



Announcement to Singapore Exchange

7 October 2014

**GBP250,000,000 9.75 PER CENT. NOTES DUE JULY 2018 (THE “NOTES”) ISSUED
PURSUANT TO THE USD 5 BILLION EURO MEDIUM TERM NOTE PROGRAMME (THE
‘PROGRAMME’)**

ANNOUNCEMENT OF AMENDMENT OF TRUST DEED

We attach a notice in respect of the amendment of the Trust Deed in relation to the Programme.

Yours sincerely,

For Goodman Australia Finance Pty Limited

Carl Bicego
Company Secretary

Goodman Australia Finance Pty Limited
(the "**Issuer**")

NOTICE

to the holders of the
GBP 250,000,000 9.75 per cent. Notes due July 2018 of the Issuer
presently outstanding
(ISIN: XS0373803930)

(the "**GBP Noteholders**" and "**GBP Notes**" respectively)

and to the holders of the
JPY12,500,000,000 3.32 per cent. Notes due April 2023 of the Issuer
presently outstanding
(ISIN: XS0611582866)

(together with the GBP Noteholders and the GBP Notes, the "**Noteholders**" and the "**Notes**" respectively)

issued under the Trust Deed dated 9 November 2007, as amended by a
First Supplemental Trust Deed dated 18 October 2010 and a Second Supplemental Trust Deed dated 2
August 2012 as amended by an Amendment Deed supplemental to the Second Supplemental Trust Deed
dated 21 August 2012 (together the "**Trust Deed**")

between (*inter alia*) the Issuer and DB Trustees (Hong Kong) Limited
as trustee for the Noteholders
(the "**Trustee**")

and guaranteed by

Goodman Funds Management Limited
(ABN 48 067 796 641)
(as responsible entity for the Goodman Industrial Trust (ARSN 091 213 839))

and
Goodman Limited
(ABN 69 000 123 071)

and
Goodman Logistics (HK) Limited
(Registered Number 1700359)
(together, the "**Guarantors**")

Terms defined in the Trust Deed bear the same meanings in this notice.

NOTICE IS HEREBY GIVEN that the Issuer, the Guarantors, the Trustee and Goodman Funding Singapore Pte. Ltd. entered into a third supplemental trust deed dated 30 September 2014 (the "**Third Supplemental Trust Deed**") to effect modifications to the Trust Deed relating to a U.S.\$5,000,000,000 Euro Medium Term Note Programme established by the Issuer and Goodman Funding Singapore Pte. Ltd. (the "**Programme**") in order for Goodman Funding Singapore Pte. Ltd., which has not issued any Notes, to cease to be a party to the Trust Deed and cease to be an Issuer under the Programme.

The above modifications became effective on 30 September 2014, being the date of the Third Supplemental Trust Deed.

Copies of the Third Supplemental Trust Deed are available for inspection at the offices of the Paying Agents specified below.

This Notice is given by Goodman Australia Finance Pty Limited.

Dated 7 October 2014

PAYING AGENT

Deutsche Bank AG, Hong Kong Branch

52/F International Commerce Centre

1 Austin Road West

Kowloon

Hong Kong

Telefax: +852 2203 7320/7323

Attention: The Managing Director

THIRD SUPPLEMENTAL TRUST DEED

relating to a

U.S.\$ 5,000,000,000

EURO MEDIUM TERM NOTE PROGRAMME

30 SEPTEMBER 2014

**GOODMAN AUSTRALIA FINANCE PTY LIMITED
(ACN 127 959 951)**

as Issuer

and

GOODMAN FUNDING SINGAPORE PTE. LTD.

as Outgoing Issuer

**GOODMAN FUNDS MANAGEMENT LIMITED
(ABN 48 067 796 641)**

(as responsible entity for the GOODMAN INDUSTRIAL TRUST (ARSN 091 213 839))

and

**GOODMAN LIMITED
(ABN 69 000 123 071)**

and

**GOODMAN LOGISTICS (HK) LIMITED
(Registered Number 1700359)**

as Guarantors

and

**DB TRUSTEES (HONG KONG) LIMITED
as Trustee**

further modifying the Trust Deed dated 9 November 2007 relating to the Programme

THIS THIRD SUPPLEMENTAL TRUST DEED is made on 30 September 2014

BETWEEN:

- (1) **GOODMAN AUSTRALIA FINANCE PTY LIMITED** (ACN 127 959 951), a company incorporated under the laws of Australia, whose registered office is at Level 17, 60 Castlereagh Street, Sydney NSW 2000, Australia (**Goodman Australia**);
- (2) **GOODMAN FUNDING SINGAPORE PTE. LTD.**, a company incorporated under the laws of Singapore, whose registered office is at 6 Battery Road, #41-00 Singapore 049909 (**Goodman Singapore**);
- (3) **GOODMAN FUNDS MANAGEMENT LIMITED** (ABN 48 067 796 641) (as responsible entity for the **GOODMAN INDUSTRIAL TRUST** (ARSN 091 213 839)) (**GIT**), a company incorporated under the laws of Australia, whose registered office is at Level 17, 60 Castlereagh Street, Sydney NSW 2000, Australia (**GFML**);
- (4) **GOODMAN LIMITED** (ABN 69 000 123 071), a company incorporated under the laws of Australia, whose registered office is at Level 17, 60 Castlereagh Street, Sydney NSW 2000, Australia (**GL**);
- (5) **GOODMAN LOGISTICS (HK) LIMITED** (Registered Number 1700359), a company incorporated with limited liability in Hong Kong, whose registered office is at Suite 2008, Three Pacific Place, Queen's Road East, Hong Kong (**GLHK** and, together with GFML and GL, the **Guarantors** and each a **Guarantor**); and
- (6) **DB TRUSTEES (HONG KONG) LIMITED**, a company incorporated under the laws of Hong Kong, whose registered office is at 48/F Cheung Kong Center, 2 Queen's Road Central, Hong Kong (the **Trustee**, which expression shall, wherever the context so admits, include such company and all other persons or companies for the time being the trustee or trustees of these presents) as trustee for the Noteholders, the Receipholders and the Couponholders (each as defined in the Principal Trust Deed (as defined below)).

WHEREAS:

- (A) This Third Supplemental Trust Deed is supplemental to:
 - (i) the Trust Deed dated 9 November 2007 (the **Trust Deed** and, as modified and restated prior to the date of this Third Supplemental Trust Deed, the **Principal Trust Deed**) made between Goodman Australia, Goodman Singapore, GFML, GL, the Trustee and Goodman Funding (Jersey) Limited and relating to a U.S.\$5,000,000,000 Euro Medium Term Note Programme established by the Issuers (the **Programme**);
 - (ii) a First Supplemental Trust Deed dated 18 October 2010 made between Goodman Australia, Goodman Singapore, GFML, GL and the Trustee and modifying and restating the Trust Deed; and
 - (iii) a Second Supplemental Trust Deed dated 2 August 2012 made between Goodman Australia, Goodman Singapore, the Guarantors and the Trustee and modifying the Trust Deed (as previously modified and restated) as further amended by an Amendment Deed supplemental to the Second Supplemental Trust Deed dated 21 August 2012 made between the same parties.

- (B) The only Notes currently in issue under the Programme are the GBP 250,000,000 9.75 per cent. Notes due July 2018 issued by Goodman Australia and the JPY 12,500,000,000,000 3.32 per cent. Notes due April 2023 issued by Goodman Australia.
- (C) Goodman Singapore is specified as an Issuer under the Programme, but has not issued any Notes and no longer wishes to be an Issuer under the Programme. With effect from the date hereof, Goodman Singapore will cease to be an Issuer under the Programme and cease to be a party to the Principal Trust Deed and shall not be permitted to issue any notes under the Programme.

NOW THIS THIRD SUPPLEMENTAL TRUST DEED WITNESSES AND IT IS AGREED AND DECLARED as follows:

1. DEFINITIONS

All words and expressions defined in the Principal Trust Deed shall unless the context otherwise requires have the same meanings in this Third Supplemental Trust Deed, including the recitals hereto, and this Third Supplemental Trust Deed shall be construed in accordance with the interpretation provisions as referenced in Clause 1 (*Definitions*) of the Principal Trust Deed.

2. MODIFICATIONS

The Principal Trust Deed (including each of the Schedules thereto) is hereby modified in such manner as is required in order for Goodman Singapore to cease to be a party to the Principal Trust Deed and cease to be an Issuer under the Programme including (without prejudice to the generality of the foregoing) in each of the following specific respects:

- (i) by amending the definition of “**Issuer**”, “**Issuers**” and “**relevant Issuer**” so as not to include reference to Goodman Singapore but to be construed as referring to Goodman Australia only;
- (ii) by amending the definition of “**Borrower**” so as not to include reference to Goodman Singapore; and
- (iii) by removing all references to “Goodman Singapore” and “Goodman Singapore Pte. Ltd.”

3. THE PRINCIPAL TRUST DEED

The parties to this Third Supplemental Trust Deed agree and acknowledge that (subject only as provided in Clause 2 (*Modifications*) of this Third Supplemental Trust Deed) all the provisions of the Principal Trust Deed (as modified by this Third Supplemental Trust Deed) shall remain in full force and effect.

4. RELEASE

The parties to this Third Supplemental Trust Deed absolutely, irrevocably and unconditionally release and discharge Goodman Singapore from all covenants, undertakings, representations, warranties, liabilities and obligations (present, future or contingent) arising pursuant to the Principal Trust Deed whether, without limitation, in contract, tort or otherwise.

5. GOVERNING LAW

This Third Supplemental Trust Deed and any non-contractual obligations arising out of or in connection with it are governed by, and shall be construed in accordance with, English law.

6. MISCELLANEOUS

- 6.1 The Principal Trust Deed and this Third Supplemental Trust Deed shall henceforth be read and construed as one document. A memorandum of this Third Supplemental Trust Deed shall be endorsed by the Trustee on the original of the Principal Trust Deed and by the Issuer and the Guarantors on their duplicates of the Principal Trust Deed.
- 6.2 This Third Supplemental Trust Deed may be executed in counterparts, all of which, taken together, shall constitute one and the same Third Supplemental Trust Deed, and any party may enter into this Third Supplemental Trust Deed by executing a counterpart.

IN WITNESS whereof this Third Supplemental Trust Deed has been executed as a deed by Goodman Australia, Goodman Singapore, the Guarantors and the Trustee and delivered on the date first stated on page 1.

SIGNATORIES TO THE THIRD SUPPLEMENTAL TRUST DEED

EXECUTED as a DEED by GOODMAN)
AUSTRALIA FINANCE PTY LIMITED)
acting by Attorney) Carl Bicego
and)
acting under the authority of that company in)
the presence of:)

Witness' Signature Jordana Glen

THE COMMON SEAL of GOODMAN)
FUNDING SINGAPORE PTE. LTD.)
was hereunto affixed in the presence of:) Stephanie Yuen Thio

Witness' Signature Thio Shen Yi

EXECUTED as a DEED by GOODMAN)
FUNDS MANAGEMENT LIMITED (as)
responsible entity for the **GOODMAN**)
INDUSTRIAL TRUST))
acting by Attorney) Carl Bicego
and)
acting under the authority of that company in)
the presence of:)

Witness' Signature Jordana Glen

EXECUTED as a DEED by GOODMAN)
LIMITED)
acting by Attorney) Carl Bicego
and)
acting under the authority of that company in)
the presence of:)

Witness' Signature Jordana Glen

EXECUTED as a DEED by GOODMAN) Philip Pearce
LOGISTICS (HK) LIMITED)
)
)

in the presence of: David Hinchey

THE COMMON SEAL of)
DB TRUSTEES (HONG KONG) LIMITED)
was affixed to this deed in)
the presence of:) Stuart Harding

Cheung Wai Kee