

| Option Agreement
JKP Pte. Ltd. – draft as at 7 February 2014 (CNP edit)

| **JKP PRIVATE LIMITED PTE. LTD.**

| and

| **CELESTINE MANAGEMENT PRIVATE LIMITED**

| **OPTION AGREEMENT**

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THIS OPTION AGREEMENT (*Option Agreement*) is made on _____

BETWEEN:

- (1) **JKP Pte. Ltd.** (Company Registration No. 200712530E), a company incorporated in Singapore with its registered office at 80, Tuas Avenue 1, Singapore 639525 (**Grantor**); and
- (2) **Celestine Management Private Limited** (Company Registration No. 201315290W), a company incorporated in Singapore with its registered office at 54, Jalan Pergam, Singapore 488330 (**Holder**).

WHEREAS:

- (A) The Grantor is the owner of the Property.
- (B) The Holder is desirous of sourcing for, and building a portfolio of properties which shall contain, inter alia, the Property, with the intention of transferring or causing such portfolio of properties to be owned by a REIT.
- (C) The Grantor is desirous and has agreed to grant to the Holder a Call Option, relating to the Property on the terms and subject to the conditions contained in this Option Agreement. In consideration of the same, the Holder has agreed to grant to the Grantor a Put Option, relating to the Property on the terms and subject to the conditions contained in this Option Agreement.
- (D) The Grantor is desirous of participating in the REIT, and in the event the Property is sold pursuant to the Call Option or Put Option, the Grantor shall be paid the Purchase Price, either in cash by the Purchaser, or in the form of Units, or a combination of both, as may be mutually agreed in writing between the Parties.
- (E) The Grantor has fully read and understood, and received independent legal advice on its rights and obligations under this Option Agreement, and the transaction contemplated hereunder. Without limiting the generality of the foregoing, the Grantor agrees and acknowledges that:
 - (i) the objective and purpose of the Holder in obtaining this Option Agreement is to facilitate the Holder in building a portfolio of properties with the intention of transferring or causing such portfolio of properties to be owned by a REIT, but such transfer and ownership to occur only subject to and contingent upon the admission of, and listing and quotation of the REIT on the SGX-ST;
 - (ii) taking into account, inter alia, the time required for the Holder to build up the portfolio of properties, including the Property, and the time required for the listing process and the obtaining of the relevant licences, the Grantor has agreed to the Option Exercise Period granted under this Option Agreement, which is longer than the usual option period granted for sale and purchase of properties under current market practice, and as the Grantor is desirous of participating in the REIT listing process by receiving, subject to mutual agreement in writing between the Grantor and the Purchaser, payment of all or part of the Purchase Price from the Purchaser in the form of Units, or in cash or a combination of both;

- (iii) there is no certainty that the REIT can be successfully listed after the Call Option and the Put Option are granted as the admission of, listing and quotation of the REIT on the SGX-ST is subject to, inter alia, the Holder being able to source for and build up a satisfactory portfolio of properties to be transferred to the REIT, the successful establishment of the REIT, satisfactory achievement of listing criteria for the listing of the REIT and conducive market conditions for the offering of Units ; and
- (iv) in the event the letter of eligibility to list the REIT is not obtained,

neither the Call Option nor the Put Option will be exercised, and the Grantor may suffer loss or damage as a result of the opportunity cost in extending this Option Agreement to the Holder, which loss or damage the Grantor hereby agrees the Holder shall not in any circumstances be held liable for.

IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 Words and expressions used in this Option Agreement shall have the meanings set out in Schedule 1 unless the context requires otherwise.
- 1.2 The Schedules form part of this Option Agreement.

2. FINANCING CONDITION AND OTHER CONDITIONS PRECEDENT

- 2.1 **Financing Condition:** Without prejudice to the other provisions of this Option Agreement, the rights of each Party to issue and serve on the other Party either the Call Option Notice or the Put Option Notice (where applicable) are conditional upon the Purchaser obtaining by the Target Date sufficient financing (*Financing Condition*) to undertake the acquisition of the Property (including but not limited to the successful subscription of Units and sufficient financing from the relevant banks) and the agreements for such financing have not been terminated and are unconditional in all respects.
- 2.2 **Information and Notification:** The Purchaser shall promptly notify the Grantor in writing upon satisfaction of the Financing Condition.
- 2.3 **SGX-ST Listing Requirements:** Without prejudice to the other provisions of this Option Agreement, the rights of each Party to issue and serve on the other Party either the Call Option Notice or the Put Option Notice (where applicable) are conditional upon the Purchaser obtaining by the Target Date the letter of eligibility to list the REIT on the SGX-ST.
- 2.4 **MAS Approval:** Without prejudice to the other provisions of this Option Agreement, the rights of each Party to issue and serve on the other Party either the Call Option Notice or the Put Option Notice (where applicable) are subject to MAS not raising any objections, whether verbally or in writing, in relation to the listing of the REIT on the SGX-ST.
- 2.5 **Purchaser's Financial Adviser's Opinion on SGX-ST Approval:** Without prejudice to the other provisions of this Option Agreement, the rights of the Grantor to issue and serve on the Purchaser the Put Option Notice are conditional

upon the Purchaser's financial adviser for purposes of the listing of the REIT being of the opinion that the acquisition of the Property as part of the portfolio of properties to be owned by the REIT will be approved by SGX-ST.

3. CALL AND PUT OPTIONS

- 3.1 **Call and Put Options:** In accordance with Clause 3.2, conditional upon the obtaining of the Relevant Conditions by the Target Date and subject to the terms of this Option Agreement and the necessary Grantor's shareholders' approval, the Grantor hereby grants to the Holder the Call Option and the Holder hereby grants to the Grantor the Put Option which, if exercised by the Purchaser or Grantor respectively in accordance with the terms of this Option Agreement, shall require the Grantor, to enter into the Purchase Agreement with the Purchaser for the sale of the Property to the Purchaser at the Purchase Price on the terms and conditions of the Purchase Agreement, and a Lease Agreement for the lease of the Property by the Purchaser to the Grantor on the terms and conditions of the Lease Agreement.
- 3.2 **Call Option Fee and Put Option Fee:** On execution of this Option Agreement, the Holder shall pay the Grantor a Call Option Fee of S\$1.00 as consideration for the Call Option issued by the Grantor and the Grantor shall pay the Holder a Put Option Fee of S\$1.00 as consideration for the Put Option issued by the Holder. The sufficiency of the consideration given by the Holder to the Grantor for the Call Option and given by the Grantor to the Holder for the Put Option is hereby irrevocably acknowledged by the Grantor and the Holder and both the Grantor and the Holder respectively agree and undertake never to challenge the same.
- 3.3 The Grantor hereby acknowledges and agrees that the Holder shall be entitled at any time before the exercise of the Call Option, for so long as this Option Agreement has not been terminated in accordance with Clause 9, and before the expiry of the Option Exercise Period, without the consent of the Grantor, by way of assignment, novation or otherwise, assign or transfer this Call Option (or any interest therein) to the intended trustee of the REIT, to facilitate the public listing process of the REIT on the SGX-ST.
- 3.4 Purchase Price: The purchase price of the Property shall be S\$66,761,600~~58,000,000.00~~, subject to the total strata lot area of the Property being 2,480 square metres. The Purchase Price shall be paid as follows: S\$46,761,600~~48,000,000.00~~ shall be paid in cash by way of cashier's order and the remaining sum of S\$2010,000,000.00 shall be paid in the form of Units (which number of Units shall be based on the Unit Price).

4. OPTION NOTICE

4.1 Call Option Notice:

- (a) The Purchaser shall be entitled to exercise the Call Option by delivering to the Grantor the duly signed and dated Call Option Notice prior to the expiry of the Option Exercise Period. On the exercise of the Call Option, the Purchaser shall pay the Grantor S\$1.00 and the sufficiency of the consideration given by the Purchaser to the Grantor for the Purchase Agreement is hereby irrevocably acknowledged by the Grantor and the Grantor agrees and undertakes never to challenge the same.

- (b) The Call Option Notice may not be served on the Grantor except:
- (i) during the Option Exercise Period; and
 - (ii) unless the Relevant Conditions have been fulfilled or where applicable, waived in writing by the Purchaser or the Grantor (as the case may be) by the Target Date.
- (c) The Grantor hereby irrevocably undertakes and agrees that, upon service of the duly signed and dated Call Option Notice in accordance with the terms of this Option Agreement, it shall be bound to enter into the Purchase Agreement with the Purchaser for the sale of the Property to the Purchaser at the Purchase Price on the terms and conditions of the Purchase Agreement, and subject to the completion of the purchase of the Property, the Lease Agreement for the lease of the Property from the Purchaser on the terms and conditions of the Lease Agreement and that it shall on Completion deliver the duly executed Purchase Agreement and Lease Agreement to the Purchaser.
- (d) The Grantor shall within one (1) Business Day after the receipt of the Call Option Notice from the Purchaser notify the Purchaser the securities account opened by the Grantor (or by a person nominated by the Grantor) (*Nominee*) with The Central Depository (Pte) Limited (or to a sub-account opened by the Grantor or as the case may be by the Nominee with its depository agent (as defined under the Companies Act (Cap.50))) for purposes of crediting the Units (if applicable).
- 4.2 Put Option Notice:**
- (a) The Grantor shall be entitled to exercise the Put Option by delivering to the Purchaser the duly signed and dated Put Option Notice prior to the expiry of the Option Exercise Period. The Purchaser shall no later than three (3) days after the exercise of the Put Option pay the Grantor S\$1.00 and the sufficiency of the consideration given by the Purchaser to the Grantor for the Purchase Agreement is hereby irrevocably acknowledged by the Grantor and Grantor agrees and undertakes never to challenge the same.
- (b) The Put Option Notice may not be served on the Purchaser except:
- (i) during the Option Exercise Period; and
 - (ii) unless the Relevant Conditions have been fulfilled or where applicable, waived in writing by the Purchaser or the Grantor (as the case may be) by the Target Date.
- (c) The Purchaser hereby irrevocably undertakes and agrees that, upon service of the duly signed and dated Put Option Notice in accordance with the terms of this Option Agreement, the Purchaser shall be bound to enter into the Purchase Agreement with the Grantor for the purchase of the Property from the Grantor at the Purchase Price on the terms and conditions of the Purchase Agreement, and subject to the completion of the purchase of the Property, the Lease Agreement for the lease of the Property to the Grantor on the terms and conditions of the Lease Agreement and that it shall on Completion deliver the duly executed Purchase Agreement and Lease Agreement to the Grantor.

(d) The Grantor shall within one (1) Business Day after the service of the Put Option Notice to the Purchaser notify the Purchaser the securities account opened by the Grantor (or by the Nominee) with The Central Depository (Pte) Limited (or to a sub-account opened by the Grantor or as the case may be by the Nominee with its depository agent (as defined under the Companies Act (Cap.50))) for purposes of crediting the Units (if applicable).

4.3 The Parties agree that upon the exercise of the Call Option or the Put Option as the case may be, the Purchase Agreement will be entered into and dated the same date as the date of exercise of the Call Option or the Put Option as the case may be.

4.4 For the avoidance of any doubt, the Parties agree that in the event that the payment of the sum of S\$1.00 pursuant to Clause 4.1(a) or Clause 4.2(a) ("Option Exercise Amount") is not received by the Grantor, the Grantor shall be entitled to affirm the contract and proceed in accordance with the terms covenants and conditions in this Option Agreement and the Option Exercise Amount shall remain a debt due and payable by the Purchaser to the Grantor.

5. DAMAGE

5.1 If, after the date of this Option Agreement and prior to the exercise of the Call Option, the Property is damaged, but that damage does not amount to Material Damage, then subject to the terms of this Option Agreement, the Purchaser shall exercise the Call Option, and the Grantor must at no cost to the Purchaser repair that damage prior to Completion Date or if that is not possible, as soon as practical after the Completion Date and Clause 5.2 shall apply.

5.2 **Access:** The Grantor shall carry out the repair work to the damage referred to in Clause 5.1 (*Works*) in a proper and workmanlike manner to reinstate the damaged premises to the state it was before the event of damage; and cause as little interruption to the operation of the rest of the premises within the Property as is reasonable in the circumstances.

For the purposes of this Clause 5, **Material Damage** means damage to the Property such that any part of it is unfit for use or occupation or rendered unsafe or inaccessible or cannot lawfully be used, and which in the reasonable opinion of REIT's Appointed Valuers, reduces the valuation of the fair market value of the Property as at the date of this Option Agreement by five per cent (5%) or more.

5A. LEGAL REQUISITIONS/COMPULSORY ACQUISITION

5A.1 Without prejudice to the other provisions of this Option Agreement, the rights of each Party to issue and serve on the other Party either the Call Option Notice or the Put Option Notice (where applicable) are conditional upon and subject to the Holder's solicitors receiving satisfactory replies to all legal requisitions to the various government departments and local authorities and to all plans (including, but not limited to, road backlane and drainage plans) so far as such replies and/or plans relate to the Property Provided always that:-

(a) replies to legal requisitions or plans shall be deemed satisfactory unless the VendorGrantor refuses or is not able or is unwilling to adhere to or comply with or rectify the same by Completion;

- (b) any road line, drainage reserve, proposal or scheme which affects the Property or the building line of the Property which materially affects the fair market value of the Property shall be deemed unsatisfactory.

5A.2 Without prejudice to the other provision of this Option Agreement, unless waived in writing by the Holder, the rights of each Party to issue and serve on the other Party either the Call Option Notice or the Put Option Notice (where applicable) are conditional upon and subject to the fair market value of the Property not being materially affected due to any regulations, notices or announcements issued by the government or other competent authority (including but not limited to notice of acquisition or intended acquisition of the Property).

For the purposes of Clauses 5A.1(b) and 5A.2, “materially affects” or “materially affected” shall mean the reduction of the fair market value of the Property by five per cent (5%) or more as reasonably determined by the REIT’s Appointed Valuers.

6. GRANTOR’S UNDERTAKINGS AND WARRANTIES

6.1 Undertakings:

- (a) The Grantor shall:

- (i) not create any new mortgage, charge or other encumbrance over the Property or increase its current lines of credit under any existing mortgage, charge or other encumbrance over the Property without the prior written consent of the Purchaser (which shall not be unreasonably withheld);
- (ii) not sell or transfer the Property or grant any other option relating to the Property inconsistent with this Option Agreement;
- (iii) subject to Clause 6.2, not enter into any new tenancy, lease, licence or occupation agreements in respect of the Property or any part thereof;
- (iv) not unless required by law, do anything which prejudices or is likely to prejudice the rights of the Purchaser under this Option Agreement;
- (v) maintain the Property in a tenantable state of repair, allowing for fair wear and tear;
- (vi) comply with all applicable laws, its obligations under all building, maintenance and other contracts to which it is a party in relation to the Property and with the requirements and orders of any governmental agency or any contracting party where non-compliance or non-observance with those requirements or orders would impose some encumbrance or other liability or restriction on the Property;
- (vii) at its own cost and expense, obtain all necessary approvals required by the government and regulatory bodies for the sale of the Property and all transactions arising out of and relating to the same;
- (viii) (where applicable) at its own cost and expense, procure its shareholders’ approval for the sale of the Property prior to Completion and all transactions arising out of and relating to the same; and

- (ix) maintain any existing ~~insurances~~insurance policies on the Property and not do anything or permit anything to be done which would render such existing insurance policies to be, or become invalid, void or voidable.
- (b) ~~The~~Upon receiving reasonable prior notice from the Purchaser, the Grantor shall allow the Purchaser's accountants to have reasonable access to the Grantor's (i) Profit & Loss Statement (for the preceding three (3) years from the date of this Option Agreement); (ii) Balance Sheet (for the preceding three (3) years from the date of this Option Agreement); and (iii) relevant records relating to the Property which SGX-ST may request for and the Grantor shall make available all relevant documents and information that the Purchaser may reasonably require to facilitate the carrying out of financial due diligence on the Property and on the Grantor, at any time after the signing of this Option Agreement, and until the exercise of the Call Option or the Put Option (as the case may be).
- (c) ~~The~~Upon receiving reasonable prior notice from the Purchaser, the Grantor shall allow the Purchaser's professional advisers and consultants all reasonable access to the Property, and make available all relevant documents and information that the Purchaser may reasonably require to facilitate the carrying out of any legal and technical due diligence on the Property, where available, at any time after the signing of this Option Agreement, and until the exercise of the Call Option or the Put Option (as the case may be).

6.2 The Grantor may with the Purchaser's prior written consent (which shall not be unreasonably withheld) sublet the Property or any part or parts thereof subject to the necessary approval(s) from the relevant authorities being obtained, where applicable. Upon such subletting, the Grantor shall forthwith provide the Purchaser with copies of any tenancy and/or licence agreements in relation to the Property entered into after the date of this Option Agreement.

Provided always that the Purchaser's prior written consent shall not be required in respect of (i) any tenancy and/or licence which is a renewal of an existing tenancy and/or licence entered into by the Grantor prior to this Option Agreement and the renewal term of tenancy and/or licence does not extend beyond the Target Date or Completion Date, whichever the earlier; or (ii) any tenancy and/or licence entered into by the Grantor which does not extend beyond the Target Date or Completion Date, whichever the earlier.

- 6.3 **Warranties:** The Grantor hereby warrants to the Holder (with the intent that the provisions of this Clause 6.26.3 shall continue to have full force and effect notwithstanding Completion) that:
- (a) it has the power to enter into, exercise its rights and perform and comply with its obligations (where applicable) under this Option Agreement, the Purchase Agreement the Lease Agreement, and all transactions arising out of and relating to the same;
- (b) all actions, conditions and things required to be taken, fulfilled and done (including without limitation the obtaining of any necessary consents or licences or the making of any filing or registration) in order to (i) enable it lawfully to enter into, exercise its rights and perform and comply with its obligations (where applicable) under this Option Agreement, the Purchase Agreement, the Lease Agreement and

} similar to 3.6
of SLP Agreement
↳ will conflict with
lease Agreement?
↳ policies
for SGX
↳ restrictions
the date
of nature
before listing
occurs.

all transactions arising out of and relating to the same; and (ii) ensure that those obligations are legally binding and enforceable and have been taken, fulfilled and done; and

- (c) its entry into, exercise of its rights and/or performance of or compliance with its obligations (where applicable) under this Option Agreement, Purchase Agreement and Lease Agreement do not and will not violate, or exceed any power or restriction granted or imposed by (i) any law, regulation, authorisation, directive or order (whether or not having the force of law) to which it is subject; (ii) the memorandum and articles and constitutive documents of it; or (iii) any agreement to which it is a party or which is binding on it.

7. NOTIFICATION TO THE PURCHASER

Notwithstanding that the Purchase Agreement is not operative as at the date of this Option Agreement, if during the period commencing from the date of this Option Agreement and ending on the earlier of (i) the date of the expiry of the Option Exercise Period and (ii) Completion Date, any event shall occur or any matter arises in relation to the Property which results or is likely to result in any of the warranties set out in Schedule 2 to the Purchase Agreement being unfulfilled, untrue or incorrect in any respect, the Grantor shall as soon as it is aware of the same notify the Purchaser in writing fully thereof.

8. CONFIDENTIALITY

- 8.1 Each Party undertakes to keep confidential and shall not disclose to any person (except to its professional advisers, valuers, bankers, and in the case of the Purchaser to the manager, financiers and other professional advisers in the public listing of the REIT) the existence of this Option Agreement or any information relating to the terms of or the transactions contemplated by this Option Agreement, unless or to the extent required by any applicable law or regulation or listing rules of SGX-ST, without the prior written agreement of the other Party, such agreement not to be unreasonably withheld or delayed.
- 8.2 If disclosure or public announcement of confidential information is required by applicable legal and regulatory requirements or the listing rules of SGX-ST, as determined by the Party affected by such applicable legal and regulatory requirements or the listing rules of SGX-ST, the Party affected will as soon as practicable provide the other Party with such disclosure or public announcement.
- 8.3 This Clause 8 shall survive the termination of this Option Agreement.

9. TERMINATION OF OPTION AGREEMENT

Unless otherwise agreed by the Parties in writing, in the event that any of the Relevant Conditions is not fulfilled (unless expressly waived) by the Target Date or the Call Option or Put Option is not exercised prior to the expiry of the Option Exercise Period, this Option Agreement shall *ipso facto* cease and determine and in the event of such termination, each Party shall bear its own solicitor's costs and neither Party shall have any further rights, obligations and liabilities under this Option Agreement (including any claim against the other for costs, damages, compensation or otherwise).

For the avoidance of doubt and regardless of any other provisions in this Option

Agreement, if the proposed REIT is not listed for any reason whatsoever and the Grantor suffers loss or damage as a result of the opportunity cost or otherwise in granting this Option Agreement to the Holder, the Grantor hereby agrees that the Holder shall not in any circumstances be held liable for such loss or damage.

10. MISCELLANEOUS

- 10.1 **Limitation of Liability:** Notwithstanding any contrary provision in this Option Agreement, it is hereby agreed and acknowledged that the Holder is entering into this Option Agreement to facilitate the public listing of the REIT and not in its personal capacity. As such, any liability of or indemnity given or to be given by it shall be limited to the assets of the REIT over which the Holder has recourse.
- 10.2 **Release:** Any liability to either Party under this Option Agreement may in whole or in part be released, compounded or compromised, or time or indulgence given, by the other Party in its absolute discretion without in any way prejudicing or affecting its other rights against the other Party.
- 10.3 **No Implied Waivers:** No failure to exercise, nor any delay in exercising, on the part of either Party, any right or remedy under this Option Agreement shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy.
- 10.4 **Successors and Assigns:** This Option Agreement shall be binding on and shall enure for the benefit of the Parties and their respective successors and permitted assigns. Any reference in this Option Agreement to either Party shall be construed accordingly. Subject to Clause 3.3, each Party may only assign and/or transfer its rights, benefits and obligations under this Option Agreement to another with the prior written consent of the other Party.
- 10.5 **Time of Essence:** Time shall be of the essence in this Option Agreement, both as regards any time, date or period originally fixed or any time, date or period which may be extended by agreement in writing between the Parties.
- 10.6 **Costs and Expenses:** Unless otherwise agreed, each Party shall bear its own legal, professional and other costs and expenses incurred by it in connection with the negotiation, preparation and execution of this Option Agreement.
- 10.7 **Further Assurance:** Each Party undertakes with the other Party that it will endeavour to act in good faith and in an expeditious manner to execute such documents and do such acts and things as the other Party may reasonably require for the purpose of giving to the other Party the full benefit of the provisions of this Option Agreement.
- 10.8 **Notices:**
 - (a) All notices, demands or other communications required or permitted to be given or made under this Option Agreement shall be in writing and delivered personally or sent by local courier or by fax addressed to the intended recipient thereof at its

address or fax number, and marked for the attention of such person (if any), designated by it for the purposes of this Option Agreement. The initial address, fax number and person (if any) so designated by the Parties are set out below:

The Grantor

Address: 80, Tuas Avenue 1, Singapore 639525
Tel No: 65587757
Fax No: 65587956
Attn: Mr. Johnny Aw

The Holder

Address: 54 Jalan Pergam Singapore 488330
Tel No: 90707275
Fax No: 62581818
Attn: Mr. Chan Wang Kin

- (b) Any such notice, demand or communication shall be deemed to have been duly served (if given or made by fax) immediately and in proving the same it shall be sufficient to show the electronic confirmation of fax receipt or (if given or made by letter) immediately if hand delivered or one (1) Business Day after sending by local courier and in proving the same it shall be sufficient to show the receipt from the local courier showing that package was duly addressed and the date on which it was sent.
- 10.9 **Severability:** If a court of competent jurisdiction holds any provision of this Option Agreement to be invalid, illegal or unenforceable (whether in whole or in part), such provision shall be deemed modified or not to form part of this Option Agreement to the extent but only to the extent, of such invalidity, illegality or unenforceability and the remaining provisions of this Option Agreement shall not be affected thereby.
- 10.10 **Entire Agreement:** This Option Agreement and any other documents delivered pursuant to this Option Agreement shall (a) contain the entire agreement of the Parties with respect to the subject matter of this Option Agreement and (b) supersede all prior agreements, arrangements, understanding, promises, covenants, representations and communications between the Parties, whether written or oral, with respect to the subject matter of this Option Agreement, including the Commitment Agreement dated 4 November 2013
- 10.11 **Governing Law:** This Option Agreement shall be governed by, and construed in accordance with the laws of Singapore and the Parties hereto agree to submit to the exclusive jurisdiction of the Singapore courts.

11. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT, CAP. 53B

A person who is not a party to this Option Agreement has no right under the Contracts (Rights of Third Parties) Act, Cap. 53B to enforce or enjoy the benefit of any term of this Option Agreement.

12. COUNTERPARTS

This Option Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any Party may enter into this Option Agreement by signing any such counterpart.

SCHEDULE 1

Interpretation

1.1 Definitions: In this Option Agreement and the Schedules, unless there is something in the subject or context inconsistent:

Business Day means a day (other than Saturdays, Sundays or gazetted public holidays) on which commercial banks are open for business in Singapore;

Call Option means the call option granted pursuant to Clause 3.1;

Call Option Fee means the consideration for the Call Option paid by the Holder to the Grantor pursuant to Clause 3.2;

Call Option Notice means the notice in the form set out in Schedule 2;

Completion has the meaning ascribed to it in Schedule 1 of the Purchase Agreement;

Completion Date has the meaning ascribed to it in Schedule 1 of the Purchase Agreement;

Financing Condition means the financing condition referred to in Clause 2.1;

Lease Agreement means the Lease Agreement in the form set out in Schedule 3 of the Purchase Agreement;

MAS means the Monetary Authority of Singapore;

Material Damage shall have the meaning ascribed to it in Clause 5;

Option Exercise Amount shall have the meaning ascribed to it in Clause 4.4;

Option Exercise Period means the period of five (5) days commencing after the date of the fulfilment of the last of the Relevant Condition (which has not been waived under this Option Agreement) but shall in any event not extend beyond the Target Date;

Parties means the Grantor and the Holder and their respective successors and permitted assignees, and **Party** refers to either of them;

Property means the premises known as #B1-01 & #B1-02 of 511 Guillemand Road, Grandlink Square, Singapore 399849, with a freehold title and with a total strata lot area of 2,480 square metres (as stated in the title), comprised in Government Resurvey Lots U17289W and U17288M (together with Accessory Lots A11L, A12C and A13M) of Mukim 25 held by the Grantor;

Purchase Agreement means the sale and purchase agreement for the Property, in the form and on the terms set out in Schedule 4;

Purchase Price means the purchase price of the Property referred to in Clause 3.4;

Purchaser means the holder of the Call Option and includes the Holder, or such party the Holder shall subsequently assign, novate and/or transfer this Option Agreement (or any interest therein), pursuant to Clause 3.3;

Put Option means the put option granted pursuant to Clause 3.1;

Put Option Fee means the consideration for the Put Option paid by the Grantor to the Holder pursuant to Clause 3.2;

Put Option Notice means the notice in the form set out in Schedule 3;

Relevant Conditions means the conditions referred to in Clause 2;

REIT means Celestine Lifestyle Retail REIT, the proposed real estate investment trust, established or to be established in Singapore in accordance with all applicable laws and regulations, including without limitations, the Securities and Futures Act (Cap. 289), to own and hold a portfolio of properties comprising, among others, the Property, and which the Holder intend to be listed on the SGX-ST as a real estate investment trust in accordance with the applicable listing rules;

REIT's Appointed Valuers means any of Suntec Real Estate Consultants Pte. Ltd., CBRE Pte. Ltd., Jones Lang Lasalle Property Consultants Pte Ltd, DTZ Debenham Tie Leung (SEA) Pte Ltd, Knight Frank Pte Ltd, or Colliers International (Singapore) Pte Ltd or such valuer(s) as the Purchaser shall appoint;

SGX-ST means Singapore Exchange Securities Trading Limited;

SS means the lawful currency of the Republic of Singapore;

Target Date means 31 July 29 August 2014 or such later date as the Parties may mutually agree in writing;

Unit Price means the lowest unit price of any issue of the Units on the date which the Units are listed and traded on SGX-ST; and

Units means the units of the REIT, representing the undivided interests in the REIT, which will be offered for subscription to investors, including members of the public in Singapore, in connection with the admission of, and listing of the REIT on the SGX-ST as a real estate investment trust in accordance with the applicable listing rules.

1.2 Unless there is something in the subject or context inconsistent, any reference to a statutory provision shall include such provision and any regulations made pursuant to such statutory provision as from time to time modified or re-enacted, whether before or after the date of this Option Agreement, so far as such modification or re-enactment applies.

1.3 The headings in this Option Agreement are inserted for convenience only and shall be ignored in construing this Option Agreement. Unless the context otherwise requires, words (including words defined in this Option Agreement) denoting the singular number only shall include the plural and vice versa. References to **Clauses**, **Recitals** and **Schedules** are to be construed as references to, clauses, recitals of, and schedules to, this Option Agreement. References to any person(s) shall include bodies corporate, unincorporated associations, partnerships and individuals.

SCHEDULE 2

Call Option Notice

To: **JKP Pte. Ltd.**

From: [■]

We refer to the Option Agreement (*Option Agreement*) dated [■] made between **JKP Pte. Ltd.** and **Celestine Management Private Limited**. Terms defined in the Option Agreement have the same meanings in the Call Option Notice.

We hereby give you notice that

- (a) we accept your offer to sell the Property at the Purchase Price and enclose our payment of S\$1.00 in accordance with Clause 4.1(a) of the Option Agreement and require you, on the date of service of this Call Option Notice, to enter into the Purchase Agreement with ourselves for the sale of the Property to us as trustee of the REIT on the terms and conditions of the Purchase Agreement, and the Lease Agreement with ourselves for the lease of the Property to you on the terms and conditions of the Lease Agreement;
- (b) we, as trustee of REIT, undertake to enter into the Purchase Agreement with yourselves for the purchase of the Property at the Purchase Price on the terms and conditions of the Purchase Agreement and the Lease Agreement with yourselves for the lease of the Property to you on the terms and conditions of the Lease Agreement; and
- (c) the Completion Date shall be scheduled on [■] in accordance with the terms of the Purchase Agreement.

Dated [■]

Yours faithfully,
for and on behalf of
[■]
as trustee of REIT
by [■]

Name: [■]
Title: [■]

SCHEDULE 3

Put Option Notice

To: [■]

From: **JKP Pte. Ltd.**

We refer to the Option Agreement (*Option Agreement*) dated [■] made between **JKP Pte. Ltd.** and **Celestine Management Private Limited**. Terms defined in the Option Agreement have the same meanings in the Put Option Notice.

We hereby give you notice that

- (a) in accordance with Clause 4.2(a) of the Option Agreement, we accept your offer to purchase the Property at the Purchase Price and require you, as trustee of REIT, on the date of service of this Put Option Notice, to enter into the Purchase Agreement with ourselves for the purchase of the Property from us as owner of the Property on the terms and conditions of the Purchase Agreement, and the Lease Agreement with ourselves for the lease of the Property from you on the terms and conditions of the Lease Agreement;
- (b) we undertake to enter into the Purchase Agreement with yourselves for the sale of the Property at the Purchase Price on the terms and conditions of the Purchase Agreement and the Lease Agreement with yourselves for the lease of the Property from you on the terms and conditions of the Lease Agreement; and
- (c) the Completion Date shall be scheduled on [■] in accordance with the terms of the Purchase Agreement.

Please pay us S\$1.00 no later than three (3) days after the date hereof in accordance with Clause 4.2(a) of the Option Agreement.

Dated [■]

Yours faithfully,
for and on behalf of
[■]
JKP Pte. Ltd.

Name: [■]
Title: [■]

SCHEDULE 4

Purchase Agreement

| Option Agreement
| JKP Pte. Ltd. – draft as at 21-January 7 February 2014 (CNP edit)

IN WITNESS WHEREOF this Option Agreement has been signed on behalf of the Parties on the date stated at the beginning of the document.

SIGNED by)
)
)

Designation:)
for and on behalf of)
JKP Pte. Ltd.)
in the presence of:)

Witness' signature
Name:
Address:
Occupation:

SIGNED by)
)
)

Designation:)
for and on behalf of)
Celestine Management Private Limited)
in the presence of:)

Witness' signature
Name:
Address:
Occupation: