



28 DEC 2022

ZACD CAPITAL PTE. LTD.

(Company Registration Number 201131682H)
300 Beach Road #34-05 The Concourse, Singapore 199555
T (65) 6500 1120 F (65) 6476 1417 W zacdgroup.com

Dated: _____

From : **The Manager**
ZACD Capital Pte. Ltd.
Address: 300 Beach Road #34-05 The Concourse, Singapore 199555

The VCC
ZACD Capital Partners VCC
(acting for itself and for the purpose of ZACD LV Development Fund)
Address: 300 Beach Road #34-05 The Concourse, Singapore 199555

The Sponsor
ZACD Fund Holdings Pte. Ltd.
Address: 300 Beach Road #34-05 The Concourse, Singapore 199555

To : **Top Global Limited**
Address: 302 Orchard Road #18-02 Tong Building Singapore 238862

Dear Sirs,

SIDE LETTER 1: SIDE LETTER IN RELATION TO THE INVESTMENT IN ZACD LV DEVELOPMENT FUND (REGISTRATION NO.: T20VC0095G-SF003) (THE "SUB-FUND"), A SUB-FUND OF ZACD CAPITAL PARTNERS VCC (THE "VCC"), A COMPANY INCORPORATED AS AN UMBRELLA SINGAPORE VARIABLE CAPITAL COMPANY UNDER THE LAWS OF SINGAPORE (UEN: T20VC0095G)

We refer to the following documents in connection with the proposed investment by Top Global Limited ("TGL") in the Sub-Fund (the "**Proposed Investment**"):

- (a) the amended and restated private placement memorandum of the VCC dated 1 April 2021 (the "**ARPPM**"), and supplement 3 relating to the Sub-Fund dated 12 January 2022 (the "**Supplement**", and together with the ARPPM the "**PPM**");
- (b) the subscription agreement in connection with the Proposed Investment, to be entered into by TGL, the VCC (for and on behalf of the Sub-Fund), and the Manager (the "**Subscription Agreement**");
- (c) the convertible loan agreement in connection with the Proposed Investment, to be entered into by TGL and the VCC (for and on behalf of the Sub-Fund) (the "**Loan Agreement**");
- (d) the deed of undertaking and indemnity to be entered into by TGL and ZACD Group Ltd. (the "**Deed of Indemnity**");
- (e) this letter agreement to be entered into by TGL, the VCC (acting for itself and for the purpose of the Sub-Fund), ZACD Capital Pte. Ltd. (the "**Manager**"), and (solely for the purpose of paragraph 4) the Sponsor ("**Side Letter 1**"); and
- (f) a letter agreement to be entered into by TGL, the VCC (acting for itself and for the purpose of the Sub-Fund), the Manager, the Sponsor and ZACD Group Ltd. ("**Side Letter 2**"),

(the PPM, the Subscription Agreement, the Loan Agreement, the Deed of Indemnity , Side Letter 1 and Side Letter 2, collectively, the “**Transaction Documents**”, which Transaction Documents, other than the PPM, shall be executed on the date hereof).

Capitalised terms used herein and not otherwise defined shall have the meanings given to them in the PPM.

In consideration of the entry into the Subscription Agreement, the Loan Agreement, and the Deed of Indemnity respectively by TGL, and together with the provision of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the VCC (acting for itself and for the purpose of the Sub-Fund), the Manager, (solely for the purpose of paragraph 4) the Sponsor, and TGL hereby agree to the terms of this Side Letter 1.

1. **Bullet Drawdown**

Notwithstanding any other provision to the contrary in the Transaction Documents (including without limitation paragraph 23 (*Capital Commitment Drawdown*) of the Supplement), the parties hereto acknowledge and agree that:

- (a) TGL's entire Capital Commitment (as set out in TGL's Subscription Agreement) shall be drawdown pursuant to the first drawdown notice in relation to the utilization of the Loan (the form of which is set out at schedule 1 of the Loan Agreement) (the “**Drawdown Notice**”) issued by the Sub-Fund to TGL; and
- (b) the first Drawdown Notice shall be issued by the Sub-Fund to TGL within 10 Business Days from the date hereof (or such other date as may be mutually agreed in writing by TGL and the Manager).

2. **Waiver of Fees**

The Establishment Fee, the Management Fee and the Transfer Fee (each as defined in the Supplement) shall be waived in respect of TGL. Notwithstanding the preceding sentence, TGL shall be required to make capital contributions in accordance with the PPM for its respective share of Establishment Fee, Management Fee and Transfer Fee without reduction; provided that, in order to give effect to the waiver set out in this paragraph 1, the Sub-Fund shall within three (3) Business Days following the Sub-Fund's receipt of the relevant fee, return to TGL an amount (the “**Rebates**”) through wire transfer to TGL into its account (the details of which have been set out in the Subscription Agreement) such that, after giving effect to the Rebates, TGL shall not have contributed all or any part of the Establishment Fee, the Management Fee and the Transfer Fee (as the case may be).

3. **Shareholding**

During the Sub-Fund Term or Agreed Term (as defined below) whichever the longer (such period being the “**Relevant Period**”), the Sub-Fund shall maintain an unencumbered beneficial interest of 75% in the Subject Property (“**Sub-Fund Interest**”), provided that pursuant to any bank facilities taken out by the Sub-Fund solely for the purposes of financing the acquisition of the Subject Property, to the extent required by the terms and conditions of the relevant bank facilities, the Sub-Fund may grant such lending banks security over the Subject Property.

Based on the Sub-Fund Interest and a Sub-Fund Size of S\$45 million, on and from the date of the first drawdown under the Loan Agreement (the “**TGL Drawdown Date**”) until the end of the Relevant Period:

- (a) TGL's shareholding in the Sub-Fund on a fully-diluted basis (assuming full conversion or exercise of all convertible securities into Participating Shares) shall represent no less than 14.11% of all the Participating Shares; and
- (b) TGL's effective beneficial interest in the Subject Property shall be no less than 10.58%.

On and from the TGL Drawdown Date to and until the end of the Relevant Period, Sub-Fund shall not vary its beneficial interest in the Subject Property in a manner such that TGL's effective beneficial interest will be less than 10.05% or more than 11.11%, based on a Sub-Fund Size of not less than S\$42.86 million and not more than S\$47.37 million.

For the purposes of this Side Letter 1, the "Agreed Term" shall mean five (5) years after the date on which TGL's entire Capital Commitment has been paid by TGL to the Sub-Fund.

4. Milestones for Distribution of Profits

Subject to sale of the entire Subject Property pursuant to the Exit Strategy and notwithstanding the distribution provisions set out in paragraph 26 of section 3 to the Supplement entitled "Distributions", the Manager and Sub-Fund shall ensure that distributions are made as follows:

Time period	Distributions
Within eighteen (18) months from the receipt of the Temporary Occupation Permit in respect of the redevelopment of the Subject Property	At least 80% of the Net Distributable Proceeds will be distributed to Investors
Within thirty (30) months from the receipt of the Temporary Occupation Permit in respect of the redevelopment of the Subject Property	At least 90% of the Net Distributable Proceeds will be distributed to Investors
Within fifty four (54) months from the receipt of the Temporary Occupation Permit in respect of the redevelopment of the Subject Property	At least 98% of the Net Distributable Proceeds will be distributed to Investors, resulting in no more than 2% of the Net Distributable Proceeds remaining for final settlement of accounts.

For the avoidance of doubt, if a Conversion (as defined under the Loan Agreement) has not occurred, the Sub-Fund shall additionally repay the Capital Contributions in full before any of the above distributions are made, and shall be further subject to paragraph 4(a) of Side Letter 2.

5. Sponsor's Waiver

The Sponsor waives its right under paragraph 26 of section 3 to the Supplement entitled "Distributions" to receive 15% of the distributions payable to the Sponsor as the Class B Participating Shareholder in favour of TGL. For the avoidance of doubt, such amount shall be paid to TGL instead. The Manager, the VCC (acting for the purpose of the Sub-Fund) and TGL hereby acknowledge the foregoing waiver by the Sponsor in favour of TGL.

6. Notices

All notices, requests, demands and other communications required or permitted to be given or made hereunder shall be:

- (a) in writing; and
- (b) delivered by hand, electronic mail or registered post.

Any such notice, demand or communication shall be effective upon receipt and shall be deemed to have been received:

- (a) if delivered by hand or registered post, at the time of delivery; or
- (b) if delivered by electronic mail, at the time that it is received in recipient's inbox.

The initial addresses of the parties hereto for the purpose of this Agreement are:


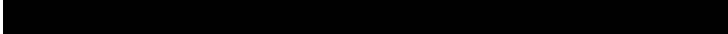
The Manager / the VCC

Attention : Han Xiangfeng
Address : 300 Beach Road #34-05 The Concourse, Singapore 199555
Email : xiangfeng.han@zacdgroup.com

The Sponsor

Attention : Mark Oh Keng Kwan
Address : 300 Beach Road #34-05 The Concourse, Singapore 199555
Email : mark.oh@zacdgroup.com

TGL

Attention : Jennifer Chang
Address : 
Email : 

7. Miscellaneous

The terms and existence of this Side Letter 1 shall be kept confidential by the parties hereto and the confidentiality provisions set out in clause 12 of the Loan Agreement shall apply *mutatis mutandis*, provided that the VCC shall have the right to disclose the terms of this Side Letter 1 to the persons set out in paragraph 10 of Appendix A of the Subscription Agreement.

This Side Letter 1 shall be deemed to be an integral part of the Transaction Documents. This Side Letter 1 is binding on and enforceable against each of the parties hereto and amends and supplements the terms of the Transaction Documents (other than Side Letter 2) with effect from the date hereof. In the event of any inconsistency between the provisions of this Side Letter 1 and the Transaction Documents (other than Side Letter 2), the provisions of this Side Letter 1 shall prevail to the extent of such inconsistency.

The Transaction Documents (and any other documents referred to therein) contain the entire agreement between the parties hereto and shall supersede and replace any prior written or oral agreements, representations or understandings between them. Nothing in this Side Letter 1 excludes liability for fraud.

If any provision of this Side Letter 1 is or becomes prohibited by law or judged by a court to be unlawful, void or unenforceable, it shall, to the extent required, be severed from this Side Letter 1 and rendered ineffective as far as possible without modifying the remaining provisions of this Side Letter 1, and shall not in any way affect the validity or enforcement of this Side Letter 1.



The benefit of this Side Letter 1 shall not be assigned by any party hereto except with the prior written consent of the other parties, such consent not to be unreasonably withheld. This Side Letter 1 shall be binding upon, and shall inure to the benefit of, each party's successors and permitted assignees.

No provision of this Side Letter 1 may be changed or waived, except by an instrument in writing signed on behalf of the parties hereto.

No failure or delay on the part of any party hereto to exercise any right or remedy under this Side Letter 1 shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies provided in this Side Letter 1 are cumulative and not exclusive of any rights or remedies provided by law.

Each party hereto shall bear its own costs and expenses incurred in relation to the preparation, negotiation, and performance by it of this Side Letter 1.

This Side Letter 1 and any disputes or claims arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of Singapore. The parties hereto irrevocably submit to the non-exclusive jurisdiction of the courts of the Singapore for the purposes of any suit, action or proceeding arising out of or in relation to this Side Letter 1.

The assets and liabilities of the sub-funds of the VCC are segregated in accordance with Section 29 of the Variable Capital Companies Act 2018.

Unless otherwise stated, a person who is not a party to this Side Letter 1 shall have no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any term of this Side Letter 1.

This Side Letter 1 may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Save as set out in this Side Letter 1 and Side Letter 2, all other terms and covenants between the parties herein as set out in the Transaction Documents shall remain unchanged and binding on the parties. Please confirm your acceptance of the aforesaid terms and conditions by signing and returning the duplicate of this Side Letter 1.

[Signature pages to follow]



In witness whereof this Side Letter 1 has been duly executed and delivered as a deed on the day and year first before written.

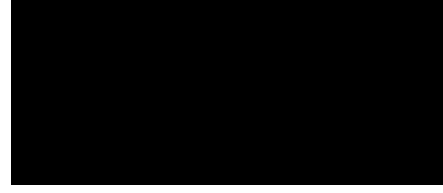
The Manager

Executed and delivered as a Deed
for and on behalf of
ZACD CAPITAL PTE. LTD.

by:

Han Xiangfeng
(Director)

)
)
)
)



Signature

Meryl Juans Ajiwibawa

.....

Name of director / witness

)
)
)
)



Signature

Witness Address:
300 Beach Road, The Concourse, #34-05, Singapore 199555
.....



ZACD CAPITAL PTE. LTD.

(Company Registration Number 201131682H)

300 Beach Road #34-05 The Concourse, Singapore 199555

T (65) 6500 1120 F (65) 6476 1417 W zacdgroup.com

The Sponsor

Executed and delivered as a Deed
for and on behalf of

ZACD FUND HOLDINGS PTE. LTD.
by:

Mark Oh Keng Kwan
(Director)

)
)
)
)



Signature

Meryl Juans Ajiwibawa
.....
Name of director / witness

)
)
)
)



Signature

Witness Address:
.300 Beach Road, The Concourse, #34-05, Singapore 199555



The VCC

Executed and delivered as a Deed
for and on behalf of

ZACD CAPITAL PARTNERS VCC
Acting for itself and for of the purpose of,
ZACD LV DEVELOPMENT FUND)

by:

Han Xiangfeng
(Director)

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)

Signature

Meryl Juans Ajiwibawa

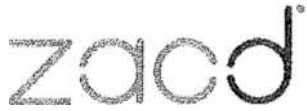
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Name of director / witness

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)
)
)

Signature

Witness Address:
300 Beach Road, The Concourse, #34-05, Singapore 199555



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{Company Registration Number 201131682H}

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T (65) 6500 1120 F (65) 6476 1417 W zacdgroup.com

TGL

Executed and delivered as a Deed
for and on behalf of
TOP GLOBAL LIMITED
by:

Jennifer Chang
(Director)

)
)
)
)



Signature

Goh Bingzheng

)
)
)
)



Signature

.....
Name of director / witness

Witness Address:
.....