(Consolidated by Order of Court dated 27 March 2009)*

---

**RESPONDENTS' PROPOSED TERMS OF REFERENCE**

---

Dated this 11<sup>th</sup> day of May 2012

MR ANG CHENG HOCK, S.C.  
MR THAM WEI CHERN  
MR RAMESH KUMAR

MR QUEK MONG HUA  
MR NICHOLAS POA

ALLEN & GLEDHILL LLP  
ONE MARINA BOULEVARD  
#28-00  
SINGAPORE 018989  
TEL: 6890 7188  
FAX: 6438 4335  
REF: ACH/THAMWC/RKUMAR/20085959

M/S LEE & LEE  
50 RAFFLES PLACE  
#06-00 SINGAPORE LAND TOWER  
SINGAPORE 048623  
TEL: 6220 0666  
FAX: 6221 9712  
REF: QMH/POA/2008.2401

SOLICITORS FOR THE APPELLANTS

SOLICITORS FOR THE 1<sup>ST</sup>, 2<sup>ND</sup>, 4<sup>TH</sup>, 5<sup>TH</sup>  
AND 6<sup>TH</sup> RESPONDENTS

**THE RESPONDENTS' PROPOSED TERMS OF REFERENCE**

- | <b>A</b> | <b>INTRODUCTION</b>  | Reference(s) |
|----------|--|--------------|
| 1.       | As directed by the Court of Appeal on 11 April 2012, this is a submission by the Respondents on the proposed Terms of Reference for the Trial Judge on how paragraph 111 of the Court of Appeal's Judgment dated 26 April 2011 is to be implemented                                  |              |
| 2.       | The Court of Appeal has rejected the Appellants' contentions in the two Affidavits of Jeffrey Khoo filed on 9 March 2012 and 5 April 2012 respectively, essentially that the Premises ought to be shared equally between the Parties and/or for a physical division of the Premises. |              |
| 3.       | The Respondents maintain the view that their position represented in the Affidavit of Tan Cheow Hock filed on 29 March 2012 is fair and reasonable, in particular the draft Agreement marked as "LBPC-1" attached thereto.   |              |

In this respect, the Respondents reiterate their commitment to the compliance with paragraph 111 of the Court of Appeal Judgment dated 26 April 2011.

4. Notwithstanding the draft Agreement was offered to the Appellants without prejudice to the Respondents' rights to review and change the offer contained therein, if not accepted by the Appellants, the Respondents have decided in good faith and sincerity to maintain the main essence of the same offer save for a minor amendment to provide for greater certainty. This slightly amended draft Agreement is marked "LBPC-2" and annexed hereto.

**B THE RESPONDENTS' PROPOSED TERMS OF REFERENCE**

5. The Respondent respectfully urges this Honourable Court to consider and approve the following terms of reference for compliance with paragraph 111 of the Judgment of the Court of Appeal dated 26 April 2011

directing the shared use and maintenance of premises known as No. 9, No. 9A and No. 10 Gilstead Road (“the Premises”) between Life Bible Presbyterian Church (LBPC) and Far Eastern Bible College (FEBC):-

- a. A more comprehensive Agreement incorporating the principles enunciated and applied in the Agreement dated 4 March 1970 (“the 1970 Agreement”) between LBPC and FEBC shall form the basis for the continued sharing of usage of the Premises, in particular, that LBPC should continue to have the overall stewardship of the Premises and be responsible for the allocation of space in the Premises for the proper functioning of FEBC taking into consideration the needs of LBPC and her related bodies;
- b. Pursuant to FEBC’s obligation to contribute to the maintenance and upkeep of the Premises , the firm of Jones Lang La Salle be appointed to assess and to determine the manner and quantum of contribution to be made by FEBC towards the maintenance and upkeep of

See 1970 Agreement and paragraph 48 - 50 of Jeffrey Khoo’s Affidavit dated 9 March 2012

the Premises in proportion to their use of the Premises  
for the following periods:-

- i. From 1970 to 2007;
  - ii. From 2008 to 2011; and
  - iii. From 2012 onwards
- 
- c. In conjunction with clauses a and b, the draft new Agreement marked “LBPC-2” be considered and approved (with or without amendments) as directed by the Honourable Judge.
  
  - d. FEBC be ordered to pay the amount due and payable as determined under clause b as their contribution towards the maintenance and upkeep of the Premises.

**C. SUMMARY OF THE REASONS IN SUPPORT OF  
THE RESPONDENT'S PROPOSED TERMS OF  
REFERENCE**

- |    |   |   |
|----|---|---|
| 6. | The Appellants relied on the 1970 Agreement for their claim throughout the proceedings; it is indeed the only document that sets out the principles and practice of the Charitable Purpose Trust in respect of shared use of the buildings on No 9 & 9A Gilstead Road. <sup>1</sup> | See paragraphs 34-36 of the Appellant's Case and Paragraph 31 of the Appellant's Closing Submission dated 12 March 2010 |
| 7. | The Court of Appeal Judgment acknowledged and referred to the 1970 Agreement as the primary reference for parties to draw up a more comprehensive new agreement.  | See paragraph 111 of the Court of Appeal's Grounds of Decision.   |

---

<sup>1</sup> The 1970 Agreement states that the Church is the "sole steward" for the "College Property" and that the "apportionment of the premises for the proper functioning of the College shall be made with due consideration to the Church and its related bodies."

8. The Church has been the sole steward in administering the shared use of the buildings at No 9 & 9A in accordance with the agreed principles and practices without any complaints from the College for about 50 years.
9. Even after the doctrinal disputes arose in or about 2008, the Respondents agreed with the Appellants to maintain status quo on the shared usage pending the final outcome of the Court proceedings. In this respect, the Appellants have till to-date had no reasonable complaints that needs have not been met. In fact, Jeffrey Khoo in paragraph 55(c) of his Affidavit even states that Parties are at present cordial towards each other, which goes to show that the past and present needs of the Appellants have been well catered for.
10. The Court of Appeal Judgment does not and should not change the scope and nature of the Trust.

See 1970 Agreement at which states that the Church is the "*sole steward for the College property*".

Paragraphs 34 to 37 of Tan Cheow Hock's Affidavit dated 29 March 2012

11. Notwithstanding the position of the Respondents that in respect of No 10 Gilstead Road, only 16% of the funds for acquisition and 9.8% at best of the total aggregate funds for acquisition and redevelopment thereof are impressed with the Charitable Purpose Trust<sup>2</sup>, the Respondents are prepared in good faith to permit the reasonable use of No 10 Gilstead Road by the Appellants whose enrolment has remained fairly constant with 49 full-time and 37 part-time students (day-time) currently. In this respect, the Respondents would like to highlight that their proposal for the apportionment of the Premises is fair and generous as the total floor area allotted to the Appellants is about 37.3% of the Gross Floor Area of the Premises.

See page 7 of  
**LBPC-2**

---

<sup>2</sup> For the acquisition and redevelopment of 10 Gilstead Road, the fundraising was done in the third and fourth fundraising efforts as described in paragraph 11 of the CA Judgment. The third phase was in 1989/90 for the acquisition and the fourth phase about a decade later from 2000 was for the redevelopment. Even then, it is also indisputable that the Church had used her own funds as well as funds raised for Church & College: see paragraph 21 of Tan Cheow Hock's Affidavit dated 29 March 2012. The evidence accepted by the Trial Judge (see paragraph 78 of Justice Prakash's Grounds of Decision dated 30 June 2010) which is also admitted by the 1<sup>st</sup> Appellant in his second Affidavit at paragraphs 15 and 16, is that because of the dispute between Church and the Appellants, in 2003/04 those who were contributing to the redevelopment of Beulah House for College purposes had then withdrawn or asked for a redirection of their contributions. The continued fundraising all the way to the completion of the redevelopment were thus by members who were giving not for the purpose of the Appellants but for the Church.

12. It is indisputable and the Appellants have also often repeated and reiterated their commitment / obligation to make their rightful contribution to the maintenance and upkeep of the Premises.

See paragraph  
48 -50 of  
Jeffrey Khoo's  
Affidavit dated  
9 March 2012

13. The proposal to appoint Messrs Jones Lang La Salle to assist in the matter of maintenance and upkeep is in anticipation of the need to provide a proper method for resolving any disagreements or disputes.

14. We humbly submit the above as our proposal and will respond to the Appellants' proposal in due course when we have the opportunity to do so.

Dated this 11<sup>th</sup> day of May 2012.

*LEE & LEE*

---

Quek Mong Hua/Nicholas Poa  
Messrs Lee & Lee  
Solicitors for the Respondents

**THIS IS THE EXHIBIT  
MARKED "LBPC-1" REFERRED TO  
IN THE RESPONDENTS' PROPOSED  
TERMS OF REFERENCE**

**Without Prejudice**

**AGREEMENT** between **LIFE BIBLE-PRESBYTERIAN CHURCH** ("LBPC") and **FAR EASTERN BIBLE COLLEGE** ("FEBC") on the sharing of the use of No. 9 and 9A and 10 Gilstead Road, Singapore ("collectively the Property")

**PREAMBLE**

**WHEREAS**

- A. LBPC and FEBC had signed a document dated 4 March 1970 which established the basis of their shared use of No 9 and 9A Gilstead Road ("the 1970 Agreement") which is impressed with a Charitable Purpose Trust. A copy of the 1970 Agreement is attached hereto at Annex 1 for easy identification.
- B. Since then, No 10 Gilstead Road was purchased in 1989 to cater for an extension of the Charitable Purpose Trust.
- C. Differences arose between the Parties in 2003 which were submitted for resolution by the High Court of Singapore. By the Court of Appeal's Grounds of Decision dated 26 April 2011, it was decided that FEBC is not one of the ministries of LBPC but is a separate and independent unincorporated association entitled to benefit from the Charitable Purpose Trust over the Property.
- D. The Court of Appeal has advised Parties to work out an arrangement more detailed than the 1970 Agreement for the continued sharing of the use of the Property.

**IT IS HEREBY AGREED AS FOLLOWS: -**

- 1. Save that this Agreement ("the 2011 Agreement") recognizes and is in continuation of the nature and principles represented in the 1970 Agreement and the exercise of the Charitable Purpose Trust, the 2011 Agreement shall supersede the 1970 Agreement.

## Without Prejudice

### **2. STEWARDSHIP AND ALLOTMENT OF USE OF PROPERTY**

- 2.1 LBPC shall continue to have sole stewardship of the Property and shall allot the usage of the Property for the proper functioning of FEBC. The allotment of the Property for the proper functioning of FEBC shall be made with due consideration to LBPC and its other ministries and associated bodies.
- 2.2 LBPC shall allot to FEBC the parts of the Property described in sections A and B of Schedule 1 hereto ("the Allotted Premises") for FEBC's use as a Bible College in accordance with the Charitable Purpose Trust. FEBC shall absolutely relinquish the use of the parts of the Property described in section C of Schedule 1.
- 2.3 For the avoidance of doubt, FEBC may apply to LBPC to use the other parts of the Property which do not form part of the Allotted Premises and such application shall be subject to LBPC's own usage needs and any standing policies or terms and conditions LBPC has for usage of the same.

### **3. TERMS OF USE**

- 3.1 FEBC shall use the Allotted Premises strictly as a Bible College in accordance with the Charitable Purpose Trust and in compliance with all laws, rules and regulations of relevant authorities. Save as aforesaid, FEBC shall have unrestricted use of the Allotted Premises for its own requirements during College term times from Monday to Friday of each calendar week and as set out in Schedule 1.
- 3.2 On every Saturday and Sunday of each calendar week and also whenever not required for use by FEBC, including during FEBC vacations, all parts

### Without Prejudice

of the Allotted Premises shall be placed under the charge of LBPC for its own or related purposes.

- 3.3 FEBC shall not sub-allot to or permit any other bodies to use the Allotted Premises at any time whether for profit or otherwise.
- 3.4 FEBC shall not place any fixtures or carry out any addition or alteration work on the Allotted Premises without LBPC's prior written consent. Any fixtures placed on the Allotted Premises, with or without LBPC's consent, shall be removed at FEBC's cost if required by LBPC, in particular when the Allotted Premises or part thereof are no longer allotted to FEBC or if required by the relevant Authorities.
- 3.5 LBPC as the sole steward of the Property shall have the power of final decision after having reasonably considered the views of FEBC in the overall management of the Property, including but not limited to decisions concerning estate management, security, general upkeep and maintenance and all incidental and necessary decisions for the optimal and harmonious shared use of the Property.
- 3.6 In the spirit of harmonious shared use of the Property under the Charitable Purpose Trust, neither FEBC nor LBPC shall in its respective teaching or writings or other publications, criticise or negatively comment on matters of the Christian faith and practices of each other and shall respect each other's teachings and/or conduct even if some of these are not in common with each other.

#### **4. MAINTENANCE AND UPKEEP OF THE ALLOTTED PREMISES**

- 4.1 FEBC shall be directly responsible for the immediate safety and security, day-to-day cleanliness and usage of electrical and water utilities of the Allotted Premises while under its charge and FEBC shall make a regular

**Without Prejudice**

and equitable monetary contribution to LBPC towards the general upkeep and maintenance of the Allotted Premises as part of the Property.

- 4.2 In the event and whenever LBPC and FEBC are unable to agree on the scope, manner or necessity of general upkeep and maintenance and/or the quantification of the monetary contribution to be made by FEBC, a professional and licensed Property Management Company shall be engaged by LBPC to assist in addressing and resolving the issues. This shall include but not limited to quantification of the amount of monetary contribution to be made by FEBC to ensure the proper and effective upkeep and maintenance of the Property including if necessary, any repairs, addition and alteration works to the Property, with due regard to the proportion and usage of the Allotted Premises. Both LBPC and FEBC shall abide by the recommendations and advice of such Property Management Company.
- 4.3 LBPC shall maintain and operate a separate and dedicated Maintenance Account ("MA") for the direct and incidental expenses for the general upkeep and maintenance of the Property. All contributions by FEBC and LBPC for the general upkeep and maintenance of the Property shall be paid into the MA and be properly kept and accounted for.
- 4.4 At any time, a minimum balance of \$100,000/- must be maintained under this MA. If there is any shortfall, LBPC and FEBC shall contribute their respective shares required to top up the MA to the minimum sum.
- 4.5 LBPC shall have sole custody and management of the MA. The funds of the MA shall be subject to an annual audit by a certified Public Accountant, a copy of which shall be given to FEBC.
- 4.6 In the event that necessary repairs and other works for the upkeep and maintenance of the Property are required, LBPC shall obtain appropriate

**Without Prejudice**

quotations for expenditure above S\$10,000/- for the reasonable performance of such works and if the monies in the MA is insufficient for the purpose, LBPC shall request FEBC to make the appropriate contribution commensurate with the agreed rate of regular contribution. If the matter is urgent and cannot await the contribution requested from FEBC, then LBPC shall be at liberty to proceed with such work upon giving FEBC not less than seven (7) days notice without prejudice to its rights in anyway whatsoever, including but not limited to making legal demand for subsequent payment and to commence legal proceedings for recovery of the same. In the event that costs are incurred for recovery of such contributions, FEBC shall fully indemnify LBPC in respect legal cost on a solicitor and client basis.

- 4.7 If and whenever FEBC's monetary contribution to MA, or any other moneys payable to LBPC shall be unpaid for fourteen (14) days despite notice of demand for the same, LBPC shall in addition to all its other rights, also be entitled to withhold or to cease the provision of the Allotted Premises or the electrical and water utilities to the Allotted Premises for use of FEBC.
- 4.8 Nothing in this agreement shall entitle FEBC to use the Property, or require LBPC to allow FEBC to use the Property in any manner that is in contravention of any law, regulations or directions from any relevant Authority. FEBC shall fully indemnify and hold harmless LBPC from any loss, damage, injury, liability or claims whatsoever and howsoever arising from FEBC's breach of any term of this agreement. .

Dated this \_\_\_\_\_ day of January 2012

Without Prejudice

Signed by \_\_\_\_\_ )  
and \_\_\_\_\_ )  
for and on behalf of LBPC )

Signed by \_\_\_\_\_ )  
and \_\_\_\_\_ )  
for and on behalf of LBPC )

Without PrejudiceSchedule 1**A. Space Alloted for FEBC's Use Under 1970 Agreement**

Description of Space		Floor Area (m <sup>2</sup> )	Remarks
<b>College Annex</b>			
A1	FEBC/Chinese Service Hall	60.57	1/3 of Hall
A2	Kitchen	31.26	
A3	FEBC Storeroom	19.34	
A4	Dormitories for Male Students	445.25	
<b>Church &amp; College Extension</b>			
<u>First Floor</u>			
A5	Two Lecture Rooms	85.16	
A6	Library (Share with Life Church)	21.32	½ of Library
A7	Church Office (share with Life Church)	30.04	
<u>Second Floor</u>			
A8	Dormitories for Female Students	285.79	
<b>Total Floor Area (A)</b>		<b>978.73</b>	

**B. Proposed Additional Space to be allocated under the 2011 Agreement**

Description of Space		Floor Area (m <sup>2</sup> )	Remarks
B1	Church Sanctuary	410.88	For Night lectures on Mondays and Thursdays from 6 to 10 pm and daily Chapel Services; Other special services by prior arrangement;
B2	Beulah House (Conserved Bldg)	567.63	Use between 9.00am-6.00pm
B3	FEBC/Chinese Service Hall	121.13	Balance of 2/3
B4	Library	21.32	Balance of half
B5	Church office at 9 Gilstead Road	30.04	Balance half
B6	Bookshop	94.74	
B7	Study Room (Dorms Near Stairs)	18.77	
B8	Mouse Hole	16.67	
B9	Enclosures (behind CSH)	-	For storage purpose (subject to approval by authorities)
B10	Awnings Extension (behind CSH)	-	For dining area (subject to approval by authorities)
<b>Total Floor Area ( B )</b>		<b>1,281.18 m<sup>2</sup></b>	Before B9 & B10

Without Prejudice

**C. Proposed Space To Be relinquished by FEBC**

Description of Space		Floor Area (m2)	Remarks
C1	Internet Room	13.65	Church Sanctuary to increase seating capacity
C2	FEBC Library/Office	11.23	
C3	Library 1	23.44	
C4	Library 2	14.72	
C5	Bell Tower 2 <sup>nd</sup> Storey	16.22	To be used for Church Library
<b>Total Floor Area ( C )</b>		<b>79.26</b>	

**Notes**

In this proposed allocation LBPC has carefully considered the requests of FEBC and believes the allocation to be sufficient to meet the reasonable needs of FEBC in light of its enrolment of full time and part time students and usage need of the space and facilities.

LBPC is willing to discuss and explain the rationale for this proposal if FEBC is willing to engage in discussion.

**THIS IS THE EXHIBIT  
MARKED "LBPC-2" REFERRED TO  
IN THE RESPONDENTS' PROPOSED  
TERMS OF REFERENCE**

**Without Prejudice**

**AGREEMENT** between **LIFE BIBLE-PRESBYTERIAN CHURCH** (“LBPC”) and **FAR EASTERN BIBLE COLLEGE** (“FEBC”) on the sharing of the use of No. 9 and 9A and 10 Gilstead Road, Singapore (“collectively the Property”)

**PREAMBLE**

**WHEREAS**

- A. LBPC and FEBC had signed a document dated 4 March 1970 which established the basis of their shared use of No 9 and 9A Gilstead Road (“the 1970 Agreement”) which is impressed with a Charitable Purpose Trust. A copy of the 1970 Agreement is attached hereto at Annex 1 for easy identification.
- B. Since then, No 10 Gilstead Road was purchased in 1989 to cater for an extension of the Charitable Purpose Trust.
- C. Differences arose between the Parties in 2003 which were submitted for resolution by the High Court of Singapore. By the Court of Appeal’s Grounds of Decision dated 26 April 2011, it was decided that FEBC is not one of the ministries of LBPC but is a separate and independent unincorporated association entitled to benefit from the Charitable Purpose Trust over the Property.
- D. The Court of Appeal has advised Parties to work out an arrangement more detailed than the 1970 Agreement for the continued sharing of the use of the Property.

**IT IS HEREBY AGREED AS FOLLOWS: -**

1. Save that this Agreement (“the 2011 Agreement”) recognizes and is in continuation of the nature and principles represented in the 1970 Agreement and the exercise of the Charitable Purpose Trust, the 2011 Agreement shall supersede the 1970 Agreement.
2. **STEWARDSHIP AND ALLOTMENT OF USE OF PROPERTY** 21  
  
LBPC shall continue to have sole stewardship of the Property and shall allot the usage of the Property for the proper functioning of FEBC. The

**Without Prejudice**

allotment of the Property for the proper functioning of FEBC shall be made with due consideration to LBPC and its other ministries and associated bodies.

- 2.2 LBPC shall allot to FEBC the parts of the Property described in sections A and B of Schedule 1 hereto ("the Allotted Premises") for FEBC's use as a Bible College in accordance with the Charitable Purpose Trust. FEBC shall absolutely relinquish the use of the parts of the Property described in section C of Schedule 1.
- 2.3 For the avoidance of doubt, FEBC may apply to LBPC to use the other parts of the Property which do not form part of the Allotted Premises and such application shall be subject to LBPC's own usage needs and any standing policies or terms and conditions LBPC has for usage of the same.

**3. TERMS OF USE**

- 3.1 FEBC shall use the Allotted Premises strictly as a Bible College in accordance with the Charitable Purpose Trust and in compliance with all laws, rules and regulations of relevant authorities. Save as aforesaid, FEBC shall have unrestricted use of the Allotted Premises for its own requirements during College term times from Monday to Friday of each calendar week and as set out in Schedule 1.
- 3.2 On every Saturday and Sunday of each calendar week and also whenever not required for use by FEBC, including during FEBC vacations, all parts of the Allotted Premises shall be placed under the charge of LBPC for its own or related purposes.
- 3.3 FEBC shall not sub-allot to or permit any other bodies to use the Allotted Premises at any time whether for profit or otherwise.

**Without Prejudice**

- 3.4 FEBC shall not place any fixtures or carry out any addition or alteration work on the Allotted Premises without LBPC's prior written consent. Any fixtures placed on the Allotted Premises, with or without LBPC's consent, shall be removed at FEBC's cost if required by LBPC, in particular when the Allotted Premises or part thereof are no longer allotted to FEBC or if required by the relevant Authorities.
- 3.5 LBPC as the sole steward of the Property shall have the power of final decision after having reasonably considered the views of FEBC in the overall management of the Property, including but not limited to decisions concerning estate management, security, general upkeep and maintenance and all incidental and necessary decisions for the optimal and harmonious shared use of the Property.
- 3.6 In the spirit of harmonious shared use of the Property under the Charitable Purpose Trust, neither FEBC nor LBPC shall in its respective teaching or writings or other publications, criticise or negatively comment on matters of the Christian faith and practices of each other and shall respect each other's teachings and/or conduct even if some of these are not in common with each other.

**4. MAINTENANCE AND UPKEEP OF THE ALLOTTED PREMISES**

- 4.1 FEBC shall be directly responsible for the immediate safety and security, day-to-day cleanliness and usage of electrical and water utilities of the Allotted Premises while under its charge and FEBC shall make a regular and equitable monetary contribution to LBPC towards the general upkeep and maintenance of the Allotted Premises as part of the Property.
- 4.2 In the event and whenever LBPC and FEBC are unable to agree on the scope, manner or necessity of general upkeep and maintenance and/or the quantification of the monetary contribution to be made by FEBC, a

professional and licensed Property Management Company shall be engaged by LBPC to assist in addressing and resolving the issues. This shall include but not limited to quantification of the amount of monetary contribution to be made by FEBC to ensure the proper and effective upkeep and maintenance of the Property including if necessary, any repairs, addition and alteration works to the Property, with due regard to the proportion and usage of the Allotted Premises. Both LBPC and FEBC shall abide by the recommendations and advice of such Property Management Company.

- 43 LBPC shall maintain and operate a separate and dedicated Maintenance Account (“MA”) for the direct and incidental expenses for the general upkeep and maintenance (operating and capital) of the Property. All contributions by FEBC and LBPC for the general upkeep and maintenance of the Property shall be paid into the MA and be properly kept and accounted for.
- 44 At any time, a minimum balance of \$100,000!- must be maintained under this MA. If there is any shortfall, LBPC and FEBC shall contribute their respective shares required to top up the MA to the minimum sum.
- 45 LBPC shall have sole custody and management of the MA. The funds of the MA shall be subject to an annual audit by a certified Public Accountant, a copy of which shall be given to FEBC.
- 4.6 In the event that necessary repairs and other works for the upkeep and maintenance of the Property are required, LBPC shall obtain appropriate quotations for expenditure above S\$10,000!- for the reasonable performance of such works and if the monies in the MA is insufficient for the purpose, LBPC shall request FEBC to make the appropriate contribution commensurate with the agreed rate of regular contribution. If the matter is urgent and cannot await the contribution requested from

**Without Prejudice**

FEBC, then LBPC shall be at liberty to proceed with such work upon

giving FEBC not less than seven (7) days notice without prejudice to its rights in anyway whatsoever, including but not limited to making legal demand for subsequent payment and to commence legal proceedings for recovery of the same. In the event that costs are incurred for recovery of such contributions, FEBC shall fully indemnify LBPC in respect legal cost on a solicitor and client basis.

4.7 If and whenever FEBC's monetary contribution to MA, or any other moneys payable to LBPC shall be unpaid for fourteen (14) days despite notice of demand for the same, LBPC shall in addition to all its other rights, also be entitled to withhold or to cease the provision of the Allotted Premises or the electrical and water utilities to the Allotted Premises for use of FEBC.

48 Nothing in this agreement shall entitle FEBC to use the Property, or require LBPC to allow FEBC to use the Property in any manner that is in contravention of any law, regulations or directions from any relevant Authority. FEBC shall fully indemnify and hold harmless LBPC from any loss, damage, injury, liability or claims whatsoever and howsoever arising from FEBC's breach of any term of this agreement..

Dated this \_\_\_\_\_ day of January 2012

Signed by \_\_\_\_\_ )  
and \_\_\_\_\_ )  
for and on behalf of LBPC )

Signed by \_\_\_\_\_ )  
and \_\_\_\_\_ )  
for and on behalf of LBPC )

Without PrejudiceSchedule 1**A. Space Allotted for FEBC's Use Under 1970 Agreement**

Description of Space		Floor Area (m <sup>2</sup> )	Remarks
<b>College Annex</b>			
A1	FEBC/Chinese Service Hall	60.57	1/3 of Hall
A2	Kitchen	31.26	
A3	FEBC Storeroom	19.34	
A4	Dormitories for Male Students	445.25	
<b>Church &amp; College Extension</b>			
First Floor			
A5	Two Lecture Rooms	85.16	
A6	Library (Share with Life Church)	21.32	1/2 of Library
A7	Church Office (share with Life Church)	30.04	
Second Floor			
A8	Dormitories for Female Students	285.79	
<b>Total Floor Area (A)</b>		<b>978.73</b>	

**B. Proposed Additional Space to be allocated under the 2011 Agreement**

Description of Space		Floor Area (m <sup>2</sup> )	Remarks
B1	Church Sanctuary	410.88	For Night lectures on Mondays and Thursdays from 6 to 10 pm and daily Chapel Services; Other special services by prior arrangement;
B2	Beulah House (Conserved Bldg)	567.63	Use between 9.00am-6.00pm
B3	FEBC/Chinese Service Hall	121.13	Balance of 2/3
B4	Library	21.32	Balance of half
B5	Church office at 9 Gilstead Road	30.04	Balance half
B6	Bookshop	94.74	
B7	Study Room (Dorms Near Stairs)	18.77	
B8	Mouse Hole	16.67	
<b>Total Floor Area (B)</b>		<b>1,281.18 m<sup>2</sup></b>	

Note:

Total Floor Area Allotted to FEBC (A+B) = 2,259.91 m<sup>2</sup>, representing 37.3% of the Gross Floor Area of Premises.

Without Prejudice

**C. Proposed Space To Be relinquished by FEBC**

Description of Space		Floor Area (m2)	Remarks
C1	Internet Room	13.65	Church Sanctuary to increase seating capacity
C2	FEBC Library/Office	11.23	
C3	Library 1	23.44	
C4	Library 2	14.72	
C5	Bell Tower 2 <sup>nd</sup> Storey	16.22	To be used for Church Library
<b>Total Floor Area ( C )</b>		<b>79.26</b>	

Notes

In this proposed allocation LBPC has carefully considered the requests of FEBC and believes the allocation to be sufficient to meet the reasonable needs of FEBC in light of its enrolment of full time and part time students and usage need of the space and facilities. (Table with breakdown of FEBC's past and current enrolment appended below).

FEBC Enrolment (source: Burning Bush)

Semester	Day Time			Total	BTFE Night	Online
	Full Time	Part Time				
Jul - Nov 2011	49	37		86	223	33
Jan - May 2011	52	54		106	235	35
Jul - Nov 2010	48	44		92	191	39
Jan - Apr 2010	56	59		115	276	
Jul - Nov 2009	53	45		98	206	
Jan - Apr 2009	56	40		96	182	
Jul - Nov 2008	63	36		99	177	
<b>Average</b>	<b>54</b>	<b>45</b>		<b>99</b>	<b>213</b>	
Jan - Apr 2008	NA	NA		96	300	
Jul - Nov 2007	NA	NA		128	268	
Jan - Apr 2007	NA	NA		119	266	
Jul - Nov 2006	NA	NA		117	187	
Jan - Apr 2006	NA	NA		110	203	
Jul - Nov 2005	NA	NA		114	221	
Jan - Apr 2005	NA	NA		113	277	
Jul - Nov 2004	NA	NA		114	318	
Jan - Apr 2004	NA	NA		128	NA	
Jul - Nov 2003	NA	NA		117	NA	
Jan - Apr 2003	NA	NA		110	250	
Jul - Nov 2002	NA	NA		122	200	
<b>Average</b>				<b>116</b>	<b>249</b>	

**AGREEMENT between the LIFE BIBLE-PRESBYTERIAN CHURCH and the FAR EASTERN BIBLE COLLEGE on the sharing of the use of the Church and College Property at 9A Gilstead Road, Singapore 11.**

**PREAMBLE**

WHEREAS in 1962/1963 the Life Bible-Presbyterian Church and the Far Eastern College started out together at Gilstead Road, with the College opened in September 1962 the premises of the College Annex and the new Church auditorium dedicated in February, 1963;

WHEREAS the College is very closely connected with the life Bible-Presbyterian Church not only because the original College Annex and the new Church-and-College Extension dedicated in April, 1969 were built partly for the purpose of the College and substantial sums were given by friends of the College with this understanding, but because the Church is the principal mover in the founding of the College;

WHEREAS on 14th July, 1967 the Board of Directors of the College decided that for administrative expediency, the Church which had to bear a major part of the capital needs of the College premises should become the sole steward for the College property; and

WHEREAS it is laid down in the Constitution of the College, Article V on particular relations with the Church, that the relationship between Church and College in such matters as sharing the use of buildings and maintenance of property etc., shall be regulated by an agreement made, in the spirit of exemplary brotherly love, co-operation and unity;

AGREEMENT is therefore made this 4th day of March 1970 between the Life Bible-Presbyterian Church (hereinafter referred to as "the Church") and the Far Eastern Bible College (hereafter referred to as "the College") on the sharing of the use of the Church and College property on the following principles:-

1. The apportionment of the premises for the proper functioning of the College shall be made with due consideration to the Church and its related bodies
2. The College shall have the full and free use of premises allotted for its own requirements
3. While the College shall have full and free use of the allotted premises, it shall however not have the power to sub-allot to any other bodies
4. The allotment of premises shall be reviewed from time to time as the need arises
5. The College shall make a regular and equitable monetary contribution towards the maintenance of the property

6. The College shall be responsible for the security and day-to-day maintenance of the premises allotted for its use while under its charge

7. During College vacations, all premises which are not required by the College for its use shall be placed under the charge of the Church;

### **SCHEDULE**

The following schedule shall be the premises allotted for the use of the College at the time Agreement is concluded, subject to review from time to time in accordance with principle (4) in the foregoing paragraph,

### **COLLEGE ANNEX**

- One-third of the Hall for College Dining Room (the Church Warden to be notified in advance if the whole Hall is needed for special function).
- Kitchen and storeroom (under the stairs).
- Dean's quarters and office.
- First Floor
- Dormitories for male students.

### **CHURCH AND COLLEGE EXTENSION**

#### First Floor

- Two Lecture Rooms.
- Library (sharing with Life Church).
- Office (sharing with Life Church).
- Storeroom.

#### Second Floor

- Dormitories for female students.

### **CHURCH AUDITORIUM**

For chapel service and special services.

Signed this 4th day of March, 1970.

Sd. (Elder) Tow Siang Hwa, (Chairman)

Sd. (Elder) Joshua Lim Heong Wee, representing Life Bible-Presbyterian Church  
Sd. (Elder) Seow Chong Pin, representing Life Bible-Presbyterian Church

Sd. (Rev.) Quek Kiok Chiang, representing Far Eastern Bible College  
Sd. (Deacon) Patrick Tan, representing Far Eastern Bible College