

- * Which properties involved?
- * NTUC will allow or not?

* Time difference b/w pre-agreement, leaseback agreement & S&P agreement.
within 8 months

2013

* When is the payment of security deposit? → is it directly deducted from 66.5 million.
Gd-ll-checked.

stayed to CFM → normally → All 1st → pay 66 mil → then issue deposit.
→ longer.

* Is it 1 month advance rate?

□

YES.

* Payment structure after listing? How long before payment? And

TO BE ADVISE PRIVATE LIMITED

* Reconfirm

* When will be the listing?

MAR → JUN 2014.

AGREEMENT

* GST involved?

YES * Clock 2nd time.

* When is the commitment period?

* If S & P signed, & sales complete, transfer of ownership → where's the security that 66 million will come in?

→ when does transfer of ownership happen?
↳ only upon successful listing

* stamp duty payable?

→ for leaseback

THIS AGREEMENT is made on _____

BETWEEN:

- ~~Agreement between JKP Pte Ltd and To be advice PRIVATE LIMITED~~
- (1) JKP Pte Ltd, a company incorporated in Singapore with its registered office at 80 Tias Ave 1 Singapore 639 525 (**Owner**); and
- (2) **To be advice PRIVATE LIMITED** (Registration no. : _____), a company incorporated in Singapore with its registered office at _____, Singapore _____ (**CM**),

each a **Party**, and collectively the **Parties**.

WHEREAS:

- (A) The Owner is the owner of the Property.
- (B) CM is desirous of sourcing for, and building a portfolio of industrial and/or other commercial properties which shall contain, inter alia, the Property, with the intention of transferring or causing such portfolio of properties to be owned by a real estate investment trust or similar trust arrangement (**REIT**), and further procuring the admission of, listing and quotation of such REIT on the SGX-ST.
- (C) The Owner is desirous of and has agreed to, at such time either before or immediately upon the expiry of the Commitment Period, subject to CM fulfilling the Condition, use best endeavours and good faith to negotiate with CM to grant to CM or its nominee an option in relation to the Property on the terms of an option agreement to be entered into between the Owner and CM (**Option**) or its nominee, which shall require the Owner to enter into a purchase agreement with CM or its nominee for the sale of the Property to CM or its nominee on the date of exercise of the Option by CM or its nominee.
- (D) The Owner hereby agrees to enter into this Agreement with CM, to govern the respective rights and obligations of the Parties during the time period before the expiry of the Commitment Period, or prior to the grant of the Option, whichever comes earlier.

IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

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

2. COMMITMENT

- 2.1 The Owner hereby agrees that he will not, at any time during the Commitment Period:
- (a) solicit proposals or offers from any other person and/or party in relation to any Disposals or REIT-related Transactions;

[Type text]

- (b) negotiate or discuss, or continue to negotiate or discuss with any person and/or party other than CM in relation to any Disposals or REIT-related Transactions; and
- (c) enter into any agreement with any other person and/or party other than CM with respect to any Disposals or REIT-related Transactions.

2.2 The Owner hereby undertakes to promptly inform CM of:

- (a) any proposals received by the Owner to enter into or take any other action in relation to any Disposals or REIT-related Transactions (*Proposal*);
- (b) any indications that any person and/or party is potentially interested in a Proposal; and
- (c) the initiation and status of discussions and negotiations relating to a Proposal.

3. CONFIDENTIALITY

3.1 The Owner undertakes to keep confidential and shall not disclose to any person, without the prior written agreement of CM, the existence of this Agreement or any information provided by CM in connection with or relating to the terms of or the transactions contemplated by this Agreement, unless or to the extent required by any applicable law or regulation or listing rules of SGX-ST.

3.2 If disclosure or public announcement of confidential information by the Owner is required by applicable legal and regulatory requirements or the listing rules of SGX-ST, the Owner shall as soon as practicable provide CM with all information and details pertaining to such disclosure or public announcement.

3.3 This Clause 3 shall survive the termination of this Agreement.

4. NEGOTIATIONS FOR OPTION

4.1 Subject to CM fulfilling the Condition, the Owner hereby agrees to, at such time either before or immediately upon the expiry of the Commitment Period, use best endeavours and good faith to negotiate with CM consistent with the principles set out in Schedule 2 for the granting to CM or its nominee an Option which shall require the Owner or its nominee to enter into a purchase agreement with CM or its nominee for the sale of the Property to CM or its nominee on the date of exercise of the Option by CM or its nominee.

4.2 The Parties agree that if the listing of the REIT on the SGX-ST does not take place, CM shall not be liable to the Owner for the non-completion of the acquisition of the Property by the REIT.

5. MISCELLANEOUS

5.1 Any liability to either Party under this 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 that Party.

5.2 No failure to exercise, nor any delay in exercising, on the part of either Party, any right or remedy under this 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.

5.3 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 Agreement.

5.4 Each Party undertakes with the other Party that it will execute such documents and do such acts and things as that other Party may reasonably require for the purpose of giving to the other Party the full benefit of the provisions of this Agreement.

5.5 If a court of competent jurisdiction holds any provision of this 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 Agreement to the extent but only to the extent, of such invalidity, illegality or unenforceability and the remaining provisions of this Agreement shall not be affected thereby.

5.6 This Agreement and any other documents delivered pursuant to this Agreement (a) contain the entire agreement of the Parties with respect to the subject matter of this 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 the Agreement.

6. COMMUNICATIONS

6.1 All notices, demands or other communications required or permitted to be given or made under this 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 Agreement. The initial address, fax number and person (if any) so designated by the Parties are set out below:

The Owner

Address: 80 Tins Ave 1.

Tel No: 65589757 / 91078017

Fax No: 6558 7956

Attn: Mr Johany Aw.

[Type text]

CM

Address:

Tel No:

Fax No.

Attn:

6.2 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 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.

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

A person who is not a Party to this 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 Agreement.

8. GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the laws of Singapore and the Parties hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Singapore.

SCHEDULE 1

INTERPRETATION

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

Condition means the showing of evidence by CM to the Owner that CM has formed, or on the basis of written commitments or exclusivity arrangements from the respective owners of such properties will be able to form, a portfolio of industrial and/or commercial properties (which may include the Property) of a total value of not less than [S\$[■],000,000] by [■], or such other date as the Parties may mutually agree to in writing;

Disposal means any disposal or sale of the Property or any part thereof;

Commitment Period means the period from the date of this Agreement up to and including [Date], or such other date as the Parties may mutually agree to in writing;

Property means the land and building listed in Schedule 2.

REIT-related Transaction means any transaction involving wholly or in part, directly or indirectly, the inclusion or injection of the Property into a REIT, whether by means of a Disposal or otherwise;

SGX-ST means Singapore Exchange Securities Trading Limited;

S\$ means the lawful currency of the Republic of Singapore;

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 Agreement, so far as such modification or re-enactment applies.

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

[Type text]

PROPOSED OPTION AND PURCHASE AGREEMENT

A. Proposed Option

The Owner agrees to enter into a Purchase Agreement with CM for the sale of Property in accordance with the principles set out in section B below.

Option Fee : S\$1.00 (?)

☒ Option Exercise Period : Not Later than *significa of this date?*

B (i). Proposed Purchase Agreement

Property : (i) Land and building known as Grandlink Square
(ii) Leasehold title of ∞ years wef : (Freehold).
(iii) Site Area: square metres.
(iv) Gross Floor Area: 2,480 square metres.
(v) Net Floor Area: square metres.

Vendor : JKP Pte Ltd

Purchaser : Trustee for the benefit of the REIT.

Purchase Price : Million Singapore Dollars (subject to valuation.)

Payment Structure : S\$ million at Closing.

Lease : Trustee to lease the Property to Vendor upon the completion of the Purchase Agreement on the terms set out in section B (ii) below.

B (ii). Proposed Leaseback of the Property





Lessor : Trustee

Lessee : Vendor

Demised Premises : Property

Permitted Use : As per current approved use for ① Health spa fitness centre
② Amusement centre

Lettable Area : square metres (subject to final survey).
③ shops/office/store

-  Lease Term : 3
[■] years
- Lease Commencement : Upon completion of the sale and purchase of Property.
-  Rental (p.a.) : Commencement rent of 6.5 [■] per annum. Rent to be increased at the fixed rate of [■] % over the preceding year's rent at the commencement of the 3rd and 5th year of the lease term.
- Rent and other payments to be paid monthly in advance via automatic electronic funds transfer.
-  Property Tax : Paid by vendor/tenant until the end of the lease term *any said no need pay property tax. for 1.5x paid*
- Property Maintenance : The Lessee will be responsible for maintenance and all outgoings from the lease commencement date. This will include but not be limited to the following expenses:
- (i) Utility costs
 - (ii) Servicing of lifts other M&E
 - (iii) Cleaning and Security
 - (iv) Landscaping
- Insurance :
- (i) The Lessee will at its own costs insure the Property for:
 - (a) Industrial Special Risks, which shall include loss of rent and outgoings and machinery break down; and
 - (b) Public and Products Liability.
 - (ii) The Lessee will at its own costs insure against public liability in the joint names of the Lessor and Lessee.
- Security Deposit : On Lease Commencement, the Lessee will provide a security deposit of equivalent to 12 months rent to the Lessor until all obligations under the lease have been fully fulfilled.
- Legal Costs : Each party will be responsible for its own legal costs.
-  Goods and Services Tax : All payments to be made by the Lessee including, but not limited to, rent and contributions to outgoings, are not calculated inclusive of goods and services tax (GST). If any such payment is for a taxable supply by the Lessor, the Lessee will pay to the Lessor an additional amount equal to the applicable GST imposed.

[Type text]

- Signage Rights : The Lessee may retain the signage that currently exists on the building, however any change to the signage will require Lessor's approval and consent of the appropriate authority. The lessee will allow the lessor to place signage on the premises. Such signage will not adversely impact the existing Vendor's signage or the corporate image of Vendor.
- Naming Rights : For so long as the Lease is subsisting, Lessee may retain existing name of building as [■] Building, without any additional payment to the Lessor for such naming rights.
- Assignment/Subletting : No assignment of Lease or subletting of Demised Premises without approval of the Lessor.
- Lease Documentation : Will be based on standard lease documentation.

[Type text]

IN WITNESS WHEREOF this Agreement was executed on the date and year above written.

SIGNED by)
_____)
for and on behalf of)
_____) **PTE LTD**)
in the presence of:)
_____))
_____)

SIGNED by)
_____)
for and on behalf of)
_____) **TO BE ADVICE**)
PRIVATE LIMITED)
in the presence of:)
_____))
_____)