

CIRCULAR DATED 9 JULY 2014

THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.

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If you have sold or transferred all your units in AIMS AMP Capital Industrial REIT (“**AACI REIT**”, and the units in AACI REIT, the “**Units**”), you should immediately forward this Circular, together with the Notice of Extraordinary General Meeting and the accompanying instrument appointing a proxy or proxies (the “**Proxy Form**”) in this Circular, to the purchaser or transferee or to the bank, stockbroker or other agent through whom the sale or transfer was effected, for onward transmission to the purchaser or transferee.



AIMS AMP CAPITAL INDUSTRIAL REIT

(a unit trust constituted in the Republic of Singapore pursuant to a trust deed dated 5 December 2006 (as amended))

MANAGED BY

AIMS AMP CAPITAL INDUSTRIAL REIT MANAGEMENT LIMITED

CIRCULAR TO UNITHOLDERS

IN RELATION TO:

THE PROPOSED ENTRY INTO THE MASTER PROPERTY MANAGEMENT AGREEMENT

**Independent Financial Adviser to the Trustee, the Audit, Risk and Compliance Committee
and the Independent Directors of the Manager**



CIMB BANK BERHAD (13491-P)

SINGAPORE BRANCH

(Incorporated in Malaysia)

IMPORTANT DATES AND TIMES FOR UNITHOLDERS

Last date and time for lodgement of Proxy Forms	: 28 July 2014 at 3.00 p.m.
Date and time of Extraordinary General Meeting	: 30 July 2014 at 3.00 p.m. (or as soon thereafter following the conclusion or adjournment of the Annual General Meeting of AACI REIT to be held at 2.00 p.m. on the same day and at the same place)
Place of Extraordinary General Meeting	: Amara Singapore, Level 3, Ballroom 2 165 Tanjong Pagar Road Singapore 088539

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CORPORATE INFORMATION

Directors of AIMS AMP Capital Industrial REIT Management Limited (the manager of AACI REIT (the “Manager”))	:	Mr George Wang (Non-Executive, Non-Independent Chairman) Mr Tan Kai Seng (Lead Independent, Non-Executive Director and Chairman of the Audit, Risk and Compliance Committee) Mr Norman Ip Ka Cheung (Independent, Non-Executive Director and Member of the Audit, Risk and Compliance Committee) Mr Eugene Paul Lai Chin Look (Independent, Non-Executive Director) Mr Simon Laurence Vinson (Non-Executive, Non-Independent Director and Member of the Audit, Risk and Compliance Committee) Mr Nicholas Paul McGrath (Non-Executive, Non-Independent Director) Ms Moni XinYe An (Non-Executive, Non-Independent Director) Mr Koh Wee Lih (Executive Director and Chief Executive Officer)
Registered office of the Manager	:	1 George Street #23-03 Singapore 049145
Trustee of AACI REIT (the “Trustee”)	:	HSBC Institutional Trust Services (Singapore) Limited 21 Collyer Quay #10-02 HSBC Building Singapore 049320
Legal Adviser to the Manager	:	Allen & Gledhill LLP One Marina Boulevard #28-00 Singapore 018989
Legal Adviser to the Trustee	:	Rodyk & Davidson LLP 80 Raffles Place #33-00 UOB Plaza 1 Singapore 048624
Unit Registrar and Unit Transfer Office (the “Unit Registrar”)	:	Boardroom Corporate & Advisory Services Pte. Ltd. 50 Raffles Place #32-01 Singapore Land Tower Singapore 048623
Independent Financial Adviser to the Trustee, the Audit, Risk and Compliance Committee and the Independent Directors of the Manager (the “IFA”)	:	CIMB Bank Berhad, Singapore Branch 50 Raffles Place #09-01 Singapore Land Tower Singapore 048623

LETTER TO UNITHOLDERS

AIMS AMP CAPITAL INDUSTRIAL REIT

(Constituted in the Republic of Singapore
pursuant to a trust deed dated 5 December 2006 (as amended))

Directors and Chief Executive Officer of the Manager

Mr George Wang (Non-Executive, Non-Independent Chairman)
Mr Tan Kai Seng (Lead Independent, Non-Executive Director and
Chairman of the Audit, Risk and Compliance Committee)
Mr Norman Ip Ka Cheung (Independent, Non-Executive Director and
Member of the Audit, Risk and Compliance Committee)
Mr Eugene Paul Lai Chin Look (Independent, Non-Executive Director)
Mr Simon Laurence Vinson (Non-Executive, Non-Independent Director and
Member of the Audit, Risk and Compliance Committee)
Mr Nicholas Paul McGrath (Non-Executive, Non-Independent Director)
Ms Moni XinYe An (Non-Executive, Non-Independent Director)
Mr Koh Wee Lih (Executive Director and Chief Executive Officer)

Registered Office

1 George Street
#23-03
Singapore 049145

9 July 2014

To: Unitholders of AIMS AMP Capital Industrial REIT

Dear Sir/Madam

1. SUMMARY OF APPROVAL SOUGHT

The existing property management agreement dated 16 March 2007 (as amended) and the existing property management agreement – 2 dated 24 December 2009 (as amended) (collectively, the “**Existing Property Management Agreements**”) entered into between the Trustee, the Manager and AIMS AMP Capital Property Management Pte. Ltd. (formerly known as MacarthurCook Property Management Pte. Ltd.) (the “**Property Manager**”) in connection with the provision of property management services for the properties of AACI REIT held by the Trustee on behalf of AACI REIT will expire on 19 April 2015.

The Manager is therefore seeking approval from unitholders of AACI REIT (“**Unitholders**”) for the proposed entry into a master property management agreement (the “**Master Property Management Agreement**”) between the Trustee, the Manager and the Property Manager, pursuant to which the Property Manager would be appointed for a further 10 years as the property manager for all the existing Singapore properties and/or subsequently acquired properties of AACI REIT which are/are to be held (whether directly or indirectly) by the Trustee on behalf of AACI REIT, subject to the overall management of the Manager, by way of an Ordinary Resolution¹ at an extraordinary general meeting to be held at the Amara Singapore, Level 3, Ballroom 2, 165 Tanjong Pagar Road, Singapore 088539 at 3.00 p.m. on Wednesday, 30 July 2014 (or as soon thereafter following the conclusion or adjournment of the Annual General Meeting of AACI REIT to be held at 2.00 p.m. on the same day and at the same place) (the “**Extraordinary General Meeting**”).

1 “**Ordinary Resolution**” means a resolution proposed and passed as such by a majority being 50.0% or more of the total number of votes cast for and against such resolution at a meeting of Unitholders convened in accordance with the provisions of the trust deed dated 5 December 2006 constituting AACI REIT (as amended) (“**Trust Deed**”).

2. THE PROPOSED ENTRY INTO THE MASTER PROPERTY MANAGEMENT AGREEMENT

2.1 The Existing Property Management Agreements

The AACI REIT properties under the management of the Property Manager pursuant to the Existing Property Management Agreements as at the Latest Practicable Date are 27 Penjuru Lane, 8 & 10 Pandan Crescent, 10 Changi South Lane, 11 Changi South Street 3, 61 Yishun Industrial Park A, 103 Defu Lane 10, 7 Clementi Loop, 15 Tai Seng Drive, 1 Bukit Batok Street 22, 20 Gul Way, 3 Tuas Avenue 2, 8 & 10 Tuas Avenue 20, 8 Senoko South Road, 10 Soon Lee Road, 26 Tuas Avenue 7, 1 Kallang Way 2A, 135 Joo Seng Road, 541 Yishun Industrial Park A, 2 Ang Mo Kio Street 65, 3 Toh Tuck Link, 30 & 32 Tuas West Road, 23 Tai Seng Drive, 56 Serangoon North Avenue 4, 1A International Business Park, 29 Woodlands Industrial Park E1, being all of the properties of AACI REIT located in Singapore (each an “**Existing Managed Property**” and collectively, the “**Existing Managed Properties**”). Under the Existing Property Management Agreements, the Property Manager operates, maintains, manages and markets each of the Existing Managed Properties for and on behalf of the Trustee and the Manager. The Existing Property Management Agreements will expire on 19 April 2015.

2.2 The proposed entry into the Master Property Management Agreement

In view of the impending expiry of the Existing Property Management Agreements, and to streamline all the Existing Property Management Agreements, it is proposed that the Master Property Management Agreement be entered into between the Trustee, the Manager and the Property Manager to supersede the Existing Property Management Agreements upon the obtaining of Unitholders’ approval at the Extraordinary General Meeting for the proposed entry into the Master Property Management Agreement, i.e. on or around 1 August 2014. To this end, it is provided under the proposed Master Property Management Agreement that all the Existing Managed Properties shall be subsumed under the proposed Master Property Management Agreement.

The terms of the proposed Master Property Management Agreement will be based on and substantially similar to the existing terms under the Existing Property Management Agreements.

Assuming the obtaining of Unitholders’ approval at the Extraordinary General Meeting for the proposed entry into the Master Property Management Agreement, the Trustee, the Manager and the Property Manager intend to execute the proposed Master Property Management Agreement on or around 1 August 2014 and the proposed Master Property Management Agreement will supersede the Existing Property Management Agreements and take immediate effect from then on. In accordance with the terms of the proposed Master Property Management Agreement, the Property Manager (a) agrees to continue to manage all the Existing Managed Properties, and (b) further agrees to manage any properties subsequently acquired thereafter by AACI REIT which are to be held (whether directly or indirectly) by the Trustee on behalf of AACI REIT (each a “**Subsequently Acquired Property**”, and together with the Existing Managed Properties, each a “**Master PMA Managed Property**” and collectively, the “**Master PMA Managed Properties**”) for a period of 10 years from the date of the Master Property Management Agreement (the “**Master PMA Term**”).

Under the Master Property Management Agreement, the Master PMA Managed Properties (whether directly or indirectly) held by the Trustee on behalf of AACI REIT will be managed by the Property Manager in accordance with the terms of the Master Property Management Agreement. The proposed Master Property Management Agreement provides that in respect of each Master PMA Managed Property, the Trustee¹, the Manager and the Property Manager will also enter into individual property management agreements and such individual property management agreement is not considered a separate and distinct transaction from the proposed Master Property Management Agreement as the terms of such individual property management agreement mirror and document, and do not contradict, the agreed fee structure and other terms and conditions set out in the Master Property Management Agreement given that the form of the individual property management agreement is set out in the annexure to the Master Property Management Agreement. For the avoidance of doubt, Unitholders' approval for the entry into the proposed Master Property Management Agreement with the Property Manager shall also extend to, and be deemed to be, approval for the entry into any such individual property management agreement as described above.

Under the proposed Master Property Management Agreement, all fees and reimbursements payable to the Property Manager pursuant to each Master PMA Managed Property thereunder remains unchanged from under the Existing Property Management Agreements as set out below:

2.2.1 Property Management Services

For property management services provided by the Property Manager for each Master PMA Managed Property, the Property Manager shall be entitled to receive from the Trustee, for each Fiscal Year², a fee of 2.0% per annum of the Rental Income³ of the relevant Master PMA Managed Property.

2.2.2 Lease Management Fees

For lease management services provided by the Property Manager for each Master PMA Managed Property, the Property Manager shall be entitled to receive from the Trustee, for each Fiscal Year, a fee of 1.0% per annum of the Rental Income of the relevant Master PMA Managed Property.

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- 1 In the case of a Subsequently Acquired Property held by a wholly-owned special purpose vehicle (the "**SPV**") of the Trustee on behalf of AACI REIT, the Trustee, the Manager, such SPV and the Property Manager will be the parties entering into the individual property management agreement in respect of such Subsequently Acquired Property.
 - 2 For the purposes of calculating the fees payable to the Property Manager, "**Fiscal Year**" means in respect of a Master PMA Managed Property, any period of 12 months commencing on 1 April and ending on 31 March except that (where applicable) the first fiscal year shall commence on the date of the Master Property Management Agreement or (as the case may be) the acquisition date of each Master PMA Managed Property and shall end on 31 March of that fiscal year and the last fiscal year shall end on the date of expiry of the Master PMA Term. For the avoidance of doubt, in the event that the Property Manager only manages such Master PMA Managed Property for less than a Fiscal Year, such fees payable to the Property Manager will be pro-rated based on the number of days which the Property Manager manages such Master PMA Managed Property divided by the number of days in such year.
 - 3 For the purposes of calculating the fees payable to the Property Manager, "**Rental Income**" means the net rental income, after rent rebates and provisions for rent free periods (if applicable).

2.2.3 Property Tax Services Fees

In addition, in relation to the services provided by the Property Manager, in respect of property tax objections submitted to the tax authorities on any proposed annual value of a Master PMA Managed Property, the Property Manager is entitled to receive from the Trustee, the following fees if as a result of such objections, the proposed annual value is reduced resulting in a property tax savings for the relevant Master PMA Managed Property:

	Proposed Annual Value	Fee
(a)	S\$1.0 million or less	7.5% of the property tax savings
(b)	More than S\$1.0 million but does not exceed S\$5.0 million	5.5% of the property tax savings
(c)	More than S\$5.0 million	5.0% of the property tax savings

For the avoidance of doubt, the payment of fees set out above is a lump sum fixed fee based on the property tax savings calculated on a 12-month period.

2.2.4 Marketing Services

For marketing services provided for a Master PMA Managed Property, the Property Manager is entitled to receive from the Trustee (save for any tenancies pursuant to an automatic, unconditional renewal on the same terms and conditions of any existing tenancies), the following marketing services commission of:

	Length of Tenancy Secured	Commission Payable
(a)	Three years or less	One month's Gross Rental Revenue ¹
(b)	More than three years	Two months' Gross Rental Revenue
	Length of Tenancy Renewed	Commission Payable
(c)	Three years or less	Half month's Gross Rental Revenue
(d)	More than three years	One month's Gross Rental Revenue

If a third party agent secures a tenancy, the Property Manager will be responsible for all marketing services commissions payable to such third party agent, and the Property Manager shall be entitled to receive from the Trustee the following marketing services commission of:

	Length of Tenancy Secured	Commission Payable
(a)	Three years or less	1.2 months' Gross Rental Revenue
(b)	More than three years	2.4 months' Gross Rental Revenue

¹ For the purposes of calculating the fees payable to the Property Manager, "**Gross Rental Revenue**" comprises (a) Rental Income; (b) service charge and (c) reimbursements which are the contributions paid by the tenant(s) towards covering the operating maintenance expenses of the properties of AACI REIT and licence fees (where applicable).

2.2.5 Project Management Services

For the project management services provided for a Master PMA Managed Property, the Property Manager shall be entitled to receive from the Trustee the following fees for the development or redevelopment (if not prohibited by the Property Funds Appendix¹ or if otherwise permitted by the MAS), the refurbishment, retrofitting and renovation works on a Master PMA Managed Property:

	Amount of Construction Costs	Fee
(a)	S\$2.0 million or less	3.0% of the Construction Costs ²
(b)	Exceed S\$2.0 million but do not exceed S\$20.0 million	2.0% of the Construction Costs
(c)	Exceed S\$20.0 million but do not exceed S\$50.0 million	1.5% of the Construction Costs
(d)	Exceed S\$50.0 million	To be mutually agreed by the parties

2.2.6 Reimbursements

In addition to the fees set out in paragraph 2 of this Circular, the Property Manager will be fully reimbursed by the Trustee, following the recommendation of the Manager, for the employment costs and remuneration relating to the employees of the Property Manager engaged solely and exclusively for management of its Master PMA Managed Property, as approved in each annual budget of the relevant Master PMA Managed Property.

2.2.7 Expenses (Utilisation of the Operating Account)

The Property Manager is authorised to utilise funds deposited in operating accounts maintained in the name of the Trustee to make payment of all costs and expenses incurred in the operation, maintenance, management and marketing of such Master PMA Managed Property, within the budget approved in the annual budget for such Master PMA Managed Property.

(Certain other key terms and conditions of the proposed Master Property Management Agreement are set out in **Appendix A** to this Circular. You are advised to read paragraph 2 of the Circular together with **Appendix A** to this Circular carefully and in their entirety.)

1 “**Property Funds Appendix**” means the Property Funds Appendix in Appendix 6 of the Code on Collective Investment Schemes issued by the Monetary Authority of Singapore (the “**MAS**”).

2 For the purposes of calculating the fees payable to the Property Manager, “**Construction Costs**” means all construction costs and expenditure valued by the quantity surveyor engaged by the Trustee for each project, excluding development charges, differential premiums, statutory payments, consultants’ professional fees and goods and services tax. For the avoidance of doubt, the definition of “**Construction Costs**” remains the same as what has been set out in the Existing Property Management Agreements and the prospectus of AACI REIT dated 12 April 2007.

3. THE RATIONALE FOR THE PROPOSED ENTRY INTO THE MASTER PROPERTY MANAGEMENT AGREEMENT

The Manager is of the view that the entry into the proposed Master Property Management Agreement with the Property Manager will ensure that there will be seamless continuity in the management of the Existing Managed Properties after the expiry of the Existing Property Management Agreements and that the appropriate resources will continue to be deployed in respect of the management of the Existing Managed Properties. The Manager therefore believes that the entry into the proposed Master Property Management Agreement will be beneficial to AACI REIT and Unitholders.

In reaching its views set out above, the Manager had considered the following:

3.1 The Proven Track Record of the Property Manager

3.1.1 A Healthy and Stable Occupancy Rate

The Property Manager has, under the direction of the Manager, helped to ensure that the occupancy rate of AACI REIT's portfolio remained healthy and stable over the years and above the industrial average occupancy as illustrated by the table below:

	FY2008	FY2009	FY2010	FY2011	FY2012	FY2013	FY2014
Occupancy Rates (%)	100.0	98.6	96.0	99.0	99.2	96.1	97.0 ¹
Industrial average occupancy (%)	93.3 ²	91.5 ²	91.2 ²	93.0 ²	93.8 ²	93.0 ²	91.6 ³
Master lease by Rental Income (%)	97.2	93.2	86.2	88.1	82.0	57.0	44.2

1 The occupancy rate for FY2014 includes Optus Centre in New South Wales, Australia which was acquired on 7 February 2014.

2 The industrial average is the average of the factory and warehouse spaces occupancy rates as extracted from the statistics reports published by the Urban Redevelopment Authority of Singapore for the relevant period. The Urban Redevelopment Authority of Singapore has not provided its consent to the inclusion of the information extracted from the relevant reports published by it and therefore is not liable for such information. While the Manager has taken reasonable actions to ensure that the information from the relevant reports published by the Urban Redevelopment Authority of Singapore are reproduced in their proper form and context, and that the information is extracted accurately and fairly from such reports, neither the Manager nor any other party has conducted an independent review of the information contained in such reports nor verified the accuracy of the contents of the relevant information.

3 The industrial average occupancy rates as extracted from the statistics reports published by JTC Corporation. JTC Corporation has not provided its consent to the inclusion of the information extracted from the relevant reports published by it and therefore is not liable for such information. While the Manager has taken reasonable actions to ensure that the information from the relevant reports published by JTC Corporation are reproduced in their proper form and context, and that the information is extracted accurately and fairly from such reports, neither the Manager nor any other party has conducted an independent review of the information contained in such reports nor verified the accuracy of the contents of the relevant information.

3.1.2 Positive Rental Renewal Rates

The Property Manager has, under the direction of the Manager, helped secure weighted average rent increase on the lease renewals. The successful leasing track record is illustrated as follows:

	No. of new/ renewal leases	Area (sq m)	Net lettable area (%)	Positive rental renewal (%)
FY2012	53	90,951.5	19.9	10-15
FY2013	81	149,572.6	31.2	9.5-23.5
FY2014	64	50,261.4	9.0	15.8

In addition, the lease expiry profile has been improved to not more than 25% of leases expiring in a single year.

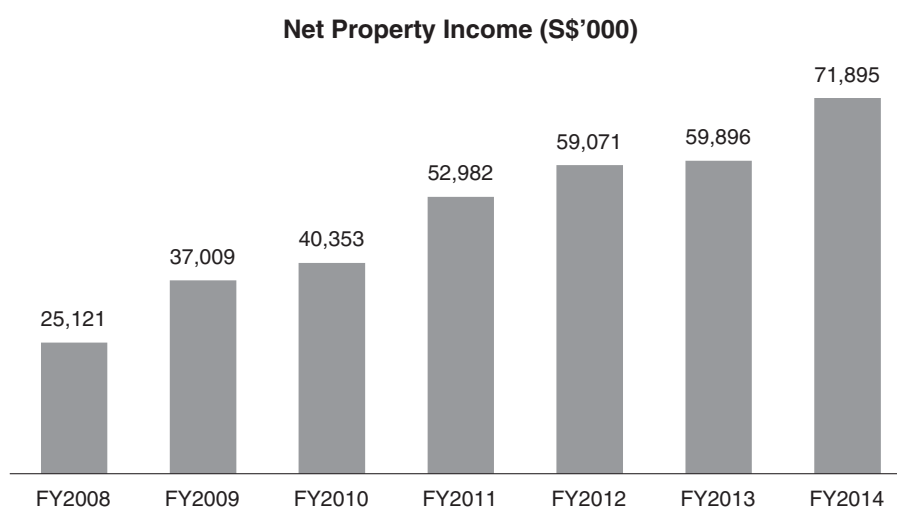
3.1.3 Reduced Tenant Concentration Risk

The Property Manager has also, under the direction of the Manager, reduced tenant concentration risk in AACI REIT's portfolio as illustrated by the table below:

	As at IPO (19 April 2007)	FY2008	FY2009	FY2010	FY2011	FY2012	FY2013	FY2014
No. of tenants	12	27	25	49	71	70	141	141
Rental Income from top ten tenants (%)	94.3	69.9	67.3	73.4	72.1	72.5	47.8	47.7

3.1.4 Increased Net Property Income of AACI REIT

During the term of the Existing Property Management Agreements, the Property Manager had consistently contributed to the steady net property income growth of AACI REIT since 2007, as illustrated by the table below:



3.2 The Experienced Operations Team of the Property Manager

The Property Manager has an experienced team of management and staff who have been involved in the various day-to-day property management functions as well as capital upgrading works for AACI REIT since the initial public offering of AACI REIT in 2007.

At the instruction of the Manager, the team has also successfully executed asset enhancement initiatives (“**AEIs**”, each an “**AEI**”) implemented at the various properties since then, resulting in incremental net property income and ultimately enhancing the capital value of AACI REIT’s portfolio. Such successful AEIs managed by the Property Manager include the completion of the 20 Gul Way Phase One and Phase Two redevelopment in October 2012 and May 2013 respectively, which transformed 20 Gul Way from a cluster of 10 single storey buildings with an underutilised plot ratio into a high value purpose built five-storey ramp up warehouse facility which maximises the existing plot ratio from 0.46 to 1.4. Pursuant to the receipt of the approval from the Urban Redevelopment Authority of Singapore to increase the plot ratio of 20 Gul Way from 1.4 to 2.0, the Property Manager had embarked on further development and completed the 20 Gul Way Phase Two Extension development on 14 June 2014, which adds approximately 123,254 square feet (subject to final survey) of gross floor area to 20 Gul Way, bringing the total gross floor area for the 20 Gul Way Phase One, Phase Two and Phase Two Extension development to approximately 1,282,790 square feet. In addition, the Property Manager has successfully completed and delivered the 103 Defu Lane 10 redevelopment on 28 May 2014, which involves converting a two-storey warehouse with three-storey office building into a six-storey industrial facility with sheltered car parking and display area on the first storey, increasing its plot ratio from 1.2 to the maximum of 2.5.

The Property Manager is currently working closely with the Manager on the on-going 20 Gul Way Phase Three development and to ensure the timely delivery of the development and its adherence to the projected budget. Upon completion, the total gross floor area of 20 Gul Way will be approximately 1,656,485 square feet.

On 22 May 2014, AACI REIT announced that it had entered into an agreement with its tenant, Aalst Chocolate Pte Ltd to undertake customised AEI at 26 Tuas Avenue 7. The Property Manager will be managing this AEI.

As such, the Manager believes the re-appointment of the Property Manager pursuant to the proposed Master Property Management Agreement will help ensure continuity in the management of AACI REIT’s present and future portfolio.

3.3 Competitive Property Management Fee

Unitholders are advised to refer to the letter from the IFA to the Trustee, the Audit, Risk and Compliance Committee and the Independent Directors of the Manager (the “**IFA Letter**”) set out in **Appendix B** of this Circular for the IFA’s evaluation of the property management fees payable under the Master Property Management Agreement.

3.4 Economies of Scale

The Property Manager is currently managing the 25 Existing Managed Properties in Singapore and as a result, it enjoys economies of scale in Singapore in the procurement of goods and services required for the maintenance of the Existing Managed Properties in Singapore. Any cost savings achieved through such economies of scale are expected to translate into potential lower operating costs for these Existing Managed Properties and AACI REIT.

3.5 Pro-active solutions

The Property Manager has over the years provided pro-active solutions to reduce operating expenses (e.g. bulk tendering of property services and bulk purchase of electricity etc.) and to improve cost efficiency and the Manager believes that the Property Manager, if re-appointed, will continue to provide pro-active solutions beneficial to AACI REIT and Unitholders.

4. INTERESTED PERSON TRANSACTION

Under Chapter 9 of the Listing Manual, where AACI REIT proposes to enter into an interested person transaction¹ 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 person¹ during the same financial year) is equal to or exceeds 5.0% of the AACI REIT's latest audited net tangible assets ("**NTA**"), Unitholders' approval is required in respect of the transaction.

As at 2 July 2014, being the latest practicable date prior to the issue of this Circular (the "**Latest Practicable Date**"), the Sponsors, AIMS Financial Group² and AMP Capital³, each hold a 50.0% stake in the Manager and are therefore regarded as "Controlling Shareholders⁴" of the Manager. In addition, the Sponsors collectively hold an aggregate indirect interest in 101,881,799 Units, which is equivalent to approximately 16.4% of the total number of Units in issue as at the Latest Practicable Date. The Property Manager, being 50.0% owned by AIMS Financial Group and 50.0% owned by AMP Capital, is accordingly an associate of a Controlling Shareholder of the Manager and an "interested person" of AACI REIT under Chapter 9 of the Listing Manual of the SGX-ST (the "**Listing Manual**").

Therefore, the proposed entry into the Master Property Management Agreement will constitute an "interested person transaction" under Chapter 9 of the Listing Manual.

Based on the audited financial statements of AACI REIT for the financial year ended 31 March 2014, the NTA of AACI REIT was S\$911.9 million as at 31 March 2014. Accordingly, if the value of a transaction which is proposed to be entered into in the current financial year by AACI REIT with an interested person is, either in itself or in aggregate with all other earlier transactions (each of a value equal to or greater than S\$100,000) entered into with the same interested person during the current financial year, equal to or in excess of S\$45.6 million, such a transaction would be subject to Unitholders' approval.

The total value of the Existing Property Management Agreements from FY2008 to FY2014 was approximately S\$25.5 million or 2.79% of the NTA of AACI REIT as at 31 March 2014 over a 7 year term period. The value of the Existing Property Management Agreements for FY2014 was S\$8.3 million or 0.91% of the NTA of AACI REIT as at 31 March 2014. Given that, on a pro forma basis, the value of the proposed Master Property Management Agreement is approximately 9.1% of the NTA of AACI REIT as at 31 March 2014 for a 10 year term period (i.e. 0.91% of the NTA per annum), such a transaction would accordingly be subject to Unitholders' approval.

1 Has the meaning ascribed to it in the Listing Manual.

2 AIMS Financial Group refers to AIMS Group Holding Pty Ltd and its subsidiaries.

3 AMP Capital refers to AMP Capital Holdings Limited and its subsidiaries.

4 "**Controlling Shareholder**" means a person who:

- (a) holds directly or indirectly 15.0% or more of the total number of issued shares excluding treasury shares in the company; or
- (b) in fact exercises control over a company.

Should Unitholders' approval be obtained for the Master Property Management Agreement, the fees payable pursuant to the Master Property Management Agreement shall not be subject to aggregation or further Unitholders' approval requirements under Rules 905 and 906 of the Listing Manual to the extent that there is no subsequent change to the rates and/or bases of the property management fees and related expenses thereunder which are adverse to AACI REIT.

Assuming the obtaining of Unitholders' approval at the Extraordinary General Meeting for the proposed entry into the Master Property Management Agreement, the Trustee, the Manager and the Property Manager intend to execute the proposed Master Property Management Agreement on or around 1 August 2014 and the proposed Master Property Management Agreement will supersede the Existing Property Management Agreements and take immediate effect from then on.

Prior to the Latest Practicable Date, AACI REIT had not entered into any interested person transactions with the Sponsors and their subsidiaries during the course of the current financial year, which are the subject of aggregation with the Master Property Management Agreement pursuant to Rules 905 and 906 of the Listing Manual.

5. ADVICE OF THE IFA

The Manager has appointed CIMB Bank Berhad, Singapore Branch as the IFA to advise the Trustee, the Audit, Risk and Compliance Committee and the Independent Directors of the Manager in relation to the proposed Master Property Management Agreement. A copy of the IFA Letter, containing its advice in full, is set out in **Appendix B** of this Circular and Unitholders are advised to read the IFA Letter carefully.

Based on the evaluation undertaken by the IFA and subject to the qualifications and assumptions made in the IFA Letter, the IFA is of the opinion that the terms of the proposed Master Property Management Agreement are on normal commercial terms and are not prejudicial to the interests of AACI REIT and its minority Unitholders. The IFA is accordingly of the view that the Audit, Risk and Compliance Committee and the Independent Directors of the Manager can recommend that Unitholders vote in favour of the resolution at the Extraordinary General Meeting.

6. INTERESTS OF DIRECTORS, SUBSTANTIAL UNITHOLDERS¹ AND CONTROLLING UNITHOLDERS²

6.1 Unitholdings of the Directors

As at the Latest Practicable Date, the details of the unitholdings of the Directors are as follows:

Name of Director	Number of Units			% of total issued Units
	Direct Interest	Deemed Interest	Total Interest	
Mr George Wang ⁽¹⁾	–	44,621,780	44,621,780	7.184
Mr Norman Ip Ka Cheung	158,625	–	158,625	0.026
Ms Moni XinYe An ⁽²⁾	–	82,250	82,250	0.013
Mr Nicholas Paul McGrath	47,175	–	47,175	0.008

1 "Substantial Unitholder" refers to a person with an interest in one or more Units constituting not less than 5.0% of all Units in issue.

2 "Controlling Unitholder" refers to a person with an interest in one or more Units constituting not less than 15.0% of all Units in issue.

Notes:

- (1) Deemed to have an interest in Units held by AIMS Financial Holding Limited and Units held by a fund managed by AIMS Fund Management Limited.
- (2) Deemed to have an interest in Units held by Aretean Pty Ltd.

6.2 Unitholdings of Substantial Unitholders

As at the Latest Practicable Date, the details of the unitholdings of the Substantial Unitholders, as listed in the register of Substantial Unitholders maintained by the Manager are as follows:

Name of Unitholder	Number of Units			% of total issued Units
	Direct Interest	Deemed Interest	Total Interest	
Dragon Pacific Assets Limited	71,665,601	–	71,665,601	11.54
AMP Limited ⁽¹⁾	–	57,260,019	57,260,019	9.22
AMP Group Holdings Limited ⁽¹⁾	–	57,260,019	57,260,019	9.22
AMP Holdings Limited ⁽¹⁾	–	57,260,019	57,260,019	9.22
AMP Capital Holdings Limited ⁽¹⁾	–	57,260,019	57,260,019	9.22
APG Algemene Pensioen Groep N.V.	55,613,842	–	55,613,842	8.95
Mr George Wang ⁽²⁾	–	44,621,780	44,621,780	7.18
AIMS Capital Holdings Pty Ltd ⁽²⁾	–	44,621,780	44,621,780	7.18
AIMS Group Holding Pty Ltd ⁽²⁾	–	44,621,780	44,621,780	7.18
AIMS Capital Management Limited ⁽³⁾	–	41,133,509	41,133,509	6.62
AIMS Financial Holding Limited	41,133,509	–	41,133,509	6.62
J.P. Morgan Chase & Co. ⁽⁴⁾	–	40,174,171	40,174,171	6.47
JF Asset Management Limited	37,422,783	–	37,422,783	6.02
Universities Superannuation Scheme Limited	31,448,604	–	31,448,604	5.06
Mr Chan Wai Kheong ⁽⁵⁾	8,133,000	22,930,197	31,063,197	5.00

Notes:

- (1) Deemed to have an interest in Units held by AMP Capital Investors (Luxembourg No. 4) S.A.R.L (which is held through BNP Paribas Securities Services, Singapore Branch) and Units held by a fund managed by AMP Capital Investors Limited.
- (2) Deemed to have an interest in Units held by AIMS Financial Holding Limited and Units held by a fund managed by AIMS Fund Management Limited.
- (3) Deemed to have an interest in Units held by AIMS Financial Holding Limited.
- (4) Deemed to have an interest in Units held by JF Asset Management Limited and other J.P. Morgan affiliates.
- (5) Deemed to have an interest in Units held by Splendid Asia Macro Fund.

6.3 Interests of Directors, Substantial Unitholders and Controlling Unitholders in the proposed entry into the Master Property Management Agreement

Save as disclosed in this Circular and based on information available to the Manager as at the Latest Practicable Date, none of the Directors, Substantial Unitholders or Controlling Unitholders has an interest, direct or indirect, in the proposed entry into the Master Property Management Agreement.

7. RECOMMENDATION

Based on the rationale for the proposed entry into the Master Property Management Agreement as set out above, the Audit, Risk and Compliance Committee and the Independent Directors of the Manager (having also considered the opinion and view of the IFA as set out in the IFA Letter in **Appendix B** to this Circular) believe that the terms of the proposed Master Property Management Agreement are on normal commercial terms and are not prejudicial to the interests of AACI REIT and its minority Unitholders.

Accordingly, the Audit, Risk and Compliance Committee and the Independent Directors of the Manager recommend that Unitholders vote in favour of the resolution at the Extraordinary General Meeting.

8. EXTRAORDINARY GENERAL MEETING

The Extraordinary General Meeting will be held at the Amara Singapore, Level 3, Ballroom 2, 165 Tanjong Pagar Road, Singapore 088539 at 3.00 p.m. on Wednesday, 30 July 2014 (or as soon thereafter following the conclusion or adjournment of the Annual General Meeting of AACI REIT to be held at 2.00 p.m. on the same day and at the same place) for the purpose of considering and, if thought fit, passing with or without modification, the resolution set out in the Notice of Extraordinary General Meeting, which is set out on page C-1 of this Circular. The purpose of this Circular is to provide Unitholders with relevant information about the resolution.

A Depositor shall not be regarded as a Unitholder entitled to attend the Extraordinary General Meeting and to speak and vote at the Extraordinary General Meeting unless he is shown to have Units entered against his name in the Depository Register, as certified by The Central Depository (Pte) Limited (“CDP”) as at 48 hours before the Extraordinary General Meeting.

9. PROHIBITION ON VOTING

Rule 919 of the Listing Manual prohibits interested persons and their associates (as defined in the Listing Manual) from voting on a resolution in relation to a matter in respect of which such persons are interested in at the Extraordinary General Meeting.

The Sponsors and their associates (including the Manager) are prohibited from voting, and will therefore not be voting, on the proposed resolution at the Extraordinary General Meeting.

10. ACTION TO BE TAKEN BY UNITHOLDERS

Unitholders will find enclosed in this Circular the Notice of Extraordinary General Meeting and the Proxy Form.

If a Unitholder is unable to attend the Extraordinary General Meeting and wishes to appoint a proxy to attend and vote on his behalf, he should complete, sign and return the enclosed Proxy Form in accordance with the instructions printed thereon as soon as possible and, in

any event, so as to reach the Unit Registrar's office at Boardroom Corporate & Advisory Services Pte. Ltd., 50 Raffles Place #32-01, Singapore Land Tower, Singapore 048623, no later than 3.00 p.m. on 28 July 2014, being 48 hours before the time fixed for the Extraordinary General Meeting. The completion and return of the Proxy Form by a Unitholder will not prevent him from attending and voting in person at the Extraordinary General Meeting if he so wishes.

Persons who have an interest in the approval of the resolution must decline to accept appointment as proxies unless the Unitholder concerned has specific instructions in his Proxy Form as to the manner in which his votes are to be cast in respect of the resolution.

11. DIRECTORS' RESPONSIBILITY STATEMENT

The Directors collectively and individually accept full responsibility for the accuracy of the information given in this Circular and confirm after making all reasonable enquiries that, to the best of their knowledge and belief, this Circular constitutes full and true disclosure of all material facts about the proposed Master Property Management Agreement, AACI REIT and its subsidiaries, and the Directors are not aware of any facts the omission of which would make any statement in this Circular misleading. Where information in this Circular has been extracted from published or otherwise publicly available sources or obtained from a named source, the sole responsibility of the Directors has been to ensure that such information has been accurately and correctly extracted from those sources and/or reproduced in this Circular in its proper form and context.

12. CONSENT

The IFA has given and has not withdrawn its written consent to the issue of this Circular with the inclusion of its name and the IFA Letter, and all references thereto, in the form and context in which they are included in this Circular.

13. DOCUMENTS ON DISPLAY

Copies of the following documents are available for inspection during normal business hours at the registered office of the Manager¹ at 1 George Street #23-03 Singapore 049145 from the date of this Circular up to and including the date falling three months after the date of this Circular:

- (i) the draft Master Property Management Agreement; and
- (ii) the IFA Letter.

The Trust Deed will also be available for inspection at the registered office of the Manager for so long as AACI REIT continues to be in existence.

Yours faithfully
AIMS AMP Capital Industrial REIT Management Limited
(as manager of AIMS AMP Capital Industrial REIT)

Koh Wee Lih
Executive Director and Chief Executive Officer

¹ Prior appointment would be appreciated.

IMPORTANT NOTICE

The value of Units and the income derived from them may fall as well as rise. Units are not obligations of, deposits in, or guaranteed by, the Manager or any of its affiliates. An investment in Units is subject to investment risks, including the possible loss of the principal amount invested. The past performance of AACI REIT or the Property Manager is not necessarily indicative of the future performance of AACI REIT or the Property Manager.

Investors have no right to request the Manager to redeem their Units while the Units are listed. It is intended that Unitholders may only deal in their Units through trading on the SGX-ST. Listing of the Units on the SGX-ST does not guarantee a liquid market for the Units.

This Circular may contain forward-looking statements that involve risks and uncertainties. Actual future performance, outcomes and results may differ materially from those expressed in forward-looking statements as a result of a number of risks, uncertainties and assumptions. Representative examples of these factors include (without limitation) general industry and economic conditions, interest rate trends, cost of capital and capital availability, competition from similar developments, shifts in expected levels of property rental income, changes in operating expenses (including employee wages, benefits and training costs), property expenses and governmental and public policy changes and the continued availability of financing in the amounts and the terms necessary to support future business. You are cautioned not to place undue reliance on these forward-looking statements, which are based on the Manager's current view of future events.

Distribution yields will vary accordingly for investors who purchase Units in the secondary market. The major assumptions are certain expected levels of property rental income and property expenses over the relevant periods, which are considered by the Manager to be appropriate and reasonable as at the date of the Circular.

If you have sold or transferred all your Units, you should immediately forward this Circular, together with the Notice of Extraordinary General Meeting and the accompanying Proxy Form, to the purchaser or transferee or to the bank, stockbroker or other agent through whom the sale or transfer was effected, for onward transmission to the purchaser or transferee.

GLOSSARY

In this Circular, the following definitions apply throughout unless otherwise stated:

AACI REIT	:	AIMS AMP Capital Industrial REIT, a unit trust constituted in the Republic of Singapore pursuant to a trust deed dated 5 December 2006 (as amended) and its subsidiaries
AEIs	:	Asset enhancement initiatives (each an “ AEI ”)
AIMS Financial Group	:	AIMS Group Holding Pty Ltd and its subsidiaries
AMP Capital	:	AMP Capital Holdings Limited and its subsidiaries
Annual General Meeting	:	The annual general meeting of Unitholders to be held at the Amara Singapore, Level 3, Ballroom 2, 165 Tanjong Pagar Road, Singapore 088539 at 2.00 p.m. on Wednesday, 30 July 2014, to approve the matters set out in the Notice of Annual General Meeting dated 9 July 2014
Board	:	The board of Directors of the Manager
CDP	:	The Central Depository (Pte) Limited
Circular	:	This circular to Unitholders dated 9 July 2014
Construction Costs	:	For the purposes of calculating the fees payable to the Property Manager, “ Construction Costs ” means all construction costs and expenditure valued by the quantity surveyor engaged by the Trustee for each project, excluding development charges, differential premiums, statutory payments, consultants’ professional fees and goods and services tax. For the avoidance of doubt, the definition of “ Construction Costs ” remains the same as what has been set out in the Existing Property Management Agreements and the prospectus of AACI REIT dated 12 April 2007
Controlling Shareholder	:	Means a person who: (a) holds directly or indirectly 15.0% or more of the total number of issued shares excluding treasury shares in the company; or (b) in fact exercises control over a company
Controlling Unitholder	:	A person with an interest in one or more Units constituting not less than 15.0% of all Units in issue
Director	:	A director of the Manager

Existing Managed Properties	:	The properties comprising the property portfolio of AACI REIT as at the Latest Practicable Date which are under the management of Property Manager are 27 Penjuru Lane, 8 & 10 Pandan Crescent, 10 Changi South Lane, 11 Changi South Street 3, 61 Yishun Industrial Park A, 103 Defu Lane 10, 7 Clementi Loop, 15 Tai Seng Drive, 1 Bukit Batok Street 22, 20 Gul Way, 3 Tuas Avenue 2, 8 & 10 Tuas Avenue 20, 8 Senoko South Road, 10 Soon Lee Road, 26 Tuas Avenue 7, 1 Kallang Way 2A, 135 Joo Seng Road, 541 Yishun Industrial Park A, 2 Ang Mo Kio Street 65, 3 Toh Tuck Link, 30 & 32 Tuas West Road, 23 Tai Seng Drive, 56 Serangoon North Avenue 4, 1A International Business Park, 29 Woodlands Industrial Park E1, being all of the properties of AACI REIT located in Singapore (each an “ Existing Managed Property ”)
Existing Property Management Agreements	:	The property management agreement dated 16 March 2007 (as amended) and the property management agreement – 2 dated 24 December 2009 (as amended)
Extraordinary General Meeting	:	The extraordinary general meeting of Unitholders to be held at the Amara Singapore, Level 3, Ballroom 2, 165 Tanjong Pagar Road, Singapore 088539 at 3.00 p.m. on Wednesday, 30 July 2014 (or as soon thereafter following the conclusion or adjournment of the Annual General Meeting of AACI REIT to be held at 2.00 p.m. on the same day and at the same place), to approve the matters set out in the Notice of Extraordinary General Meeting on page C-1 of this Circular
Fiscal Year	:	For the purposes of calculating the fees payable to the Property Manager, in respect of a Master PMA Managed Property, any period of 12 months commencing on 1 April and ending on 31 March except that (where applicable) the first fiscal year shall commence on the date of the Master Property Management Agreement or (as the case may be) the acquisition date of each Master PMA Managed Property and shall end on 31 March of that fiscal year and the last fiscal year shall end on the date of expiry of the Master PMA Term
Gross Rental Revenue	:	For the purposes of calculating the fees payable to the Property Manager, gross rental revenue comprises (a) Rental Income; (b) service charge and (c) reimbursements which are the contributions paid by the tenant(s) towards covering the operating maintenance expenses of the properties of AACI REIT and licence fees (where applicable)
IFA	:	The independent financial adviser to the Trustee, the Audit, Risk and Compliance Committee and the Independent Directors of the Manager
IFA Letter	:	The letter from the IFA to the Trustee, the Audit, Risk and Compliance Committee and the Independent Directors of the Manager containing its advice as set out in Appendix B of this Circular

interested person	:	Has the meaning ascribed to it in the Listing Manual
interested person transaction	:	Has the meaning ascribed to it in the Listing Manual
Latest Practicable Date	:	2 July 2014, being the latest practicable date prior to the issue of this Circular
Listing Manual	:	The Listing Manual of the SGX-ST
Manager	:	AIMS AMP Capital Industrial REIT Management Limited as manager of AACI REIT
Master PMA Managed Property	:	Refers to an Existing Managed Property or a Subsequently Acquired Property and “ Master PMA Managed Properties ” refers to all such properties
Master PMA Term	:	The period of 10 years commencing from the date of the Master Property Management Agreement, being the term for which the Master Property Management Agreement remains in force
Master Property Management Agreement	:	The master property management agreement proposed to be entered into between the Trustee, the Manager and the Property Manager, pursuant to which the Property Manager would be appointed as the property manager for the properties which are held by the Trustee on behalf of AACI REIT, subject to the overall management of the Manager
MAS	:	Monetary Authority of Singapore
NTA	:	Net tangible assets
Ordinary Resolution	:	A resolution proposed and passed as such by a majority being 50.0% or more of the total number of votes cast for and against such resolution at a meeting of Unitholders convened in accordance with the provisions of the Trust Deed
Property Funds Appendix	:	The Property Funds Appendix in Appendix 6 of the Code on Collective Investment Schemes issued by the MAS
Property Manager	:	AIMS AMP Capital Property Management Pte. Ltd.
Proxy Form	:	The instrument appointing a proxy or proxies
Rental Income	:	For the purposes of calculating the fees payable to the Property Manager, the net rental income in respect of the Master PMA Managed Property, after rental rebates and provisions for rent free periods (if applicable)
SGX-ST	:	Singapore Exchange Securities Trading Limited

Sponsors	:	AIMS Financial Group and AMP Capital as sponsors of AACI REIT, each a sponsor of AACI REIT
SPV	:	Special purpose vehicle
Subsequently Acquired Property	:	A property subsequently acquired by AACI REIT during the Master PMA Term and to be managed by the Property Manager in accordance with the terms of the Master Property Management Agreement
Substantial Unitholder	:	A person with an interest in one or more Units constituting not less than 5.0% of all Units in issue
Trust Deed	:	The trust deed dated 5 December 2006 constituting AACI REIT (as amended)
Trustee	:	HSBC Institutional Trust Services (Singapore) Limited, in its capacity as trustee of AACI REIT
Units	:	Units in AACI REIT, each representing an undivided interest in AACI REIT
Unitholders	:	Unitholders of AACI REIT whose securities accounts with CDP are credited with Units
Unit Registrar	:	The Unit Registrar and Unit Transfer Office, being Boardroom Corporate & Advisory Services Pte. Ltd.
S\$ or SGD	:	Singapore dollars
%	:	Per centum or percentage

The terms “Depositor” and “Depository Register” shall have the meanings ascribed to them respectively in Section 130A of the Companies Act, Chapter 50 of Singapore.

Words importing the singular shall, where applicable, include the plural and vice versa and words importing the masculine gender shall, where applicable, include the feminine and neuter genders. References to persons shall include corporations.

Any reference in this Circular to any enactment is a reference to that enactment for the time being amended or re-enacted.

Any reference to a time of day in this Circular shall be a reference to Singapore time unless otherwise stated.

Any discrepancies in the tables, graphs and charts between the listed amounts and totals thereof are due to rounding.

SUMMARY DETAILS OF THE PROPOSED MASTER PROPERTY MANAGEMENT AGREEMENT

For the information of the Unitholders, certain key terms and conditions of the proposed Master Property Management Agreement have been summarised as set out below¹. These key terms and conditions should be read together with the terms and conditions summarised in paragraph 2 of this Circular.

1. Services and duties of the Property Manager

With regard to each Master PMA Managed Property, the Property Manager shall during the Master PMA Term provide the following services:

Property Management Services

1.1 Property Management Services

- (i) Premises Hand-Over/Taking Over
 - (a) Managing incoming tenants;
 - (b) Ensuring that premises are in good tenantable condition prior to hand over;
 - (c) Conducting joint inspection with tenants prior to hand over and following up on any issues raised by tenants;
 - (d) Documenting all hand over records; and
 - (e) Upon expiry or giving up of premises by tenants, conducting joint inspection of premises with tenants and ensuring that reinstatement works are carried out accordingly.
- (ii) Tenants' Fitting Out
 - (a) Advising tenants on the procedures for setting up operations;
 - (b) Preparing all necessary base-building plans for hand over to tenants;
 - (c) Liaising with tenants' designers and contractors to explain the fitting out requirements of the building;
 - (d) Reviewing fitting out plans of tenants;

¹ In the case of a Subsequently Acquired Property held by a SPV of the Trustee on behalf of AACI REIT, the Trustee, the Manager, such SPV and the Property Manager will be the parties entering into the individual property management agreement in respect of such Subsequently Acquired Property and references to "the Trustee" in this Appendix A in relation to such individual property management agreement should include references to the SPV where applicable.

- (e) Approving, in compliance with relevant covenants of deed of mutual covenant of the development, government regulations and by-laws and the operational approval procedures laid down by the Manager, the design layout plans including but not limiting to plans of fire service electrical mechanical plumbing and drainage as shall be submitted by the prospective tenants or existing tenants, and unless otherwise agreed, such plans shall be reviewed and cleared by the Property Manager within 14 working days after submission;
 - (f) Procuring efficient co-ordination with the Manager, the contractors and relevant parties on all matters relating to the handing over or taking over of the premises and follow up rectification of defects; and
 - (g) Managing and supervising the fitting out works being carried out by the tenants.
- (iii) Customer Relationship Management
- (a) Maintaining close liaison with tenants;
 - (b) Maintaining a harmonious relationship between the tenants;
 - (c) Ensuring that reasonable efforts are used to take care of the needs of tenants and to follow up on any outstanding issues;
 - (d) Attending to and investigating any complaints/feedback/enquiries from tenants and shoppers promptly and feedback to tenants and shoppers on the outcome of investigation/action taken; and
 - (e) Informing and negotiating with tenants in relation to Charge-out Collections (as defined in the Master Property Management Agreement).
- (iv) Contract Management
- (a) Preparing specifications and documents (for the prior approval of the Manager) to call tenders for term contracts like security, cleaning, building and mechanical and electrical works, landscaping, pest control and any other contracts deemed necessary for the management of the property and negotiation of such contracts;
 - (b) Evaluating and recommending award of term contracts to the Manager;
 - (c) Establishing performance standards, job specifications and job duties of contractors under the cleaning, security and all other service contracts; and
 - (d) Supervising the overall performance of contractors to ensure that they will carry out their duties in strict compliance with job specifications.
- (v) Maintenance Management
- (a) Conducting regular inspections and schedule preventive maintenance for all facilities to forestall any disruption of services that may affect tenants' operations;

- (b) Arranging for all maintenance and repair items to be carried out quickly and efficiently either by the on-site technician or by contractors as shall be approved by the Manager and to supervise the works being carried out by such technician or appointed contractors. Disbursement per item, save and except routine monthly item not exceeding S\$2,000, must be subject to the prior approval of the Manager before commitment of the same. All disbursements including electricity and repair and maintenance expenses and such other expenses incurred from time to time shall be strictly on disbursement basis and to be supported by vouchers;
 - (c) Arranging for periodic checking and maintenance of the electrical mechanical fire service and plumbing installations in the property to ensure their compliance with any statutory requirements;
 - (d) Upon request by the Manager, or when necessary, draw up a programme for consideration of items to be undertaken to improve the services of the property and to appoint by means of competitive tendering, a reputable contractor to undertake such work upon approval of such improvement plan by the Manager;
 - (e) Ensuring good standard of cleanliness and security at all times;
 - (f) Liaising with term contractors and issuing work orders for the execution of maintenance and remedial works;
 - (g) Advising on the most suitable method of arranging security and if appropriate and necessary shall appoint by means of competitive tendering, a reputable security contractor and replace security staff if so requested by the Manager from time to time; and
 - (h) Managing and supervising the performance of contractors.
- (vi) Administrative Management
- (a) In conjunction with the insurance brokers or insurance advisers approved by the Manager, arranging and taking out for the benefit of the Trustee, insurances against fire, third party liability and other risks as approved by the Manager;
 - (b) Processing and administering claims under any insurance policy except in the case of a major or substantial claim, in which the Manager determines that a loss adjuster is necessary;
 - (c) Coordinating with relevant government departments, owners' incorporation or other public bodies/authorities which may from time to time become involved in the operations of the property, including submission of applications to the appropriate government or other competent authorities for all or any licences, certificates, permissions and consents required by any statutes, regulations, by-laws, rules or otherwise in connection with or otherwise relating to the operation, maintenance, management or improvement of the property, dealing and negotiating with the local government departments, owners' incorporation and public utility companies on behalf of the Trustee in connection with all matters relating to the supply of water, drainage, gas, electricity and other utilities and facilities to the property;

- (d) Attending to all correspondence pertaining to the maintenance operation and management of the property;
 - (e) Setting up proper filing records pertaining to all correspondence in the operation, maintenance and management of the property; and
 - (f) Facilitating inspection by valuers appointed by the Trustee for the purpose of carrying out valuation of the property every year.
- (vii) Building Safety
- (a) Liaising with the relevant governmental agency to ensure compliance with building and safety regulations;
 - (b) Putting in place procedures for emergencies such as fire evacuation and bomb threat situations; and
 - (c) Conducting yearly evacuation exercise.
- (viii) Financial/Cost Management
- (a) Keeping the operating expenses of the property as low as is reasonable;
 - (b) Maintaining proper and adequate books of accounts and records of expenditure in relation to the property;
 - (c) Preparing the annual budget;
 - (d) Tracking and managing all expenditures to ensure that they do not exceed the approved budget; and
 - (e) Certifying and recommending payment to contract service providers.
- (ix) General
- (a) Advising the Manager from time to time of matters relating to the management of the property or building services improvement within the property; and
 - (b) Performing such other duties as may from time to time be reasonably required by the Manager.

1.2 Lease Management Services

- (i) Lease Renewal
 - (a) Advising on achievable rental rates based on current market assessment;
 - (b) Initiating lease renewal and negotiation of terms with tenants to conclude the renewal; and
 - (c) Preparing letters of offer and ensuring proper execution of tenancy agreements.

(ii) Tenants' Expansion and Tenancy Related Matters

- (a) Reviewing and advising tenants' expansion requirements;
- (b) Conducting site presentation of the units under marketing;
- (c) Carrying out negotiation and concluding the deal;
- (d) Preparing letters of offer and ensuring proper execution of tenancy agreements;
- (e) Procuring strong co-ordination with the tenants on all matters relating to the handing over and taking over of the units;
- (f) Signing, giving and assisting in the preparation and approving the issuance of notices to tenants to quit (if approved by the Manager) or to repair or to abate a nuisance or to remedy a breach of covenant or for any other purposes whatsoever;
- (g) Preparing and updating from time to time a tenants' fitting-out kit and/or handbook and/or house rules as may from time to time be required by the Manager;
- (h) Making available to the Manager a monthly report on tenants' performance, the movements of and significant complaints made by the tenants; and
- (i) Preparing and updating a detailed tenants' list including but not limited to emergency contact from time to time.

(iii) Rental Collection and Arrears Management

- (a) Administering collection of deposits (including but not limited to rental deposits, reinstatement deposits and utility deposits), rent and other sums due from tenants;
- (b) Monitoring tenants' rental payments;
- (c) Demanding and recovering arrears of rent and other charges whenever necessary;
- (d) Assessing the viability of the tenants' business and recommending solutions for recovering rental arrears, for example, restructuring rental payment schedule, payment by instalment, subletting; and
- (e) Working with the legal advisors to take appropriate legal actions for the enforcement of the tenancy agreement including the recovery of rental in arrears, provided that prior (written or verbal) authorisation is given by the Manager.

(iv) Government Rates

- (a) Evaluating the assessment or re-assessment of government rates for the property and making recommendations on whether to accept or object to the assessment or re-assessment; and

- (b) (if the Manager agrees to object to such assessment or re-assessment) submitting to and liaising with the government authority on such objections.
- (v) Budget Forecasting and Planning
 - (a) Preparing the annual budget and three years' budget forecast; and
 - (b) Preparing the annual budget for Charge-out Collections.

1.3 Marketing and Marketing Co-ordination Services

- (i) Acting as a non-exclusive marketing agent for the marketing and letting out of the property, recommending and finalising marketing programmes with the Manager and providing regular update on the marketing programmes as required;
- (ii) Providing support for any promotional or marketing activities arranged by the Manager or its agents including co-ordinating various parties involved in such promotional or marketing activities;
- (iii) Advising on market conditions, as may be required from time to time, including but not limited to supply and demand forecasts and current and projected rentals for comparable buildings;
- (iv) Carrying out field research or study on matters relating to the property as and when directed by the Manager;
- (v) Identifying prospective tenants and conducting direct mail campaigns and personal canvassing campaign;
- (vi) Advising on all tenancy enquiries and negotiations;
- (vii) Arranging viewing of the units with prospective tenants, accompanying prospective tenants on such viewings and notifying the Manager of the number and results of viewings conducted; and
- (viii) Negotiating rental packages with all prospective tenants and finalising terms as authorised by the Manager.

1.4 Application to Licences

The services described in Paragraphs 1.1 to 1.5 shall also be provided by the Property Manager in respect of licences, licensed areas and parking spaces within the Master PMA Managed Property.

1.5 Project Management Services

Providing services in relation to the development or redevelopment (unless otherwise prohibited by the Property Funds Appendix or any other laws or regulations), the refurbishment, retrofitting and renovation works to a property, including recommendation of project budget and project consultants, and supervision and implementation of the project.

The Property Manager's Specific Duties

- 1.6 The Property Manager shall in relation to a Master PMA Managed Property:
- (i) furnish at the written request of the Manager or the Trustee, such information or documents concerning the operation, maintenance, management and marketing of the Master PMA Managed Property, as may be required by the Manager or the Trustee, within a reasonable time;
 - (ii) deliver to the Manager and the Trustee, within a period of 14 days from the end of each month:
 - (a) a detailed profit and loss statement showing the results of the operation of the Master PMA Managed Property, and all relevant operating statistics for that month and the financial year to-date, including a comparison of the results to the approved budgets plus a revised forecast for the current fiscal year in the form approved by the Manager; and
 - (b) a balance sheet for the Master PMA Managed Property as at the end of the month,both of which shall be prepared in accordance with generally accepted accounting principles in Singapore;
 - (iii) carry out reconciliation of bank statements relating to the Operating Account on such periodic basis as may be agreed between the Trustee or the Manager and the Property Manager;
 - (iv) furnish to the Manager and the Trustee, a monthly asset control report in a form approved by the Manager and the Trustee, which tracks progress against all matters outlined in the approved Annual Budget together with all other matters that the Manager or the Trustee may reasonably agree to be relevant to the performance of the assets; and
 - (v) assist the relevant Master PMA Managed Property to obtain and maintain at the cost and expense of the Master PMA Managed Property all governmental permissions, licences, and permits necessary to enable the Property Manager to operate and manage the Property in accordance with the terms of the Master Property Management Agreement.
- 1.7 The Property Manager shall implement the approved Annual Budget (as defined in the Master Property Management Agreement) and use its best endeavours to achieve the Revenue Targets (as defined in the Master Property Management Agreement) for each Master PMA Managed Property having regard to prevailing market conditions.
- 1.8 In the performance of its duties and the exercise of its rights, powers and authorities under the Master Property Management Agreement, the Property Manager shall:
- (i) act in the best interests of AACI REIT;
 - (ii) in relation to each Master PMA Managed Property, exercise a reasonable standard of care, skill, prudence and diligence under the circumstances then prevailing that a reputable property manager providing similar management services would use in providing such management and marketing services for comparable properties;

- (iii) ensure compliance with all applicable laws, regulations, rules, codes or guidelines issued by governmental departments, regulatory bodies, exchanges or other organizations and obtain and maintain all necessary licenses and permits with regard to the management, operation, repair, maintenance or improvement of the Master PMA Managed Property and/or the performance of its duties and functions hereunder;
- (iv) possess the human, organisational and technical resources to properly perform its duties and functions hereunder and observe high standards of integrity, market conduct, fair dealing and corporate governance;
- (v) act in accordance with the Manager's reasonable instructions under the Master Property Management Agreement; and
- (vi) provide such personnel as the Manager and the Property Manager agree are required to provide the services as set out under Paragraphs 1.1 to 1.5 above.

1.9 The Property Manager shall comply with any reasonable request made by the Manager or the Trustee to enable the Manager or the Trustee to fully and properly perform its obligations under the Property Funds Appendix and the Trust Deed as far as such obligations relate to the subject matter of the Master Property Management Agreement.

1.10 The Property Manager shall prior to the finalisation of the terms of any lease, tenancy, licence, option, concession or any other document with respect to the letting, leasing or licensing of a Master PMA Managed Property or any part thereof, or any arrangement or agreement for any of the foregoing, which is not within the authorisation limit from time to time pre-approved by the Manager and the Trustee, submit for the approval of the Manager and Trustee the terms and conditions relating thereto.

2. Appointment of the Property Manager

2.1 Appointment in respect of the Existing Managed Properties

In relation to the Existing Managed Properties, the Trustee, on the recommendation of the Manager, appoints the Property Manager as property manager of the Existing Managed Properties and to enter into a separate agreement for the management of each Existing Managed Property, which said agreement shall be on substantially the same terms and conditions as those set forth in the Individual Property Management Agreement (as defined in the Master Property Management Agreement) with effect from the date of the Master Property Management Agreement and the Property Manager accepts the appointment for the duration of the term of the respective Individual Property Management Agreement, to operate, maintain, manage and market the Existing Managed Properties and to provide the services set out in the Individual Property Management Agreement in relation to each of the Existing Managed Properties, subject to the overall management and supervision of the Manager and upon the terms and conditions set out in the Master Property Management Agreement and the respective Individual Property Management Agreement.

2.2 Appointment in respect of a Subsequently Acquired Property

In respect of each Subsequently Acquired Property acquired by the Trustee on behalf of the Trust in respect of which the Trustee has the right to appoint the property manager, the Trustee shall, on the recommendation of the Manager, prior to the Acquisition Date of such Subsequently Acquired Property, give written notice to the Property Manager confirming the expected Acquisition Date of such Existing PMA Managed Property (the "**Acquisition Notice**"), and the Property Manager may within fourteen (14) days (or such other period as

may be agreed between the Parties) or, where the Property Manager is required to obtain such licence or approval under Paragraph 2.6(i), within ninety (90) days (or such other period as may be agreed between the Parties), (time being of the essence) after the Property Manager's receipt of the Acquisition Notice (i) accept the appointment as the Property Manager by executing and delivering to the Trustee the agreement for the management of such Subsequently Acquired Property, which said agreement shall, subject to the provisions of Paragraph 3.1, be on substantially the same terms and conditions as those set forth in the Individual Property Management Agreement, or (ii) decline such appointment by notifying the Trustee in writing.

2.3 Subject to Paragraph 2.4, in respect of each Subsequently Acquired Property to be indirectly held by the Trustee through a Special Purpose Vehicle and in respect of which the Trustee has the right to appoint the property manager for such Subsequently Acquired Property, the Trustee shall, on the recommendation of the Manager, prior to the Acquisition Date of the Special Purpose Vehicle (which owns such Subsequently Acquired Property) or the Acquisition Date of such Subsequently Acquired Property by the Special Purpose Vehicle (as the case may be), give written notice (the "**SPV Acquisition Notice**") to the Property Manager and the Property Manager may within fourteen (14) days (or such other period as may be agreed between the Parties) (time being of the essence) after the Property Manager's receipt of the SPV Acquisition Notice (i) accept the appointment as the Property Manager by executing and delivering to the Special Purpose Vehicle the agreement for the management of such Subsequently Acquired Property, which said agreement shall, subject to the provisions of Paragraph 3.1, be on substantially the same terms and conditions as those set forth in the Individual Property Management Agreement, or (ii) decline such appointment by notifying the Trustee in writing.

2.4 For the avoidance of doubt, should the approval of any third party (including without limitation, shareholders of the Special Purpose Vehicle and their nominee directors) be required in order for the Special Purpose Vehicle to be able to appoint the Property Manager as property manager of the Subsequently Acquired Property, and such approval is not forthcoming for any reason whatsoever, (i) the Trustee shall not be obliged to procure the appointment of the Property Manager as property manager for such Subsequently Acquired Property, and (ii) the Special Purpose Vehicle shall not be obliged to appoint the Property Manager as property manager of such Subsequently Acquired Property.

2.5 The Trustee agrees that subject to Paragraph 2.4:

- (i) in respect of each Subsequently Acquired Property, where an Individual Property Management Agreement has been delivered to it pursuant to the relevant provisions of this Paragraph 2, the Trustee shall execute and deliver such Individual Property Management Agreement to the Property Manager; or
- (ii) in respect of each Subsequently Acquired Property to be indirectly held by the Trustee through a Special Purpose Vehicle, where an Individual Property Management Agreement has been delivered to the Special Purpose Vehicle pursuant to the relevant provisions of this Paragraph 2, the Trustee shall procure the relevant Special Purpose Vehicle's execution and delivery of the Individual Property Management Agreement to the Property Manager,

within thirty (30) Business Days (as defined in the Master Property Management Agreement) after receipt thereof by the Trustee or within twenty-one (21) Business Days (or such other period as may be agreed between the Parties) after the approval by the board of directors of the Special Purpose Vehicle (as the case may be).

2.6 Property Manager's Undertakings

The Property Manager undertakes that

- (i) where a Subsequently Acquired Property is located in a jurisdiction which requires the Property Manager to obtain the requisite licence or approval (the "**Requisite Licence/Approval**") to enable the Property Manager to operate, maintain, manage and market such Subsequently Acquired Property and to provide the services set out in the relevant Individual Property Management Agreement in relation to such Subsequently Acquired Property, the Property Manager shall do all things necessary or appropriate to obtain issuance of such Requisite Licence/Approval by the relevant authorities (time being of the essence) before the relevant Individual Property Management Agreement is duly signed by the Property Manager and delivered to the Trustee or the Special Purpose Vehicle, each such duly signed agreement to be accompanied by a certified true copy of the Requisite Licence/Approval;
- (ii) comply with all applicable laws and regulations as well as all notices, orders, directions or directives, guidelines or requirements imposed by any competent authority; and
- (iii) in the performance of its duties and the exercise of its rights, powers and authorities under the Master Property Management Agreement, the Property Manager undertakes to act in the best interests of AACI REIT.

3. Variation of Terms of the Individual Property Management Agreement

3.1 Notwithstanding the provisions of Paragraph 2 in relation to the requirement that the terms and conditions for the management of each Subsequently Acquired Property are to be on substantially the same terms and conditions as those set forth in the Individual Property Management Agreement, the Parties agree that each Individual Property Management Agreement to be executed by the Trustee and the Property Manager shall be subject to the rights of the Manager or the Special Purpose Vehicle (as the case may be) to require only:

- (i) a modification of the scope of services set out in the Individual Property Management Agreement to tailor such services to the requirements of the jurisdiction in which such Subsequently Acquired Property is located; and
- (ii) an adjustment of the property management fees (as long as the property management fees do not exceed the annual fee of 2.0% of the Rental Income (as defined in the Master Property Management Agreement) of the relevant Master PMA Managed Property for that month and/or an adjustment of the lease management fees (as long as the lease management fees do not exceed the annual fee of 1.0% of the Rental Income (as defined in the Master Property Management Agreement) of the relevant Master PMA Managed Property for that month, taking into account the modified scope of services.

4. Term

4.1 Term

Means the period commencing from the date of the Master Property Management Agreement and expiring earlier of:

- (i) the end of the date immediately preceding the 10th anniversary of the date of the Master Property Management Agreement (subject to the extension of the term below); and

- (ii) the end of the date the Master Property Management Agreement is terminated in accordance with the terms of the Master Property Management Agreement.

4.2 Extension of the Master PMA Term

- (i) On or before the date falling six months before the expiry of the Master PMA Term and subject to there being no outstanding or unremedied breach by the Property Manager of its obligations and duties under the Master Property Management Agreement, the Manager may give written request to the Property Manager (with a copy to the Trustee) to extend the appointment of the Property Manager for a further term of 10 years from the expiry of the Master PMA Term, on the same terms and conditions as are contained in the Master Property Management Agreement save for this Paragraph 4.2(i), and save for the revision of all fees payable to the Property Manager to market rates prevailing at the time of such extension.
- (ii) The Trustee shall, based on the recommendation of the Manager, decide the prevailing market rates for the extension term together with the Property Manager in good faith and such revisions, unless the parties agree otherwise, will be effective on and from the first day of the extended term. The Trustee and the Property Manager shall at least two months before the expiry of the Master PMA Term (the “**Prescribed Period**”), determine the prevailing market rates for the extension term. If they are unable to do so by the end of the Prescribed Period, then:
 - (a) the Trustee and the Property Manager will appoint an expert who shall determine the prevailing market rates for the extension term within 15 Business Days of the end of the Prescribed Period;
 - (b) if the Trustee and the Property Manager cannot agree on the identity of the expert under Paragraph 4.2(ii)(a), then they shall forthwith procure that the expert be appointed by the President of the Singapore Institute of Surveyors and Valuers;
 - (c) the Trustee and the Property Manager must promptly provide the expert with all materials reasonably required by the expert in order to make his/her determination;
 - (d) the expert must determine the prevailing market rates for the extension term within 15 Business Days of his/her appointment;
 - (e) the decision of the expert is final and binding on the Parties save for manifest error; and
 - (f) the Trustee and the Property Manager shall bear the cost of the expert equally.
- (iii) The Trustee shall, based on the recommendation of the Manager, agree to extend the appointment of the Property Manager for the extension term, on the revised fees based on the prevailing market rates determined in accordance with Paragraph 4.2(ii), provided that such extension shall be subject to the approval of the unitholders of AACI REIT if such approval is required pursuant to the Trust Deed or any applicable legislation or regulations including regulatory requirements relating to related party transactions relating to real estate investment trusts.
- (iv) If the conditions set out in Paragraph 4.2(iii) above are not fulfilled, the Trustee shall not be obliged to extend the appointment of the Property Manager for the extension term and the appointment of the Property Manager herein shall terminate upon the expiry of the Master PMA Term.

5. Termination of appointment of Property Manager

5.1 Termination Events

Subject to Paragraph 4.2, the appointment of the Property Manager under the Master Property Management Agreement may be terminated immediately in relation to all Master PMA Managed Properties under the management of the Property Manager by the Manager or the Trustee upon written notice to the Property Manager, if the Property Manager is voluntarily or involuntarily dissolved or declared bankrupt, insolvent, or commits an act of bankruptcy or if an order is made or resolution is passed or a notice is issued convening a meeting for the purpose of passing a resolution or any analogous proceedings are taken for the appointment of an administrator or judicial manager of or the winding up of the Property Manager, other than a members' voluntary liquidation solely for the purpose of a bona fide amalgamation or reconstruction, or the Property Manager compounds with its creditors or has a receiver appointed over all or any part of its assets or a judicial manager is appointed in respect of the Property Manager or the Property Manager ceases to carry on business.

5.2 Termination on sale of Master PMA Managed Property

- (i) In the event of the sale of a Master PMA Managed Property, the Manager or the Trustee will be entitled to terminate the appointment of the Property Manager under the Master Property Management Agreement, only in respect of such Master PMA Managed Property by not less than 60 days' prior written notice to the Property Manager, but the Master Property Management Agreement will continue to apply with respect to the remaining Master PMA Managed Properties managed by the Property Manager under the terms of the Master Property Management Agreement and the respective remaining Individual Property Management Agreements. Upon such termination, which shall be effective from the later of 60 days' notice or the date of completion of that sale, and subject to Paragraph 6, the Property Manager shall not have any claims against the Manager or the Trustee in respect of any claims under the Master Property Management Agreement or the relevant Individual Property Management Agreement in respect of such Master PMA Managed Property.
- (ii) The Manager will notify the Property Manager as soon as is practicable when a binding agreement is signed for the sale of any Master PMA Managed Property.

5.3 Termination for breach

Without prejudice to the generality of Paragraph 5.1, if either (i) the Manager or (ii) the Property Manager, is in breach of any of its obligations under the Master Property Management Agreement in relation to a Master PMA Managed Property, and if the breach is capable of remedy, fails to cure the breach within 90 days of its receipt of a notice in writing from a Party (not in breach) to remedy the said breach, then the Trustee, shall have the right to terminate the appointment of the Property Manager in relation only to the Master PMA Managed Property in respect of which the breach relates, upon giving 90 days' notice in writing to the Party in breach (the "**Defaulting Party**") and:

- (i) in the event that the Defaulting Party is the Manager, the Manager as manager of AACI REIT shall be liable to the Property Manager for its own breach of contract and the Property Manager shall be entitled to exercise all rights and remedies available to it at law, in equity, by statute or otherwise, including, without limitation, the right to claim damages, or

- (ii) in the event that the Defaulting Party is the Property Manager, the Property Manager shall be liable to the Manager as manager of AACI REIT and/or the Trustee as trustee of AACI REIT, as the case may be, for breach of contract and the Manager as manager of AACI REIT and/or the Trustee as trustee of AACI REIT, as the case may be, shall be entitled to exercise all rights and remedies available to it at law, in equity, by statute or otherwise, including, without limitation, the right to claim damages.

5.4 Termination for Change of Control of the Property Manager

Without prejudice to the generality of Paragraph 5.1, if at any time after the date of the Master Property Management Agreement there is a change in the ownership or control, direct or indirect, of shares carrying more than 50 per cent of the voting rights attaching to the issued share capital of the Property Manager except within the group of companies of which the Property Manager is a member at the date of the Master Property Management Agreement, then the Manager or the Trustee shall have the right to terminate the appointment of the Property Manager under the Master Property Management Agreement upon giving 30 days' notice in writing to the Property Manager and the Property Manager shall be liable to the Manager as manager of AACI REIT and/or the Trustee as trustee of AACI REIT, as the case may be, for breach of contract and the Manager as manager of the Trust and/or the Trustee as trustee of AACI REIT, as the case may be, shall be entitled to exercise all rights and remedies available to it at law, in equity, by statute or otherwise, including, without limitation, the right to claim damages.

6. Consequence on Termination

- 6.1 Upon termination of the appointment of the Property Manager under the Master Property Management Agreement in respect of the Master PMA Managed Properties, all amounts due and owed by the relevant Party in relation to the Master PMA Managed Properties shall become immediately due and payable and the relevant Parties must effect payment to each other within 14 days commencing from such termination subject to the prevailing laws of Singapore. Except as provided in the Master Property Management Agreement, the Property Manager is not entitled to any compensation in respect of any valid termination of the Master Property Management Agreement made in accordance with the terms of the Master Property Management Agreement.
- 6.2 The termination of the appointment of the Property Manager under the Master Property Management Agreement in respect of a Master PMA Managed Property, shall not affect or discharge all rights, obligations and liabilities accrued or incurred prior to or upon termination except that the Property Manager shall as far as is reasonably within the power of the Property Manager: (a) prepare the final financial statements of accounts for the relevant Master PMA Managed Property and submit the same to the Manager and the Trustee within 30 days of termination of the Master Property Management Agreement; (b) account to the Trustee for all amounts due and payable as specified in the final financial statements within 30 days of termination of the Master Property Management Agreement; (c) release, transfer or return to the Trustee all contracts, keys, access cards, invoices, receipts, files, documents, books, records (including electronic records, if applicable), funds, assets and property of AACI REIT if the same is held by or under the control of the Property Manager; (d) prepare and submit to the Manager and the Trustee a report on the status of operations, maintenance, management and marketing of such Master PMA Managed Property as at the date of termination; and (e) at the instruction of the Manager or the Trustee and at the cost of AACI REIT, do such other things as the Manager or the Trustee may reasonably consider necessary or desirable to ensure there is no disruption to the continued proper management of the Master PMA Managed Property until such time as a replacement property manager is appointed.

- 6.3 The termination of the appointment of the Property Manager under the Master Property Management Agreement under Paragraph 5.2 in respect of a Master PMA Managed Property, shall not affect or discharge any pre-existing right or remedy which any Party may have against any of the others in respect of the Master PMA Managed Property or the rights, obligations and liabilities under the Master Property Management Agreement in relation to the other Master PMA Managed Properties of AACI REIT which shall continue to be managed by the Property Manager pursuant to the terms of the Master Property Management Agreement and the respective Individual Property Management Agreement.
- 6.4 For the avoidance of doubt, the termination of the Master Property Management Agreement shall not in any manner affect the term of any Individual Property Management Agreement already entered into, or any rights and obligations between the respective parties thereunder.

7. Governing Law and Submission to Jurisdiction

- 7.1 The Master Property Management Agreement shall be governed by and construed in accordance with the laws of Singapore.
- 7.2 All the Parties irrevocably agree that the courts of Singapore are to have non-exclusive jurisdiction to settle any dispute that may arise out of or in connection with the Master Property Management Agreement and the documents to be entered into pursuant to the Master Property Management Agreement. All the Parties irrevocably submit to the non-exclusive jurisdiction of such courts and waive any objection to proceedings in any such court on the ground of venue or on the ground that proceedings have been brought in an inconvenient forum.

IFA LETTER

CIMB BANK BERHAD (13491-P)

Singapore Branch

(Incorporated in Malaysia)

50 Raffles Place
#09-01 Singapore Land Tower
Singapore 048623

9 July 2014

HSBC Institutional Trust Services (Singapore) Limited
(in its capacity as trustee of AIMS AMP Capital Industrial REIT)
21 Collyer Quay
#10-02 HSBC Building
Singapore 049320

The Audit, Risk and Compliance Committee
The Independent Directors
AIMS AMP Capital Industrial REIT Management Limited
(the manager of AIMS AMP Capital Industrial REIT)
1 George Street
#23-03
Singapore 049145

Dear Sirs,

THE PROPOSED ENTRY INTO THE MASTER PROPERTY MANAGEMENT AGREEMENT

*Unless otherwise defined or the context otherwise requires, all capitalised terms used in this letter shall have the same meaning as ascribed in the circular to the unitholders of AIMS AMP Capital Industrial REIT (“**AACI REIT**”) dated 9 July 2014 (“**Circular**”).*

1. INTRODUCTION

The existing property management agreement dated 16 March 2007 (as amended) and the existing property management agreement – 2 dated 24 December 2009 (as amended) (collectively, the “**Existing Property Management Agreements**”) entered into between the Trustee, the Manager and AIMS AMP Capital Property Management Pte. Ltd. (formerly known as MacarthurCook Property Management Pte. Ltd.) (the “**Property Manager**”) in connection with the provision of property management services for the properties of AACI REIT held by the Trustee on behalf of AACI REIT will expire on 19 April 2015.

The Manager is therefore seeking approval from unitholders of AACI REIT (“**Unitholders**”) for the proposed entry into a master property management agreement (the “**Master Property Management Agreement**”) between the Trustee, the Manager and the Property Manager, pursuant to which the Property Manager would be appointed for a further 10 years as the property manager for all the existing Singapore properties and/or subsequently acquired

properties of AACI REIT which are/are to be held (whether directly or indirectly) by the Trustee on behalf of AACI REIT, subject to the overall management of the Manager.

As at 2 July 2014 (the “**Latest Practicable Date**”), the Sponsors, AIMS Financial Group and AMP Capital each hold a 50.0% stake in the Manager and are therefore regarded as “Controlling Shareholders” of the Manager, and collectively hold an aggregate indirect interest in 101,881,799 Units, which is equivalent to approximately 16.4% of the total number of Units in issue as at the Latest Practicable Date. The Property Manager, being 50.0% owned by AIMS Financial Group and 50.0% owned by AMP Capital, is accordingly an associate of a Controlling Shareholder of the Manager and an “interested person” of AACI REIT under Chapter 9 of the Listing Manual. Therefore, the proposed entry into the Master Property Management Agreement will constitute an “interested person transaction” under Chapter 9 of the Listing Manual.

CIMB Bank Berhad, Singapore Branch (“**CIMB**”) has been appointed as the independent financial adviser to advise the Trustee, and the Audit, Risk and Compliance Committee and the Independent Directors of the Manager on whether the terms of the Master Property Management Agreement are on normal commercial terms and are not prejudicial to the interests of AACI REIT and its minority Unitholders. This letter sets out, *inter alia*, our opinion thereon and forms part of the Circular.

2. TERMS OF REFERENCE

We are not a party to any negotiation in relation to the Master Property Management Agreement. We are also not involved in the deliberations leading up to the decision by the Trustee, the Manager and the Property Manager to enter into the Master Property Management Agreement. We do not, by this letter, warrant or make any representation whatsoever in relation to the merits (whether commercial, financial or otherwise) of the Master Property Management Agreement, other than to form an opinion on whether the terms of the Master Property Management Agreement are on normal commercial terms and are not prejudicial to the interests of AACI REIT and its minority Unitholders.

For the purpose of arriving at our opinion, we have confined our evaluation to the bases set out herein. Our terms of engagement do not require us to conduct, and we have not conducted, any review of the business plan, operations, financial performance and/or financial condition of AACI REIT, the Manager or the Property Manager. We have also not made any evaluation or appraisal of the assets (including the property portfolio) and liabilities of AACI REIT. We are not and do not purport to be property experts. We are not required to and have not obtained any quotations or transaction prices from any third parties in respect of the transactions or services which are the subject of the Existing Property Management Agreements and/or the Master Property Management Agreement. We have not conducted any review nor audit of any of the transactions or services pursuant to the Existing Property Management Agreements and/or the Master Property Management Agreement and we do not warrant or make any representation as to the actual implementation of the review procedures under the internal control system established by the Manager in relation to AACI REIT.

We have examined information provided to us by the management of the Manager. We have not independently verified such information, whether written or verbal, and accordingly cannot and do not make any representation or warranty, express or implied, in respect of, and do not accept any responsibility for the accuracy, completeness or adequacy of, such information. However, we have made reasonable enquiries and exercised our judgment as we deemed necessary on such information and have found no reason to doubt the accuracy or reliability of the information.

We have relied upon the Directors’ responsibility statement set out in paragraph 11 of the Circular. However, in respect of this letter and the information provided to us in relation thereto, the sole responsibility of the Directors has been to ensure that the facts stated with respect to AACI REIT, the Trustee, the Manager, the Property Manager, the Existing Property

Management Agreements and the Master Property Management Agreement are, to the best of their knowledge and belief, fair and accurate in all material respects.

Our opinion in this letter is based upon market, economic, industry, monetary and other conditions prevailing on, and the information made available to us as at, the Latest Practicable Date. Such conditions may change significantly over a short period of time. We assume no responsibility to update, revise or reaffirm our opinion in light of any subsequent development after the Latest Practicable Date that may affect our opinion contained herein.

This letter does not purport to be a comprehensive or exhaustive description of all the considerations that may be relevant to Unitholders. In rendering our advice, we have not had regard to the specific investment objectives, financial situation, tax position, risk profiles or particular needs and constraints of any individual Unitholder. As each Unitholder would have different investment objectives and profiles, we would advise that any individual Unitholder who may require specific advice in the context of his specific investment objectives or portfolio consult his stockbroker, bank manager, solicitor, accountant, tax adviser or other professional adviser immediately.

The Manager has been separately advised by its own advisers in the preparation of the Circular (other than this letter). We are not involved in and have not provided any advice, financial or otherwise, in the preparation, review and verification of the Circular (other than this letter). Accordingly, we take no responsibility for and express no views, express or implied, on the content of the Circular (other than this letter).

While a copy of this letter may be reproduced in the Circular, neither the Manager nor any of the Directors may reproduce, disseminate or refer to this letter or any part thereof for any other purposes (unless for the purpose of any matter relating to the proposed Master Property Management Agreement) at any time and in any manner without the prior written consent of CIMB in each specific case.

Our opinion in respect of the terms of the Master Property Management Agreement should be considered in the context of the entirety of this letter and the Circular.

3. THE MASTER PROPERTY MANAGEMENT AGREEMENT

3.1 Background

In view of the impending expiry of the Existing Property Management Agreements, and to streamline all the Existing Property Management Agreements, it is proposed that the Master Property Management Agreement be entered into between the Trustee, the Manager and the Property Manager to supersede the Existing Property Management Agreements upon the obtaining of Unitholders' approval at the Extraordinary General Meeting for the proposed entry into the Master Property Management Agreement, i.e. on or around 1 August 2014. To this end, it is provided under the proposed Master Property Management Agreement that all the Existing Managed Properties shall be subsumed under the proposed Master Property Management Agreement.

Assuming the obtaining of Unitholders' approval at the Extraordinary General Meeting for the proposed entry into the Master Property Management Agreement, the Trustee, the Manager and the Property Manager intend to execute the proposed Master Property Management Agreement on or around 1 August 2014 and the proposed Master Property Management Agreement will supersede the Existing Property Management Agreements and take immediate effect from then on. In accordance with the terms of the proposed Master Property Management Agreement, the Property Manager (a) agrees to continue to manage all the Existing Managed Properties, and (b) further agrees to manage any properties subsequently acquired thereafter by AACI REIT which are to be held (whether directly or indirectly) by the Trustee on behalf of AACI REIT for a period of 10 years from the date of the Master Property Management Agreement.

Under the Master Property Management Agreement, the Master PMA Managed Properties (whether directly or indirectly) held by the Trustee on behalf of AACI REIT will be managed by the Property Manager in accordance with the terms of the Master Property Management Agreement. The proposed Master Property Management Agreement provides that in respect of each Master PMA Managed Property, the Trustee, the Manager and the Property Manager will also enter into individual property management agreements and such individual property management agreement is not considered a separate and distinct transaction from the proposed Master Property Management Agreement as the terms of such individual property management agreement mirror and document, and do not contradict, the agreed fee structure and other terms and conditions set out in the Master Property Management Agreement given that the form of the individual property management agreement is set out in the annexure to the Master Property Management Agreement. For the avoidance of doubt, Unitholders' approval for the entry into the proposed Master Property Management Agreement with the Property Manager shall also extend to, and be deemed to be, approval for the entry into any such individual property management agreement as described above.

3.2 Fees

Under the Master Property Management Agreement, the Property Manager is entitled to the following fees for each property under its management:

(i) Property management fees

For property management services provided by the Property Manager for each Master PMA Managed Property, the Property Manager shall be entitled to receive from the Trustee, for each Fiscal Year, a fee of 2.0% per annum of the Rental Income¹ of the relevant Master PMA Managed Property.

(ii) Lease management fees

For lease management services provided by the Property Manager for each Master PMA Managed Property, the Property Manager shall be entitled to receive from the Trustee, for each Fiscal Year, a fee of 1.0% per annum of the Rental Income of the relevant Master PMA Managed Property.

(iii) Property tax services fees

In addition, in relation to the services provided by the Property Manager, in respect of property tax objections submitted to the tax authorities on any proposed annual value of a Master PMA Managed Property, the Property Manager is entitled to receive from the Trustee, the following fees if as a result of such objections, the proposed annual value is reduced resulting in property tax savings for the relevant Master PMA Managed Property:

	Proposed Annual Value	Fee
(a)	S\$1.0 million or less	7.5% of the property tax savings
(b)	More than S\$1.0 million but does not exceed S\$5.0 million	5.5% of the property tax savings
(c)	More than S\$5.0 million	5.0% of the property tax savings

For the avoidance of doubt, the payment of fees set out above is a lump sum fixed fee based on the property tax savings calculated on a 12-month period.

¹ For the purposes of calculating the fees payable to the Property Manager, "Rental Income" means the net rental income, after rent rebates and provisions for rent free periods (if applicable).

(iv) Marketing services commissions

For marketing services provided for a Master PMA Managed Property, the Property Manager is entitled to receive from the Trustee (save for any tenancies pursuant to an automatic, unconditional renewal on the same terms and conditions of any existing tenancies), the following marketing services commission:

	Length of Tenancy Secured	Commission Payable
(a)	Three years or less	1 month's Gross Rental Revenue ²
(b)	More than three years	2 months' Gross Rental Revenue
	Length of Tenancy Renewed	Commission Payable
(c)	Three years or less	0.5 month's Gross Rental Revenue
(d)	More than three years	1.0 month's Gross Rental Revenue

If a third party agent secures a tenancy, the Property Manager will be responsible for all marketing services commissions payable to such third party agent, and the Property Manager shall be entitled to receive from the Trustee the following marketing services commission of:

	Length of Tenancy Secured	Commission Payable
(a)	Three years or less	1.2 months' Gross Rental Revenue
(b)	More than three years	2.4 months' Gross Rental Revenue

(v) Project management services fees

For the project management services provided for a Master PMA Managed Property, the Property Manager shall be entitled to receive from the Trustee the following fees for the development or redevelopment (if not prohibited by the Property Funds Appendix or if otherwise permitted by the MAS), the refurbishment, retrofitting and renovation works on a Master PMA Managed Property:

	Amount of Construction Costs	Fee
(a)	S\$2.0 million or less	3.0% of the Construction Costs ³
(b)	Exceed S\$2.0 million but do not exceed S\$20.0 million	2.0% of the Construction Costs

2 For the purposes of calculating the fees payable to the Property Manager, "**Gross Rental Revenue**" comprises (a) Rental Income; (b) service charge and (c) reimbursements which are the contributions paid by the tenant(s) towards covering the operating maintenance expenses of the properties of AACI REIT and licence fees (where applicable).

3 For the purposes of calculating the fees payable to the Property Manager, "**Construction Costs**" means all construction costs and expenditure valued by the quantity surveyor engaged by the Trustee for each project, excluding development charges, differential premiums, statutory payments, consultants' professional fees and goods and services tax. For the avoidance of doubt, the definition of "**Construction Costs**" remains the same as what has been set out in the Existing Property Management Agreements and the prospectus of AACI REIT dated 12 April 2007.

	Amount of Construction Costs	Fee
(c)	Exceed S\$20.0 million but do not exceed S\$50.0 million	1.5% of the Construction Costs
(d)	Exceed S\$50.0 million	To be mutually agreed by the parties

3.3 Reimbursements and Expenses

(i) Reimbursements

In addition to the fees set out above, the Property Manager will be fully reimbursed by the Trustee, following the recommendation of the Manager, for the employment costs and remuneration relating to the employees of the Property Manager engaged solely and exclusively for management of its Master PMA Managed Property, as approved in each annual budget of the relevant Master PMA Managed Property.

(ii) Expenses (utilisation of the operating account)

The Property Manager is authorised to utilise funds deposited in operating accounts maintained in the name of the Trustee to make payment of all costs and expenses incurred in the operation, maintenance, management and marketing of such Master PMA Managed Property, within the budget approved in the annual budget for such Master PMA Managed Property.

4. CONSIDERATIONS IN OUR ASSESSMENT

4.1 Rationale for the Proposed Entry into the Master Property Management Agreement

The Manager is of the view that the entry into the proposed Master Property Management Agreement with the Property Manager will ensure that there will be seamless continuity in the management of the Existing Managed Properties after the expiry of the Existing Property Management Agreements and that the appropriate resources will continue to be deployed in respect of the management of the Existing Managed Properties.

We note that, in reaching its views, the Manager had considered the following:

(i) Healthy and stable occupancy rate

The Property Manager has, under the direction of the Manager:

- (a) helped to ensure that the occupancy rate of AACI REIT's portfolio has remained healthy and stable over the years and is above the industrial average occupancy;
- (b) helped secure weighted average rent increase on lease renewals and the lease expiry profile has been improved to not more than 25% of leases expiring in a single year;
- (c) reduced tenant concentration risk in AACI REIT's portfolio; and
- (d) consistently delivered steady net property income growth since 2007.

(ii) Experienced operations team of the Property Manager

The Property Manager has successfully executed asset enhancement initiatives implemented at the various properties since the initial public offering of AACI REIT in 2007, resulting in incremental net property income and ultimately enhancing the capital

value of AACI REIT's portfolio. The Manager believes that the re-appointment of the Property Manager will help ensure continuity in the management of AACI REIT's present and future portfolio.

(iii) Economies of scale

The Property Manager is currently managing the 25 Existing Managed Properties in Singapore and as a result, it enjoys economies of scale in Singapore in the procurement of goods and services required for the maintenance of the Existing Managed Properties in Singapore. Any cost savings achieved through such economies of scale are expected to translate into potential lower operating costs for these Existing Managed Properties and AACI REIT.

(iv) Pro-active solutions provided by the Property Manager

The Property Manager has over the years provided pro-active solutions to reduce operating expenses (e.g. bulk tendering of property services and bulk purchase of electricity etc.) and to improve cost efficiency.

The full text of the rationale for the entry into the proposed Master Property Management Agreement with the Property Manager is set out in paragraph 3 of the Circular.

4.2 Terms of Existing Property Management Agreements

We note that:

- (i) The terms of the proposed Master Property Management Agreement will be based on and substantially similar to the existing terms under the Existing Property Management Agreements; and
- (ii) Under the proposed Master Property Management Agreement, all fees and reimbursements payable to the Property Manager pursuant to each Master PMA Managed Property thereunder remains unchanged from under the Existing Property Management Agreements.

4.3 Other Industrial REITs

We compare the proposed fees, reimbursements and expenses under the Master Property Management Agreement against those of other industrial REITs listed on the SGX-ST.

We wish to highlight that the selected industrial REITs are not exhaustive and they differ from AACI REIT in terms of, *inter alia*, size, location, yield and composition of property portfolio, growth strategies, market capitalisation, track record, risk profile, gearing, future prospects and other relevant criteria. Further, while the nature of the terms of the selected industrial REITs is broadly similar to the Master Property Management Agreement, their scope of services and fee structure may vary. Accordingly, the comparison set out below is purely for reference purposes only.

4.3.1 Property management fees

We note, from the table below, that the proposed property management fees under the Master Property Management Agreement are generally in line with other industrial REITs listed on the SGX-ST.

Name of industrial REIT	Terms
AACI REIT ⁴	2.0% per annum of the Rental Income of each property.
Ascendas REIT ⁵	2.0% per annum of the Adjusted Gross Revenue of each property, and in the event that the property manager only manages such property for less than one calendar year, such amount to be pro-rated based on the number of days which the property manager manages such property divided by the number of days in such year. <i>“Adjusted Gross Revenue” above refers to gross rental income (after deducting rent rebates and other tenant incentives amortised or otherwise) from the property, all penalties and liquidated damages from tenants (such as past-due interests, compensation for pre-termination of lease) and amounts from any profit sharing agreements for subletting of the property, but shall exclude all other income earned by Ascendas REIT such as (i) all other income earned from the property including, but not limited to, utilities income, car park income, sale of equipment, liquidated damages from contractors, rentals for fitting-out works for tenants and rental support, and (ii) all GST collected from the tenants and licensees and rental deposits and other refundable security deposits to the extent that they are not set off against the sums due to the landlord.</i>
Cache Logistics Trust	2.0% per annum of rental income of each property.
Cambridge Industrial Trust	2.0% per annum of the (i) net rental income (after rent rebates and provisions for rent free periods), (ii) service charge, (iii) license fees and (iv) other income for each property.
Mapletree Industrial Trust	2.0% per annum of the (i) net rental income (after rent rebates and provisions for rent free periods), (ii) service charge and (iii) other operating income for each property.
Mapletree Logistics Trust	Up to 2.0% per annum of the (i) net rental income (after rent rebates and provisions for rent free periods), (ii) service charge, (iii) licence fees and (iv) other income from the property.
Sabana Shari’ah Compliant REIT	2.0% per annum of the rental income of each property.
Soilbuild Business Space REIT	2.0% per annum of the (i) net rental income (after rent rebates and provisions for rent free periods), (ii) service charges and (iii) other operating income earned from each property including car park revenue and other income attributable to the operation of the property.
Viva Industrial Trust	2.0% per annum of the (i) net rental income (after rent rebates and provisions for rent free periods), (ii) service charge and (iii) other operating income for each property.

4 With respect to AACI REIT, the terms shown in the tables in paragraph 4.3 of this letter relate to those proposed under the Master Property Management Agreement.

5 With respect to Ascendas REIT, the terms shown in the tables in paragraph 4.3 of this letter relate to the properties in Singapore.

4.3.2 Lease management fees

We note, from the table below, that the proposed lease management fees under the Master Property Management Agreement are generally in line with other industrial REITs listed on the SGX-ST.

Name of industrial REIT	Terms
AACI REIT	1.0% per annum of the Rental Income of each property.
Ascendas REIT	1.0% per annum of the Adjusted Gross Revenue of each property. <i>“Adjusted Gross Revenue” above refers to gross rental income (after deducting rent rebates and other tenant incentives amortised or otherwise) from the property, all penalties and liquidated damages from tenants (such as past-due interests, compensation for pre-termination of lease) and amounts from any profit sharing agreements for subletting of the property, but shall exclude all other income earned by Ascendas REIT such as (i) all other income earned from the property including, but not limited to, utilities income, car park income, sale of equipment, liquidated damages from contractors, rentals for fitting-out works for tenants and rental support, and (ii) all GST collected from the tenants and licensees and rental deposits and other refundable security deposits to the extent that they are not set off against the sums due to the landlord.</i>
Cache Logistics Trust	1.0% per annum of rental income of each property. <i>Property manager has agreed with the trustee that no lease management fee is payable by the trustee in relation to the initial portfolio for the first three years of the initial contracted lease.</i>
Cambridge Industrial Trust	1.0% per annum of the (i) net rental income (after rent rebates and provisions for rent free periods), (ii) service charge, (iii) license fees and (iv) other income for each property.
Mapletree Industrial Trust	1.0% per annum of the (i) net rental income (after rent rebates and provisions for rent free periods), (ii) service charge and (iii) other operating income for each property.
Mapletree Logistics Trust	Up to 1.0% per annum of the (i) net rental income (after rent rebates and provisions for rent free periods), (ii) service charge, (iii) licence fees and (iv) other income from the property.
Sabana Shari’ah Compliant REIT	1.0% per annum of the rental income of each property. <i>No lease management fee is payable by the trustee to the property manager in relation to Sabana Shari’ah Compliant REIT’s initial portfolio for the first three years of the initial contracted lease.</i>
Soilbuild Business Space REIT	1.0% per annum of the (i) net rental income (after rent rebates and provisions for rent free periods), (ii) service charges and (iii) other operating income earned from each property including car park revenue and other income attributable to the operation of the property. This fee is payable to the manager (not property manager).
Viva Industrial Trust	1.0% per annum of the (i) net rental income (after rent rebates and provisions for rent free periods), (ii) service charge and (iii) other operating income for each property.

4.3.3 Property tax services fees

We note, from the table below, that the proposed property tax services fees under the Master Property Management Agreement are generally in line with other industrial REITs listed on the SGX-ST.

Name of industrial REIT	Terms	
AACI REIT	<u>Proposed annual value</u> (a) S\$1.0 million or less (b) More than S\$1.0 million but does not exceed S\$5.0 million (c) More than S\$5.0 million	<u>Fee</u> 7.5% of the property tax savings 5.5% of the property tax savings 5.0% of the property tax savings
Ascendas REIT	<u>Proposed annual value</u> (a) S\$1.0 million or less (b) More than S\$1.0 million but does not exceed S\$5.0 million (c) More than S\$5.0 million	<u>Fee</u> 7.5% of the property tax savings 5.5% of the property tax savings 5.0% of the property tax savings
Cache Logistics Trust	There was no separate fee indicated in respect of property tax services. As part of lease management services, the property manager is required to administer all property tax matters.	
Cambridge Industrial Trust	<u>Proposed annual value</u> (a) S\$1.0 million or less (b) More than S\$1.0 million but does not exceed S\$5.0 million (c) More than S\$5.0 million	<u>Fee</u> 7.5% of the property tax savings 5.5% of the property tax savings 5.0% of the property tax savings
Mapletree Industrial Trust	There was no separate fee indicated in respect of property tax services. As part of lease management services, the property manager is required to administer all property tax matters.	
Mapletree Logistics Trust	<u>Proposed annual value</u> (a) S\$1.0 million or less (b) More than S\$1.0 million but does not exceed S\$5.0 million (c) More than S\$5.0 million	<u>Fee</u> 7.5% of the property tax savings 5.5% of the property tax savings 5.0% of the property tax savings
Sabana Shari'ah Compliant REIT	There was no separate fee indicated in respect of property tax services. As part of lease management services, the property manager is required to administer all property tax matters.	
Soilbuild Business Space REIT	There was no separate fee indicated in respect of property tax services. As part of lease management services, the property manager is required to administer all property tax matters.	
Viva Industrial Trust	<u>Proposed annual value</u> (a) S\$1.0 million or less (b) More than S\$1.0 million but does not exceed S\$5.0 million (c) More than S\$5.0 million	<u>Fee</u> 7.5% of the property tax savings 5.5% of the property tax savings 5.0% of the property tax savings

4.3.4 Marketing services commissions

We note, from the table below, that the proposed marketing services commissions under the Master Property Management Agreement are generally in line with other industrial REITs listed on the SGX-ST.

Name of industrial REIT	Terms	
AACI REIT	<u>Length of new tenancy secured by property manager</u>	<u>Commission payable</u>
	(a) 3 years or less	Equivalent to 1 month's Gross Rental Revenue
	(b) More than 3 years	Equivalent to 2 months' Gross Rental Revenue
	<u>Length of renewal of tenancy secured by property manager</u>	<u>Commission payable</u>
	(a) 3 years or less	Equivalent to 0.5 month's Gross Rental Revenue
	(b) More than 3 years	Equivalent to 1.0 month's Gross Rental Revenue
	<p>If a third party agent secures a tenancy, the Property Manager will be responsible for all marketing services commission payable to such third party agent, and the Property Manager will be entitled to a commission as follows:</p>	
	<u>Length of new tenancy secured by third party agent</u>	<u>Commission payable</u>
	(a) 3 years or less	Equivalent to 1.2 months' Gross Rental Revenue
	(b) More than 3 years	Equivalent to 2.4 months' Gross Rental Revenue
Ascendas REIT	<u>Length of new tenancy secured by property manager or third party agent</u>	<u>Commission payable</u>
	(a) Less than 6 months	Nil
	(b) 6 months or more but less than 3 years	Equivalent to amount pro-rated based on tenancy for 3 years as in sub-paragraph (c) below
	(c) 3 years	Equivalent to 1 month's gross rent inclusive of service charge
	(d) Between 3 and 5 years	Equivalent to amount pro-rated based on tenancy for 5 years as in sub-paragraph (e) below
	(e) 5 years	Equivalent to 2 months' gross rent inclusive of service charge
	(f) More than 5 years, with the terms of the lease subject to the prior approval of the manager	Equivalent to amount pro-rated based on tenancy for 5 years as in sub-paragraph (e) above, provided always that the commission payable shall not exceed a sum equivalent to 3 months' gross rent inclusive of service charge

Name of industrial REIT	Terms														
	<p>An administrative charge of 20.0 per cent. of the commission is payable to the manager or the property manager in the case of a new lease take-up which involves a third party agent for the marketing support and administrative services to be rendered either by the manager or the property manager. If the manager does not provide the relevant marketing administrative support and such marketing administrative support is provided by the property manager to a third party agent, then the property manager shall be entitled to be paid a marketing administrative charge of 20.0% of the commission payable to the third party agent in the case of a new lease take-up which involves a third party agent.</p> <p>Should a tenancy be prematurely terminated within 6 months of its commencement:</p> <p>(i) (in the instance where such tenant is secured by the property manager) the property manager shall refund the trustee 50.0% of the commission which it received from the trustee; and</p> <p>(ii) (in the instance where such tenant is secured by a third party agent) the trustee, for and on behalf of Ascendas REIT, is entitled to a refund of 50.0% of the commission paid to the third party agent, subject to the property manager procuring (on a best efforts basis) the third party agent to refund 50.0% of the commission received.</p> <p>If the tenant fully compensates the trustee, for and on behalf of Ascendas REIT, for the pre-termination (taking into account the loss of income and related expenses) the property manager need not refund 50.0% of the commission. If the tenant only compensates the trustee, for and on behalf of Ascendas REIT, for a proportion of the loss, the amount refunded to the trustee, for and on behalf of Ascendas REIT, by the property manager would be pro-rated based on the unrecovered loss divided by the aggregate total loss multiplied by 50.0% of the commission paid.</p> <p>In relation to any new take-up of space by an existing tenant or where the space is taken up by a new tenant introduced by an existing tenant, the fees payable to the manager are as follows:</p> <table border="1" data-bbox="544 1249 1393 1989"> <thead> <tr> <th data-bbox="544 1249 879 1317"><u>Length of new tenancy secured by manager</u></th> <th data-bbox="879 1249 1393 1317"><u>Commission payable</u></th> </tr> </thead> <tbody> <tr> <td data-bbox="544 1339 879 1373">(a) Less than 6 months</td> <td data-bbox="879 1339 1393 1373">Nil</td> </tr> <tr> <td data-bbox="544 1395 879 1462">(b) 6 months or more but less than 3 years</td> <td data-bbox="879 1395 1393 1462">Equivalent to amount pro-rated based on tenancy for 3 years as in sub-paragraph (c) below</td> </tr> <tr> <td data-bbox="544 1485 879 1518">(c) 3 years</td> <td data-bbox="879 1485 1393 1518">Equivalent to 1 month's gross rent inclusive of service charge</td> </tr> <tr> <td data-bbox="544 1541 879 1574">(d) Between 3 and 5 years</td> <td data-bbox="879 1541 1393 1597">Equivalent to amount pro-rated based on tenancy for 5 years as in sub-paragraph (e) below</td> </tr> <tr> <td data-bbox="544 1619 879 1653">(e) 5 years</td> <td data-bbox="879 1619 1393 1653">Equivalent to 2 months' gross rent inclusive of service charge</td> </tr> <tr> <td data-bbox="544 1675 879 1731">(f) More than 5 years, with the terms of the lease subject to the prior approval of the manager</td> <td data-bbox="879 1675 1393 1731">Equivalent to amount pro-rated based on tenancy for 5 years as in sub-paragraph (e) above, provided always that the commission payable shall not exceed a sum equivalent to 3 months' gross rent inclusive of service charge</td> </tr> </tbody> </table>	<u>Length of new tenancy secured by manager</u>	<u>Commission payable</u>	(a) Less than 6 months	Nil	(b) 6 months or more but less than 3 years	Equivalent to amount pro-rated based on tenancy for 3 years as in sub-paragraph (c) below	(c) 3 years	Equivalent to 1 month's gross rent inclusive of service charge	(d) Between 3 and 5 years	Equivalent to amount pro-rated based on tenancy for 5 years as in sub-paragraph (e) below	(e) 5 years	Equivalent to 2 months' gross rent inclusive of service charge	(f) More than 5 years, with the terms of the lease subject to the prior approval of the manager	Equivalent to amount pro-rated based on tenancy for 5 years as in sub-paragraph (e) above, provided always that the commission payable shall not exceed a sum equivalent to 3 months' gross rent inclusive of service charge
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(f) More than 5 years, with the terms of the lease subject to the prior approval of the manager	Equivalent to amount pro-rated based on tenancy for 5 years as in sub-paragraph (e) above, provided always that the commission payable shall not exceed a sum equivalent to 3 months' gross rent inclusive of service charge														

Name of industrial REIT	Terms	
	<u>Length of renewal of tenancy secured by manager</u> (a) Less than 6 months (b) 6 months or more but less than 1 year (c) 1 year or more but less than 3 years (d) 3 years or more but less than 5 years (e) 5 years (f) More than 5 years	<u>Commission payable</u> Nil Equivalent to amount pro-rated based on tenancy for 1 year or more but less than 3 years as in sub-paragraph (c) below Equivalent to 0.5 month's gross rent inclusive of service charge Equivalent to amount pro-rated based on tenancy for 5 years as in sub-paragraph (e) below Equivalent to 1 month's gross rent inclusive of service charge Equivalent to amount pro-rated based on tenancy for 5 years as in sub-paragraph (e) above, provided always that the commission payable shall not exceed a sum equivalent to 1.5 month's gross rent inclusive of service charge <i>The above fees paid for renewal of tenancy is subject to a refund of 50.0% of the commission paid to the manager if the tenancy is prematurely terminated within six months of the commencement of the tenancy. If the tenant fully compensates the trustee, for and on behalf of Ascendas REIT, for the pre-termination (taking into account the loss of income and related expenses) the manager need not refund 50.0% of the commission. If the tenant only compensates the trustee, for and on behalf of Ascendas REIT, for a proportion of the loss, the amount refunded to the trustee, for and on behalf of Ascendas REIT, by the manager would be pro-rated based on the unrecovered loss divided by the aggregate total loss multiplied by 50.0% of the commission paid.</i>
Cache Logistics Trust	There was no separate fee indicated in respect of marketing services.	
Cambridge Industrial Trust	<u>Length of new tenancy secured by property manager</u> (a) 3 years or less (b) More than 3 years <u>Length of renewal of tenancy secured by property manager</u> (a) 3 years or less (b) More than 3 years	<u>Commission payable</u> Equivalent to 1 month's gross rent inclusive of service charge Equivalent to 2 months' gross rent inclusive of service charge <u>Commission payable</u> Equivalent to 0.5 month's gross rent inclusive of service charge Equivalent to 1 month's gross rent inclusive of service charge If a third party agent secures a tenancy, the property manager will be responsible for any marketing services commission payable to such third party agent, and the property manager will be entitled to a commission as follows:

Name of industrial REIT	Terms	
	<u>Length of new tenancy secured by third party agent</u> (a) 3 years or less (b) More than 3 years	<u>Commission payable</u> Equivalent to 1.2 month's gross rent inclusive of service charge Equivalent to 2.4 months' gross rent inclusive of service charge
Mapletree Industrial Trust	<u>Length of new tenancy secured by property manager</u> (a) 3 years or less (b) More than 3 years <u>Length of renewal of tenancy secured by property manager</u> (a) 3 years or less (b) More than 3 years If a third party agent secures a tenancy, the property manager will be responsible for all marketing services commission payable to such third party agent, and the property manager will be entitled to a commission as follows: <u>Length of new tenancy secured by third party agent</u> (a) 3 years or less (b) More than 3 years	<u>Commission payable</u> Up to 1 month's gross rent inclusive of service charge Up to 2 months' gross rent inclusive of service charge <u>Commission payable</u> Up to 0.5 month's gross rent inclusive of service charge Up to 1 month's gross rent inclusive of service charge <u>Commission payable</u> Up to 1.2 month's gross rent inclusive of service charge Up to 2.4 months' gross rent inclusive of service charge
Mapletree Logistics Trust	<u>Length of new tenancy secured by property manager</u> (a) 3 years or less (b) More than 3 years <u>Length of renewal of tenancy secured by property manager</u> (a) 3 years or less (b) More than 3 years	<u>Commission payable</u> Equivalent to 1 month's gross rent inclusive of service charge Equivalent to 2 months' gross rent inclusive of service charge <u>Commission payable</u> Equivalent to 0.5 month's gross rent inclusive of service charge Equivalent to 1 month's gross rent inclusive of service charge

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(d) More than 3 years but less than 5 years	Equivalent to amount pro-rated based on tenancy for 5 years as in sub-paragraph (e) below																								

Name of industrial REIT	Terms	
	(e) 5 years (f) More than 5 years	Equivalent to 1 month's gross rent inclusive of service charge Equivalent to amount pro-rated based on tenancy for 5 years as in sub-paragraph (c) above, provided always that the commission payable shall not exceed a sum of 1.5 month's gross rent inclusive of service charge <i>If a third party agent secures a tenancy, the manager shall pay the marketing services commission to the property manager, and the property manager shall then pay all of such marketing services commission to the third party agent. The property manager shall only be entitled to an administrative charge of 20.0% of the marketing services commissions payable to such third party agent over and above what was paid to the third party agent. The property manager shall not, without the consent of the manager, pay the third party agent a market services commission which is lower than what the property manager receives.</i> <i>For the avoidance of doubt, in the event that the property manager agrees to pay the third party agent a market services commission that exceeds the marketing services commission it receives, the property manager is not entitled to any additional market services commission.</i>
Viva Industrial Trust	<u>Length of new tenancy secured by property manager</u> (a) 3 years or less (b) More than 3 years <u>Length of renewal of tenancy secured by property manager</u> (a) 3 years or less (b) More than 3 years If a third party agent secures a tenancy, the property manager will be responsible for all marketing services commission payable to such third party agent, and the property manager will be entitled to a commission as follows: <u>Length of new tenancy secured by third party agent</u> (a) 3 years or less (b) More than 3 years	<u>Commission payable</u> Up to 1 month's gross rent inclusive of service charge Up to 2 months' gross rent inclusive of service charge <u>Commission payable</u> Up to 0.5 month's gross rent inclusive of service charge Up to 1 month's gross rent inclusive of service charge Up to 1.2 month's gross rent inclusive of service charge Up to 2.4 months' gross rent inclusive of service charge

4.3.5 Project management services fees

We note, from the table below, that the proposed project management services fees under the Master Property Management Agreement are generally in line with other industrial REITs listed on the SGX-ST.

Name of industrial REIT	Terms	
AACI REIT	<u>Amount of construction costs</u> (a) S\$2.0 million or less (b) Exceed S\$2.0 million but do not exceed S\$20.0 million (c) Exceed S\$20.0 million but do not exceed S\$50.0 million (d) Exceed S\$50.0 million	<u>Fee</u> 3.0% of the Construction Costs 2.0% of the Construction Costs 1.5% of the Construction Costs To be mutually agreed by the parties
Ascendas REIT	<u>Amount of construction costs</u> (a) S\$2.0 million or less (b) Exceed S\$2.0 million but do not exceed S\$12.0 million (c) Exceed S\$12.0 million but do not exceed S\$40.0 million (d) Exceed S\$40.0 million but do not exceed S\$70.0 million (e) Exceed S\$70.0 million but do not exceed S\$100.0 million (f) Exceed S\$100.0 million	<u>Fee</u> 3.0% of the construction costs 2.15% of the construction costs 1.45% of the construction costs 1.40% of the construction costs 1.35% of the construction costs To be mutually agreed by the parties, but in any event, no higher than 1.35% of the construction costs
Cache Logistics Trust	<u>Amount of construction costs</u> (a) S\$2.0 million or less (b) Exceed S\$2.0 million but do not exceed S\$20.0 million (c) Exceed S\$20.0 million but do not exceed S\$50.0 million (d) Exceed S\$50.0 million	<u>Fee</u> 3.0% of the construction costs 2.0% of the construction costs or S\$60,000 whichever is the higher 1.5% of the construction costs or S\$400,000 whichever is the higher To be mutually agreed by the parties
Cambridge Industrial Trust	<u>Amount of construction costs</u> (a) S\$2.0 million or less (b) Exceed S\$2.0 million but do not exceed S\$20.0 million (c) Exceed S\$20.0 million but do not exceed S\$50.0 million (d) Exceed S\$50.0 million	<u>Fee</u> 3.0% of the construction costs 2.0% of the construction costs 1.5% of the construction costs To be mutually agreed by the parties
Mapletree Industrial Trust	<u>Amount of construction costs</u> (a) S\$2.0 million or less (b) Exceed S\$2.0 million but do not exceed S\$20.0 million (c) Exceed S\$20.0 million but do not exceed S\$50.0 million (d) Exceed S\$50.0 million	<u>Fee</u> 3.0% of the construction costs 2.0% of the construction costs or S\$60,000, whichever is the higher 1.5% of the construction costs or S\$400,000, whichever is the higher To be mutually agreed by the parties

Name of industrial REIT	Terms	
Mapletree Logistics Trust	<u>Amount of construction costs</u> (a) S\$2.0 million or less (b) Exceed S\$2.0 million but do not exceed S\$20.0 million (c) Exceed S\$20.0 million but do not exceed S\$50.0 million (d) Exceed S\$50.0 million	<u>Fee</u> 3.0% of the construction costs 2.0% of the construction costs 1.5% of the construction costs To be mutually agreed by the parties
Sabana Shari'ah Compliant REIT	There was no separate fee indicated in respect of project management services.	
Soilbuild Business Space REIT	<u>Amount of construction costs</u> (a) S\$2.0 million or less (b) Exceed S\$2.0 million but do not exceed S\$12.0 million (c) Exceed S\$12.0 million but do not exceed S\$40.0 million (d) Exceed S\$40.0 million but do not exceed S\$70.0 million (e) Exceed S\$70.0 million but do not exceed S\$100.0 million (f) Exceed S\$100.0 million	<u>Fee</u> 3.0% of the construction costs 2.15% of the construction costs or S\$60,000 whichever is higher 1.45% of the construction costs or S\$258,000 whichever is higher 1.40% of the construction costs or S\$580,000 whichever is higher 1.35% of the construction costs or S\$980,000 whichever is higher To be mutually agreed by the parties
Viva Industrial Trust	<u>Amount of construction costs</u> (a) S\$2.0 million or less (b) Exceed S\$2.0 million but do not exceed S\$20.0 million (c) Exceed S\$20.0 million but do not exceed S\$50.0 million (d) Exceed S\$50.0 million	<u>Fee</u> 3.0% of the construction costs 2.0% of the construction costs or S\$60,000 whichever is higher 1.5% of the construction costs or S\$400,000, whichever is the higher 1.4% of the construction costs or S\$750,000 whichever is the higher

4.3.6 Reimbursements

We note, from the table below, that the nature of the proposed reimbursements under the Master Property Management Agreement is generally in line with other industrial REITs listed on the SGX-ST.

Name of industrial REIT	Terms
AACI REIT	The Property Manager will be fully reimbursed by the Trustee, following the recommendation of the Manager, for the employment costs and remuneration relating to the employees of the Property Manager engaged solely and exclusively for management of the property, as approved in each annual budget of the relevant property.
Ascendas REIT	The trustee shall: (i) reimburse the base salary of the employees of the property manager (approved by the manager) engaged solely for site supervision of the properties (such costs are part of the annual business plan and budget approved by the trustee on the

Name of industrial REIT	Terms
	<p>recommendation of the manager or otherwise agreed between the trustee and the manager); and</p> <p>(ii) the trustee shall pay a fee of 10.0% of such base salary. This payment of 10.0% of the base salary is to cover the cost of providing employment benefits such as medical, insurance, staff welfare and other related fringe benefits which are not covered by the base salary.</p>
Cache Logistics Trust	<p>The property manager will be fully reimbursed for each property under its management:</p> <p>(i) the employment and remuneration costs of the team of personnel employed by the property manager for the provision of services to that property; and</p> <p>(ii) the employment and remuneration costs relating to the centralised team of employees of the property manager who provide group services for all properties of Cache Logistics Trust under its management, which costs are apportioned by the property manager to that property,</p> <p>as approved in each annual budget by the Trustee following the recommendation of the Manager.</p>
Cambridge Industrial Trust	There was no specific disclosure.
Mapletree Industrial Trust	The property manager will be fully reimbursed for each property under its management for the agreed employee expenditure incurred for each month.
Mapletree Logistics Trust	<p>In addition to its fees, the property manager will be fully reimbursed for each property under its management:</p> <p>(i) the employment and remuneration costs of the team of personnel employed by the property manager for the provision of services to that property; and</p> <p>(ii) the employment and remuneration costs relating to the centralised team of employees of the property manager who provide group services for all properties of Mapletree Logistics Trust under its management, which costs are apportioned by the property manager to that property,</p> <p>as approved in each annual budget by the trustee following the recommendation of the manager.</p>
Sabana Shari'ah Compliant REIT	There was no specific disclosure.
Soilbuild Business Space REIT	<p>The property manager will be reimbursed for each property under its management <i>inter alia</i> the following:</p> <p>(i) Reimbursable employment costs</p> <p>The trustee shall reimburse the salary of the employees of the property manager (approved by the manager) engaged solely for site supervision of the properties (such costs are part of the annual business plan and budget approved by the trustee on the</p>

Name of industrial REIT	Terms
	<p>recommendation of the manager or otherwise agreed between the trustee and the manager).</p> <p>(ii) Reimbursable advertising costs</p> <p>The trustee shall reimburse the property manager for the cost of advertising incurred by the property manager in relation to the promotion of leasing for the property provided that prior approval of the manager for such cost incurred has been obtained.</p> <p>(iii) Reimbursable customer care costs</p> <p>The trustee shall reimburse the property manager for the cost of customer care incurred by the property manager in relation to tenants of the property provided that prior approval of the manager for such cost incurred has been obtained.</p>
Viva Industrial Trust	There was no specific disclosure.

4.3.7 Expenses

Under the Master Property Management Agreement, the Property Manager shall be authorised to utilise funds deposited in operating accounts maintained in the name of the Trustee to make payment of all costs and expenses incurred in the operation, maintenance, management and marketing of such Master PMA Managed Property, within the budget approved in the annual budget for such Master PMA Managed Property. We note that this is generally in line with the practice of the other industrial REITs listed on the SGX-ST.

5. OUR OPINION

Based on the considerations set out above in this letter and subject to the qualifications and assumptions herein, we are of the view that the terms of the Master Property Management Agreement are on normal commercial terms and are not prejudicial to the interests of AACI REIT and its minority Unitholders. Accordingly, we are of the view that the Audit, Risk and Compliance Committee and Independent Directors of the Manager can recommend that Unitholders vote in favour of the resolution at the Extraordinary General Meeting.

This opinion is addressed to the Trustee, and the Audit, Risk and Compliance Committee and the Independent Directors of the Manager, in connection with and for the purpose of their consideration of the terms of the Master Property Management Agreement. Any statement or recommendation made by the Audit, Risk and Compliance Committee or the Independent Directors in respect of the terms of the Master Property Management Agreement shall remain their sole responsibility. Our opinion does not and cannot take into account future circumstances, including market, economic, industry, monetary and other conditions after the Latest Practicable Date as these are factors beyond the ambit of our review.

The letter is governed by, and construed in accordance with, the laws of Singapore, and is strictly limited to the matters stated herein and does not apply by implication to any other matter.

Yours faithfully

For and on behalf of

CIMB BANK BERHAD, SINGAPORE BRANCH

MAH KAH LOON
HEAD
CORPORATE FINANCE

TAN CHER TING
DIRECTOR
CORPORATE FINANCE

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NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that an **EXTRAORDINARY GENERAL MEETING** of holders of units of AIMS AMP Capital Industrial REIT ("**AACI REIT**", and the holders of units of AACI REIT, "**Unitholders**") will be held at the Amara Singapore, Level 3, Ballroom 2, 165 Tanjong Pagar Road, Singapore 088539 at 3.00 p.m. on Wednesday, 30 July 2014 (or as soon thereafter following the conclusion or adjournment of the Annual General Meeting of AACI REIT to be held at 2.00 p.m. on the same day and at the same place) for the purpose of considering and, if thought fit, passing, with or without modifications, the following resolution:

ORDINARY RESOLUTION

THE PROPOSED ENTRY INTO THE MASTER PROPERTY MANAGEMENT AGREEMENT

That:

- (i) approval be and is hereby given for the entry into the master property management agreement ("**Master Property Management Agreement**") between HSBC Institutional Trust Services (Singapore) Limited, in its capacity as trustee of AACI REIT (the "**Trustee**"), AIMS AMP Capital Industrial REIT Management Limited, in its capacity as manager of AACI REIT (the "**Manager**") and AIMS AMP Capital Property Management Pte. Ltd. (formerly known as MacarthurCook Property Management Pte. Ltd.) (the "**Property Manager**"), as described in the circular to Unitholders dated 9 July 2014;
- (ii) approval be and is hereby given for the payment of all fees, expenses and reimbursements relating to or arising from the Master Property Management Agreement; and
- (iii) 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 AACI REIT to give effect to the Master Property Management Agreement.

By Order of the Board

AIMS AMP Capital Industrial REIT Management Limited
(Company Registration no.: 200615904N, Capital Markets Services license no.: CMS100137-2)
As Manager of AIMS AMP Capital Industrial REIT

Koh Wee Lih

Executive Director and Chief Executive Officer
9 July 2014

Notes:

- 1 A 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 Where a Unitholder appoints more than one proxy, the appointments shall be invalid unless he/she specifies the proportion of his/her holding (expressed as a percentage of the whole) to be represented by each proxy.
- 3 The proxy form must be lodged at the Unit Registrar's office at Boardroom Corporate & Advisory Services Pte. Ltd., 50 Raffles Place #32-01, Singapore Land Tower, Singapore 048623 not later than 28 July 2014 at 3.00 p.m. being 48 hours before the time fixed for the Extraordinary General Meeting.

IMPORTANT: PLEASE READ THE NOTES TO PROXY FORM BELOW

Notes to Proxy Form

1. A Unitholder of AACI REIT (“**Unitholder**”) entitled to attend and vote at the Extraordinary General Meeting is entitled to appoint one or two proxies to attend and vote in his stead.
2. Where a Unitholder appoints more than one proxy, the appointments shall be invalid unless he specifies the proportion of his holding (expressed as a percentage of the whole) to be represented by each proxy.
3. A proxy need not be a Unitholder.
4. A Unitholder should insert the total number of Units held. If the Unitholder has Units entered against his name in the Depository Register maintained by The Central Depository (Pte) Limited (“**CDP**”), he should insert that number of Units. If the Unitholder has Units registered in his name in the Register of Unitholders of AACI REIT, he should insert that number of Units. If the Unitholder has Units entered against his name in the said Depository Register and registered in his name in the Register of Unitholders, he should insert the aggregate number of Units. If no number is inserted, this form of proxy will be deemed to relate to all the Units held by the Unitholder.
5. The instrument appointing a proxy or proxies (the “**Proxy Form**”) must be deposited at the Unit Registrar’s office at Boardroom Corporate & Advisory Services Pte. Ltd., 50 Raffles Place #32-01, Singapore Land Tower, Singapore 048623, not less than 48 hours before the time set for the Extraordinary General Meeting.
6. The Proxy Form must be executed under the hand of the appointor or of his attorney duly authorised in writing. Where the Proxy Form is executed by a corporation, it must be executed either under its common seal or under the hand of its attorney or a duly authorised officer.
7. Where the Proxy Form is signed on behalf of the appointor or of his attorney authorised in writing or a duly authorised officer, the power of attorney or other authority (if any) under which it is signed, or a notarially certified copy of such power or authority must (failing previous registration with the Manager) be lodged with the Proxy Form; failing which the Proxy Form may be treated as invalid.
8. The Manager shall be entitled to reject a Proxy Form which is incomplete, improperly completed or illegible or where the true intentions of the appointor are not ascertainable from the instructions of the appointor specified on the Proxy Form. In addition, in the case of Units entered in the Depository Register, the Manager may reject a Proxy Form if the Unitholder, being the appointor, is not shown to have Units entered against his name in the Depository Register as at 48 hours before the time appointed for holding the Extraordinary General Meeting, as certified by CDP to the Manager.
9. All Unitholders will be bound by the outcome of the Extraordinary General Meeting regardless of whether they have attended or voted at the Extraordinary General Meeting.
10. At any meeting, a resolution put to the vote of the meeting shall be decided on a poll.
11. On a poll, every Unitholder who is present in person or by proxy shall have one vote for every Unit of which he is the Unitholder. A person entitled to more than one vote need not use all his votes or cast them the same way.

AIMS AMP CAPITAL INDUSTRIAL REIT

(Constituted in the Republic of Singapore pursuant to a trust deed dated 5 December 2006 (as amended))

PROXY FORM EXTRAORDINARY GENERAL MEETING

IMPORTANT

1. For investors who have used their CPF monies to buy units in AIMS AMP Capital Industrial REIT, this Circular is forwarded to them at the request of their CPF Approved Nominees and is sent FOR INFORMATION ONLY.
2. This Proxy Form is not valid for use by CPF Investors and shall be ineffective for all intents and purposes if used or is purported to be used by them.
3. CPF Investors who wish to attend the Extraordinary General Meeting as observers have to submit their requests through their CPF Approved Nominees within the time frame specified. If they also wish to vote, they must submit their voting instructions to the CPF Approved Nominees within the time frame specified to enable them to vote on their behalf.
4. **PLEASE READ THE NOTES TO THE PROXY FORM.**

I/We _____ (Name(s) and NRIC/Passport Number(s))

of _____ (Address)
being a Unitholder/Unitholders of AIMS AMP Capital Industrial REIT ("**AACI REIT**"), hereby appoint:

Name	Address	NRIC/Passport Number	Proportion of Unitholdings	
			Number of Units	%

and/or (delete as appropriate)

Name	Address	NRIC/Passport Number	Proportion of Unitholdings	
			Number of Units	%

or, both of whom failing, the Chairman of the Extraordinary General Meeting as my/our proxy/proxies to attend and to vote for me/us on my/our behalf at the Extraordinary General Meeting of AACI REIT to be held at the Amara Singapore, Level 3, Ballroom 2, 165 Tanjong Pagar Road, Singapore 088539 at 3.00 p.m. on Wednesday, 30 July 2014 (or as soon thereafter following the conclusion or adjournment of the Annual General Meeting of AACI REIT to be held at 2.00 p.m. on the same day and at the same place) and any adjournment thereof. I/We direct my/our proxy/proxies to vote for or against the resolution to be proposed at the Extraordinary General Meeting as indicated hereunder. If no specific direction as to voting is given, the proxy/proxies will vote or abstain from voting at his/their discretion, as he/they will on any other matter arising at the Extraordinary General Meeting.

No.	Ordinary Resolution	Number of Votes For*	Number of Votes Against*
1.	To approve the proposed entry into the Master Property Management Agreement		

* If you wish to exercise all your votes "For" or "Against", please tick (✓) within the box provided. Alternatively, please indicate the number of votes as appropriate.

Dated this _____ day of _____ 2014

Total number of Units held

Signature(s) of Unitholder(s)/Common Seal of Corporate Unitholders

1st fold here

2nd fold here

Affix
Postage
Stamp

The Unit Registrar
Boardroom Corporate & Advisory Services Pte. Ltd.
50 Raffles Place
#32-01 Singapore Land Tower
Singapore 048623

3rd fold here



AMP CAPITAL 

AIMS AMP CAPITAL INDUSTRIAL REIT

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AIMS AMP CAPITAL INDUSTRIAL REIT

(a unit trust constituted in the Republic of Singapore pursuant to a trust deed dated
5 December 2006 (as amended))