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# FORTUNE REAL ESTATE INVESTMENT TRUST

(constituted in the Republic of Singapore pursuant to a trust deed dated 4 July 2003 (as amended) and authorised as a collective investment scheme under section 286 of the Securities and Futures Act, Chapter 289 of Singapore)

(a collective investment scheme authorised under section 104 of the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong))

(Stock Code: Singapore: F25U and Hong Kong: 778)

Managed by



ARA Asset Management (Fortune) Limited

# MEMORANDUM OF UNDERSTANDING IN RELATION TO ACQUISITION AND CONNECTED PARTY TRANSACTIONS RELATING TO THE KINGSWOOD GINZA PROPERTY

The Board is pleased to announce that on 30 July 2013, the Manager and Cheung Kong entered into a non-binding memorandum of understanding in connection with the acquisition of 100% of the issued share capital of the Target Company by, and assignment of the Shareholder Loans to, Fortune REIT.

The Target Company is a company incorporated in Hong Kong and owns the Kingswood Ginza Property. The Kingswood Ginza Property comprises the entire Kingswood Ginza Mall as well as other retail, kindergarten, parking lots and ancillary spaces to such areas (including loading bays and external walls) and reserved shares within the Kingswood Development which is located in Tin Shui Wai, New Territories, Hong Kong. While Fortune REIT will acquire all of the Kingswood Ginza Property, via the Target Company, the remainder of the Kingswood Development which Fortune REIT will not be acquiring (which includes approximately 58 residential tower blocks, the hotel known as "Harbour Plaza Resort City", a police reporting centre, other commercial areas and parking lots) will continue to be owned by their current existing owners.

Pursuant to the MOU, the indicative purchase consideration for the Kingswood Ginza Property is HK\$5,849 million, subject to a customary adjustment for the net current assets and/or net current liabilities of the Target Company at Completion but excluding any deferred tax liabilities of the Target Company.

The Manager currently expects to finance the Consideration by: (a) drawing down approximately HK\$5,085 million under the New Facilities; and (b) using approximately HK\$764 million out of the net proceeds from the Unit Placement. In relation to the Unit Placement, the Manager has today entered into a placement agreement with the Joint Lead Managers and Underwriters, each of which, to the best of the knowledge, information and belief of the directors of the Manager, having made all reasonable enquiries, is an Independent Third Party.

The Vendor is a company incorporated in Hong Kong, which is indirectly held as to 98.47% by Cheung Kong and is therefore considered to be (i) a connected person (within the meaning of the REIT Code), (ii) an interested person (within the meaning of the Singapore Listing Manual) of Fortune REIT, and (iii) an interested party (within the meaning of the Singapore Property Funds Appendix). Accordingly, the Acquisition is considered to be: (a) a connected party transaction and major acquisition for Fortune REIT under the REIT Code, (b) an interested person transaction under the Singapore Listing Manual, and (c) an interested party transaction under the Singapore Property Funds Appendix, and is therefore subject to, amongst other things, approval by the Independent Unitholders at an extraordinary general meeting of the Unitholders.

The MOU does not oblige either party to proceed with the Acquisition and is not legally binding except for those provisions in respect of exclusivity, confidentiality and governing law. Unitholders and potential investors in the Units should note that the Acquisition is subject to, among other things, due diligence and the entering into the Share Purchase Agreement, the terms of which are still currently in the process of negotiations and are yet to be determined and finalised by the parties. The MOU may or may not lead to the entering into of the Share Purchase Agreement. As the terms and conditions of the Share Purchase Agreement are still being negotiated, they may differ from the terms and conditions of the MOU. Accordingly, Unitholders and potential investors in the Units are advised to exercise caution when dealing in the Units.

The Manager expects to agree on the Share Purchase Agreement by 30 September 2013. Further announcement(s) will be made by Fortune REIT in accordance with all applicable requirements of the REIT Code, Singapore Listing Manual and the Singapore Property Funds Appendix as and when appropriate, including at the time the Share Purchase Agreement is entered into or, if no Share Purchase Agreement is entered into by 30 September 2013, on such date to inform Unitholders of the status of negotiations.

At the request of the Manager, trading in the Units has been halted: (a) on the SGX-ST since 8:30 a.m. on 30 July 2013; and (b) on the SEHK since 9:00 a.m. on 30 July 2013. The trading in the Units will continue to be halted pending the release of an announcement regarding the Unit Placement.

This announcement is made pursuant to paragraph 10.3 of the Code on Real Estate Investment Trusts (the "REIT Code").

#### A. MEMORANDUM OF UNDERSTANDING

The board of directors (the "Board") of ARA Asset Management (Fortune) Limited in its capacity as manager of Fortune Real Estate Investment Trust ("Fortune REIT") (the "Manager") is pleased to announce that on 30 July 2013, the Manager and Cheung Kong (Holdings) Limited ("Cheung Kong") entered into a non-binding memorandum of understanding (the "MOU") in connection with the acquisition of 100% of the issued share capital of Tin Shui Wai Development Ltd (the "Target Company") by, and the assignment of shareholder loans (the "Shareholder Loans") owing from the Target Company to Mightycity Company Limited (the "Vendor") at Completion (as defined below) to, Fortune REIT (together, the "Acquisition"). The Target Company is a company incorporated in Hong Kong and owns the Kingswood Ginza Property, as defined and described in section B of this announcement. The Target Company is directly wholly-owned by Vendor, which is indirectly held as to 98.47% by Cheung Kong.

The MOU sets out the current intention of the Manager and Cheung Kong to proceed with the Acquisition, in accordance with the following proposed indicative terms and conditions that are subject to ongoing due diligence and the negotiation and agreement of the terms of the definitive agreement in respect of the Acquisition to be entered into by the trustee of Fortune REIT (the "Trustee") and the Vendor (the "Share Purchase Agreement").

#### Consideration

The indicative purchase consideration (the "Consideration") for the Kingswood Ginza Property is HK\$5,849 million, subject to a customary adjustment (the "Current Adjustments") for:

- the net current assets (such as all receivables, refundable utility and other deposits placed with relevant authorities or suppliers, all cash and deposits at bank and all prepaid operating expenses); and/or
- (b) the net current liabilities (such as all security deposits, all rental/licence fees received in advance in relation to the Kingswood Ginza Property, all payments due to creditors and accruals of property and other relevant expenses and all provision for taxation),

of the Target Company as at completion of the Acquisition (the "Completion") but excluding the Shareholder Loans and any deferred tax liabilities of the Target Company.

The Vendor will procure the Target Company to, prior to Completion:

- dispose of all its assets other than: (a) the Kingswood Ginza Property; (b) certain plant and equipment in the Kingswood Ginza Property; and (c) the current assets that will be adjusted for pursuant to the Current Adjustments;
- (ii) discharge all of its liabilities, other than: (a) the Shareholder Loans which will be assigned upon Completion; (b) current liabilities that will be adjusted for pursuant to the Current Adjustments; (c) the deferred tax liabilities that will be the subject of a Vendor indemnity; and (d) immaterial liabilities that have been taken into account when determining the unadjusted Consideration; and
- (iii) transfer or assign any licences which are not related to or in connection with the Kingswood Ginza Property.

As the liabilities will be discharged or dealt with in the manner described above, the Manager does not consider it necessary to adjust the Consideration for non-current assets or liabilities.

The Consideration for the Kingswood Ginza Property has been arrived at on a willing buyer and a willing seller in an arm's-length transaction, after taking into consideration the appraised value of the Kingswood Ginza Property (see section B below for further details).

# Conditions Precedent

Completion is subject to and conditional upon satisfaction of the following conditions:

the ordinary resolution approving (among other things) the Share Purchase Agreement and the transactions contemplated under, associated with and/or related to the Share Purchase Agreement having been passed by the holders (the "Unitholders") of Fortune REIT units (the "Units") who are entitled to vote at an extraordinary general meeting of the Unitholders (the "EGM");

(b) no event or circumstance arising that prohibits or materially restricts the sale and purchase of the Target Company's shares and/or the Kingswood Ginza Property pursuant to the REIT Code, the Singapore Listing Manual, the Securities and Futures Act, Chapter 289 of Singapore and/or the Code on Collective Investment Schemes (including the Singapore Property Funds Appendix) issued by the Monetary Authority of Singapore; (c) there being no material damage to the Kingswood Ginza Property and no material breach of the warranties given by the Vendor which, in the reasonable opinion of the Trustee, acting on the recommendation of the Manager, will have a material adverse effect on the financial condition. prospects, earnings, business, undertaking or assets of the Target Company or on the Kingswood Ginza Property, in each case, taken as a whole: (d) the licences, authorisations, orders, grants, confirmations, consents, permissions, registrations and other approvals necessary for or in respect of the Acquisition having been obtained from third parties (including governmental or official authorities, courts or other regulatory bodies) on terms reasonably satisfactory to the Manager and such licences, authorisations, orders, grants, confirmations, consents, permissions, registrations and other approvals remaining in full force and effect; no statute, regulation or decision which would prohibit, restrict or materially (e) delay or adversely affect the sale and purchase of the Target Company's shares or the operation of the Target Company having been proposed, enacted or taken by any governmental or official authority; and the obtaining of the New Facilities (as defined below) to finance the (f) Consideration and the New Facilities being in place and available for drawdown at Completion. Representations, The Share Purchase Agreement will contain customary representations and Warranties and warranties given by the Vendor in respect of the Target Company and Kingswood **Indemnities** Ginza Property, including: (a) that the Target Company's shares and the Kingswood Ginza Property shall be free and clear of all encumbrances at Completion; and (b) at Completion, the Target Company shall not have any operations or business other than the ownership and operation of the Kingswood Ginza Property. The Vendor will also provide customary indemnities to the Manager, including in respect of losses arising from breach of warranties and liability for taxation. The Manager may also consider seeking additional specific indemnities, depending on the results of its due diligence on the Kingswood Ginza Property. The Vendor's liability in respect of such indemnities will be subject to a limitation period and maximum amount, which will be specified in the Share Purchase Agreement. **Exclusivity** The Vendor shall not negotiate, discuss, solicit or conclude any arrangement with **Period** any third party for the sale or disposal, whether conditional or otherwise, of all or part of its interests in the Target Company's shares or the Kingswood Ginza Property for a period beginning from the date of the MOU and ending on 30 September 2013. **Due Diligence** Before entering into the Share Purchase Agreement, the Manager shall be satisfied with the results of its due diligence in respect of the Kingswood Ginza Property, including being satisfied that the acquisition of the Kingswood Ginza Property will comply with the REIT Code, the Singapore Listing Manual and the Singapore Property Funds Appendix requirements. **Governing Law** Hong Kong.

#### B. KINGSWOOD GINZA PROPERTY

# **Property Description**

The property proposed to be acquired by Fortune REIT (the "Kingswood Ginza Property") comprises the entire shopping mall commonly known as "Kingswood Ginza" (the "Kingswood Ginza Mall") as well as other retail, kindergarten, parking lots and ancillary spaces to such areas (including loading bays and external walls) and reserved shares within the developments known as "Kingswood Villas", "Kingswood Ginza Phase 1" and "Kingswood Ginza Phase 2" (collectively, the "Kingswood Development") which are located in Tin Shui Wai, New Territories, Hong Kong. While Fortune REIT will acquire all of the Kingswood Ginza Property, via the Target Company, the remainder of the Kingswood Development which Fortune REIT will not be acquiring (which includes approximately 58 residential tower blocks, the hotel known as "Harbour Plaza Resort City", a police reporting centre, other commercial areas and parking lots) will continue to be owned by their current existing owners.

The Kingswood Ginza Property serves the local needs within the Kingswood Development and the residential catchment of nearby estates, and is in close proximity to the Tin Shui Wai MTR station and is easily accessible by private and public transportation such as taxis and franchised buses for shoppers.

# Other Key Information

The table below sets out certain key information on the Kingswood Ginza Property as at 30 June 2013, unless otherwise indicated.

Address	Nos. 12 and 18 Tin Yan Road; Nos. 1 and 3 Tin Wu Road; No. 8 Tin Shui Road; and Nos. 2 and 9 Tin Lung Road, Tin Shui Wai, Yuen Long, New Territories
Year and month of completion	Phase I of the Kingswood Ginza Mall - December 1998 Phase II of the Kingswood Ginza Mall - January 1999 Other retail, kindergarten, parking lots and ancillary spaces - October 1992 to December 1997
Gross rentable area (excluding parking lots and ancillary spaces)	665,244 square feet (" <b>sq. ft.</b> ")
Number of parking lots	622
Number of tenants	206
Monthly rental per leased sq. ft. (1)	HK\$27.4
Occupancy rate <sup>(2)</sup>	95.5%
Net property income for the 6 months ended 30 June 2013 <sup>(3)</sup>	HK\$110.4 million
Appraised value as at 30 June 2013	HK\$5,858 million as valued by Jones Lang LaSalle Limited (appointed by the Trustee)  HK\$5,850 million as valued by Savills Valuation and Professional Services Limited (appointed by the Manager)

# Notes:

- (1) The monthly rental per leased sq. ft. is calculated by dividing gross rental income for the month ended 30 June 2013 by leased gross rentable area as at 30 June 2013.
- (2) The occupancy rate is calculated based on leased gross rentable area excluding the parking lots and ancillary spaces as at 30 June 2013.
- (3) Calculated by deducting Property Operating Expenses from Gross Revenue based on information provided by the Vendor. Gross Revenue consists of gross rental income, chargeout collections and all other income accruing or resulting from the operation of the Kingswood Ginza Property, including licence fees, turnover rent, parking lot revenues and other revenues. Property Operating Expenses consists of all costs and expenses incurred by the Target Company in the operation, maintenance, management and marketing of the Kingswood Ginza Property.

The Consideration represents a discount of less than 0.2% from both of the appraised values of the Kingswood Ginza Property described in this section.

# C. PROPOSED FINANCING OF THE ACQUISITION

The Manager currently expects to finance the Consideration by: (a) drawing down approximately HK\$5,085 million under the New Facilities (as defined below); and (b) using approximately HK\$764 million out of the net proceeds from the placing of new Units by Fortune REIT (the "Unit Placement"). In relation to the Unit Placement, the Manager has today entered into a placement agreement (the "Placement Agreement") with DBS Bank Ltd., DBS Asia Capital Limited, Standard Chartered Securities (Singapore) Pte. Limited and Standard Chartered Securities (Hong Kong) Limited as joint lead managers and underwriters (the "Joint Lead Managers and Underwriters"), each of which, to the best of the knowledge, information and belief of the directors of the Manager, having made all reasonable enquiries, is not a connected person (as defined in the REIT Code) of Fortune REIT (an "Independent Third Party"). An announcement in respect of the Unit Placement will be made by the Manager once marketing and allocation of the new Units is completed.

The Manager has on 30 July 2013 signed mandate letters from DBS Bank Ltd. and Standard Chartered Bank (Hong Kong) Limited in relation to term loans of up to an aggregate principal amount of HK\$5,227 million (the "**New Facilities**"). The New Facilities will: (a) bear a blended interest margin of 1.48% per annum over HIBOR; (b) become repayable 3.5 to 5 years from the date of the relevant facility agreement in respect of the New Facilities; and (c) be partially secured against Metro Town (a property currently held by Fortune REIT) and/or the Kingswood Ginza Property.

Based on the expected financing structure above, the gearing ratio / aggregate leverage of Fortune REIT will increase from 20.9% (as at 30 June 2013) to approximately 34.5% (immediately following Completion). The Manager believes that this level is prudent under the current market conditions and does not exceed the borrowing limits under the Singapore Property Funds Appendix and the REIT Code which currently limit: (a) the aggregate leverage to 35% (as no credit rating has been obtained by Fortune REIT); and (b) the gearing ratio to 45% of Fortune REIT's deposited property, respectively.

# D. RATIONALE FOR THE ACQUISITION

The Manager believes that the key benefits of the Acquisition are that:

- (1) The Acquisition is expected to be yield accretive and improve the earning and distribution per Unit to existing Unitholders. The addition of quality income-producing property supplements the Manager's on-going asset enhancement initiatives to generate organic growth.
- (2) The Kingswood Ginza Property has the following competitive strengths:
  - It is strategically located in the center of the Tin Shui Wai residential area and also serves the hotel residents of 1,102 rooms and suites of the hotel known as "Harbour Plaza Resort City";
  - It has a high occupancy rate and a diversified trade mix of over 200 tenants;
  - It is directly accessible by bus and light-rail train and within walking distance to the Tin Shui Wai MTR station; and
  - Being the largest shopping center in the Yuen Long district of Hong Kong and due to its close proximity to the mainland China border, the Kingswood Ginza Property is in a good location to capture the growing demand from the visitors of mainland China as well as the expanding residential area nearby.
- (3) The Acquisition fits the Manager's investment strategy of owning commercial properties with high occupancy and long term growth potential and provides an opportunity for further exposure to the robust retail market in Hong Kong.
- (4) Fortune REIT will benefit from the increased portfolio size that will create a stronger platform to enjoy greater operating synergies and economies of scale in operation.

# E. INFORMATION RELATING TO THE VENDOR

The Vendor is a company incorporated in Hong Kong, which is indirectly held as to 98.47% by Cheung Kong. Cheung Kong is currently deemed to hold an aggregate indirect interest in 525,630,684 Units, which is equivalent to approximately 30.83% of the total number of Units currently in issue, and is therefore a "significant holder" (as defined in the REIT Code), and "controlling unitholder" (as defined in the Singapore Listing Manual and the Singapore Property Funds Appendix) of Fortune REIT.

As the Vendor is an "associated company" (as defined in the REIT Code) and an "associate" (as defined in the Singapore Listing Manual and the Singapore Property Funds Appendix) of Cheung Kong, it is therefore considered to be a connected person (within the meaning of the REIT Code), an interested person (within the meaning of the Singapore Listing Manual), and an interested party (within the meaning of the Singapore Property Funds Appendix) of Fortune REIT.

Further details regarding the accretive effect of the Acquisition will be set out in the circular to Unitholders in relation to, among others, the Acquisition.

# F. IMPLICATIONS UNDER THE REIT CODE

As the Vendor is a connected person of Fortune REIT, the Share Purchase Agreement and the transactions contemplated under, associated with and/or related to the Share Purchase Agreement would constitute connected party transactions of Fortune REIT under paragraph 8.5 of the REIT Code. As the Consideration exceeds 5.0% of the latest NAV of Fortune REIT, as disclosed in its latest published audited accounts, and adjusted for any subsequent transaction since their publication, pursuant to paragraph 8.11 of the REIT Code and the Trust Deed, each of the above transactions will require the approval of Unitholders who are entitled to vote (the "Independent Unitholders") by way of an ordinary resolution at the EGM.

In addition, as the Consideration represents approximately 47.69% of the total market capitalisation of Fortune REIT, based on the average closing price of Fortune REIT in SEHK for the five trading days immediately preceding the date of this announcement, the Acquisition is also expected to constitute a major acquisition by Fortune REIT at the time the Share Purchase Agreement is entered into.

Independent Unitholders' approval shall also be sought for the expansion of Fortune REIT's waiver from strict compliance with the disclosure and unitholders' approval requirements under Chapter 8 of the REIT Code in respect of certain categories of connected party transactions between the Fortune REIT Group, the CKH Group and the Manager Group (as defined therein) granted by the Securities and Futures Commission on 19 January 2012, so as to capture similar connected party transactions in respect of the Kingswood Ginza Property or in connection with or arising from the Acquisition.

# G. IMPLICATIONS UNDER THE SINGAPORE LISTING MANUAL AND THE SINGAPORE PROPERTY FUNDS APPENDIX

The Vendor is an interested person (within the meaning of the Singapore Listing Manual) and an interested party (within the meaning of the Singapore Property Funds Appendix) of Fortune REIT.

Under Chapter 9 of the Singapore Listing Manual, where Fortune REIT proposes to enter into a transaction with an interested person and the value of the transaction (either in itself or when aggregated with the value of other transactions, each of a value equal to or greater than S\$100,000, with the "same interested person" (within the meaning of the Singapore Listing Manual) during the same financial year) is equal to or exceeds 5.0% of Fortune REIT's latest audited net tangible assets (the "NTA"), Independent Unitholders' approval is required in respect of the transaction.

Similarly, under paragraph 5 of the Singapore Property Funds Appendix, where Fortune REIT proposes to enter into a transaction with an interested party and the value of the transaction (either in itself or when aggregated with the value of other transactions, with the same interested party during the same financial year) is equal to or exceeds 5.0% of Fortune REIT's latest audited net asset value (the "NAV"), Independent Unitholders' approval is required in respect of the transaction.

Based on the audited financial statements of Fortune REIT for the financial year ended 30 June 2013, its audited NAV/NTA was HK\$17,058.5 million as at 30 June 2013. As the Consideration (which comprises 34.3% of the audited NAV/NTA of Fortune REIT as at 30 June 2013) exceeds 5.0% of the latest NAV/NTA of Fortune REIT, pursuant to Chapter 9 of the Singapore Listing Manual, the Singapore Property Funds Appendix and the Trust Deed, the proposed Acquisition, the Share Purchase Agreement and the transactions contemplated under, associated with and/or related to the proposed Acquisition and Share Purchase Agreement will require Independent Unitholders' approval by way of an ordinary resolution at the EGM.

Independent Unitholders' approval shall also be sought under Chapter 9 of the Singapore Listing Manual for any other interested person transactions (where the value of each such other interested person transaction is equal to or greater than S\$100,000) between Fortune REIT and Cheung Kong, and/or their respective subsidiaries and associates, in respect of the Kingswood Ginza Property, or in connection with or arising from the proposed Acquisition.

While the Consideration represents approximately 48.05% of the total market capitalisation of Fortune REIT based on the closing price of Fortune REIT in SGX-ST for the market day immediately preceding the date of this announcement, as the Manager considers the Acquisition to be in the ordinary course of business of Fortune REIT, the proposed Acquisition is not expected to constitute a major transaction which requires Unitholders' approval for purposes of Chapter 10 of the Singapore Listing Manual. In any case, as mentioned above, Independent Unitholders' approval will be sought for the proposed Acquisition for the purposes of Chapter 9 of the Singapore Listing Manual and the Singapore Property Funds Appendix.

# H. NO LEGALLY BINDING AGREEMENT

The MOU does not oblige either party to proceed with the Acquisition and is not legally binding except for those provisions in respect of exclusivity, confidentiality and governing law. Unitholders and potential investors in the Units should note that the Acquisition is subject to, among other things, due diligence and the entering into of the Share Purchase Agreement, the terms of which are still currently being negotiated and are yet to be determined and finalised by the parties. The MOU may or may not lead to the entering into of the Share Purchase Agreement. As the terms and conditions of the Share Purchase Agreement are still being negotiated, they may differ from the terms and conditions of the MOU. Accordingly, Unitholders and potential investors in the Units are advised to exercise caution when dealing in the Units.

Should the Share Purchase Agreement be entered into, Fortune REIT shall also despatch a circular to its Unitholders for the purpose of seeking the approvals set out in sections F and G above. Among other things, the circular will contain the opinion of an independent financial adviser as to whether (among other things) the Share Purchase Agreement is entered into in the ordinary and usual course of business of Fortune REIT, consistent with the investment objectives and strategy of Fortune REIT and at arm's length on normal commercial terms, which are fair and reasonable and in, and not prejudicial to, the interests of Fortune REIT, the Independent Unitholders, as well as the Unitholders as a whole.

The Manager expects to agree on the Share Purchase Agreement by 30 September 2013. Further announcement(s) will be made by Fortune REIT in accordance with all applicable requirements of the REIT Code, the Singapore Listing Manual and the Singapore Property Funds Appendix as and when appropriate, including at the time the Share Purchase Agreement is entered into or, if no Share Purchase Agreement is entered into by 30 September 2013, on such date to inform Unitholders of the status of negotiations.

Although the terms of the Share Purchase Agreement are still subject to negotiation and agreement, the Manager believes that the proposals have reached a certain level of completeness so as to require disclosure pursuant to paragraph 10.3 of the REIT Code. Accordingly, in the interests of transparency and good corporate governance, the parties have agreed to document the key terms of the proposed Acquisition in the MOU (pending the entry into of the formal Share Purchase Agreement) to ensure a clear documentary basis to support the making of this announcement.

# I. CONTINUED SUSPENSION OF TRADING PENDING ANNOUNCEMENT REGARDING UNIT PLACEMENT

At the request of the Manager, trading in the Units has been halted: (a) on the SGX-ST since 8:30 a.m. on 30 July 2013; and (b) on the SEHK since 9:00 a.m. on 30 July 2013. The trading in the Units will continue to be halted pending the release of an announcement regarding the Unit Placement.

By order of the board of directors of
ARA Asset Management (Fortune) Limited
(in its capacity as manager of Fortune Real Estate Investment Trust)
ANG Meng Huat, Anthony

Executive Director and Chief Executive Officer

Singapore, Hong Kong, 30 July 2013

The Directors of the Manager as at the date of this announcement are Dr. Chiu Kwok Hung, Justin (Chairman), Mr. Lim Hwee Chiang, Mr. Ip Tak Chuen, Edmond and Ms. Yeung, Eirene as Non-executive Directors; Mr. Ang Meng Huat, Anthony and Ms. Chiu Yu, Justina as Executive Directors; Mr. Lim Lee Meng, Mrs. Sng Sow-Mei (alias Poon Sow Mei) and Dr. Lan Hong Tsung, David as Independent Non-executive Directors; and Mr. Ma Lai Chee, Gerald as Alternate Director to Mr. Ip Tak Chuen, Edmond.