



(Constituted in the Republic of Singapore pursuant to
A trust deed dated 19 October 2006)

ANNOUNCEMENT

ENTRY INTO FACILITY AGREEMENT AND DISCLOSURE PURSUANT TO RULE 704(31) OF THE LISTING MANUAL OF SINGAPORE EXCHANGE SECURITIES TRADING LIMITED

Further to the announcement by Bowsprit Capital Corporation Limited, in its capacity as manager of First Real Estate Investment Trust ("**First REIT**", and as manager of First REIT, the "**Manager**") dated 29 April 2014 in relation to a S\$165,000,000 fixed rate transferable term loan facility (the "**Facility**") secured by First REIT from Oversea-Chinese Banking Corporation Limited (the "**Lender**") with maturity of three, four and five years for three facility amounts respectively, the Board of Directors of the Manager wishes to announce that HSBC Institutional Trust Services (Singapore) Limited, as trustee of First REIT (the "**Borrower**"), has today entered into a facility agreement with the Lender in respect of the Facility (the "**Facility Agreement**").

Pursuant to Rule 704(31) of the listing manual of Singapore Exchange Securities Trading Limited (the "**SGX-ST**"), the Facility Agreement includes clauses making reference to certain restrictions on the change in the manager of First REIT and/or PT Lippo Karawaci Tbk ("**PT Lippo**") ceasing to own (whether directly or indirectly) at least 25 per cent. of all the units in First REIT ("**Units**"), and the breach of these clauses (collectively, the "**Covenants**") will result in an event of default under the Facility Agreement. Please refer to the **Appendix** for details on the Covenants.

The aggregate level of facilities which may be affected by a breach of the Covenants is S\$357.0 million (excluding interest) as at the date of this announcement¹.

As at the date of this announcement, there is no breach of the Covenants.

By Order of the Board

Dr Ronnie Tan Keh Poo
Chief Executive Officer
Bowsprit Capital Corporation Limited
(as manager of First Real Estate Investment Trust)
(Company registration no. 200607070D)

29 October 2014

¹ Assuming that the Facility is drawn down in full to repay all outstanding loans under the S\$168 million floating rate multicurrency Term Loan Facility.

Important Notice

The value of Units and the income derived from them may fall as well as rise. The Units are not obligations of, deposits in, or guaranteed by, the Manager or any of its affiliates. An investment in Units is subject to investment risks, including the possible loss of the principal amount invested. Investors have no right to request the Manager to redeem their Units while the Units are listed. It is intended that Unitholders may only deal in their Units through trading on the SGX-ST. Listing of the Units on the SGX-ST does not guarantee a liquid market for the Units.

This document is for information only and does not constitute an invitation or offer to acquire, purchase or subscribe for the Units. The past performance of First REIT is not necessarily indicative of the future performance of First REIT.

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

Appendix

Details of the Covenants

In general, the Facility contains one or more of the following Covenants:

- The Manager shall remain the manager of all of the Borrower's properties and other assets, unless the Lender otherwise consents.
- PT Lippo ceases to own (whether directly or indirectly) at least twenty-five per cent. (25%) of all the Units.