

Croesus Retail Trust

(Registration No: 2013004)

(A business trust constituted on 7 May 2012
under the laws of the Republic of Singapore)

Managed by Croesus Retail Asset Management
Pte. Ltd. (Registration No: 201205175K)

Cyrus BidCo Pte. Ltd.

(Company Registration No: 201713609C)

(Incorporated in Singapore)

JOINT ANNOUNCEMENT

**PROPOSED ACQUISITION BY CYRUS BIDCO PTE. LTD.
OF ALL THE ISSUED UNITS IN CROESUS RETAIL TRUST
BY WAY OF A TRUST SCHEME**

1. INTRODUCTION

- 1.1 The Acquisition and the Scheme.** The respective boards of directors of Croesus Retail Asset Management Pte. Ltd. (the “**Trustee-Manager**”), as trustee-manager of Croesus Retail Trust (“**CRT**”), and Cyrus BidCo Pte. Ltd. (the “**Offeror**”) are pleased to announce the proposed acquisition (the “**Acquisition**”) of all the issued units in CRT (the “**Units**”) by the Offeror, a company incorporated in Singapore by funds managed or advised by affiliates of The Blackstone Group L.P. (collectively, the “**Blackstone Group**”). The Acquisition will be effected by way of a trust scheme (the “**Scheme**”) in compliance with the Singapore Code on Take-overs and Mergers (the “**Code**”).
- 1.2 Implementation Agreement.** In connection with the Acquisition, the Trustee-Manager and the Offeror (each, a “**Party**” and collectively the “**Parties**”) have today entered into an implementation agreement (the “**Implementation Agreement**”) setting out the terms and conditions on which the Trustee-Manager and the Offeror will implement the Scheme. The directors of the Trustee-Manager who are considered independent for the purposes of the Scheme (the “**Independent Directors**”) have unanimously approved the Implementation Agreement and the Trustee-Manager entering into the Implementation Agreement.
- 1.3 Amendment of Trust Deed.** In connection with the implementation of the Scheme, the Trustee-Manager proposes to enter into a supplemental trust deed (the “**Supplemental Trust Deed**”) to amend the existing trust deed dated 7 May 2012 constituting CRT (as amended and supplemented by the amending and restating deeds dated 29 June 2012, 7 November 2012, 24 April 2013, 30 April 2013 and 27 October 2016) (the “**Trust Deed**”) to include provisions to facilitate the implementation of the Scheme as set out in **Schedule 1** (the “**Trust Deed Amendment**”).
- 1.4 Scheme Consideration and Premium.**

Scheme Consideration = S\$1.17 in cash for each Unit

The Scheme presents the unitholders of CRT (“**Unitholders**”) with an opportunity to realise their investment in the Units at an attractive premium of approximately 38 per cent. over the

volume weighted average price (“**VWAP**”) of S\$0.85 per Unit for the 12-month period up to and including 25 April 2017, being the last trading day (the “**Last Full Trading Day**”) immediately prior to the date of the initial holding announcement on 26 April 2017 by the Trustee-Manager that it has been approached in connection with a potential transaction that may or may not lead to an acquisition of all the Units (the “**Initial Holding Announcement**”), without incurring brokerage and other trading costs. Please refer to paragraph 7 of this Joint Announcement for further details.

1.5 Permitted Distributions.

The Trustee-Manager is permitted under the Implementation Agreement to declare, make or pay any distributions to Unitholders out of the distributable income of CRT for the calendar year 2017, as follows:

- 1.5.1** if the Effective Date (as defined in paragraph 4.1 of this Joint Announcement) falls on or before 31 October 2017, up to an aggregate of approximately S\$31.3 million, representing approximately 4.06 Singapore cents per Unit, for the period from 1 January 2017 to the Effective Date; and
- 1.5.2** if the Effective Date falls after 31 October 2017, (i) up to an aggregate of approximately S\$31.3 million for the period from 1 January 2017 to 31 October 2017; and (ii) up to 90 per cent. of CRT's distributable income for the period from 1 November 2017 to the Effective Date,

(collectively, the “**Permitted Distributions**”).

For the avoidance of doubt, the Scheme Consideration will not be reduced by the Permitted Distributions.

The Offeror reserves the right to reduce the Scheme Consideration if any distribution in excess of the Permitted Distribution is declared, paid or made by the Trustee-Manager on or after the date of the Implementation Agreement.

2. INFORMATION ON CRT AND THE PARTIES

- 2.1 CRT.** CRT is a business trust constituted under the Trust Deed on 7 May 2012 and registered under the Business Trusts Act, Chapter 31A of Singapore on 2 May 2013. Listed on the Mainboard of the Singapore Exchange Securities Trading Limited (the “**SGX-ST**”) on 10 May 2013, CRT is an Asia-Pacific retail business trust focused on investing in a diversified portfolio of predominantly retail real estate assets located in Japan and the Asia-Pacific region.

As at the date of this Joint Announcement (the “**Joint Announcement Date**”), CRT has 769,732,510 Units in issue.

- 2.2 The Trustee-Manager.** The Trustee-Manager was incorporated in Singapore on 1 March 2012. CRT is managed by the Trustee-Manager, whose key objective is to deliver a competitive return on investment to the Unitholders through regular and growing distributions and long-term capital value growth of CRT's portfolio of assets.

As at the Joint Announcement Date, the Trustee-Manager has an issued and paid-up share capital of S\$100,000 comprising 100,000 ordinary shares in issue and no treasury shares.

The board of directors of the Trustee-Manager (the “**Board**”) comprises the following:

- 2.2.1 Mr Lim Teck Leong David (Chairman and Independent Director);
- 2.2.2 Mr Jim Chang Cheng-Wen (Executive Director and Chief Executive Officer);
- 2.2.3 Mr Eng Meng Leong (Independent Director);
- 2.2.4 Mr Quah Ban Huat (Independent Director); and
- 2.2.5 Mr Yong Chao Hsien Jeremy (Executive Director and Managing Director).

- 2.3 The Offeror.** The Offeror is a newly-incorporated entity formed for the purpose of the Scheme and is controlled by the Blackstone Group. The Offeror is incorporated under the laws of Singapore and has not traded since incorporation, nor has it entered into any obligations, other than those incidental to its formation or in connection with the Scheme.

The board of directors of the Offeror comprises the following:

- 2.3.1 Alan Kekoa Miyasaki;
- 2.3.2 Kimmo Benjam Tammela;
- 2.3.3 Prashant Kanodia; and
- 2.3.4 Emilia Ruth Law.

The Blackstone Group. The Blackstone Group is one of the largest institutional real estate investors in the world. With offices in the United States of America, Europe and Asia, as of 31 December 2016, the Blackstone Group manages US\$102 billion of equity for real estate investments. Since 2004, the Blackstone Group has completed over 20 public company real estate acquisitions with a combined transaction value in excess of US\$110 billion (including Hilton Hotels, Equity Office Properties Trust, Trizec Properties, Spirit Group, CarrAmerica Realty, CenterParcs UK, MeriStar Hospitality, La Quinta, Wyndham International, NHP PLC, Boca Resorts, Prime Hospitality, Extended Stay America, Savoy Hotels, Valad Property Group, Tysan Holdings Ltd., Japan Residential Investment Company, Strategic Hotels & Resorts and BioMed Realty Trust). The Blackstone Group is also one of the largest retail owners in the world, with investments in 563 properties globally and 15 properties totaling 6.5 million square feet in Asia (as of 30 September 2016). The Blackstone Group also has significant experience in executing transactions and has completed acquisitions with an aggregate value of over US\$3 billion in Japan (as of 31 December 2016).

3. THE ACQUISITION

3.1 The Scheme. The Scheme will be effected in accordance with the Code and the Trust Deed (as supplemented by the Supplemental Trust Deed), subject to the terms and conditions of the Implementation Agreement. Under the Scheme:

3.1.1 all the Units held by the Unitholders, as at a books closure date to be announced (before the Effective Date) by the Trustee-Manager on which the Transfer Books and the Register of Unitholders of CRT will be closed in order to determine the entitlements of the Unitholders in respect of the Scheme (the “**Books Closure Date**”), will be transferred to the Offeror:

- (i) fully-paid;
- (ii) free from all charges, mortgages, liens, hypothecations, judgments, encumbrances, easements, securities, title retentions, preferential rights, trust arrangements, pledges, rights of pre-emption or other rights or interests conferring similar rights in favour of a third party (“**Encumbrances**”); and
- (iii) together with all rights, benefits and entitlements attaching thereto as at the date of the Implementation Agreement and thereafter attaching thereto (including the right to receive and retain all rights and distributions (if any) declared, paid or made by the Trustee-Manager on or after the date of the Implementation Agreement), except for the Permitted Distributions. For the avoidance of doubt, the Trustee-Manager shall be entitled to announce, declare, make or pay the Permitted Distributions and the Unitholders shall have the right to receive and retain the Permitted Distributions; and

3.1.2 in consideration for such transfer of the Units, the Offeror will pay each Unitholder as at the Books Closure Date S\$1.17 in cash for each Unit transferred (the “**Scheme Consideration**”) upon the Scheme becoming effective in accordance with its terms. For the avoidance of doubt:

- (i) the Offeror is not entitled to receive any Permitted Distributions and the Scheme Consideration will not be reduced by the Permitted Distributions;
- (ii) the Scheme Consideration shall not be reduced by the transaction expenses referred to in paragraph 3.2 of this Joint Announcement which are incurred by the Trustee-Manager and up to a limit of US\$9,000,000 in aggregate (the “**Transaction Expenses Cap**”); and
- (iii) in the event any distribution in excess of the Permitted Distributions is declared, paid or made by the Trustee-Manager on or after the date of the Implementation Agreement, the Offeror reserves the right to reduce the Scheme Consideration by the amount of such excess.

3.2 Transaction Expenses. Unless otherwise agreed between the Parties, each Party to the Implementation Agreement shall bear its own expenses incurred in relation to the Acquisition and the Scheme.

- 3.3 Scheme Document.** Further information on the Scheme and the terms and conditions upon which the Scheme will be implemented by the Trustee-Manager and the Offeror will be set out in the document to be issued by the Trustee-Manager on behalf of CRT to all the Unitholders which will contain, *inter alia*, details of the Acquisition and the Scheme on terms agreed by the Parties (the “**Scheme Document**”).
- 3.4 Delisting.** Upon the Scheme becoming effective in accordance with its terms, CRT will be wholly-owned by the Offeror and will, subject to the approval of the SGX-ST, be delisted and removed from the Official List of the SGX-ST.
- 3.5 Switch Option – Competing Offer.** Pursuant to the terms of the Implementation Agreement, subject to prior consultation with the Securities Industry Council (the “**SIC**”), in the event of a Competing Offer¹, the Offeror shall have the right at its discretion to elect to proceed with the Acquisition by way of a general cash offer made for or on behalf of the Offeror to acquire all the Units on the terms and subject to the conditions which will be set out in the offer document issued for or on behalf of the Offeror (“**Offer**”) (in lieu of proceeding by way of the Scheme) (the “**Switch Option**”). If the Offeror exercises the Switch Option, it will make the Offer on the same or better terms as those which apply to the Scheme, including at a consideration per Unit at least equal to the Scheme Consideration, and conditional upon a level of acceptances set at no higher than the level of acceptances upon which the Competing Offer is conditional. In such event, the Parties have agreed that the Implementation Agreement shall terminate with effect from the date of announcement of the Offer (except for certain surviving provisions such as those relating to confidentiality, costs and expenses and governing law), and neither the Trustee-Manager nor the Offeror shall have any claim against the other under the Implementation Agreement. For the avoidance of doubt, if the Offer made by the Offeror pursuant to the exercise of the Switch Option becomes or is declared unconditional in all respects or becomes effective, paragraph 3.1.2(ii) and 3.2 of this Joint Announcement shall apply *mutatis mutandis* to such Offer to the effect that the consideration per Unit under the Offer shall not be reduced by the transaction expenses incurred by the Trustee-Manager in relation to the Acquisition, the Scheme and the Offer up to the Transaction Expenses Cap.

¹ In this Joint Announcement, “**Competing Offer**” means any offer, proposal or expression of interest by any person other than the Offeror pursuant to which such person or any other person may, whether directly or indirectly, and whether by unit purchase, scheme of arrangement, merger or amalgamation, capital reconstruction, purchase of assets, tender offer, general offer, partial offer, joint venture, dual listed company structure or otherwise:

- (i) acquire or become the holder or owner of, or otherwise have an economic interest in: (a) all or any substantial part of the businesses, assets, revenues and/or undertakings of CRT, or (b) all or a significant portion of the Units;
- (ii) acquire control of the CRT Group (as defined in footnote 3 of this Joint Announcement) or merge with CRT;
- (iii) benefit under any other arrangement having an effect similar to any of the above; or
- (iv) effect a transaction which would preclude or restrict the Acquisition and/or the Scheme.

4. SCHEME CONDITIONS

4.1 Scheme Conditions. The Scheme is conditional upon the satisfaction (or, where applicable, the waiver) of the conditions precedent (the “**Scheme Conditions**”) set out in **Schedule 2** to this Joint Announcement. If each of the Scheme Conditions is satisfied or, as the case may be, has been waived in accordance with the Implementation Agreement, the Scheme will come into effect on the date falling 7 Business Days² after the last of the Scheme Conditions set out in paragraphs 1, 2, 3 and 4 of **Schedule 2** to this Joint Announcement has been satisfied or, as the case may be, waived in accordance with the Implementation Agreement (the “**Effective Date**”), and in any event by no later than 31 December 2017 or such other date as the Parties may agree in writing (the “**Long Stop Date**”).

4.2 Benefit of Scheme Conditions

4.2.1 The Offeror’s Benefit. The Offeror alone may waive the Scheme Conditions in paragraph 6 (in relation to any Prescribed Occurrences set out in **Schedule 3** to this Joint Announcement relating to any CRT Group Entity)³, paragraph 7 and paragraph 9 of **Schedule 2** to this Joint Announcement.

4.2.2 The Trustee-Manager’s Benefit. The Trustee-Manager alone may waive the Scheme Conditions at paragraph 6 (in relation to any Prescribed Occurrences set out in **Schedule 3** to this Joint Announcement relating to the Offeror) and paragraph 8 of **Schedule 2** to this Joint Announcement.

4.2.3 Mutual Benefit. The Scheme Conditions in paragraphs 1 and 2 of **Schedule 2** to this Joint Announcement are not capable of being waived by either or both of the Parties. The Scheme Conditions in paragraphs 3, 4 and 5 of **Schedule 2** to this Joint Announcement may only be waived with the consent in writing of both Parties (to the extent legally permissible).

5. TERMINATION

5.1 Right to Terminate. The Implementation Agreement provides that subject to paragraph 5.3 of this Joint Announcement and provided the Party seeking termination does so only after it has had prior consultation with and approval of the SIC:

² In this Joint Announcement, “**Business Day**” means a day (other than Saturday, Sunday or public holiday) on which commercial banks are open for business in Singapore.

³ In this Joint Announcement, the “**CRT Group**” means CRT and its subsidiaries (as defined under the Companies Act, Chapter 50 of Singapore) and the *tokutei mokuteki kaisha* (“**TMK**”) structures through which CRT invests in the TBIs (as defined in the Implementation Agreement), and unless the context requires otherwise, the Trustee-Manager Share Trust (as defined in the Implementation Agreement), the Trustee-Manager and its subsidiaries, as at the date of the Implementation Agreement, and “**CRT Group Entity**” means any one of them.

- 5.1.1 (i) **Regulatory Action.** if any court of competent jurisdiction or Governmental Authority⁴ has issued an order, decree or ruling or taken any other action permanently enjoining, restraining or otherwise prohibiting the Scheme, the Acquisition or any part thereof, or has refused to do anything necessary to permit the Scheme, the Acquisition or any part thereof, and such order, decree, ruling, other action or refusal shall have become final and non-appealable, either Party may terminate the Implementation Agreement at any time on or prior to the date falling on the Business Day immediately preceding the Effective Date (the “**Record Date**”) by notice in writing to the other Party;
- (ii) **Breach.**
- (a) if the Trustee-Manager is in material breach of any provision of the Implementation Agreement (other than a provision which is qualified by a materiality test, in which case any breach shall suffice), in each such case which has individually or taken together with any other breaches resulted in a Material Adverse Effect⁵, or has failed to perform and

⁴ In this Joint Announcement, “**Governmental Authority**” means:

- (i) the government of any jurisdiction (including any national, state, municipal or local government or any political or administrative subdivision thereof) and any department, ministry, agency, instrumentality, court, central bank, commission or other authority thereof, including without limitation any entity directly or indirectly owned (in whole or in part) or controlled thereby;
- (ii) any public international organisation or supranational body and its institutions, departments, agencies and instrumentalities; and
- (iii) any quasi-government or private body or agency lawfully exercising, or entitled to exercise, any administrative, executive, judicial, legislative, regulatory, licensing, competition, Taxation (as defined in the Implementation Agreement), importing or other governmental or quasi-governmental authority.

⁵ In this Joint Announcement, “**Material Adverse Effect**” means a diminution:

- (i) in the consolidated net asset value of the CRT Group by more than 10 per cent. as compared to the consolidated net asset value in the consolidated unaudited financial statements of the CRT Group for the third quarter ended 31 March 2017 announced on 15 May 2017; or
- (ii) in the consolidated revenue of the CRT Group for the 12-month period prior to the Relevant Date by more than 10 per cent. as compared to the consolidated revenue of the CRT Group for the 12-month period ended 31 March 2017,

provided that the following items shall not be taken into account in determining the above: (a) foreign currency translations, (b) distributions that have already been paid to the Unitholders prior to the date of the Implementation Agreement as well as the Permitted Distributions and (c) any rent reduction in respect of leases entered into for Aeon Town Moriya and Aeon Town Suzuka.

In this Joint Announcement, “**Relevant Date**” means:

- (I) for the purposes of paragraph 9 of **Schedule 2** to this Joint Announcement only, the later of (a) the date of the latest publicly released consolidated unaudited financial statements of the CRT Group prior to the Record Date; or (b) the date of the calendar month-end falling at least 28 calendar days prior to the Record Date; and
- (II) in every other instance, the Record Date.

comply in all material respects with any matters referred to in paragraph 7(ii) of **Schedule 2** to this Joint Announcement on or prior to the Record Date, the Offeror may terminate the Implementation Agreement at any time on or prior to the Record Date by notice in writing to the Trustee-Manager; or

- (b) if the Offeror is in material breach of any provision of the Implementation Agreement (other than a provision which is qualified by a materiality test, in which case any breach shall suffice) or has failed to perform and comply in all material respects with any matters referred to in paragraph 8(ii) of **Schedule 2** to this Joint Announcement on or prior to the Record Date, the Trustee-Manager may terminate the Implementation Agreement at any time on or prior to the Record Date by notice in writing to the Offeror,

provided that either the Offeror or the Trustee-Manager, as the case may be, has given written notice to the other Party of the alleged breach and stating its intention to terminate the Implementation Agreement and further that in the case where such a breach is capable of remedy, the Party in breach fails to remedy the same within the earlier of (I) 20 Business Days after receipt of such notice or (II) the Record Date; and

- (iii) **Unitholders' Approval.** if the resolutions in respect of the amendments to the Trust Deed as stated in paragraph 1 of **Schedule 2** to this Joint Announcement and the Scheme are not approved (without amendment) by the requisite majorities of the Unitholders at the Scheme Meeting⁶, either Party may terminate the Implementation Agreement at any time on or prior to the Record Date by notice in writing to the other Party;

5.1.2 without prejudice to paragraph 13 of **Schedule 4** to this Joint Announcement and paragraph 5.4 of this Joint Announcement, if a Competing Offer becomes or is declared unconditional in all respects or becomes effective, either Party may terminate the Implementation Agreement by notice in writing to the other Party;

5.1.3 notwithstanding anything to the contrary in the Implementation Agreement and subject to the Party seeking termination doing so only after it has had prior consultation with and approval of the SIC, if any of the Scheme Conditions set out in **Schedule 2** to this Joint Announcement has not been satisfied (or, where applicable, has not been waived) by, or if the Scheme has not become effective on, the Long Stop Date, the Implementation Agreement shall terminate as follows:

- (i) in the event of any non-fulfilment of the Scheme Conditions in paragraphs 1, 2, 3, 4 and 5 of **Schedule 2** to this Joint Announcement, either Party may terminate the Implementation Agreement by notice in writing to the other Party;

⁶ In this Joint Announcement, "**Scheme Meeting**" means the meeting of the Unitholders to be convened to approve the Trust Deed Amendment and the Scheme, and any adjournment thereof.

- (ii) in the event of any non-fulfilment of the Scheme Conditions in paragraph 6 (in relation to any Prescribed Occurrences set out in **Schedule 3** to this Joint Announcement relating to any CRT Group Entity), paragraph 7 and paragraph 9 of **Schedule 2** to this Joint Announcement, the Offeror may terminate the Implementation Agreement by notice in writing to the Trustee-Manager; and
- (iii) in the event of any non-fulfilment of the Scheme Conditions in paragraph 6 (in relation to the Prescribed Occurrences set out in **Schedule 3** to this Joint Announcement relating to the Offeror) and paragraph 8 of **Schedule 2** to this Joint Announcement, the Trustee-Manager may terminate the Implementation Agreement by notice in writing to the Offeror.

5.2 Effect of Termination. In the event of termination of the Implementation Agreement by either Party pursuant to the terms of the Implementation Agreement:

- 5.2.1** the Implementation Agreement shall cease to have any further force or effect (except for certain surviving provisions such as those relating to confidentiality, costs and expenses and governing law); and
- 5.2.2** neither Party shall have any further liability or obligation to the other Party (except for certain surviving provisions such as those relating to confidentiality, costs and expenses and governing law); but
- 5.2.3** such termination shall not prejudice the rights of either Party which have accrued or arisen prior to such termination.

5.3 Consultation with the SIC. In the event either Party intends to consult the SIC in relation to the termination of the Implementation Agreement, it shall give prior written notice of such intention to the other Party.

5.4 Compensation. Pursuant to the terms of the Implementation Agreement:

- 5.4.1** the Trustee-Manager agrees that:
 - (i) it shall fully compensate the Offeror for all the costs and expenses incurred by or on behalf of the Offeror in connection with the Acquisition and/or the Scheme (including the fees and disbursements invoiced by its counsel, auditors and advisers engaged by or on behalf of the Offeror in connection with the Acquisition and/or the Scheme), subject to a maximum amount of 0.75 per cent. of the aggregate Scheme Consideration if any of the following occurs:
 - (a) in the event of a material breach or non-compliance by the Trustee-Manager of any of its obligations under paragraph 13 of **Schedule 4** to this Joint Announcement; and/or

- (b) in the event a Competing Offer becomes or is declared unconditional in all respects or becomes effective;
- 5.4.2 any payment under paragraph 5.4.1 of this Joint Announcement shall be made by the Trustee-Manager to the Offeror within:
- (i) (in the case of a payment under paragraph 5.4.1(i)(a) of this Joint Announcement) 10 Business Days after written notice from the Offeror to the Trustee-Manager stating that a payment obligation under paragraph 5.4.1(i)(a) of this Joint Announcement is triggered or where the Trustee-Manager issues a notice to the Offeror that it disagrees that such payment obligation is triggered, within 10 Business Days after the date of the final settlement of such disagreement or a court order ordering that payment be made (as the case may be); and
 - (ii) (in the case of a payment under paragraph 5.4.1(i)(b) of this Joint Announcement) 10 Business Days after the date on which the Competing Offer becomes or is declared unconditional in all respects or becomes effective; and
- 5.4.3 paragraph 5.4 of this Joint Announcement shall survive the termination of the Implementation Agreement and remain in effect until all liabilities of the Trustee-Manager under paragraph 5.4 of this Joint Announcement, if any, have been satisfied.

6. SPECIFIC OBLIGATIONS OF THE TRUSTEE-MANAGER

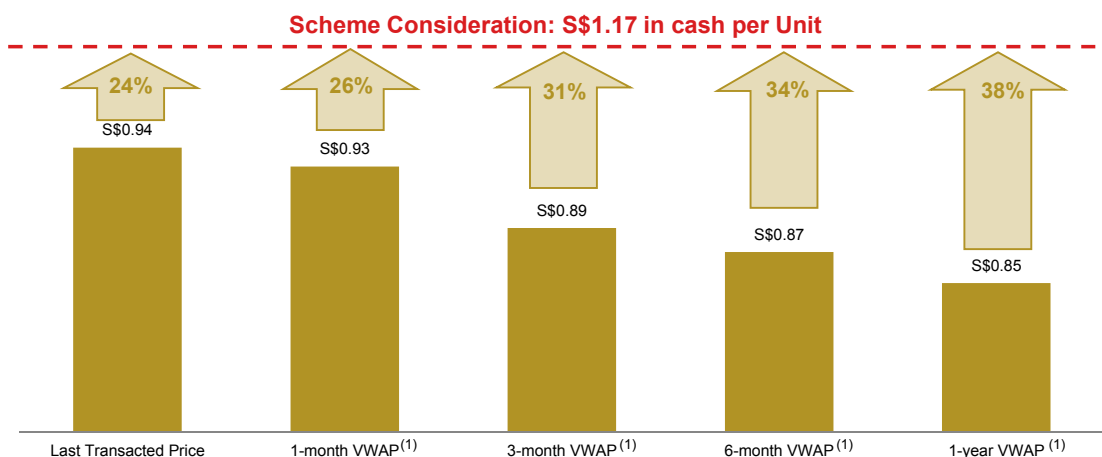
Pursuant to the terms of the Implementation Agreement but subject to (i) the fiduciary duties of its directors and (ii) compliance with all applicable laws and regulations, the Trustee-Manager shall execute all documents and do all acts and things necessary for the implementation of the Scheme, as expeditiously as practicable, including the obligations set out in **Schedule 4** to this Joint Announcement.

7. RATIONALE FOR THE ACQUISITION AND OFFEROR'S CURRENT INTENTIONS FOR CRT

7.1 Opportunity for Unitholders to Realise their Investment in Cash at an Attractive Valuation and a Compelling Price without incurring Brokerage Fees

The Scheme Consideration represents an attractive premium to the prevailing and historical trading prices of the Units prior to 26 April 2017, the date of the Initial Holding Announcement.

The Scheme Consideration represents a premium of approximately 24% over the last traded price of S\$0.940 per Unit on the Last Full Trading Day and premium of approximately 26%, 31%, 34%, 38%, over the VWAP of the Units over the 1-, 3-, 6- and 12-month periods respectively up to and including the Last Full Trading Day.



Source: Bloomberg L.P.

(1) The respective VWAPs are with reference to the relevant periods up to and including the Last Full Trading Day.

The Scheme Consideration exceeds the highest closing price of the Units, being S\$1.09 per Unit in May 2013, since CRT was listed on the Main Board of the SGX-ST.

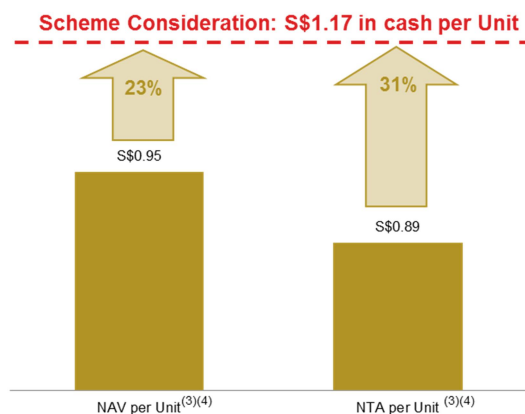


Source: Bloomberg L.P.

(2) Historical Unit prices have been adjusted for the (i) rights issue of 114,222,677 new Units on the basis of 22 rights Units for every 100 existing Units at an issue price of S\$0.610 per rights Unit, which was completed on 23 October 2015, and (ii) preferential offering of 27,682,070 new Units on the basis of 10 new Units for every 259 existing Units at an issue price of S\$0.797 per new Unit, which was completed on 17 August 2016.

The valuation implied by Scheme Consideration exceeds the latest available market value of the properties of the CRT Group.

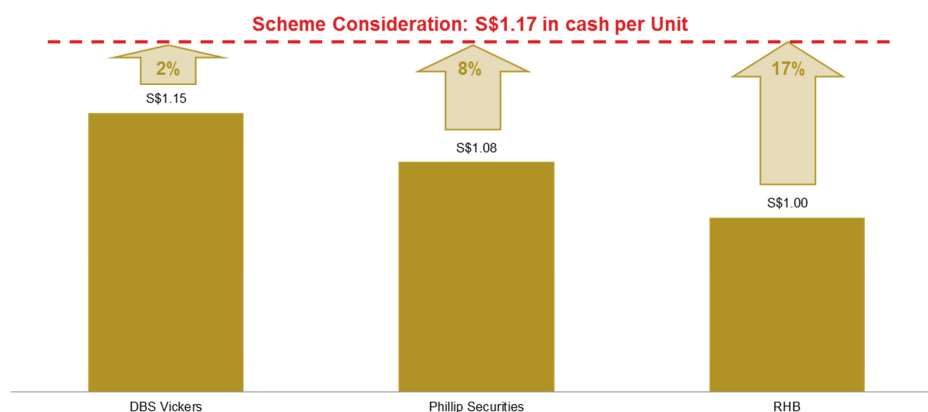
The Scheme Consideration represents a premium of approximately 23% and 31% above the net asset value (“NAV”) per Unit and net tangible asset (“NTA”) per Unit as at 31 March 2017 respectively. The NAV and NTA take into account the market value of the properties of the CRT Group as at 30 June 2016.



(3) NAV per Unit and NTA per Unit as at 31 March 2017. NTA excludes intangible assets pertaining to the goodwill arising from the acquisition of all issued shares of the Trustee-Manager on 31 August 2016 of JPY4,006 million.

(4) Based on an exchange rate of SGD 1.00 = JPY 80.21 extracted from Bloomberg L.P. as at 5.00 p.m. on 23 June 2017.

The Scheme Consideration exceeds all analysts' price targets.⁽⁵⁾



(5) As published on Bloomberg L.P. post the initial holding announcement by CRT on 26 April 2017.

Unitholders may also receive distributions without a reduction in the Scheme Consideration.

In addition, assuming the Effective Date falls on or before 31 October 2017, Unitholders may receive distributable income of CRT up to an aggregate of approximately S\$31.3 million, representing approximately 4.06 Singapore cents per Unit as the Trustee-Manager is permitted under the Implementation Agreement to declare such distributions to Unitholders.⁽⁶⁾ For the avoidance of doubt, the Scheme Consideration will not be reduced by the Permitted Distributions.⁽⁷⁾

(6) For the period from 1 January 2017 to the earlier of (i) the Effective Date, and (ii) 31 October 2017. If the Effective Date occurs after 31 October 2017, Unitholders may receive up to an additional 90% of CRT's distributable income for the period from 1 November 2017 to the Effective Date.

(7) The Permitted Distribution comprises: (i) if the Effective Date falls on or before 31 October 2017, up to an aggregate of approximately S\$31.3 million, representing approximately 4.06 Singapore cents per Unit, for the period from 1 January 2017 to the Effective Date; and (ii) if the Effective Date falls after 31 October 2017, (a) up to an aggregate of approximately S\$31.3 million and (b) up to 90% of CRT's distributable income for the period from 1 November 2017 to the Effective Date. The Offeror reserves the right to reduce the Scheme

Consideration if any distribution in excess of the Permitted Distribution is declared, paid or made by the Trustee-Manager on or after the date of the Implementation Agreement.

7.2 Opportunity for Unitholders to Exit their Investment in CRT

The historical trading liquidity of the Units on the SGX-ST has been low. The average daily trading volume of the Units over the last 1-month, 3-month, 6-month and 12-month periods up to and including the Last Full Trading Day are detailed in the table below.

	Average daily trading volume ⁽⁸⁾	Average daily trading volume as a percentage of total issued Units ⁽⁹⁾⁽¹⁰⁾
12-month period up to and including the Last Full Trading Day	1,333,700	0.17%
6-month period up to and including the Last Full Trading Day	1,275,111	0.17%
3-month period up to and including the Last Full Trading Day	1,540,706	0.20%
1-month period up to and including the Last Full Trading Day	1,543,976	0.20%

(8) Calculated using the total volume of Units traded divided by the number of days on which CRT is traded on the SGX-ST.

(9) Calculated using the daily total volume of Units traded divided by the total number of issued Units.

(10) Rounded to the nearest two decimal places.

7.3 Offeror's Intentions for CRT

The Offeror intends to undertake the Scheme with a view to delisting and privatising CRT. The Offeror is of the view that the delisting and privatisation of CRT will provide the Offeror and CRT with greater control and management flexibility in the implementation of any strategic initiatives and/or operational changes of the CRT Group, as well as dispense with compliance costs associated with the maintenance of its listed status.

Subsequent to the Effective Date and depending on the outcome of the Scheme, the Offeror intends to undertake a review of CRT's businesses and operations as well as evaluate strategic options. Save as disclosed and other than in the ordinary course of business, the Offeror presently has no plans to (i) introduce any major changes to the business of the CRT, (ii) re-deploy the fixed assets of the CRT, or (iii) discontinue the employment of the employees of the CRT Group. However, the Offeror retains the flexibility at any time to further consider any options or opportunities in relation to the CRT Group which may present themselves or which the Offeror may regard to be in the interests of the Offeror and the CRT Group.

8. APPROVALS REQUIRED

8.1 **Scheme Meeting and Court Sanction.** The Scheme will require, *inter alia*, the following approvals:

- 8.1.1 the approval of the Unitholders holding in the aggregate not less than three-fourths of voting rights of all the Unitholders present and voting either in person or by proxy at the Scheme Meeting to approve the Trust Deed Amendment (“**Resolution 1**”);
- 8.1.2 the approval of a majority in number of the Unitholders representing at least three-fourths in value of the Units held by the Unitholders present and voting either in person or by proxy at the Scheme Meeting to approve the Scheme (“**Resolution 2**”); and
- 8.1.3 where the High Court of the Republic of Singapore or where applicable on appeal, the Court of Appeal of the Republic of Singapore (in each case, referred to as the “**Court**”) accepts jurisdiction to make an order on the Scheme, the sanction of the Scheme by the Court under Order 80 of the Rules of Court, Chapter 322, R 5 of Singapore (the “**Scheme Court Order**”).

Resolution 2 in respect of the Scheme is contingent upon the approval of Resolution 1 in respect of the Trust Deed Amendment. In the event that Resolution 1 is not passed, the Trustee-Manager will not proceed with Resolution 2. This means that the Scheme cannot be implemented by the Trustee-Manager and the Offeror unless both Resolutions 1 and 2 are passed.

In addition, the Scheme will only come into effect if all the Scheme Conditions have been satisfied or, as the case may be, waived in accordance with the Implementation Agreement.

Switch Option – Scheme Court Order. In the event the Court does not or will not grant the Scheme Court Order even if Unitholders’ approval for Resolutions 1 and 2 is or will be obtained, for reasons other than that the Scheme is, in substance, not a reasonable one, subject to prior consultation with the SIC, the Offeror shall have the right at its discretion to exercise the Switch Option. In such event, the Offeror will make the Offer on the same or better terms as those which apply to the Scheme, save that the Offer shall be conditional upon a level of acceptances set at 90 per cent. of the Units to which the Offer relates, with the reservation of the right of the Offeror to reduce the 90 per cent. acceptance condition to a lower level of acceptances as the Offeror may decide and as may be approved by the SIC. If the Offeror exercises such Switch Option, the Parties have agreed that the Implementation Agreement shall terminate with effect from the date of announcement of the Offer (except for certain surviving provisions such as those relating to confidentiality, costs and expenses and governing law), and neither the Trustee-Manager nor the Offeror shall have any claim against the other under the Implementation Agreement. For the avoidance of doubt, if the Offer made by the Offeror pursuant to its exercise of such Switch Option becomes or is declared unconditional in all respects or becomes effective, paragraph 3.1.2(ii) and 3.2 of this Joint Announcement shall apply *mutatis mutandis* to such Offer to the effect that the consideration per Unit under the Offer shall not be reduced by the transaction expenses incurred by the

Trustee-Manager in relation to the Acquisition, the Scheme and the Offer up to the Transaction Expenses Cap.

8.2 SIC Confirmations. Pursuant to the application made by the Offeror to the SIC to seek SIC's rulings and confirmations on certain matters in relation to the Scheme, the SIC has confirmed on 23 June 2017, *inter alia*, that:

8.2.1 the Scheme is exempted from complying with Rules 14, 15, 16, 17, 20.1, 21, 22, 28, 29 and 33.2 and Note 1(b) on Rule 19 of the Code, subject to, amongst others, the following conditions:

- (i) the Offeror and its concert parties abstain from voting on the Scheme;
- (ii) the Scheme Document contains advice to the effect that by voting for the Scheme, Unitholders are agreeing to the Offeror and its concert parties acquiring CRT without having to make a general offer for CRT, and the Scheme Document discloses the names of the Offeror and its concert parties, their current voting rights in CRT and their voting rights in CRT after the Scheme;
- (iii) the Scheme is approved by a majority in number representing three-fourths in value of Unitholders or class of unitholders present and voting either in person or by proxy at a meeting convened to approve the Scheme; and
- (iv) the Trustee-Manager obtains Court approval for the Scheme under Order 80 of the Rules of Court; and

8.2.2 it has no objections to the Scheme Conditions.

9. FINANCIAL ADVISERS

9.1 Financial Adviser to the Trustee-Manager. Citigroup Global Markets Singapore Pte. Ltd. is the financial adviser to the Trustee-Manager in respect of the Acquisition and the Scheme.

9.2 Financial Adviser to the Offeror. DBS Bank Ltd. (the "**Offeror Financial Adviser**") is the financial adviser to the Offeror in respect of the Acquisition and the Scheme.

9.3 Independent Financial Adviser to the Independent Directors. The Trustee-Manager will appoint an independent financial adviser (the "**IFA**") to advise the Independent Directors for the purposes of making a recommendation to the Unitholders in connection with the Scheme. An announcement relating to the same will be made by the Trustee-Manager on SGXNET in due course. Full details of the Scheme including the recommendation of the Independent Directors along with the advice of the IFA (the "**IFA Letter**") will be included in the Scheme Document.

10. CONFIRMATION OF FINANCIAL RESOURCES

The Offeror Financial Adviser confirms that the Offeror has sufficient financial resources to acquire, and satisfy in full the aggregate Scheme Consideration payable by the Offeror for, all the Units to be acquired by the Offeror pursuant to the Scheme.

11. SCHEME DOCUMENT

11.1 Scheme Document. The Scheme Document containing full details of the Scheme (including the recommendation of the Independent Directors along with the IFA Letter) and giving notice of the Scheme Meeting to approve the Scheme will be despatched to the Unitholders in due course.

Unitholders are advised to refrain from taking any action in relation to their Units which may be prejudicial to their interests until they or their advisers have considered the information and the recommendations of the Independent Directors on the Scheme as well as the advice of the IFA set out in the Scheme Document.

Persons who are in doubt as to the action they should take should consult their stockbroker, bank manager, solicitor or other professional advisers.

12. DISCLOSURE OF INTERESTS

12.1 Trustee-Manager. As at the Joint Announcement Date, based on the Register of Directors' Unitholdings maintained by the Trustee-Manager, the interests in Units held by the directors of the Trustee-Manager are set out below:

Directors	Direct Interest		Deemed Interest	
	No. of Units	% ⁽¹⁾	No. of Units	% ⁽¹⁾
Mr Lim Teck Leong David	1,500,000	0.19	1,872,748 ⁽²⁾	0.24
Mr Jim Chang Cheng-Wen	-	-	19,418,040 ⁽³⁾	2.52
Mr Eng Meng Leong	-	-	-	-
Mr Quah Ban Huat	-	-	-	-
Mr Yong Chao Hsien Jeremy	-	-	19,418,040 ⁽⁴⁾	2.52

Notes:

- (1) All references to percentage shareholding of the issued units of CRT in this paragraph 12.1 of this Joint Announcement are based on the total issued Units as at the date of this Joint Announcement, being 769,732,510 Units in issue.
- (2) Mr Lim Teck Leong David is deemed to be interested in the 1,872,748 Units held by Mezzanine Holdings Limited.
- (3) Mr Jim Chang Cheng-Wen is deemed to be interested in the 19,418,040 Units held by Croesus Merchants International Pte. Ltd. ("CMIPL").
- (4) Mr Yong Chao Hsien Jeremy is deemed to be interested in the 19,418,040 Units held by CMIPL.

Save as disclosed in this Joint Announcement, no director of the Trustee-Manager or controlling Unitholder has any interest in the Scheme (other than by reason only of being a director of the Trustee-Manager or a Unitholder).

12.2 Offeror.

12.2.1 Holdings. As at the Joint Announcement Date, the Offeror Financial Adviser directly holds 38,728,028 Units representing approximately 5.03 per cent. of the total issued Units for its own account.

Save as disclosed in this Joint Announcement, none of (i) the Offeror; (ii) the directors of the Offeror; (iii) Blackstone Singapore Pte. Ltd.; and (iv) the directors of Blackstone Singapore Pte. Ltd. (collectively with the Offeror Financial Adviser, the “**Relevant Persons**”):

- (i) owns, controls or has agreed to acquire any (a) Units; (b) securities which carry voting rights in CRT; and (c) convertible securities, warrants, options or derivatives in respect of such Units or securities which carry voting rights in CRT (collectively, the “**CRT Securities**”); and
- (ii) has received any irrevocable undertaking from any party to vote in favour of the Scheme.

12.2.2 Other Arrangements. None of the Relevant Persons has:

- (i) granted a security interest over any CRT Securities to another person, whether through a charge, pledge or otherwise;
- (ii) borrowed from another person any CRT Securities (excluding borrowed securities which have been on-lent or on-sold); or
- (iii) lent to another person any CRT Securities.

12.2.3 Confidentiality. In the interests of confidentiality, save for the Relevant Persons, the Offeror has not made any enquiries in respect of certain other parties who are or who may be deemed to be acting in concert with it in connection with the Scheme. Similarly, in the interests of confidentiality, the Offeror Financial Adviser has not made any enquiries in respect of the other members of its group. Further enquiries will be made of such persons subsequent to this Joint Announcement and the relevant disclosures will be made in due course and in the Scheme Document.

13. OVERSEAS UNITHOLDERS

The applicability of the Scheme to Unitholders whose addresses are outside Singapore, as shown on the Register of Unitholders of CRT, or as the case may be, in the records of The Central Depository (Pte) Limited (each, an “**Overseas Unitholder**”), may be affected by the laws of the relevant overseas jurisdictions. Accordingly, all Overseas Unitholders should inform themselves about, and observe, any applicable legal requirements in their own jurisdictions.

Where there are potential restrictions on sending the Scheme Document to any overseas jurisdiction, the Offeror and the Trustee-Manager reserve the right not to send such documents to the Unitholders in such overseas jurisdiction. For the avoidance of doubt, the Scheme is being proposed to all the Unitholders (including the Overseas Unitholders), including those to whom the Scheme Document will not be, or may not be, sent, provided that the Scheme Document does not constitute an offer or a solicitation to any person in any jurisdiction in which such offer or solicitation is unlawful and the Scheme is not being proposed in any jurisdiction in which the introduction or implementation of the Scheme would not be in compliance with the laws of such jurisdiction.

Overseas Unitholders who are in doubt as to their positions should consult their own professional advisers in the relevant jurisdictions.

Further details in relation to the Overseas Unitholders will be contained in the Scheme Document.

14. DOCUMENT FOR INSPECTION

A copy of the Implementation Agreement will be made available for inspection during normal business hours at the office of the Trustee-Manager in Singapore at 50 Raffles Place, #25-03, Singapore Land Tower, Singapore 048623, from the Joint Announcement Date up until the Effective Date.

15. RESPONSIBILITY STATEMENTS

- 15.1 Trustee-Manager.** The directors of the Trustee-Manager (including any who may have delegated detailed supervision of the preparation of this Joint Announcement) have taken all reasonable care to ensure that the facts stated and all opinions expressed in this Joint Announcement (excluding information relating to the Offeror or any opinion expressed by the Offeror) are fair and accurate and that, where appropriate, no material facts which relate to CRT or the Trustee-Manager have been omitted from this Joint Announcement, and the directors of the Trustee-Manager jointly and severally accept responsibility accordingly.

Where any information has been extracted or reproduced from published or otherwise publicly available sources or obtained from the Offeror, the sole responsibility of the directors of the Trustee-Manager has been to ensure that, through reasonable enquiries, such information is accurately extracted from such sources or, as the case may be, reflected or reproduced in this Joint Announcement. The directors of the Trustee-Manager do not accept any responsibility for any information relating to the Offeror or any opinion expressed by the Offeror.

- 15.2 Offeror.** The directors of the Offeror (including any who may have delegated detailed supervision of the preparation of this Joint Announcement) have taken all reasonable care to ensure that the facts stated and all opinions expressed in this Joint Announcement (excluding information relating to CRT or the Trustee-Manager or any opinion expressed by the Trustee-Manager) are fair and accurate and that, where appropriate, no material facts in relation thereto have been omitted from this Joint Announcement, and the directors of the Offeror jointly and severally accept responsibility accordingly.

Where any information has been extracted or reproduced from published or otherwise publicly available sources or obtained from the Trustee-Manager, the sole responsibility of the directors of the Offeror has been to ensure that, through reasonable enquiries, such information is accurately extracted from such sources or, as the case may be, reflected or reproduced in this Joint Announcement. The directors of the Offeror do not accept any responsibility for any information relating to CRT or the Trustee-Manager or any opinion expressed by the Trustee-Manager.

28 June 2017

By order of the Board

By order of the board of directors

**CROESUS RETAIL ASSET MANAGEMENT
PTE. LTD.**

CYRUS BIDCO PTE. LTD.

as Trustee-Manager of
CROESUS RETAIL TRUST

Any queries relating to this Joint Announcement, the Acquisition or the Scheme should be directed to one of the following:

Croesus Retail Asset Management Pte. Ltd.

Cyrus BidCo Pte. Ltd.

Citigroup Global Markets Singapore Pte. Ltd.

DBS Bank Ltd.

Tel: +65 6657 1959

Tel: +65 6878 8657

Forward-Looking Statements

All statements other than statements of historical facts included in this Joint Announcement are or may be forward-looking statements. Forward-looking statements include but are not limited to those using words such as “seek”, “expect”, “anticipate”, “estimate”, “believe”, “intend”, “project”, “plan”, “strategy”, “forecast” and similar expressions or future or conditional verbs such as “will”, “would”, “should”, “could”, “may” and “might”. These statements reflect the Offeror’s or the Trustee-Manager’s (as the case may be) current expectations, beliefs, hopes, intentions or strategies regarding the future and assumptions in light of currently available information. Such forward-looking statements are not guarantees of future performance or events and involve known and unknown risks and uncertainties. Accordingly, actual results may differ materially from those described in such forward-looking statements. Given the risks and uncertainties that may cause actual results or outcomes to differ materially from those expressed or implied in such forward-looking statements, Unitholders and investors of the Offeror and CRT should not place undue reliance on such forward-looking statements, and neither the Offeror nor the Trustee-Manager undertakes any obligation to update publicly or revise any forward-looking statements.

SCHEDULE 1

TRUST DEED AMENDMENT

To insert the following provision as Clause 23A in the Trust Deed:

“23A. Trust Scheme

23A.1 Definitions

For the purposes of Clause 23A:

“Offeror” means any corporation and body unincorporated (whether incorporated or carrying on business in Singapore or not) or natural person (whether resident in Singapore or not and whether a citizen of Singapore or not) proposing to acquire all the Units in the Trust by way of the Trust Scheme;

“Scheme Meeting” means the general meeting (or any adjourned meeting) of the Holders for the purpose of, *inter alia*, considering and voting on the Scheme Resolutions;

“Scheme Resolutions” means resolutions of the Holders to approve the Trust Scheme, including:

- (i) a resolution passed by Holders holding in the aggregate not less than three-fourths of the voting rights of all the Holders present and voting either in person or by proxy at the Scheme Meeting to approve the amendments to the Trust Deed to facilitate the implementation of the Trust Scheme; and
- (ii) a resolution passed by a majority in number of Holders representing at least three-fourths in value of the Units held by the Holders or class of Holders present and voting either in person or by proxy at the Scheme Meeting to approve the Trust Scheme; and

“Trust Scheme” means the arrangement under which the Offeror acquires all of the units in the Trust, which is subject to the Scheme Resolutions being approved at the Scheme Meeting.

23A.2 Implementation of Trust Scheme

23A.2.1 Each Holder and the Trustee-Manager shall do all things and execute all deeds, instruments, transfers or other documents as the Trustee-Manager considers are necessary or desirable to give full effect to the terms of the Trust Scheme and the transactions contemplated by it.

23A.2.2 Without limiting the Trustee-Manager’s other powers under this Clause 23A, the Trustee-Manager shall have the power to do all things which it considers necessary, desirable or reasonably incidental to give effect to the Trust Scheme and the transactions contemplated by it.

23A.2.3 Clause 23A binds the Trustee-Manager and all Holders from time to time, including those who do not attend the Scheme Meeting, those who do not vote at the Scheme Meeting, and those who vote against the Scheme Resolutions at the

Scheme Meeting and to the extent of any inconsistency, overrides the other provisions of the Trust Deed.”

SCHEDULE 2

SCHEME CONDITIONS

All capitalised terms used and not defined in this Joint Announcement shall have the same meanings given to them in the Implementation Agreement, a copy of which is available for inspection during normal business hours at the office of the Trustee-Manager in Singapore from the Joint Announcement Date up until the Effective Date.

The Acquisition is conditional upon the satisfaction (or, where applicable, the waiver) of the following:

1. **Amendment of Trust Deed:** the approval of the Unitholders holding in the aggregate not less than three-fourths of voting rights of all the Unitholders present and voting either in person or by proxy at the Scheme Meeting to approve the amendments to the Trust Deed to facilitate the implementation of the Scheme as set out in **Schedule 1** to this Joint Announcement;
2. **Unitholder Approval for the Scheme:** the approval of a majority in number of the Unitholders representing at least three-fourths in value of the Units held by the Unitholders present and voting either in person or by proxy at the Scheme Meeting to approve the Scheme;
3. **Court Approval for the Scheme:** where the Court accepts jurisdiction to make an order on the Scheme, the sanction of the Scheme by the Court through the obtaining of the Scheme Court Order;
4. **Regulatory Approvals:** all the Regulatory Approvals having been obtained or granted and remaining in full force and effect from the date such Regulatory Approvals are obtained or granted up to the Record Date, including without limitation, the following:
 - (i) confirmation from the SIC that Rules 14, 15, 16, 17, 20.1, 21, 22, 28, 29 and 33.2 and Note 1(b) to Rule 19 of the Code shall not apply to the Scheme;
 - (ii) confirmation from the SIC that it has no objections to the Scheme Conditions;
 - (iii) the approval of the Japan Fair Trade Commission or expiration of the waiting period under Chapter 4 of the Act on Prohibition of Private Monopolisation and Maintenance of Fair Trade (Law No. 54 of 1947, as amended) and the relevant provisions of the Cabinet Ordinance and Regulations for the Law; and
 - (iv) approval-in-principle from the SGX-ST for the Scheme, the Scheme Document and for the proposed delisting of CRT from the SGX-ST;
5. **No Legal or Regulatory Restraint:** between the date of the Implementation Agreement and up to the Record Date, no issuance of any order, injunction, judgment, decree or ruling issued by any Governmental Authority or other legal or regulatory restraint, prohibition or condition preventing the consummation of the Acquisition or implementation of the Scheme or proposed transactions relating to the Scheme, shall be in effect;

6. **No Prescribed Occurrence:** between the date of the Implementation Agreement and up to the Record Date, no Prescribed Occurrence in relation to the Offeror or any CRT Group Entity (as the case may be) occurs other than as required or contemplated by the Implementation Agreement or the Acquisition;

7. **Trustee-Manager Representations, Warranties and Covenants:**

- (i) there having been no breach by the Trustee-Manager of its Warranties given under Clause 7.2 of the Implementation Agreement as at the date of the Implementation Agreement and the Record Date as though made on and as at each such date except to the extent any Warranty expressly relates to an earlier date (in which case as at such earlier date), in each such case which has, individually or taken together with any other breaches, resulted in a Material Adverse Effect and is material in the context of the Scheme; and
- (ii) the Trustee-Manager having, as at the Record Date, performed and complied in all material respects with all covenants and agreements contained in the Implementation Agreement which are required to be performed by or complied with by it, on or prior to the Record Date;

8. **Offeror Representations, Warranties and Covenants:**

- (i) there having been no breach by the Offeror of its Warranties given under Clause 7.1 of the Implementation Agreement as at the date of the Implementation Agreement and the Record Date as though made on and as at each such date except to the extent any Warranty expressly relates to an earlier date (in which case as at such earlier date), in each such case which has, individually or taken together with any other breaches, resulted in a material adverse effect on the business of the Offeror (taken as a whole) and is material in the context of the Scheme; and
- (ii) the Offeror having, as at the Record Date, performed and complied in all material respects with all covenants and agreements contained in the Implementation Agreement which are required to be performed by or complied with by it, on or prior to the Record Date; and

9. **Material Adverse Effect:** there being no event occurring from the date of the Implementation Agreement up to the Relevant Date which, individually or in the aggregate with any other events or occurrences, will result, or be reasonably likely to result, in a Material Adverse Effect. In determining whether there is a Material Adverse Effect for purposes of this paragraph 9 only, reference shall be made to the consolidated net asset value or the revenue of the CRT Group as reflected in the later of (i) the latest publicly released consolidated unaudited financial statements of the CRT Group prior to the Record Date; or (ii) the Relevant Statement (as defined below) as at the calendar month-end falling at least 28 calendar days prior to the Record Date setting out (a) the consolidated net asset value of the CRT Group and (b) the consolidated revenue of the CRT Group for the immediately preceding 12-month period.

The “**Relevant Statement**” shall, at the option of the Trustee-Manager, be:

- (I) the unaudited management accounts prepared in accordance with the same accounting policies and practices as applied in the consolidated unaudited financial statements of the CRT Group for the third quarter ended 31 March 2017 announced on 15 May 2017, except for the lack of note disclosure; or
- (II) a statement to be prepared based on information including the monthly property management reports of the CRT Group and other accounting records. The Trustee-Manager shall exercise best efforts to prepare such statement in accordance with the same accounting policies and practices as applied in the consolidated unaudited financial statements of the CRT Group for the third quarter ended 31 March 2017 announced on 15 May 2017, and in any event, shall ensure that such statement has been prepared materially in accordance with such accounting policies with respect to the determination of the consolidated net asset value and consolidated revenue, except for the lack of note disclosure.

For the avoidance of doubt, the following items shall not be taken into account in determining the above: (A) foreign currency translations, (B) distributions that have already been paid to the Unitholders prior to the date of the Implementation Agreement as well as the Permitted Distributions and (C) any rent reduction in respect of leases entered into for Aeon Town Moriya and Aeon Town Suzuka.

SCHEDULE 3

THE PRESCRIBED OCCURRENCES

All capitalised terms used and not defined in this Joint Announcement shall have the same meanings given to them in the Implementation Agreement, a copy of which is available for inspection during normal business hours at the office of the Trustee-Manager in Singapore from the Joint Announcement Date up until the Effective Date.

For the purpose of the Implementation Agreement, a “**Prescribed Occurrence**”, as referred to in paragraphs 4.2.1, 4.2.2, 5.1.3(ii) and 5.1.3(iii) of this Joint Announcement and paragraph 6 of **Schedule 2** to this Joint Announcement and defined in the Implementation Agreement, means, in relation to CRT and any of the CRT Group Entities or the Offeror, as the case may be, any of the following:

1. **Unit Buy-back:** CRT entering into a unit buy-back agreement or resolving to approve the terms of a unit buy-back agreement under the Trust Deed or the Business Trusts Act;
2. **Allotment of Units:** the Trustee-Manager making an allotment of, or granting an option to subscribe for, any Units, shares of a CRT Group Entity, securities convertible into Units or shares of a CRT Group Entity, or agreeing to make such an allotment or to grant such an option or convertible security, or any or doing any of the foregoing with respect to its own securities or the securities of CRT or a CRT Group Entity, except for the Management Fee Units;
3. **Conversion of Units:** CRT sub-dividing or consolidating all or any of its Units into a larger or smaller number of units;
4. **Amendment of Trust Deed:** the Trustee-Manager making any amendment to the Trust Deed, other than any amendment required in relation to the Scheme (including the Trust Deed Amendment);
5. **Amendment of TM Trust Deed:** Perpetual (Asia) Limited (“**Perpetual**”) making any amendment to the trust deed dated 12 June 2016 constituting the Trustee-Manager Share Trust;
6. **Issuance of Debt Securities:** the Trustee-Manager or a CRT Group Entity or a CRT Associate Entity⁷ issuing, or agreeing to issue, convertible notes or other debt securities;
7. **Distributions:** the Trustee-Manager or Perpetual declaring, making or paying any distributions to Unitholders, except for the Permitted Distributions;

⁷ In this Joint Announcement, “**CRT Associate Entities**” means collectively Apple Ippan Shadan Hojin, Durian Ippan Shadan Hojin, Mangosteen ISH, Orange Ippan Shadan Hojin, Persimmon ISH, ISH CRT Shobu and ISH CRT Tachikawa (collectively, the “**ISHs**”), the subsidiaries of the ISHs and GK CRT Shobu, GK CRT Tachikawa, YK Torius Management, GK CRT Saga and GK CRT Asahikawa, except for the TMKs.

8. **Injunctions:** an injunction or other order issued by any court of competent jurisdiction or other legal restraint or prohibition preventing the consummation of the Scheme or the Acquisition or any part thereof by either the Trustee-Manager or the Offeror;
9. **Cessation of Business:** CRT or the Offeror ceases or threatens to cease for any reason to carry on business in the usual ordinary course;
10. **Investigations and Proceedings:** if CRT, a CRT Group Entity, a CRT Associate Entity, the Offeror or any of their respective directors is the subject of any formal governmental, quasi-governmental, criminal, regulatory or stock exchange investigation and/or proceeding (other than any routine Tax audit) which has been served on such person in writing which will reasonably likely result in (i) a Material Adverse Effect or (ii) a material adverse effect on the Offeror (as the case may be);
11. **Resolution for Winding Up:** CRT (or any CRT Group Entity) or the Offeror resolving that it be wound up;
12. **Order of Court for Winding Up:** the making of an order by a court of competent jurisdiction for the winding up of CRT (or any CRT Group Entity) or the Offeror;
13. **Appointment of Liquidator and Judicial Manager:** the appointment of a liquidator, provisional liquidator, judicial manager, provisional judicial manager and/or other similar officer of any CRT Group Entity or the Offeror;
14. **Composition:** any CRT Group Entity or the Offeror entering into any arrangement or general assignment or composition for the benefit of its creditors generally;
15. **Appointment of Receiver:** the appointment of a receiver or a receiver and manager, in relation to the property or assets of any CRT Group Entity or the Offeror;
16. **Insolvency:** CRT (or any CRT Group Entity) or the Offeror becoming or being deemed by law or a court to be insolvent or stops or suspends or threatens to stop or suspend payment of its debts; or
17. **Analogous Event:** any event occurs which, under the laws of any jurisdiction, has an analogous or equivalent effect to any of the foregoing event(s).

SCHEDULE 4

SPECIFIC OBLIGATIONS OF THE TRUSTEE-MANAGER

All capitalised terms used and not defined in this Joint Announcement shall have the same meanings given to them in the Implementation Agreement, a copy of which is available for inspection during normal business hours at the office of the Trustee-Manager in Singapore from the Joint Announcement Date up until the Effective Date.

The Trustee-Manager's obligations under paragraphs 1 to 14 of this **Schedule 4** are subject to (i) the fiduciary duties of its directors; and (ii) compliance with all applicable laws and regulations.

1. **Joint Announcement:** the Trustee-Manager shall release the Joint Announcement jointly with the Offeror on SGXNET on the date of the Implementation Agreement;
2. **Supplemental Trust Deed:** the Trustee-Manager shall prepare the Supplemental Trust Deed to amend the Trust Deed to include the Trust Deed Amendment;
3. **Court Application:** as soon as reasonably practicable and in any event within 10 Business Days after the date of the Implementation Agreement, or such other date as the Parties may agree in writing, the Trustee-Manager shall apply to the Court for order(s) confirming that the Trust Deed Amendment is within the power of amendment within the Trust Deed and the Business Trust Act, convening the Scheme Meeting and for any ancillary order(s) relating thereto;
4. **Scheme Document:** subject to the provision of the Offeror Information⁸ by the Offeror, the Trustee-Manager shall prepare and despatch the Scheme Document to the Unitholders to approve the Trust Deed Amendment and the Scheme, in compliance with all applicable laws and regulations;
5. **SGX-ST Approval:** the Trustee-Manager shall submit the draft Scheme Document to the SGX-ST for clearance as soon as reasonably practicable after the date of the Implementation Agreement and diligently seek such clearance;
6. **Scheme Meeting:** if necessary, the Trustee-Manager shall apply to Court at a second hearing for order(s) convening the Scheme Meeting and for any ancillary order(s) relating thereto and convening the Scheme Meeting;
7. **Despatch of Documents:** the Trustee-Manager shall instruct its unit registrar to despatch to the entitled Unitholders the Scheme Document and the appropriate forms of proxy for use at the Scheme Meeting following approval thereof by the SGX-ST;
8. **Scheme Court Order:** if the Scheme is approved by Unitholders in accordance with the requisite majority, the Trustee-Manager shall apply to the Court for the Scheme Court Order, and diligently seek the Scheme Court Order;

⁸ In this Joint Announcement, "**Offeror Information**" means the information concerning the Offeror or its affiliates provided by or on behalf of the Offeror to the Trustee-Manager for inclusion in the Scheme Document.

9. MAS Lodgement:

- (i) following the approval by the requisite majorities of Unitholders of the Trust Deed Amendment and the Scheme, the Trustee-Manager shall deliver a copy of the resolutions approved at the Scheme Meeting to the Monetary Authority of Singapore (“MAS”) for lodgement within such time frame as shall be agreed between the Parties in writing (provided that such time frame shall be in compliance with the applicable requirements under the Business Trusts Act); and
- (ii) following the grant of the Scheme Court Order, the Trustee-Manager shall deliver the same to MAS for lodgement within such time frame as shall be agreed between the Parties in writing;

10. Conduct of CRT’s Business by the Trustee-Manager: during the period from the date of the Implementation Agreement to the Effective Date, the Trustee-Manager shall cause the CRT Group to carry on its respective businesses only in the usual and ordinary course in the same manner as previously conducted in compliance with all applicable laws and regulations in all material respects, and using reasonable endeavours to cause each of the CRT Associate Entities to carry on its business, in compliance with all applicable laws and regulations in all material respects, in the usual and ordinary course, subject to the terms of the Implementation Agreement including paragraph 14 of **Schedule 4** to this Joint Announcement;

11. Provision of Information and Assistance: subject and without prejudice to the Trustee-Manager’s legal or regulatory obligations, from the date of the Implementation Agreement until (and including) the Effective Date, the Trustee-Manager will and will procure that the CRT Group (and use reasonable endeavours to procure the CRT Associate Entities to) authorise and direct its officers, employees, auditors, legal advisers and other advisers to provide reasonable assistance and to co-operate with the Offeror (acting reasonably) (including the provision of information) for the completion of the Acquisition, the implementation of the Scheme (including for the fulfilment of the Scheme Conditions) and in connection with the Offeror’s plans for the CRT Group and CRT Associate Entities post-completion of the Acquisition (including the refinancing of existing banking facilities and debt instruments disclosed in the Index List (the “**Financing Arrangement**”));

12. Directors’ Recommendation: where the IFA has advised that the Unitholders should vote in favour of the Scheme, the Trustee-Manager will use reasonable endeavours to procure that its directors (other than those directors who are deemed to have an interest in the Scheme) will similarly recommend to the Unitholders to vote in favour of the Scheme at the Scheme Meeting, subject to and without prejudice to the fiduciary duties of such directors and the Trustee-Manager under all applicable laws and regulations (including their duties under the Business Trusts Act);

13. No Solicitation: during the period from the date of the Implementation Agreement to the earlier of the Effective Date and the date on which the Implementation Agreement is terminated in accordance with its terms, the Trustee-Manager will, subject to applicable laws and regulations:

- (i) not, and will procure that no CRT Group Entity (including its employees, representatives and advisers) will, except with the prior written consent of the Offeror, directly or indirectly, solicit, encourage, initiate, induce or enter into discussions, agreements or understandings regarding (a) any Competing Offer; or (b) any other transaction (including allowing any third party to perform due diligence investigations on any CRT Group Entity) which would preclude, interfere with or prejudice the Acquisition and/or the Scheme;
- (ii) notify the Offeror of the details of any approach or solicitations by any third party made in writing either to the Trustee-Manager or any CRT Group Entity with a view to the making of any such Competing Offer which the Trustee-Manager (acting reasonably) views as *bona fide*, upon it becoming aware of the relevant matter; and
- (iii) deal exclusively with the Offeror to complete the Acquisition and/or the Scheme,

save that the restrictions in this paragraph 13 shall not apply to (I) the provision of information by or on behalf of the Trustee-Manager to the SGX-ST, the SIC or the MAS; (II) the making of normal presentations, by and on behalf of any CRT Group Entity, to brokers, portfolio investors, analysts and members of the press and media in the ordinary and usual course of business; (III) prevent the Trustee-Manager from providing information to any *bona fide* third party in compliance with Rule 9.2 of the Code; and (IV) the acknowledgement of receipt of any correspondence relating to a Competing Offer.

For the avoidance of doubt, nothing in this paragraph 13 shall prohibit or restrict a CRT Group Entity from receiving any unsolicited or uninitiated expression of interest, offer or proposal of a kind referred to in this paragraph 13 and, in the event such expression of interest, offer or proposal is received by a CRT Group Entity, such CRT Group Entity shall be entitled to:

- (a) if required pursuant to the Listing Manual and/or the Code, announce such expression of interest, offer or proposal;
- (b) make any required recommendation to its unitholders or shareholders (as the case may be) as the directors of the Trustee-Manager or CRT Group Entity (as the case may be) may deem fit if a general offer is made in accordance with the Code;
- (c) entertain such unsolicited expression of interest, offer or proposal to the extent that the directors of the Trustee-Manager or CRT Group Entity (as the case may be) determine that failure to take such action would violate their fiduciary duties, or other statutory, legal and/or regulatory obligations to which they are subject under applicable laws and regulations (including obligations under the Code); and
- (d) generally perform all such acts as may be necessary for the directors of the Trustee-Manager or CRT Group Entity (as the case may be) to comply with and discharge their fiduciary duties, statutory, regulatory and/or legal obligations that they may be subject to under all applicable laws and regulations (including but not limited to their obligations under the Code); and

14. Normal Dealing: during the period between the date of the Implementation Agreement and the earlier of the Effective Date and the date on which the Implementation Agreement is

terminated in accordance with its terms, the Trustee-Manager will not, will procure that each CRT Group Entity will not and will use reasonable endeavours to procure that each CRT Associate Entity will not, without the prior written consent of the Offeror (such consent not to be unreasonably withheld or delayed):

- (i) except as would not be material in the context of the CRT Group taken as a whole and except for a disposal of the Management Fee Units, dispose of any assets, including units, shares or other interests in any CRT Group Entity, any CRT Associate Entity or in any other entity in which it has an interest to a third party, or, voluntarily assume, acquire or incur any liabilities (including contingent liabilities);
- (ii) dispose of any real property and/or any TBI owned by the CRT Group or any CRT Associate Entity or acquire any real property and/or any trust beneficiary interest in trust, the trustee of which owns real property;
- (iii) create, or agree to create, any Encumbrance over its business or any of its property;
- (iv) enter into any guarantee, indemnity or other agreement to secure any obligation of a third party that is not a CRT Group Entity or to create any Encumbrance over any of the CRT Group's assets or undertakings;
- (v) enter into any transaction with any unitholder, shareholder and/or director of any CRT Group Entity or any CRT Associate Entity other than in the ordinary and usual course of business of the CRT Group;
- (vi) save for the Financing Arrangements, incur further bank indebtedness;
- (vii) enter into, amend, or agree to amend, any employee benefit plans or employment contracts or increasing any employee compensation or benefits other than in the ordinary and usual course of business of the CRT Group;
- (viii) make, or agree to make, material modification of any existing property management agreements, building management agreements and asset management agreements, including any increase in fees or extension of any term thereof or modification of any termination provisions therein;
- (ix) enter into, terminate, renew, amend, waive or agree to amend or waive any material rights under, or agree to any renewal, rent review or rent reduction with respect to any leases (a) with a rental (excluding common area maintenance expenses, sales promotion, parking and all other service or maintenance charges) exceeding an annual sum of JPY60 million (in the case of variable rent components, rental shall be calculated on a forecasted sales basis) or (b) over 300 tsubos in area (including, without limitation, the leases entered into in respect of Aeon Town Moriya and Aeon Town Suzuka) (collectively, the "**Material Leases**"), but provided always that where the Trustee-Manager has provided a written request to the Offeror (in reasonable detail and attached with the relevant available information) that a CRT Group Entity or a CRT Associate Entity is seeking to enter into, terminate, renew, amend, waive or agree to amend or waive any material rights under, or agree to any renewal, rent review or rent reduction with respect to any Material Lease, the Offeror shall provide a written response to the Trustee-Manager indicating its acceptance or rejection of

such request within five (5) Business Days after receipt of such request, and in the event the Offeror (acting reasonably) rejects such request, its written response shall set out the reason(s) for its rejection. For the purposes of this paragraph 14(ix) only, any request from the Trustee-Manager shall be made in writing to such representatives of the Offeror as notified to the Trustee-Manager in writing on or prior to the date of the Implementation Agreement. For the avoidance of doubt, if the Offeror does not provide its rejection in writing within the timeframe prescribed above, the relevant CRT Group Entity or CRT Associate Entity may proceed to enter into, terminate, renew, amend, waive or agree to amend or waive any material rights under, or agree to any renewal, rent review or rent reduction with respect to each Material Lease which is the subject of the request to the Offeror;

- (x) without prejudice to the foregoing, renew, amend, or agree to renew or amend any terms of, any material agreement or arrangement to which any CRT Group Entity or CRT Associate Entity is a party or is bound by which would individually or together with other agreements or arrangements result in a Material Adverse Effect; and
- (xi) declare, make and pay any distributions to Unitholders out of the distributable income of CRT for the calendar year 2017, except as follows:
 - (a) if the Effective Date falls on or before 31 October 2017, up to S\$31,332,340 for the period from 1 January 2017 to the Effective Date; and
 - (b) if the Effective Date falls after 31 October 2017, (I) up to S\$31,332,340 for the period from 1 January 2017 to 31 October 2017; and (II) up to 90 per cent. of CRT's distributable income for the period from 1 November 2017 to the Effective Date,

collectively, the “**Permitted Distributions**”. In determining the distributable income of CRT for the period from 1 November 2017 to the Effective Date, it shall be assumed that 80 per cent. of the management fees payable to the Trustee-Manager for that period is to be satisfied by the issue of new Units (whether or not such Management Fee Units are issued). For the avoidance of doubt, the number of Units in issue as at the Effective Date shall be the aggregate of (I) 769,732,510 Units and (II) up to 2,000,000 Management Fee Units to be issued to the Trustee-Manager for the fourth quarter ended 30 June 2017.

15. Capital Expenditures: during the period between the date of the Implementation Agreement and the earlier of the Effective Date and the date on which the Implementation Agreement is terminated in accordance with its terms, it will not, will procure that each CRT Group Entity will not and will use reasonable endeavours to procure that each CRT Associate Entity will not, without the prior written consent of the Offeror (such consent not to be unreasonably withheld or delayed) enter into, amend or agree to amend, any contract or series of related contracts for capital expenditures except for:

- (i) the Permitted Capital Expenditures;
- (ii) contracts for capital expenditures that require any CRT Group Entity or CRT Associate Entity to make payments which are equal to or less than JPY10 million individually; and

- (iii) contracts for capital expenditures that require any CRT Group Entity or CRT Associate Entity to make payments which are in excess of JPY10 million individually, but provided always that the Trustee-Manager provides a written request to the Offeror (in reasonable detail and attached with the relevant available information) that the relevant CRT Group Entity or CRT Associate Entity is seeking to incur the relevant capital expenditures and upon delivery of such written request (in reasonable detail and attached with the relevant available information), the Offeror shall provide a written response to the Trustee-Manager indicating its acceptance or rejection of such request within five (5) Business Days after receipt of such request. For the purposes of this paragraph 15(iii) only, any request from the Trustee-Manager shall be made in writing to such representatives of the Offeror as notified to the Trustee-Manager in writing on or prior to the date of the Implementation Agreement. For the avoidance of doubt, if the Offeror does not provide its rejection in writing within the timeframe prescribed above, the relevant CRT Group Entity or CRT Associate Entity may proceed to incur the relevant capital expenditures which are the subject of the request to the Offeror.

Notwithstanding the above, within 14 days of the date of the Implementation Agreement, the Trustee-Manager shall seek the approval of the Offeror for any proposed capital expenditure which will require any CRT Group Entity or CRT Associate Entity to make payments which are in excess of JPY10 million individually (excluding the Permitted Capital Expenditures) as agreed between the Parties on or prior to the date of the Implementation Agreement, and for the purposes of such discussions, the Trustee-Manager shall provide the Offeror with reasonable detail and the relevant available information of such proposed capital expenditure. Upon delivery of such reasonable detail and relevant available information, the Parties shall discuss in good faith such proposed capital expenditure and the Offeror's consent for such proposed capital expenditure shall not be unreasonably withheld or delayed.