LAND RESERVATION AGREEMENT

This **Land Reservation Agreement** (this “Agreement”) entered into this [\*\*] day of [\*\*] [2021] by and between:

KMIC Development Co., Ltd., a corporation duly organized and existing under the laws of the Republic of the Union of Myanmar (“Myanmar”), with its principal place of business at Office Suite 2007, Pyay Garden Office Tower, 346-354, Pyay Road, Sanchaung Township, Yangon, Myanmar (“Developer”);

 -and-

**[\*\*]**, a corporation duly organized and existing under the laws of [\*\*], with its principal place of business at [\*\*] (“Sublessee”).

Developer and Sublessee are hereinafter individually referred to as a “Party” and collectively referred to as the “Parties”.

# W I T N E S S E T H :

**WHEREAS,** Developer is the registered, lawful and primary leaseholder of a parcel of land specifically situated at Yangon Region, Hlegu Township, NyaungHnitpin (“Project Area”), with an area of [\*\*] square meters (“Initial Size”), described as Lot No. [\*\*] in Exhibit 1 attached hereto (“Subject Lot”);

**WHEREAS,** Sublessee wishes to sublease the Subject Lot from Developer for the purposes of conducting its business affairs and by virtue of this Agreement;

**WHEREAS,** Sublessee wishes to reserve the sublease of the Subject Lot subject to the terms and conditions specified in this Agreement, and as consideration for the reservation of the sublease of the Subject Lot by Developer in favor of Sublessee, Sublessee has paid to Developer a reservation fee in the amount ofFive Thousand United States Dollars (USD 5,000) (“Reservation Fee”) together with non-refundable stamp duty in the amount of One Hundred United States Dollars (USD 100) for the execution of this Agreement, and upon review of Developer on the eligibility of the Sublessee to sublease the Subject Lot, Developer has sent a written confirmation notice to Sublessee; and

**NOW, THEREFORE,** for and in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

1. **Reservation Period**

The Parties agree that the reservation of the sublease of the Subject Lot herein shall be valid for the period commencing from the date of this Agreement and ending on the earlier of (i) the date falling on six (6) months from the execution of this Agreement ( “Long Stop Date”) or (ii) the execution of the land sublease agreement (“Land Sublease Agreement”), in respect of the sublease of the Subject Lot by and between Developer and Sublessee (or Sublessee Entity (as defined below)) (“Reservation Period”).

1. **Expiration of the Reservation Period**
	1. This Agreement shall be terminated and the full amount of the Reservation Fee shall be forfeited in favor of Developer if (i) Sublessee, by itself or through Sublessee Entity, fails to execute the Land Sublease Agreement on or prior to the Long Stop Date for any reasons (other than any reason solely attributable to Developer), or (ii) Sublessee provides a written notice to Developer that it is no longer pursuing its intention to sublease the Subject Lot at any time on or prior to the Long Stop Date.

* 1. In the event that the Land Sublease Agreement is executed on or before the Long Stop Date, the Reservation Fee shall be counted toward the amount of First Installment (as defined below) to be payable by Sublessee to Developer under the Land Sublease Agreement.

1. **Covenants of Sublessee**

In consideration of reserving the sublease of the Subject Lot in favor of Sublessee during the Reservation Period, Sublessee hereby covenants to Developer that it fully understands and agrees to the following conditions for the reservation of the sublease of the Subject Lot and fully waives its rights to claim any damages arising out of or resulting from or in connection with the following conditions:

* 1. Purpose. The purpose of this Agreement is to reserve the sublease of the Subject Lot in favor of the Sublessee during the Reservation Period, subject to the terms and conditions herein. Accordingly, Sublessee’s subleasehold right to the Subject Lot shall arise only upon the due execution of the Land Sublease Agreement but subject to the terms and conditions therein.
	2. Non-Assignment; Party to Land Sublease Agreement. The rights and obligations of Sublessee under this Agreement shall not be assigned, transferred, delegated or otherwise disposed of to a third party, without the prior written consent of Developer. Notwithstanding the foregoing, with the prior written notice to Developer, Sublessee may have its subsidiary or affiliate incorporated in Myanmar (“Sublessee Entity”) to assume the rights and obligations of Sublessee under this Agreement and to enter into the Land Sublease Agreement with Developer; provided, however, that Sublessee shall be and remain as a shareholder of the Sublessee Entity during the entire sublease period under the Land Sublease Agreement.
	3. Sublease Fee.
		1. The sublease fee for the Subject Lot payable by Sublessee to Developer under the Land Sublease Agreement shall be USD [\*\*], which is the product of the Initial Size multiplied by the price per square meter of USD [\*\*] applicable to the Subject Lot (“Price per Square Meter”) or such other amount as may be notified by Developer to Sublessee prior to or at the time of the execution of the Land Sublease Agreement (“Sublease Fee”). The Sublease Fee shall reflect the survey of the Subject Lot (the “Final Survey”) to be conducted by Developer after the construction completion of Zone A, as described in Exhibit 3 attached hereto, and the Sublease Fee shall be adjusted to reflect the actual size of the Subject Lot calculated as a result of the Final Survey (“Survey Size”). The adjusted Sublease Fee (“Adjusted Sublease Fee”) shall be the amount equal to the product of the Survey Size multiplied by the Price per Square Meter.
		2. Subject to Article 3.3.3 below, the Sublease Fee shall be paid in the installments of (i) the first installment in the amount equal to ten (10)% of the Sublease Fee (“First Installment”) on the date of the Land Sublease Agreement, and (ii) the balance of the Sublease Fee in the installment in the amount equal to fifteen (15)% of the Sublease Fee on every four (4) months of the date of the Land Sublease Agreement until the total Sublease Fee is paid to Developer in full. Sublessee hereby acknowledges and agrees that there shall be no discount on the Sublease Fee if any installment of the Sublease Fee is paid by Sublessee to Developer prior to the date on which each of the installment is due and payable.
		3. If the Final Survey is completed at least [ten (10)] business days prior to the date on which the Last Installment is due and payable by Sublessee to Developer in Article 3.3.2 (“Last Installment Due Date”) and, if the Survey Size is different from the Initial Size, then Developer will provide a written notice to Sublessee as to the Survey Size and the Adjusted Sublease Fee at least [five (5)] business days prior to the Last Installment Due Date. In case of the foregoing, on the Last Installment Due Date, Sublessee shall pay to Developer the difference between the Adjusted Sublease Fee and the Sublease Fee actually paid by Sublessee to Developer prior to the Last Installment Due Date.
		4. If the Final Survey is completed after Sublessee has paid the Sublease Fee to Developer in full in Article 3.3.2 and,
1. if the Survey Size is greater than the Initial Size, then Sublessee shall pay to Developer the Adjustment Amount, within [ten (10)] business days from the date on which Developer provides a written notice to Sublessee as to the Adjustment Amount; and
2. if the Survey Size is less than the Initial Size, then Developer agrees to pay to the Sublessee the Adjustment Amount, within [ten (10)] business days from the date on which Developer provides a written notice to Sublessee as to the Adjustment Amount.

In this Article 3.3.4, the “Adjustment Amount” shall mean the amount equal to the product of the difference between the Survey Size and the Initial Size multiplied by the Price per Square Meter. Any amount below USD one thousand (1,000) shall be rounded up in determining the Adjustment Amount.

* 1. Sublease Period. The sublease period under the Land Sublease Agreement shall commence on the commencement date of the sublease period as set out in the Land Sublease Agreement and shall end on December 22, 2069 (“Initial Sublease Period”). Upon the expiration of the Initial Sublease Period, subject to the execution of the lease term of the Project Area by and between the owner or the lessor of the Project Area and Developer, Sublessee will be granted an option of two (2) ten-year sublease extensions. The Sublease Fee under such land sublease extension shall be determined by Developer at its sole discretion, reflecting the then market rate for the lease fees in the adjacent areas.
	2. Infrastructure. Developer shall not guarantee and hereby disclaims that the infrastructure required or necessary for Sublessee to carry out its business in the Subject Lot, such as electricity, water, power generator, and waste water treatment systems (collectively, the “Infrastructure”) within or around the Project Area will be completed on or prior to December 31, 2023. Sublessee hereby expressly acknowledges and agrees that the construction of the Infrastructure may not be completed on or prior to December 31, 2023. As such, Sublessee shall be solely responsible in procuring the Infrastructure at its own costs and expenses and shall not execute this Agreement and the Land Sublease Agreement in reliance that the Infrastructure within or around the Project Area will be completed on or prior to December 31, 2023. Sublessee shall not (i) refuse to enter into the Land Sublease Agreement and/or (ii) request the refund of the Reservation Fee to Developer, due to the non-completion of the construction of the Infrastructure within or around the Project Area on or prior to December 31, 2023.
	3. Eligibility for Reservation of Sublease.
		1. Developer may terminate this Agreement if, during the Reservation Period, Sublessee receives (i) an official letter from MIC that licenses and approvals required by Myanmar Investment Commission in respect of its contemplated investment and the business operations in Myanmar (“MIC Approval”) may not be issued or (ii) an official letter from other government authorities that other government approvals necessary or required for Sublessee to carry out its business in the Subject Lot (“Other Approvals”) may not be issued. Upon the termination of this Agreement by Developer for any of the foregoing reasons, Developer shall return the Reservation Fee without any interest accrued thereon to Sublessee.
		2. Developer may terminate the Land Sublease Agreement without any liabilities if, after the execution of the Land Sublease Agreement, Sublessee (i) does not or fails to obtain the MIC Approval or Other Approvals within six (6) months from the date on which the Last Installment is paid in full, (ii) does not or fails to maintain the MIC Approval or Other Approvals during the sublease period, or (iii) receives an official letter from MIC or other governmental authority to the effect that Sublessee is not permitted to carry out its business in the Subject Lot. Upon the termination of the Land Sublease Agreement by Developer herein, any and all payments made by Sublessee to Developer under this Agreement and the Land Sublease Agreement up to the date of the termination of the Land Sublease Agreement, including but not limited to, the Reservation Fee, and the Sublease Fee, will be forfeited in favor of Developer.
	4. Compliance with Applicable Laws. Sublessee shall comply with any and all applicable laws and regulations of Myanmar (“Applicable Laws”) arising out of its sublease of the Subject Lot and the engagement in its business in the Subject Lot. Sublessee shall be solely responsible for non-compliance of the Applicable Laws.
	5. Conditions of Subject Lot. Sublessee has fully examined and understands the conditions of the Subject Lot, which include slope, step, shape, rock mass, slope condition, entry/exit restrictions, high voltage lines, and obstacles to the Subject Lot (“Obstacles”). Sublessee shall be solely responsible for examining the conditions of the Subject Lot prior to entering into the Land Sublease Agreement. The Sublessee’s failure to examine the conditions of the Subject Lot or the conditions of the Subject Lot uncovered during the Reservation Period or after the entry of the Land Sublease Agreement shall not be a ground for the Sublessee’s termination of this Agreement or the Land Sublease Agreement, as the case may be, or for the return of the Reservation Fee. Sublessee confirms that Developer has explained to the Sublessee any and all Obstacles on the Subject Lot.
	6. Changes to Project Area. Sublessee hereby acknowledges that the development plan, construction period, or land use of the Project Area (including the surrounding land), and other conditions relating to the Project Area may be changed during the construction phase of the Project Area due to various reasons, which may include, but not be limited to, the licenses and approvals of the relevant government, the feasibility studies on the construction, business, environment, and transportations, discovery of the cultural or historical artifacts, or other matters related to the construction of the Project Area. Further, Sublessee is aware that, regardless of the execution of the Land Sublease Agreement, the use of the Subject Lot and the use of Infrastructure may be restricted due to the construction delay or availability of the Infrastructure on the Subject Lot.
	7. Drawing. Sublessee fully acknowledges and agrees that (i) it has fully examined the drawings posted at the Developer’s website (www.mykmic.com) (“Drawing”), and (ii) the divided lines in the Drawing does not reflect the actual survey results and shall not be used for architectural design purpose.
	8. Information on Subject Lot. Information on the conditions of the Subject Lot is available at Developer’s website (www.mykmic.com) and the hard copies thereof are available at Developers’ office located at Office Suite 2007, Pyay Garden Office Tower, 346-354, Pyay Road, Sanchaung Township, Yangon, Myanmar. Developer makes no warranties, express or implied, representations as to the completeness or accuracy of the information on the Subject Lot and Drawing.
1. **Change Notice**

Sublessee hereby represents and warrants that the information provided by Sublessee to Developer through the Developer’s website (www.mykmic.com) for the purpose of reservation of the sublease of the Subject Lot is accurate and current. In the event that Sublessee’s information such as name, address, or contact information is changed at any time during the Reservation Period, Sublessee shall provide a prompt written notice to Developer as to such changes (“Change Notice”), no later than ten (10) business days from the date on which such changes become effective. Developer shall not be liable for any consequences arising out of or in connection with Sublessee’s failure to provide the Change Notice to Developer under this Article 4. Any Change Notice by Sublessee to Developer under this Article 4 shall be in writing and delivered to the contact information of the Developer as set out in Exhibit 2 attached hereto.

1. **Stamp Duty**

Sublessee shall be solely responsible for payment of stamp duty charged on the execution of this Agreement and the Land Sublease Agreement according to the prevailing laws of Myanmar. Developer and Sublessee hereby acknowledge and agree that stamp duty for the execution of this Agreement has been duly paid on or prior to the execution of this Agreement. Sublessee hereby acknowledges and accepts that stamp duty paid in respect of the execution of this Agreement shall be non-refundable under any circumstance. As such, in no event shall Developer be required to return to Sublessee any amount of such stamp duty, including, but not limited to, in the event of the termination of this Agreement for any reason.

1. **Entire Agreement**

This Agreement constitutes the entire agreement between the Parties and wholly cancels, terminates and supersedes all previous negotiations, agreements and commitments, whether formal or informal, oral or written, with respect to the subject matter hereof. Any attachments to this Agreement shall constitute an integral part of this Agreement.

1. **Counterparts**

This Agreement may be executed in two (2) counterparts, each of which shall be deemed an original but all of which, taken together, shall constitute one and the same instrument.

1. **Governing Law, Dispute Resolution**

This Agreement shall be governed and construed in accordance with the laws of Myanmar. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC") for the time being in force, which rules are deemed to be incorporated by reference in this Article 8. The tribunal shall consist of three (3) arbitrator(s). The arbitration shall be conducted in the English language. The award rendered therein shall be final and binding upon both Parties.

 [*signature page follows*]

**IN WITNESS WHEREOF,** the Parties have signed this Agreement on the date first above written.

|  |  |  |
| --- | --- | --- |
| KMIC Development Co., Ltd. |  | [\*\*] |
| By : Name: Title:  |  | By : Name: Title:  |

**Exhibit 1**

**Subject Lot**

[to come]

**Exhibit 2**

**Developer’s Contact Information**

|  |  |
| --- | --- |
| Address:  | Office Suite 2007, Pyay Garden Office Tower, 346-354, Pyay Road, Sanchaung Township, Yangon, Myanmar |
| Attention: | [\*\*] |
| Tel: | [\*\*] |
| Fax:  | [\*\*] |
| Email:  | [\*\*] |

**Exhibit 3**

**Zone A**

**[to come]**