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\* Asterisks denote mandatory information

Name of Announcer *	FORTUNE REAL ESTATE INV TRUST
Company Registration No.	N/A
Announcement submitted on behalf of	FORTUNE REAL ESTATE INV TRUST
Announcement is submitted with respect to *	FORTUNE REAL ESTATE INV TRUST
Announcement is submitted by *	Lim Hwee Chiang
Designation *	Director
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**>> Announcement Details**

The details of the announcement start here ...

Announcement Title \*

Notice of Extraordinary General Meeting

Description

**Attachments:** [NoticeOfEGM.pdf](#)Total size = **27K**  
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# FORTUNE REAL ESTATE INVESTMENT TRUST

(Constituted in the Republic of Singapore  
pursuant to a trust deed dated 4 July 2003)

## NOTICE OF EXTRAORDINARY GENERAL MEETING

**NOTICE IS HEREBY GIVEN** that an EXTRAORDINARY GENERAL MEETING of Fortune Real Estate Investment Trust ("**Fortune REIT**") will be held at One Raffles Boulevard, Meeting Room 308, Level 3, Suntec Singapore International Convention & Exhibition Centre, Singapore 039593 on 1 June 2005 at 2.30 p.m. for the purpose of considering and, if thought fit, passing, with or without modifications, the following resolutions:

### ORDINARY RESOLUTIONS

#### 1. THE ACQUISITION OF THE CITY ONE SHATIN PROPERTY

That:

- (a) subject to and contingent upon the passing of Resolution 7, approval be and is hereby given for the acquisition by Fortune REIT of the City One Shatin Property through the acquisition of the entire issued share capital of Mightypattern Limited at the purchase consideration described in the circular dated 13 May 2005 issued by ARA Asset Management (Singapore) Limited (as manager of Fortune REIT) (the "**Manager**") to holders of units in Fortune REIT (the "**Circular**") and on the terms and conditions set out in the sale and purchase agreement dated 23 March 2005 in this connection between HSBC Institutional Trust Services (Singapore) Limited (in its capacity as the trustee of Fortune REIT) (the "**Trustee**") and Fortune Port Group Limited, and for payment of all fees and expenses relating to the acquisition of the City One Shatin Property (as described in the Circular);
- (b) subject to and contingent upon the passing of Resolution 7, approval be and is hereby given for Fortune REIT to take over the benefits of the Related Tenancy and Licence Agreements (as defined in the Circular) in relation to the City One Shatin Property upon the completion of the acquisition of the City One Shatin Property;
- (c) subject to and contingent upon the passing of Resolution 7, approval be and is hereby given for Goodwell-Fortune Property Services Limited (the "**Property Manager**"), the existing property manager of Fortune REIT, to provide lease management services and marketing services for the City One Shatin Property on the completion of the acquisition of the City One Shatin Property pursuant to and in accordance with the terms of the existing property management agreement dated 7 July 2003 entered into by the Trustee, the Manager and the Property Manager; and
- (d) the Manager, any director of the Manager and the Trustee be and are hereby severally authorised to complete and do all such acts and things (including executing all such documents as may be required) as the Manager, such director of the Manager or, as the case may be, the Trustee may consider expedient or necessary or in the interests of Fortune REIT to give effect to the acquisition of the City One Shatin Property.

## **2. THE ACQUISITION OF THE WALDORF GARDEN PROPERTY**

That:

- (a) subject to and contingent upon the passing of Resolution 7, approval be and is hereby given for the acquisition by Fortune REIT of the Waldorf Garden Property through the acquisition of the entire issued share capital of Waldorf Realty Limited at the purchase consideration described in the Circular and on the terms and conditions set out in the sale and purchase agreement dated 23 March 2005 in this connection between the Trustee and Fortune Port Group Limited, and for payment of all fees and expenses relating to the acquisition of the Waldorf Garden Property (as described in the Circular);
- (b) subject to and contingent upon the passing of Resolution 7, approval be and is hereby given for Fortune REIT to take over the benefits of the Related Tenancy and Licence Agreements (as defined in the Circular) in relation to the Waldorf Garden Property upon the completion of the acquisition of the Waldorf Garden Property;
- (c) subject to and contingent upon the passing of Resolution 7, approval be and is hereby given for the Property Manager to manage the Waldorf Garden Property on the completion of the acquisition of the Waldorf Garden Property pursuant to and in accordance with the terms of the existing property management agreement dated 7 July 2003 entered into by the Trustee, the Manager and the Property Manager; and
- (d) the Manager, any director of the Manager and the Trustee be and are hereby severally authorised to complete and do all such acts and things (including executing all such documents as may be required) as the Manager, such director of the Manager or, as the case may be, the Trustee may consider expedient or necessary or in the interests of Fortune REIT to give effect to the acquisition of the Waldorf Garden Property.

## **3. THE ACQUISITION OF THE TSING YI SQUARE PROPERTY**

That:

- (a) subject to and contingent upon the passing of Resolution 7, approval be and is hereby given for the acquisition by Fortune REIT of the Tsing Yi Square Property at the purchase consideration described in the Circular and on the terms and conditions set out in the sale and purchase agreement dated 23 March 2005 in this connection between the Trustee and Fortune Port Group Limited, and for payment of all fees and expenses relating to the acquisition of the Tsing Yi Square Property (as described in the Circular);
- (b) subject to and contingent upon the passing of Resolution 7, approval be and is hereby given for Fortune REIT to take over the benefits of the Related Tenancy and Licence Agreements (as defined in the Circular) in relation to the Tsing Yi Square Property upon the completion of the acquisition of the Tsing Yi Square Property;
- (c) subject to and contingent upon the passing of Resolution 7, approval be and is hereby given for the Property Manager to manage the Tsing Yi Square Property on the completion of the acquisition of the Tsing Yi Square Property pursuant to and in accordance with the terms of the existing property management agreement dated 7 July 2003 entered into by the Trustee, the Manager and the Property Manager; and
- (d) the Manager, any director of the Manager and the Trustee be and are hereby severally authorised to complete and do all such acts and things (including

executing all such documents as may be required) as the Manager, such director of the Manager or, as the case may be, the Trustee may consider expedient or necessary or in the interests of Fortune REIT to give effect to the acquisition of the Tsing Yi Square Property.

#### **4. THE ACQUISITION OF THE CENTRE DE LAGUNA PROPERTY**

That:

- (a) subject to and contingent upon the passing of Resolution 7, approval be and is hereby given for the acquisition by Fortune REIT of the Centre de Laguna Property at the purchase consideration described in the Circular and on the terms and conditions set out in the sale and purchase agreement dated 23 March 2005 in this connection between the Trustee and Fortune Port Group Limited, and for payment of all fees and expenses relating to the acquisition of the Centre de Laguna Property (as described in the Circular); and
- (b) the Manager, any director of the Manager and the Trustee be and are hereby severally authorised to complete and do all such acts and things (including executing all such documents as may be required) as the Manager, such director of the Manager or, as the case may be, the Trustee may consider expedient or necessary or in the interests of Fortune REIT to give effect to the acquisition of the Centre de Laguna Property.

#### **5. THE ACQUISITION OF THE LIDO GARDEN PROPERTY**

That:

- (a) subject to and contingent upon the passing of Resolution 7, approval be and is hereby given for the acquisition by Fortune REIT of the Lido Garden Property at the purchase consideration described in the Circular and on the terms and conditions set out in the sale and purchase agreement dated 23 March 2005 in this connection between the Trustee and Fortune Port Group Limited, and for payment of all fees and expenses relating to the acquisition of the Lido Garden Property (as described in the Circular); and
- (b) the Manager, any director of the Manager and the Trustee be and are hereby severally authorised to complete and do all such acts and things (including executing all such documents as may be required) as the Manager, such director of the Manager or, as the case may be, the Trustee may consider expedient or necessary or in the interests of Fortune REIT to give effect to the acquisition of the Lido Garden Property.

#### **6. THE ACQUISITION OF THE RHINE GARDEN PROPERTY**

That:

- (a) subject to and contingent upon the passing of Resolution 7, approval be and is hereby given for the acquisition by Fortune REIT of the Rhine Garden Property at the purchase consideration described in the Circular and on the terms and conditions set out in the sale and purchase agreement dated 23 March 2005 in this connection between the Trustee and Fortune Port Group Limited, and for payment of all fees and expenses relating to the acquisition of the Rhine Garden Property (as described in the Circular);
- (b) subject to and contingent upon the passing of Resolution 7, approval be and is hereby given for Fortune REIT to take over the benefits of the Related Tenancy and Licence Agreements (as defined in the Circular) in relation to the Rhine Garden Property upon the completion of the acquisition of the Rhine Garden Property;

- (c) subject to and contingent upon the passing of Resolution 7, approval be and is hereby given for the Property Manager to manage the Rhine Garden Property on the completion of the acquisition of the Rhine Garden Property pursuant to and in accordance with the terms of the existing property management agreement dated 7 July 2003 entered into by the Trustee, the Manager and the Property Manager; and
- (d) the Manager, any director of the Manager and the Trustee be and are hereby severally authorised to complete and do all such acts and things (including executing all such documents as may be required) as the Manager, such director of the Manager or, as the case may be, the Trustee may consider expedient or necessary or in the interests of Fortune REIT to give effect to the acquisition of the Rhine Garden Property.

## EXTRAORDINARY RESOLUTIONS

### 7. THE ISSUE OF NEW UNITS IN FORTUNE REIT

That:

- (a) subject and contingent upon the passing of at least one of Resolutions 1 to 6, approval be and is hereby given for the purpose of Clause 5.2.6 of the trust deed dated 4 July 2003 constituting Fortune REIT (the “**Trust Deed**”) for Fortune REIT to offer and issue such number of new units in Fortune REIT (“**New Units**”) as would be required to raise up to an aggregate of HK\$1,986.1 million in gross proceeds, for placement to existing holders of Units and new investors in the manner described in the Circular (the “**Equity Fund Raising**”) and to make the Rescheduled Distribution (as defined in the Circular) as a consequence of the Equity Fund Raising; and
- (b) the Manager, any director of the Manager and the Trustee be and are hereby severally authorised to complete and do all such acts and things (including executing all such documents as may be required) as the Manager, such director of the Manager or, as the case may be, the Trustee may consider expedient or necessary or in the interests of Fortune REIT to give effect to the Equity Fund Raising.

### 8. PLACEMENT TO FOCUS EAGLE INVESTMENTS LIMITED

That:

- (a) subject to and contingent upon the passing of Resolution 7, approval be and is hereby given for the placement of New Units under the private placement tranche of the Equity Fund Raising (as defined in the Circular) to Focus Eagle Investments Limited (“**Focus Eagle**”) at the Issue Price (as defined in the Circular), provided that no more than such number of New Units as would be required to maintain the proportionate unitholding of Focus Eagle at its pre-placement level (in percentage terms) as at the Latest Practicable Date (as defined in the Circular); and
- (b) the Manager, any director of the Manager and the Trustee be and are hereby severally authorised to complete and do all such acts and things (including executing all such documents as may be required) as the Manager, such director of the Manager or, as the case may be, the Trustee may consider expedient or necessary or in the interests of Fortune REIT to give effect to such placement.

**9. SUPPLEMENTING THE TRUST DEED WITH THE FEE SUPPLEMENT**

That:

- (a) approval be and is hereby given to supplement Clauses 15.1.1 and 15.2.1(i) of the TrustDeed with the Fee Supplement (as defined in the Circular) in the manner set out in **Appendix 12** of the Circular; and
- (b) the Manager, any director of the Manager and the Trustee be and are hereby severally authorised to complete and do all such acts and things (including executing all such documents as may be required) as the Manager, such director of the Manager or, as the case may be, the Trustee may consider expedient or necessary or in the interests of Fortune REIT to give effect to the Fee Supplement.

**10. SUPPLEMENTING THE TRUST DEED WITH THE ISSUE PRICE SUPPLEMENT**

That:

- (a) approval be and is hereby given to supplement clause 5.2.5 of the Trust Deed with the Issue Price Supplement (as defined in the Circular) in the manner set out in **Appendix 12** of the Circular; and
- (b) the Manager, any director of the Manager and the Trustee be and are hereby severally authorised to complete and do all such acts and things (including executing all such documents as may be required) as the Manager, such director of the Manager or, as the case may be, the Trustee may consider expedient or necessary or in the interests of Fortune REIT to give effect to the Issue Price Supplement.

BY ORDER OF THE BOARD  
ARA ASSET MANAGEMENT (SINGAPORE) LIMITED  
(as manager of Fortune Real Estate Investment Trust)

Lim Hwee Chiang  
Director  
Singapore  
13 May 2005

**Notes:**

1. A holder of Units (“**Unitholder**”) entitled to attend and vote at the Extraordinary General Meeting is entitled to appoint not more than two proxies to attend and vote in his stead. A proxy need not be a Unitholder.
2. The instrument appointing a proxy must be lodged at the Manager’s registered office at 9 Temasek Boulevard, #09-01 Suntec Tower 2, Singapore 038989 not less than 48 hours before the time appointed for the Extraordinary General Meeting.