

## COMMISSION AGREEMENT

THIS AGREEMENT is made on 4<sup>th</sup> November 2013

### **BETWEEN:**

- (1) JKP Pte Ltd of
- (2) 80 Tuas Ave 1 Singapore 639525  
( hereinafter known as the *Owner*); and
- (3) **C & H Realty Pte Ltd**, a company incorporated in Singapore with its office at 490, Lor 6, Toa Payoh #06-11 Singapore 310490  
( hereinafter known as **C & H** )

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

### **WHEREAS:**

- (A) The Owner is the owner of the Property at :  
511 Guillemard Road, #B1-01 & B1-02 Grandlink Square Singapore 399849  
( hereinafter known as the Property )
- (B) The Owner is desirous of participating in the setting up of real estate investment trust or similar trust arrangement ( hereinafter known as the *REIT* ) & transferring their Property to the REIT, or any of the assigned or nominee(s).
- (C) **CELESTINE MANAGEMENT PRIVATE LIMITED** ( hereinafter known as **CM** ) is desirous of sourcing for, and building a portfolio of properties which shall contain, inter alia, the Property, for the purposes of the REIT, & shall undertake the management, listing of the REIT .
- (D) **Chan Wan Kin** ( hereinafter known as **CWK** ) is the adviser in the structuring of the REIT, who has been brought in by Yeo Choon Yeow ( Philip ) representative of C & H.

IT IS HEREBY AGREED BETWEEN THE PARTIES as follows:

- (1) In consideration of C & H introducing the Owner to CM for the setting of the REIT, the Owner agrees to pay C & H a brokerage fees in the sum of S\$ 2,002,848-00. ( Excluding GST ) of the market price of the Property.
- (2) This marketplace shall be the market price at the time of the Property being transferred to whatever company or vehicle of ownership for the furtherance of the REIT, or pursuance to the request or arrangement made by CWK, or CM, or any of the related parties.
- (3) The market valuation shall be determined by way of a valuation obtained from \_\_\_\_\_
- (4) For avoidance of doubt, the brokerage fees shall not be determined or dependant on the dollar value attached to the transferred or disposal of the Property between the parties in the process.
- (5) The brokerage fees shall be payable by the Owner at the point of the transferred of the Property.

IN WITNESS WHEREOF this agreement is signed & executed :

SIGNED BY: Johany Aw  
Gim Sen. )

For & On behalf of )

JKP Pte Ltd )

In the presence of :

AW MING ZHE ALVIN )

SIGNED BY : )

For & On behalf of )

\_\_\_\_\_ )

In the presence of :

