

- (c) the content of any communications between the parties concerning the Proposed Transaction or this agreement,

except as permitted by clause 7.1, 9.2 or, subject to clause 7.2 where relevant, as requested or required by law or by any securities exchange, Regulatory Authority or by any court or after obtaining the other party's prior written consent.

9.2 Disclosure to Third Party Recipients

- (a) Each Recipient may only disclose the Confidential Information to its Third Party Recipients, and must ensure that the Third Party Recipients only use it or disclose it as required in connection with the Proposed Transaction, and then only on a confidential basis.
- (b) The Recipient must ensure that any person to whom it discloses the Confidential Information complies with the terms of this clause 9 and clause 10.
- (c) Each Recipient agrees that it is liable for any damage suffered by the Discloser or any of its Representatives which is caused by an act or omission of any Third Party Recipient which, had it been an act or omission of the Recipient, would have breached this clause 9.
- (d) This clause 9 does not give a Recipient or any person to whom it discloses the Confidential Information any right, title or interest in the Confidential Information.

9.3 Use of Confidential Information

- (a) Each Recipient must use the Confidential Information solely for the evaluation, negotiation, financing and/or consummation of the Proposed Transaction and for no other purpose.
- (b) The Recipient must not use or exploit the Confidential Information for any other purpose, or allow its Third Party Recipients to do so without the prior written consent of the relevant Discloser.

9.4 Protection of Confidential Information

Each Recipient must:

- (a) protect the Confidential Information and keep it within its control, possession or custody and secure from unauthorised persons;
- (b) immediately take all steps to prevent or stop any suspected or actual breach of this agreement;
- (c) comply with any reasonable direction issued by the Discloser from time to time regarding any suspected or actual breach of this agreement; and
- (d) not unreasonably challenge the Discloser's ownership of the Confidential Information.

9.5 Notice of breach or compulsory disclosure

- (a) Each Recipient must inform the relevant Discloser as soon as practicable and legally permissible if the Recipient:

- (i) becomes aware or suspects that there has been a breach of clauses 9 or 10; or
 - (ii) is required or requested to disclose the Confidential Information by law, any Regulatory Authority, any securities exchange or by any court ("**Requirement**").
- (b) Before the Recipient makes any disclosure under clause 9.5(a)(ii), it must (to the extent legally permissible):
 - (i) provide the Discloser with prompt written notice of the Requirement to enable the Discloser to challenge the proposed disclosure; and
 - (ii) take any reasonable steps to resist or narrow the scope of the Requirement.

When making any disclosure under clause 9.5(a)(ii), the Recipient must only disclose the minimum Confidential Information which is, in the Recipient's or Representative's reasonable opinion, necessary to comply with the Requirement.

- (c) The Recipient must not, and must procure that its Representatives and Third Party Recipients (and their respective Representatives) do not, do anything which would trigger a Requirement to disclose the Confidential Information, except doing anything in connection with the Proposed Transaction.

9.6 Return of Confidential Information

- (a) If the Proposed Transaction is not pursued, or if the relevant Discloser asks for it earlier, each Recipient must either return the Confidential Information to the Discloser, together with all copies, notes and memoranda relating to it, or the Recipient must destroy the information, and the Recipient must certify that it has been destroyed or returned (as applicable).
- (b) Nothing in this clause 9.6 requires the return or destruction of any board committee papers of a Recipient prepared in connection with the Proposed Transaction or where the information is located in a server as a result of the automatic back-up of data in the usual operations of the Recipient. Notwithstanding the foregoing, each Recipient may retain one copy of the Confidential Information to the extent required to be kept for compliance with any internal document retention or corporate governance policy.

9.7 Excluded Information

A Recipient does not have to treat as confidential, and clauses 9 and 10 do not otherwise apply to, the Excluded Information.

9.8 Insider trading prohibition

Each party acknowledges that the Confidential Information may contain material price sensitive information, which is not otherwise publicly available, and each party agrees that they will not deal, or cause another person to deal in any securities to which the Confidential Information relates contrary to Part 7.10, Division 3 of the Corporations Act.

9.9 Remedy for breach

Each party understands that if it breaches its obligations under this clause 9, damages may not be an adequate remedy to the other parties and its Related Bodies Corporate and that the other parties may apply to a court for an order preventing the defaulting party from breaching its obligations and seek any other appropriate remedy, whether in law or equity.

9.10 No obligation

The parties acknowledge and agree that, unless specifically provided for under this agreement, a party may not make a claim for breach of this agreement solely because another party does not make any information (including Confidential Information) available to the other parties.

9.11 Employees and business relationships

- (a) Subject to clause 9.11(b), FCL must not, and must procure that its Representatives do not, directly or indirectly:
 - (i) for a period starting on the date of this agreement and ending on the date 12 months after the date of this agreement, use the Confidential Information to induce or encourage any employee of Australand Property Group or its Related Bodies Corporate to leave the employment of Australand Property Group or its Related Bodies Corporate; or
 - (ii) use the Confidential Information to interfere with the relationship between Australand or its Related Bodies Corporate and any of their respective customers, employees or suppliers.
- (b) Clause 9.11(a) does not prevent FCL or a Representative of FCL from:
 - (i) advertising employment vacancies in any newspaper, website or other publication or through a recruitment agency (except where the advertisement or recruitment agency targets employees of Australand Property Group or its Related Bodies Corporate) or interviewing and negotiating with any person responding to that advertisement;
 - (ii) employing any person who seeks employment with FCL or a Representative of FCL solely on his or her own initiative; or
 - (iii) generally competing with Australand Property Group or their Related Bodies Corporate as if the Confidential Information had not been received by FCL.

9.12 End date

Unless expressly stated otherwise, the obligations of the parties under this clause 9 in respect of Confidential Information terminate on the date that falls 2 calendar years after the date of this agreement.

10 No representations for accuracy of information

Except as otherwise agreed by the parties in the Implementation Agreement, each Recipient acknowledges that:

- (a) neither the relevant Discloser nor any of its Related Bodies Corporate have made or makes any representation or warranty, express or implied,

as to the accuracy, content or completeness of the Confidential Information;

- (b) the relevant Discloser is under no obligation, by this agreement, to notify the Recipient, or provide any further information to the Recipient, if it becomes aware of any inaccuracy, incompleteness or change in the Confidential Information; and
- (c) it must make its own assessment of all Confidential Information provided to it and satisfy itself as to the accuracy, content or completeness of that information, including any financial information or forecasts;
- (d) without limiting this clause 10, to the extent that the Confidential Information includes any projections, forecasts, statements, estimates or opinions with respect to anticipated future performance or other forward looking information (together "**Forward Looking Information**"), the Forward Looking Information:
 - (i) has been prepared for the Discloser's internal management purposes and has not been independently verified;
 - (ii) depends on certain key assumptions which are matters of opinion only and may not be reasonable or prove to be correct (and some of which are unstated or hypothetical);
 - (iii) depends on a number of matters which involve subjective opinions; and
 - (iv) is subject to significant uncertainties and contingencies, many of which are outside the Discloser's control,

and accordingly no representation or warranty (express or implied) is made in relation to the Forward Looking Information; and.

- (e) except to the extent that exclusion of liability is not permitted by law, none of the Discloser nor its respective Representatives is liable (whether on the basis of negligence or otherwise) or accepts responsibility for any loss or damage that the Recipient, a Third Party Recipient or anyone else may suffer or incur as a result of using, relying on or disclosing any Confidential Information.

11 APL limitation of liability

- (a) APL enters into this agreement only in its capacity as responsible entity of APT and in no other capacity. A liability incurred by APL arising under or in connection with this agreement is limited to and can be enforced against APL only to the extent to which it can be satisfied out of the assets of APT out of which APL is actually indemnified for the liability. This limitation of APL's liability applies despite any other provision of this agreement (other than paragraph (c)) and extends to all liabilities and obligations of APL in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this agreement.
- (b) The parties other than APL may not sue APL in any capacity other than as responsible entity of APT, including seeking the appointment of a receiver, a liquidator, an administrator or any similar person to APL or prove in any liquidation, administration or arrangement of or affecting APL (except in relation to the assets of APT).

- (c) The provisions of this clause 11 do not apply to any obligation or liability of APL to the extent that it is not satisfied because under the APT Constitution or by operation of law APL is not indemnified or there is a reduction in the extent of APL's indemnification out of the assets of APT as a result of APL's fraud, negligence or wilful misconduct.
- (d) No act or omission of APL (including any related failure to satisfy its obligations or breach of representation or warranty under this agreement) will be considered fraud, negligence, wilful misconduct of APL for the purpose of paragraph (c) to the extent to which the act or omission was caused or contributed to by any failure by another person (other than a person whose acts or omissions APL is liable for, as agent, officer, employee, contractor or otherwise) to fulfil its obligations relating to the APT or by any other act or omission of another person (other than a person whose acts or omissions APL is liable for, as agent, officer, employee, contractor or otherwise) regardless of whether or not that act or omission is purported to be done on behalf of APL.
- (e) No receiver or receiver and manager appointed has authority to act on behalf of APL in any way which exposes APL to any personal liability and no act or omission of any such person will be considered fraud, negligence, wilful misconduct or a breach of a representation and warranty as to authority for the purpose of clause 11(c). APL's liability is limited in accordance with this clause 11.

12 AIL limitation of liability

- (a) AIL enters into this agreement only in its capacity as responsible entity of APT4 or APT5 and in no other capacity. A liability incurred by AIL arising under or in connection with this agreement is limited to and can be enforced against AIL only to the extent to which it can be satisfied out of the assets of APT4 or APT5 as the case may be out of which AIL is actually indemnified for the liability. This limitation of AIL's liability applies despite any other provision of this agreement (other than paragraph (c)) and extends to all liabilities and obligations of AIL in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this agreement.
- (b) The parties other than AIL may not sue AIL in any capacity other than as responsible entity of APT4 or APT5, including seeking the appointment of a receiver, a liquidator, an administrator or any similar person to AIL or prove in any liquidation, administration or arrangement of or affecting AIL (except in relation to the assets of APT4 or APT5).
- (c) The provisions of this clause 12 do not apply to any obligation or liability of AIL to the extent that it is not satisfied because under the constitution of APT4 or the constitution of APT5 as the case may be or by operation of law AIL is not indemnified or there is a reduction in the extent of AIL's indemnification out of the assets of APT4 or APT5 as the case may be as a result of AIL's fraud, negligence or wilful misconduct.
- (d) No act or omission of AIL (including any related failure to satisfy its obligations or breach of representation or warranty under this agreement) will be considered fraud, negligence, wilful misconduct of AIL for the purpose of paragraph (c) to the extent to which the act or omission was caused or contributed to by any failure by another person (other than a person whose acts or omissions AIL is liable for, as agent, officer, employee, contractor or otherwise) to fulfil its obligations relating to APT4 or APT5 as the case may be or by any other act or omission of another person (other than a person whose acts or omissions AIL is

liable for, as agent, officer, employee, contractor or otherwise) regardless of whether or not that act or omission is purported to be done on behalf of AIL.

- (e) No receiver or receiver and manager appointed has authority to act on behalf of AIL in any way which exposes AIL to any personal liability and no act or omission of any such person will be considered fraud, negligence, wilful misconduct or a breach of a representation and warranty as to authority for the purpose of clause (c).
- (f) AIL is not obliged to enter into any commitment or obligation under this agreement unless AIL's liability is limited in accordance with this clause 12.

13 Notices

13.1 Form of all communications

Unless expressly stated otherwise in this agreement, all notices, certificates, consents, approvals, waivers and other communications in connection with this agreement must be:

- (a) in writing;
- (b) signed by the sender (if an individual) or an Authorised Officer of the sender; and
- (c) marked for the attention of the person identified in the Details or, if the recipient has notified otherwise, then marked for attention in the way last notified.

13.2 When received

A notice, consent, request or any other communication is taken to be received:

- (a) if by delivery, when it is delivered;
- (b) if a letter, 3 days after posting (7 days, if posted to or from a place outside Australia); and
- (c) if a facsimile, at the time of despatch if the sender received a transmission report which confirms that the facsimile was sent in its entirety to the facsimile number of the relevant party.

14 Miscellaneous

14.1 Recipients

Each Recipient agrees to procure that its Related Bodies Corporate adhere to clauses 9 and 10 of this agreement as if they were named as a Recipient in it.

14.2 Discretion in exercising rights

A party may exercise a right or remedy or give or refuse its approval or consent in any way it considers appropriate (including by imposing conditions), unless this agreement expressly states otherwise.

14.3 Partial exercising of rights

If a party does not exercise a right or remedy fully or at a given time, the party may still exercise it later.

14.4 Approvals and consents

By giving its approval or consent a party does not make or give any warranty or representation as to any circumstance relating to the subject matter of the consent or approval.

14.5 Variation and waiver

A provision of this agreement or a right created under it, may not be waived or varied except in writing, signed by the party or parties to be bound.

14.6 Further steps

Each party agrees, at its own expense, to do anything another party asks (such as obtaining consents, signing and producing documents and getting documents completed and signed):

- (a) to bind the party and any other person intended to be bound under this agreement; or
- (b) to show whether the party is complying with this agreement.

14.7 Costs

Subject to clause 4, the parties agree to pay their own legal and other costs and expenses in connection with the preparation, execution and completion of this agreement and other related documentation except for stamp duty.

14.8 Survival

Clauses 4 (Standstill), 9 (Confidentiality), 10 (No representations for accuracy of information), 13 (Notices) and 14 (Miscellaneous) survive expiry of the Exclusivity Period and termination of this agreement.

14.9 Entire agreement

- (a) This agreement constitutes the entire agreement of the parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter.
- (b) The parties acknowledge that it is their intention that an Implementation Agreement will be entered into that will supersede this agreement.

14.10 Assignment

A party may not assign or otherwise deal with its rights under this agreement or allow any interest in them to arise or be varied in each case, without the consent of each other party.

14.11 Governing law

This agreement is governed by the law in force in the place specified in the Details. Each party submits to the non-exclusive jurisdiction of the courts of that place.

14.12 Counterparts

This agreement may be executed in counterparts. All counterparts when taken together are to be taken to constitute one instrument.

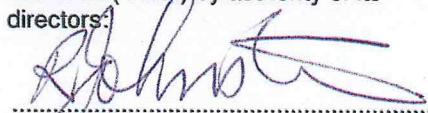
EXECUTED as an agreement.

Process Agreement

Signing page

DATED: 03 June 2014

EXECUTED by AUSTRALAND
HOLDINGS LIMITED in accordance
with section 127(1) of the Corporations
Act 2001 (Cwlth) by authority of its
directors:



Signature of director

ROBERT JOHNSTON

Name of director (block letters)



Signature of director/company
secretary*

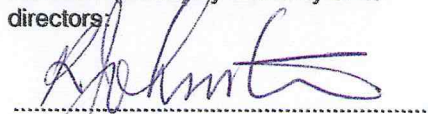
*delete whichever is not applicable

BEVERLEY BOOKER

Name of director/company secretary*
(block letters)

*delete whichever is not applicable

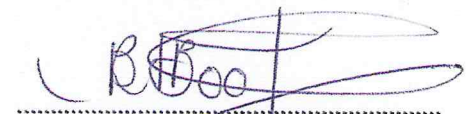
EXECUTED by AUSTRALAND
PROPERTY LIMITED in accordance
with section 127(1) of the Corporations
Act 2001 (Cwlth) by authority of its
directors:



Signature of director

ROBERT JOHNSTON

Name of director (block letters)



Signature of director/company
secretary*

*delete whichever is not applicable

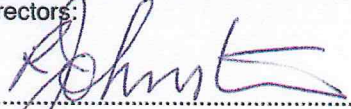
BEVERLEY BOOKER

Name of director/company secretary*
(block letters)

*delete whichever is not applicable

For personal use only

EXECUTED by AUSTRALAND
INVESTMENTS LIMITED in its
capacity as responsible entity of
Australand Property Trust No.4
(ARSN 108 254 413) in accordance
with section 127(1) of the Corporations
Act 2001 (Cwlth) by authority of its
directors:


Signature of director

ROBERT JOHNSTON
Name of director (block letters)




Signature of director/company
secretary*

*delete whichever is not applicable

BEVERLEY BOOKER
Name of director/company secretary*
(block letters)

*delete whichever is not applicable

EXECUTED by AUSTRALAND
INVESTMENTS LIMITED in its
capacity as responsible entity of
Australand Property Trust No.5
(ARSN 108 254 771) in accordance
with section 127(1) of the Corporations
Act 2001 (Cwlth) by authority of its
directors:


Signature of director

ROBERT JOHNSTON
Name of director (block letters)



Signature of director/company
secretary*

*delete whichever is not applicable

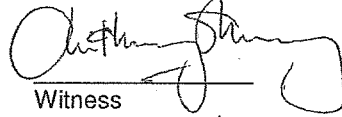
BEVERLEY BOOKER
Name of director/company secretary*
(block letters)

*delete whichever is not applicable

EXECUTED by Mr. Lim Ee Seng)

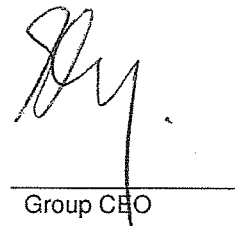
For and on behalf of
FRASERS CENTREPOINT LIMITED)

In the presence of)



Witness

CHIA KHONG SHONG
CFO, FCL.


Group CEO

Schedule 1 – Conditions to the Offer

The Offer, and any contract resulting from the acceptance of the Offer, will be subject to the following conditions, the detailed terms of which will be agreed between the parties as part of finalising the Implementation Agreement:

- (a) **(minimum acceptance)** during, or at the end of, the Offer Period, the number of Australand Property Group Securities in which FCL and its Associates together have Relevant Interests is at least 50.1% of all the Australand Property Group Securities;
- (b) **(FIRB)** approval from FIRB;
- (c) **(conduct of business)** Australand Property Group continues to conduct its business in the ordinary course;
- (d) **(distribution policy and no issuing of securities)** no change to Australand Property Group's distribution policy and no further securities or performance rights issued (other than the issue of Australand Property Group Securities in satisfaction of existing performance rights);
- (e) **(no material changes to Australand Property Group management)** no material changes to the senior management team of Australand Property Group;
- (f) **(no Prescribed Occurrences)** there not occurring a Prescribed Occurrence prior to the end of the Offer Period;
- (g) **(no material acquisitions or disposals)** no material acquisitions or disposals;
- (h) **(no regulatory actions)** no regulatory actions; and
- (i) **(FCL shareholder approval)** FCL shareholder approval (more than 50% present and voting) to be obtained at the FCL Shareholder Meeting, unless SGX does not require (or otherwise waives the requirement for) FCL shareholder approval to be a condition to the Offer.

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1.9.19	Lot 1 Kangaroo Close, Eastern Creek, NSW
1.9.20	23 Scanlon Drive, Epping, VIC
1.9.21	10 Butu Wargun Drive, Greystanes, NSW
1.9.22	6 Butu Wargun Drive, Greystanes, NSW
1.9.23	8 Butu Wargun Drive, Greystanes, NSW
1.9.24	51 Stradbroke Street, Heathwood, QLD
1.9.25	35 Huntingwood Drive, Huntingwood, NSW
1.9.26	Flint Street, Inala, QLD
1.9.27	170-172 Atlantic Drive, Keysborough, VIC

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1.9.28	150-168 Atlantic Drive, Keysborough, VIC
1.9.29	49-71 Pacific Drive, Keysborough, VIC
1.9.30	5-7 Trade Street, Lytton, QLD
1.9.31	Tower A, 197-201 Coward Street, Mascot, NSW
1.9.32	Tower B, 197-201 Coward Street, Mascot, NSW
1.9.33	357 Collins Street, Melbourne, VIC
1.9.34	690 Springvale Road & 350 Wellington Road, Mulgrave, VIC
1.9.35	286 Queensport Road, Murarrie, QLD
1.9.36	350 Earnshaw Road, Northgate, QLD
1.9.37	Lot 102 Coghlan Road, Outer Harbor
1.9.38	63 & 99 Sandstone Place, Southlink Business Park, Parkinson QLD
1.9.39	18 Hudswell Road, Perth Airport, WA
1.9.40	Lot 2 Inner Circle, Port Kembla, NSW
1.9.41	20 Thackray Road, Port Melbourne, VIC
1.9.42	2-46 Douglas Street, Port Melbourne, VIC
1.9.43	1B Homebush Bay Drive, Rhodes, NSW
1.9.44	1D Homebush Bay Drive, Rhodes, NSW
1.9.45	1F Homebush Bay Drive, Rhodes, NSW
1.9.46	1E Homebush Bay Drive, Rhodes, NSW
1.9.47	658 Church Street, Richmond, VIC
1.9.48	99 Shettleston Street, Rocklea, QLD
1.9.49	44 Cambridge Street, Rocklea, QLD
1.9.50	10 Stanton Road, Seven Hills, NSW
1.9.51	8 Stanton Road, Seven Hills, NSW
1.9.52	8 Distribution Place, Seven Hills, NSW
1.9.53	99 Station Road, Seven Hills, NSW
1.9.54	80 Hartley Street, Smeaton Grange, NSW

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1.9.56	Freshwater Place, Public Car Park, Southbank, VIC
1.9.57	28 Southbank Boulevard, Southbank, VIC
1.9.58	138 Ferny Avenue, Surfers Paradise, QLD
1.9.59	66 Goulburn Street, Sydney, NSW
1.9.60	20 Lee Street, Henry Deane Building, Sydney, NSW
1.9.61	26-30 Lee Street, Gateway Building, Sydney, NSW
1.9.62	38-52 Sky Road East, Tullamarine, VIC
1.9.63	28-32 Sky Road East, Tullamarine, VIC
1.9.64	96-106 Link Road, Tullamarine, VIC
1.9.65	17-23 Jets Court, Tullamarine, VIC
1.9.66	25-29 Jets Court, Tullamarine, VIC
1.9.67	115-121 South Centre Road, Tullamarine, VIC