

SCHEME DOCUMENT

DATED 14 FEBRUARY 2020



FRASERS COMMERCIAL TRUST

(a real estate investment trust constituted on 12 September 2005 under the laws of the Republic of Singapore)

managed by

FRASERS COMMERCIAL ASSET MANAGEMENT LTD.

(Company Registration No. 200503404G)
(Incorporated in the Republic of Singapore)

Scheme Consideration of

\$S\$1.680

per FCOT Unit⁽¹⁾

Scheme Consideration will be satisfied via:

- 1** **Cash Consideration:**
\$S\$0.151
in cash per FCOT Unit;
and
- 2** **Consideration Units:**
1.233
new FLT Units⁽²⁾
per FCOT Unit



IMPORTANT DATES AND TIMES

EXTRAORDINARY GENERAL MEETING The FCOT Trust Deed Amendments	Last date and time for lodgement of Proxy Form (EGM)	8 March 2020 at 2.30 p.m.
	Date and time of EGM	11 March 2020 at 2.30 p.m.
TRUST SCHEME MEETING The Merger Of FLT And FCOT By Way Of A Trust Scheme Of Arrangement	Last date and time for lodgement of Proxy Form (Trust Scheme Meeting)	8 March 2020 at 3.30 p.m.
	Date and time of Trust Scheme Meeting	11 March 2020 at 3.30 p.m. (or as soon thereafter following the conclusion or adjournment of the EGM, whichever is later)
Venue of EGM and Trust Scheme Meeting	Level 3, Summit 2, Suntec Singapore Convention & Exhibition Centre, 1 Raffles Boulevard, Suntec City, Singapore 039593	



YOUR VOTE COUNTS. PLEASE VOTE IN PERSON OR BY PROXY

Sole Financial Adviser to the FCOT Manager



Independent Financial Adviser to the FCOT Independent Directors and to the FCOT Trustee

EVERCORE

(1) On an ex-distributions basis.

(2) Issued at an issue price of \$S\$1.240 per FLT Unit.

IMPORTANT NOTICE

IF YOU ARE IN ANY DOUBT ABOUT THIS SCHEME DOCUMENT OR THE COURSE OF ACTION YOU SHOULD TAKE, YOU SHOULD CONSULT YOUR STOCKBROKER, BANK MANAGER, SOLICITOR, ACCOUNTANT, TAX ADVISER OR OTHER PROFESSIONAL ADVISER IMMEDIATELY.

If you have sold or transferred all or any of your FCOT Units, you should immediately hand this Scheme Document and the accompanying Proxy Forms to the purchaser or transferee or to the bank, stockbroker or agent through which the sale or transfer was effected for onward transmission to the purchaser or transferee.

The Singapore Exchange Securities Trading Limited assumes no responsibility for the correctness of any of the statements made, reports contained or opinions expressed in this Scheme Document.

All capitalised terms shall, if not otherwise defined, have the same meanings as ascribed to them in this Scheme Document.

What should I know about the Merger?

On 2 December 2019, the managers of Frasers Commercial Trust ("FCOT") and Frasers Logistics & Industrial Trust ("FLT") jointly announced the proposed merger of FCOT and FLT by way of a trust scheme of arrangement.

What do I get for my FCOT Units?

The Scheme Consideration of **S\$1.680** per FCOT Unit will be satisfied via:

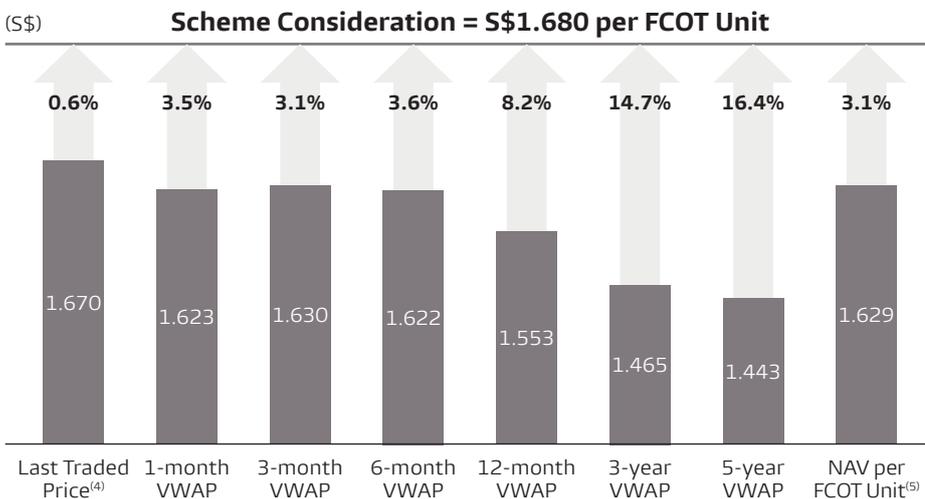
1 **Cash Consideration:**
S\$0.151 in cash per FCOT Unit; and

2 **Consideration Units:**
1.233 new FLT Units⁽¹⁾ per FCOT Unit

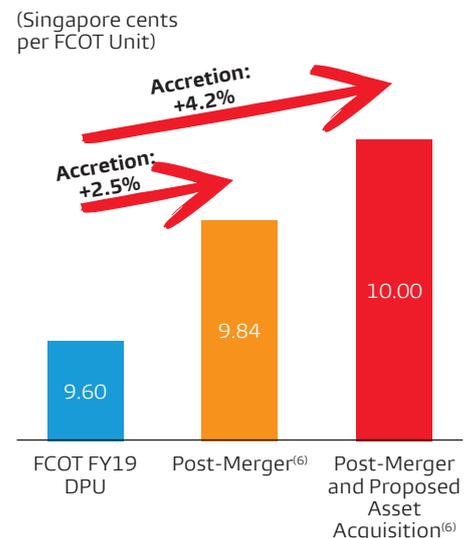
FCOT Unitholders shall have the right to receive and retain the FCOT Permitted Distributions⁽²⁾ in addition to the Scheme Consideration

For illustration only, FCOT Unitholders will receive S\$151.00 in cash and 1,233 FLT Units for every 1,000 FCOT Units held⁽³⁾

Scheme Consideration is at a premium to historical trading prices and NAV per FCOT Unit



DPU accretive to FCOT Unitholders on a pro forma basis



Note: VWAPs are with reference to the relevant period up to and including 27 November 2019, except for the 1-month VWAP. The 1-month VWAP is with reference to the period from 25 October 2019 to 27 November 2019 taking into consideration the public holiday falling on 28 October 2019.

(1) Issued at an issue price of S\$1.240 per FLT Unit.

(2) FCOT Permitted Distributions include distributions that are announced, declared, paid or made in the ordinary course of business and in the usual quantum in respect for the period from 1 October 2019 up to the day immediately before the Effective Date.

(3) The number of Consideration Units which each FCOT Unitholder will be entitled to pursuant to the Trust Scheme will be rounded down to the nearest whole number, and fractional entitlements shall be disregarded. The aggregate Cash Consideration to be paid to each FCOT Unitholder shall be rounded to the nearest S\$0.01.

(4) The last traded price per FCOT Unit on 27 November 2019.

(5) As at 30 September 2019.

(6) Please refer to Paragraph 2.4(a) of the Letter to FCOT Unitholders in this Scheme Document for further details.

All capitalised terms shall, if not otherwise defined, have the same meanings as ascribed to them in this Scheme Document.

Tell me more about Frasers Logistics & Industrial Trust

FLT owns a quality portfolio concentrated in major logistics and industrial markets in Australia, Germany and The Netherlands

Selected FLT Assets



Clifford Hallam Facility,
Australia



Martin Brower Facility,
New South Wales, Australia



Mazda Facility,
Victoria, Australia



Dachser and DSV Facility,
Vaihingen, Germany



Bakker Logistics Facility,
The Netherlands



Bunzl Facility,
Germany

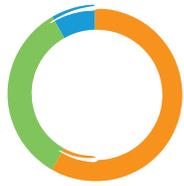


Nick Scali and Plastic Bottles Facility,
New South Wales, Australia



Transgourmet Facility,
Ulm, Germany

Key Portfolio Figures



Australia	58.9%
Germany	33.1%
The Netherlands	8.0%

s\$3.3 bil
Portfolio Value⁽¹⁾

2.3 mil sqm
Lettable Area

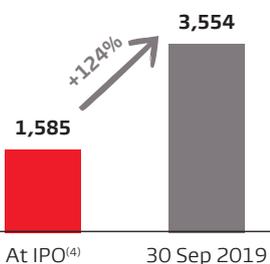
93
Properties

100%
Occupancy⁽²⁾

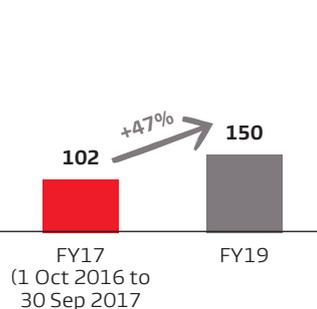
6.2 years
WALE⁽³⁾

Strong Performance since 2016 IPO

Portfolio Value
(A\$ mil)



Distributable Income
(A\$ mil)



World Leading Green Industrial Portfolio



1st Global
(Listed)

Industrial



Highest Green Star performance
rated portfolio in Australia

Note: Unless otherwise stated, references to FLT's portfolio in this Scheme Document are as at 31 December 2019, save that it excludes 610 Heatherton Road, Clayton South, Victoria, Australia which was fully divested in January 2020. Exchange rates of A\$1 : S\$0.9443 and €1 : S\$1.5035 were adopted based on FLT's 1Q FY2020 results.

(1) Based on appraised value of FLT portfolio as at 30 September 2019.

(2) By lettable area.

(3) Refers to WALE based on GRI, being the contracted rental income and estimated recoverable outgoings for the month of December 2019. Excludes straight lining rental adjustments.

(4) Based on FLT IPO prospectus dated 10 June 2016.

All capitalised terms shall, if not otherwise defined, have the same meanings as ascribed to them in this Scheme Document.

What would the Enlarged REIT look like?

Creation of One of The Largest S-REITs Owning a Flagship Portfolio of Commercial and Industrial Assets

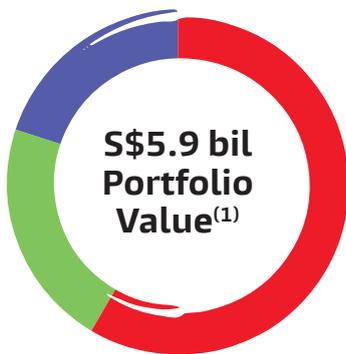
Broadened Investment Mandate

Comprising CBD Commercial, Office and Business Parks, Logistics and Industrial

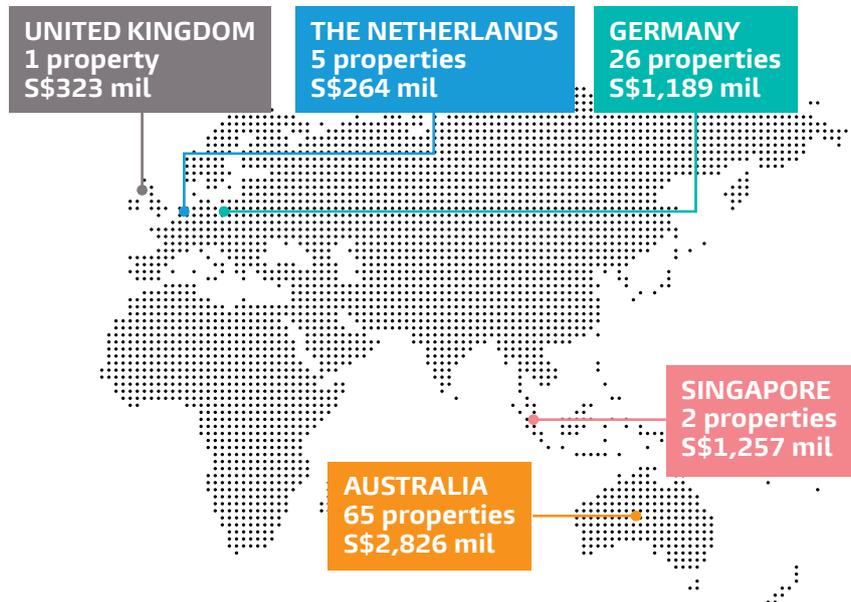
Synergistic Ecosystem
Opportunity to create a global customer network

Full Spectrum of Commercial and Industrial Solutions

- Offering end-to-end business solutions to customers to enhance retention
- Access income streams across the economic value chain



Logistics & Industrial	58.6%
CBD Commercial	21.6%
Office and Business Parks	19.8%



Key Figures of the Enlarged REIT

99
Properties Across
5 Countries

99.5%
Committed
Occupancy Rate⁽²⁾

2.6 mil sqm
Total Space
Under Management

>S\$5.0 bil
ROFR Pipeline

5.7 years
WALE⁽³⁾

S\$830 mil
Debt Headroom⁽⁴⁾

Note: All references to the portfolio of the Enlarged REIT in this Scheme Document are as at 31 December 2019 save that it excludes 610 Heatherton Road, Clayton South, Victoria, Australia which was fully divested in January 2020. Exchange rates adopted for the Enlarged REIT are A\$1 : S\$0.9443; €1 : S\$1.5035 and £1 : S\$1.7841.

(1) Based on book value of the Enlarged REIT as at 31 December 2019 and includes 100% interest in Farnborough Business Park, which is based on the Agreed Property Value at an exchange rate of £1 : S\$1.7841.

(2) References to the Enlarged REIT's committed occupancy in this Scheme Document are based on lettable area (including committed leases).

(3) References to Enlarged REIT's WALE in this Scheme Document are based on GRI as at 31 December 2019 (including committed leases and excluding vacancy, lease incentives and retail turnover rents, if any).

(4) Prior to reaching the 45.0% aggregate leverage regulatory limit and assuming the estimated total cost of the Proposed Asset Acquisition (excluding the acquisition fee) is fully funded by debt.

All capitalised terms shall, if not otherwise defined, have the same meanings as ascribed to them in this Scheme Document.

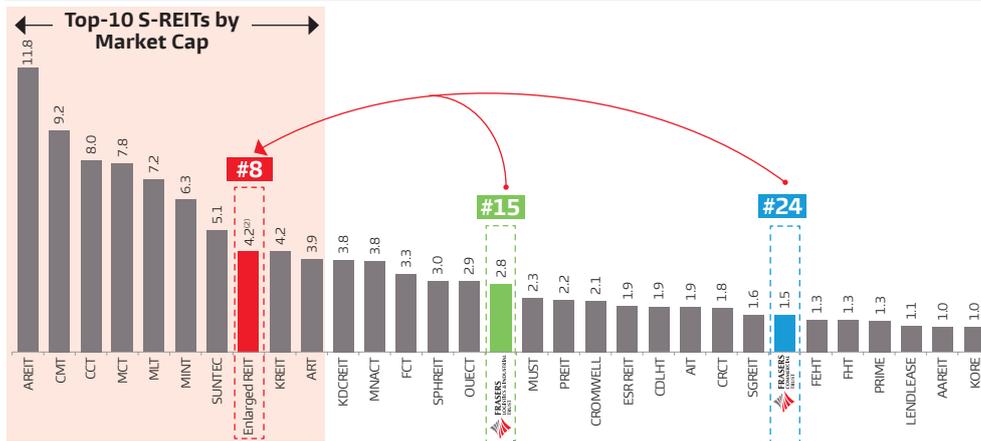
What would the Enlarged REIT look like? (cont'd)

Potential for Enlarged REIT to be amongst the Top-10 Largest S-REITs

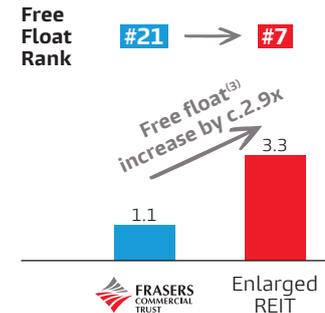
Index inclusion - leverage on FLT's inclusion in the FTSE EPRA/NAREIT Index

Potentially higher liquidity

S-REIT Ranking by Market Capitalisation (S\$ bil)⁽¹⁾

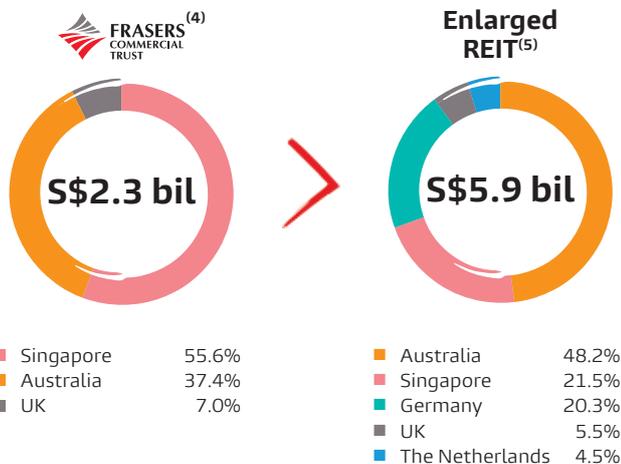


Free Float⁽³⁾ (S\$ bil)

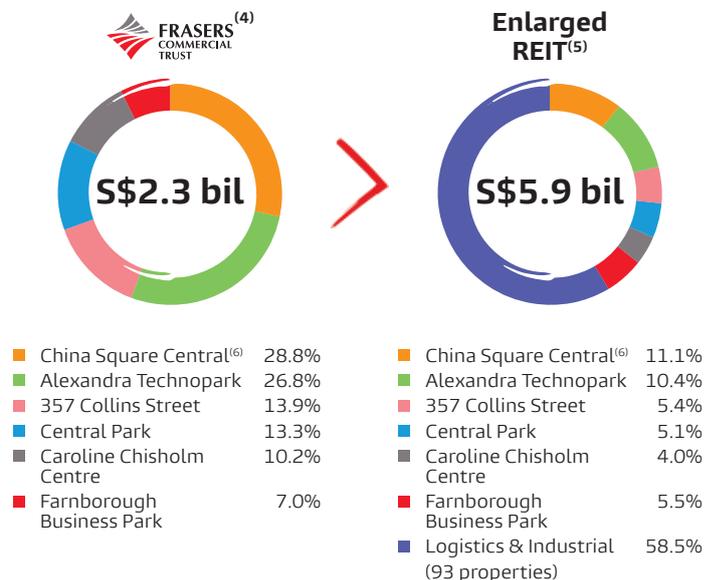


Enhanced Portfolio Diversification

Value by Geography



Value by Asset



Source: Bloomberg as at the Latest Practicable Date.

Note: As at 31 December 2019. References to FCOT's portfolio metrics in this Scheme Document are as per reported 1QFY20 results.

- The chart only includes S-REITs with primary listing on the SGX-ST and market capitalisation of at least S\$1.0 billion.
- Illustrative market capitalisation of the Enlarged REIT calculated as (i) the sum of (a) the number of FLT Units outstanding as at the Latest Practicable Date; (b) the number of FLT Units to be issued to satisfy the portion of Scheme Consideration in FLT Units; (c) the number of FLT Units to be issued as consideration for the acquisition fee for the Merger; and (d) the number of FLT Units to be issued as consideration for the acquisition fee for the Proposed Asset Acquisition, and (ii) multiplied by the issue price of S\$1.240 per FLT Unit.
- Excludes the stakes held by the Sponsor, the FLT Manager, the FCOT Manager, directors and chief executive officers of the FLT Manager and the FCOT Manager, substantial FLT Unitholders and substantial FCOT Unitholders and their respective associates based on information available to the FLT Manager and the FCOT Manager as at the Latest Practicable Date. FCOT's free float of S\$1.1 billion is computed based on FCOT's free float units as at the Latest Practicable Date of 679.0 million FCOT Units multiplied by FCOT's Last Traded Price of S\$1.67. The Enlarged REIT's free float of S\$3.3 billion (post-Merger and Proposed Asset Acquisition) is computed based on 2.7 billion free float units multiplied by the issue price of S\$1.240 per unit.
- FCOT's portfolio value based on exchange rates of A\$1 : S\$0.9443 and £1 : S\$1.7841 as per FCOT's 1QFY20 reported results.
- Based on book value of the Enlarged REIT as at 31 December 2019 and includes 100% interest in Farnborough Business Park, which is based on the Agreed Property Value at an exchange rate of £1 : S\$1.7841.
- 18, 20 & 22 Cross Street at China Street Central had been renamed "Cross Street Exchange" with effect from 1 January 2020.

All capitalised terms shall, if not otherwise defined, have the same meanings as ascribed to them in this Scheme Document.

What would the Enlarged REIT look like? (cont'd)

Increased Portfolio Resilience

	 FRASERS COMMERCIAL TRUST	Enlarged REIT	FCOT Portfolio	FLT Portfolio
 Committed occupancy	95.2%	99.5%	2.8% weighted average fixed increase for	3.1% p.a. average fixed rental increase for Australian properties
 WALE	4.7 years	5.7 years	51.8% of portfolio GRI in FY2020	94.3% of leases by GRI with fixed increase or CPI- linked indexation for European properties
 % contribution of top 10 tenants by GRI⁽¹⁾	50.4%	23.4%		
 % of leases expiring FY24 and beyond⁽¹⁾	47.0%	60.9%		

What are the key benefits of the Merger?



1	PREMIUM TO HISTORICAL TRADING PRICES AND DPU ACCRETIVE		8.2% premium over 12-month VWAP ⁽²⁾ and 4.2% DPU accretion ⁽³⁾
2	FLAGSHIP PORTFOLIO OF COMMERCIAL AND INDUSTRIAL ASSETS	  	S\$5.9 billion portfolio value with 99 properties across 5 countries Offer end-to-end business solutions to enhance customer retention Attractive industrial and logistics sector dynamics in Australia, Germany and the Netherlands
3	CREATION OF A TOP-10 S-REIT WITH INDEX INCLUSION		Potential to be amongst the Top-10 largest S-REITs by market capitalisation and free float
4	ENHANCED DIVERSIFICATION AND PORTFOLIO RESILIENCE		326 quality tenants with 99.5% committed occupancy and WALE of 5.7 years
5	GROWTH TRAJECTORY FROM ENLARGED CAPITAL BASE AND ROFR PIPELINE		S\$830 million debt headroom ⁽⁴⁾ and ROFR pipeline in excess of S\$5.0 billion

Source: Bloomberg as at the Latest Practicable Date.

Note: As at 31 December 2019. References to FCOT's portfolio metrics in this Scheme Document are as per reported 1QFY20 results.

(1) Based on GRI as at 31 December 2019 (excluding vacancy, committed leases, lease incentives and retail turnover rents, if any).

(2) Up to and including 27 November 2019.

(3) Pro forma DPU accretion post-Merger and Proposed Asset Acquisition. Please refer to paragraph 2.4(a) of the Letter to FCOT Unitholders in this Scheme Document for further details.

(4) Prior to reaching the 45.0% aggregate leverage regulatory limit and assuming the Proposed Asset Acquisition (excluding the acquisition fee) was fully funded by debt.

All capitalised terms shall, if not otherwise defined, have the same meanings as ascribed to them in this Scheme Document.

What is the opinion of the FCOT IFA, and what do the FCOT Directors and FCOT Independent Directors recommend?

OPINION OF THE FCOT IFA



Based upon, and subject to the foregoing, we are of the opinion that as of the IFA Reference Date, from a financial point of view, the Scheme Consideration is **FAIR** and **REASONABLE**.

Accordingly, we advise the FCOT Independent Directors to recommend FCOT Unitholders to **VOTE IN FAVOUR** of the Trust Scheme.



EVERCORE
FCOT IFA

FCOT TRUST DEED AMENDMENT RESOLUTION: RECOMMENDATION OF THE FCOT DIRECTORS



Having regard to the above and the rationale for the FCOT Trust Deed Amendments as set out in Paragraph 2.4 of the Letter to FCOT Unitholders, the FCOT Directors are of the opinion that the FCOT Trust Deed Amendments would be beneficial to, and be in the interests of FCOT.

Accordingly, the FCOT Directors recommend that FCOT Unitholders **VOTE IN FAVOUR** of the FCOT Trust Deed Amendments Resolution at the Extraordinary General Meeting.



 **FRASERS
COMMERCIAL
TRUST**
FCOT Directors

TRUST SCHEME RESOLUTION: RECOMMENDATION OF THE FCOT INDEPENDENT DIRECTORS



Further, the FCOT Independent Directors, having considered carefully the terms of the Trust Scheme, the advice given by the FCOT IFA in the FCOT IFA Letter and having taken into account the various factors set out in the FCOT IFA Letter (an extract of which is set out in Paragraph 16.2 of the Letter to FCOT Unitholders), including the FCOT Independent Audit Opinion, recommend that FCOT Unitholders **VOTE IN FAVOUR** of the Trust Scheme at the Trust Scheme Meeting.



 **FRASERS
COMMERCIAL
TRUST**
FCOT Independent Directors

IT IS IMPORTANT THAT YOU READ THE ABOVE EXTRACTS TOGETHER WITH AND IN THE CONTEXT OF THE LETTER TO FCOT UNITHOLDERS AND THE FCOT IFA LETTER, WHICH CAN BE FOUND ON PAGES 20 TO 84 AND APPENDIX A OF THIS SCHEME DOCUMENT RESPECTIVELY. YOU ARE ADVISED AGAINST RELYING SOLELY ON THESE EXTRACTS, WHICH ARE ONLY MEANT TO DRAW ATTENTION TO THE OPINION OF THE FCOT IFA AND RECOMMENDATIONS OF THE FCOT DIRECTORS AND THE FCOT INDEPENDENT DIRECTORS.

All capitalised terms shall, if not otherwise defined, have the same meanings as ascribed to them in this Scheme Document.

What is required for the Merger to be approved?

1 EGM

The FCOT Manager will first seek the approval of the FCOT Unitholders for the FCOT Trust Deed Amendments Resolution at the EGM:

FCOT Trust Deed Amendments

Approval Threshold

More than 75% of the total number of votes cast⁽¹⁾

2 TRUST SCHEME MEETING

Subject to the passing of the FCOT Trust Deed Amendments Resolution, the FCOT Manager will seek the approval of the FCOT Unitholders for the Trust Scheme Resolution at the Trust Scheme Meeting to be convened **after the EGM**:

**The Merger of FCOT and FLT
by way of a Trust Scheme**

Approval Threshold

More than 50% approval by headcount representing at least 75% in value⁽¹⁾⁽²⁾

Venue of the EGM and the Trust Scheme Meeting:

Level 3, Summit 2,
Suntec Singapore Convention &
Exhibition Centre,
1 Raffles Boulevard,
Suntec City, Singapore 039593

Date and Time of the EGM and the Trust Scheme Meeting:

EGM: 11 March 2020 at 2.30 p.m.

Trust Scheme Meeting: 11 March 2020 at 3.30 p.m. (or as soon thereafter following the conclusion or adjournment of the EGM, whichever is later)

(1) Based on the FCOT Units held by FCOT Unitholders present and voting either in person or by proxy at the EGM or Trust Scheme Meeting (as the case may be).

(2) FLT and persons acting in concert with it will abstain from voting.

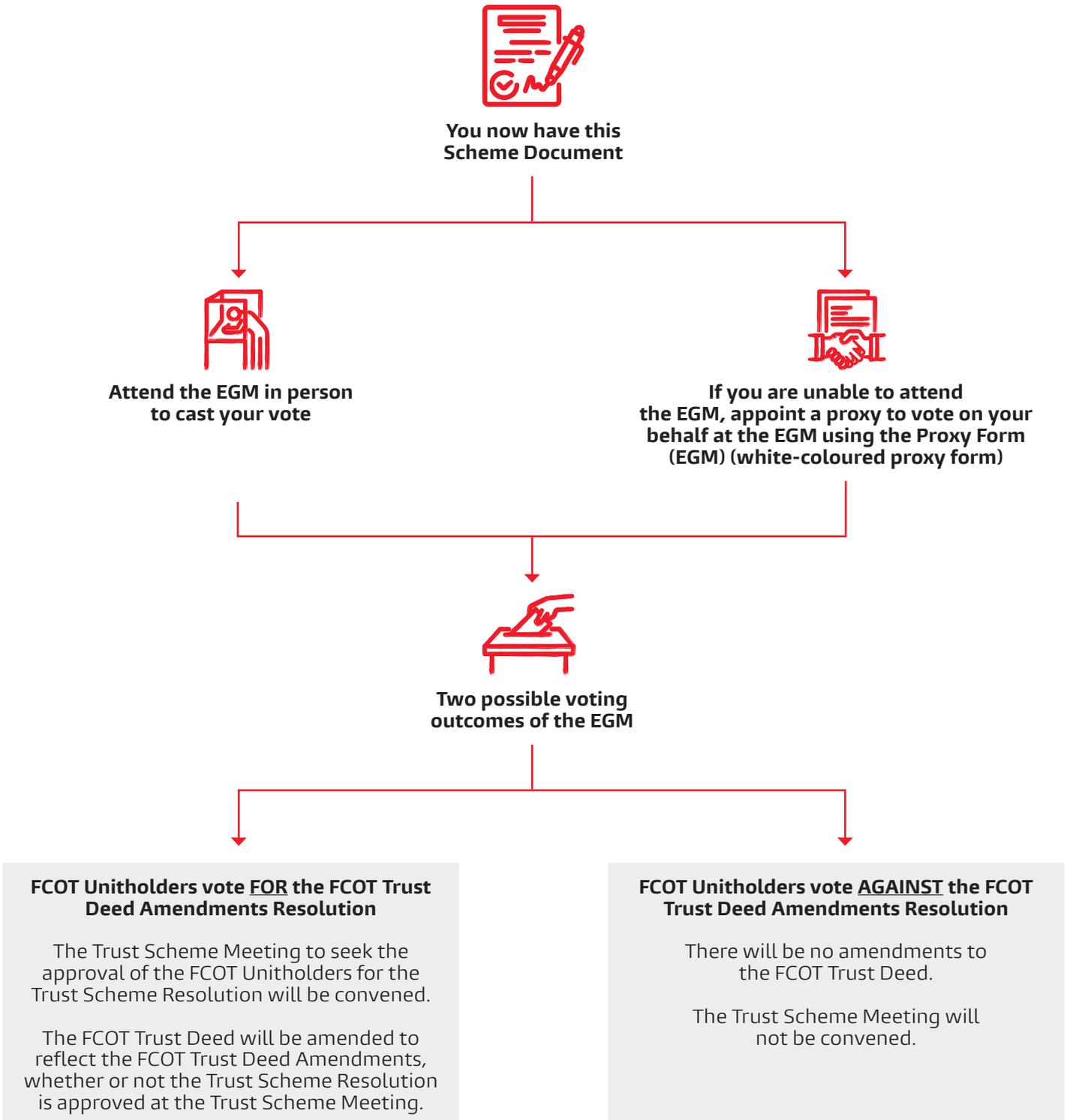
All capitalised terms shall, if not otherwise defined, have the same meanings as ascribed to them in this Scheme Document.

How do I vote at the EGM?

The EGM and the Trust Scheme Meeting are **two different meetings** of the FCOT Unitholders to be held on the same day.

Each meeting has a separate proxy form, with different instructions and different approval thresholds. If you wish to appoint a proxy for both the EGM and the Trust Scheme Meeting, you are required to **submit both proxy forms**.

It is important that you read the instructions for the two meetings carefully.



What if I am unable to attend the EGM?

If you are unable to attend the EGM in person, you may appoint someone you know, or the Chairman of the EGM, to vote on your behalf by completing the Proxy Form (EGM).

1

LOCATE THE PROXY FORM (EGM) (WHITE-COLOURED PROXY FORM)

The Proxy Form (EGM) is enclosed in this Scheme Document, and can also be obtained from:

Boardroom Corporate & Advisory Services Pte. Ltd.

50 Raffles Place, #32-01

Singapore Land Tower

Singapore 048623

Operating hours: Monday to Friday, 8.30 a.m. to 5.30 p.m.

2

COMPLETE THE PROXY FORM (EGM)

<p>FRASERS COMMERCIAL TRUST (a real estate investment trust constituted on 12 September 2005 under the laws of the Republic of Singapore)</p> <p>PROXY FORM EXTRAORDINARY GENERAL MEETING</p>	<p>IMPORTANT</p> <p>1. A Relevant Intermediary may appoint more than two (2) proxies to attend, speak and vote at the Extraordinary General Meeting (please see Note 4 for the definition of "Relevant Intermediary").</p> <p>2. This Proxy Form (EGM) is not valid for use by CPFIS Investors/SRS Investors and shall be ineffective for all intents and purposes if used or purported to be used by them.</p> <p>3. CPFIS Investors/SRS Investors are requested to contact their respective CPFIS Agent Banks/SRS Agent Banks for any queries they may have with regard to their appointment as proxies.</p> <p>PERSONAL DATA PRIVACY By submitting an instrument appointing a proxy(ies) and/or representative(s), the FCOT Unitholder accepts and agrees to the personal data privacy terms set out in the Notice of Extraordinary General Meeting dated 14 February 2020.</p>												
<p>*I/We _____ (Name(s) with (NRIC No./Passport No./Company Registration No.) _____ of _____ (Address) _____ being a FCOT Unitholder/FCOT Unitholders, hereby appoint:</p>													
<p>A</p>	<table border="1"> <thead> <tr> <th rowspan="2">Name</th> <th rowspan="2">Address</th> <th rowspan="2">NRIC No./Passport No.</th> <th colspan="2">Proportion of FCOT Unitholdings</th> </tr> <tr> <th>No. of FCOT Units</th> <th>%</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Name	Address	NRIC No./Passport No.	Proportion of FCOT Unitholdings		No. of FCOT Units	%					
Name	Address				NRIC No./Passport No.	Proportion of FCOT Unitholdings							
		No. of FCOT Units	%										
<p>B</p>	<p>and/or (delete as appropriate)</p> <table border="1"> <thead> <tr> <th rowspan="2">Name</th> <th rowspan="2">Address</th> <th rowspan="2">NRIC No./Passport No.</th> <th colspan="2">Proportion of FCOT Unitholdings</th> </tr> <tr> <th>No. of FCOT Units</th> <th>%</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Name	Address	NRIC No./Passport No.	Proportion of FCOT Unitholdings		No. of FCOT Units	%					
Name	Address				NRIC No./Passport No.	Proportion of FCOT Unitholdings							
		No. of FCOT Units	%										
<p>or, both of whom failing, the Chairman of the Extraordinary General Meeting as "my/our proxy/proxies to attend, speak and vote for "me/us on my/our behalf, at the Extraordinary General Meeting of FCOT to be held at Level 3, Summit 2, Suntec Singapore Convention & Exhibition Centre, 1 Raffles Boulevard, Suntec City, Singapore 039593 on 11 March 2020 at 2.30 p.m. and any adjournment thereof.</p> <p>"I/We direct my/our proxy/proxies to vote for or against, or to abstain from voting on, the resolution to be proposed at the Extraordinary General Meeting as indicated hereunder. If no specific direction as to voting is given, the "proxy/proxies will vote or abstain from voting at his/her/their discretion, as "he/she/they may on any other matter arising at the Extraordinary General Meeting (or any adjournment thereof). If no person is named in the above boxes, the Chairman of the Extraordinary General Meeting shall be "my/our proxy/proxies to vote, for or against, or to abstain from voting on, the resolution to be proposed at the Extraordinary General Meeting, for "me/us and on "my/our behalf at the Extraordinary General Meeting and at any adjournment thereof.</p> <p>If you wish your proxy/proxies to exercise all your votes "For" or "Against" the resolution, please tick (✓) in the "For" or "Against" box provided. Alternatively, please indicate the number of FCOT Units as appropriate. If you wish your proxy/proxies to abstain from voting on the resolution, please tick (✓) in the "Abstain" box provided. Alternatively, please indicate the number of FCOT Units that your proxy/proxies is/are directed to abstain from voting.</p>													
<p>C</p>	<table border="1"> <thead> <tr> <th>Extraordinary Resolution</th> <th>For</th> <th>Against</th> <th>Abstain</th> </tr> </thead> <tbody> <tr> <td>To approve the FCOT Trust Deed Amendments</td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> <p>* Delete accordingly</p> <p>Dated this _____ day of _____, 2020</p>	Extraordinary Resolution	For	Against	Abstain	To approve the FCOT Trust Deed Amendments							
Extraordinary Resolution	For	Against	Abstain										
To approve the FCOT Trust Deed Amendments													
<p>D</p>	<p>E</p> <table border="1"> <tr> <td>Total number of FCOT Units held</td> </tr> <tr> <td> </td> </tr> </table>	Total number of FCOT Units held											
Total number of FCOT Units held													
<p>Signature(s) of FCOT Unitholder(s)/ Common Seal of Corporate FCOT Unitholder</p> <p>Email Address of FCOT Unitholder(s) (optional): _____</p> <p>IMPORTANT: PLEASE READ THE NOTES TO PROXY FORM ON THE NEXT PAGE</p>													

- A.** Fill in your name and particulars.
- B.** You may fill in the details of the appointee(s) or leave the section blank. The Chairman of the EGM will be the appointee if the section is left blank.
- C.** If you wish your proxy/proxies to exercise all your votes **FOR** or **AGAINST** the resolution, tick in the "FOR" or "AGAINST" box provided. Alternatively, indicate the number of FCOT Units as appropriate. If you wish your proxy/proxies to abstain from voting on the resolution, please tick in the "Abstain" box provided. Alternatively, please indicate the number of FCOT Units that your proxy/proxies is/are directed to abstain from voting.
- D.** If you are an individual, you or your attorney **MUST SIGN** and indicate the date. If you are a corporation, the Proxy Form (EGM) must be executed under your common seal or signed by a duly authorised officer or attorney.
- E.** Indicate the number of FCOT Units you hold.

What if I am unable to attend the EGM?

(cont'd)

3

RETURN THE COMPLETED PROXY FORM (EGM)

Return the completed and signed Proxy Form (EGM) in the endorsed pre-addressed envelope so that it arrives at Boardroom Corporate & Advisory Services Pte. Ltd., at 50 Raffles Place, Singapore Land Tower, #32-01, Singapore 048623, by **NO LATER THAN 2.30 p.m. on 8 March 2020, SUNDAY**. The envelope is prepared for posting in Singapore only. Please affix sufficient postage if posting from outside of Singapore.

<p>BUSINESS REPLY SERVICE PERMIT NO. 09061</p>  <p>The Company Secretary FRASERS COMMERCIAL ASSET MANAGEMENT LTD. (as manager of Frasers Commercial Trust) c/o Boardroom Corporate & Advisory Services Pte. Ltd. 50 Raffles Place #32-01 Singapore Land Tower Singapore 048623</p>	<p>Postage will be paid by addressee. For posting in Singapore only.</p>
	<p>NAME AND ADDRESS OF SENDER: Name : _____ Address : _____ Postal Code: (_____)</p>

REMINDER!

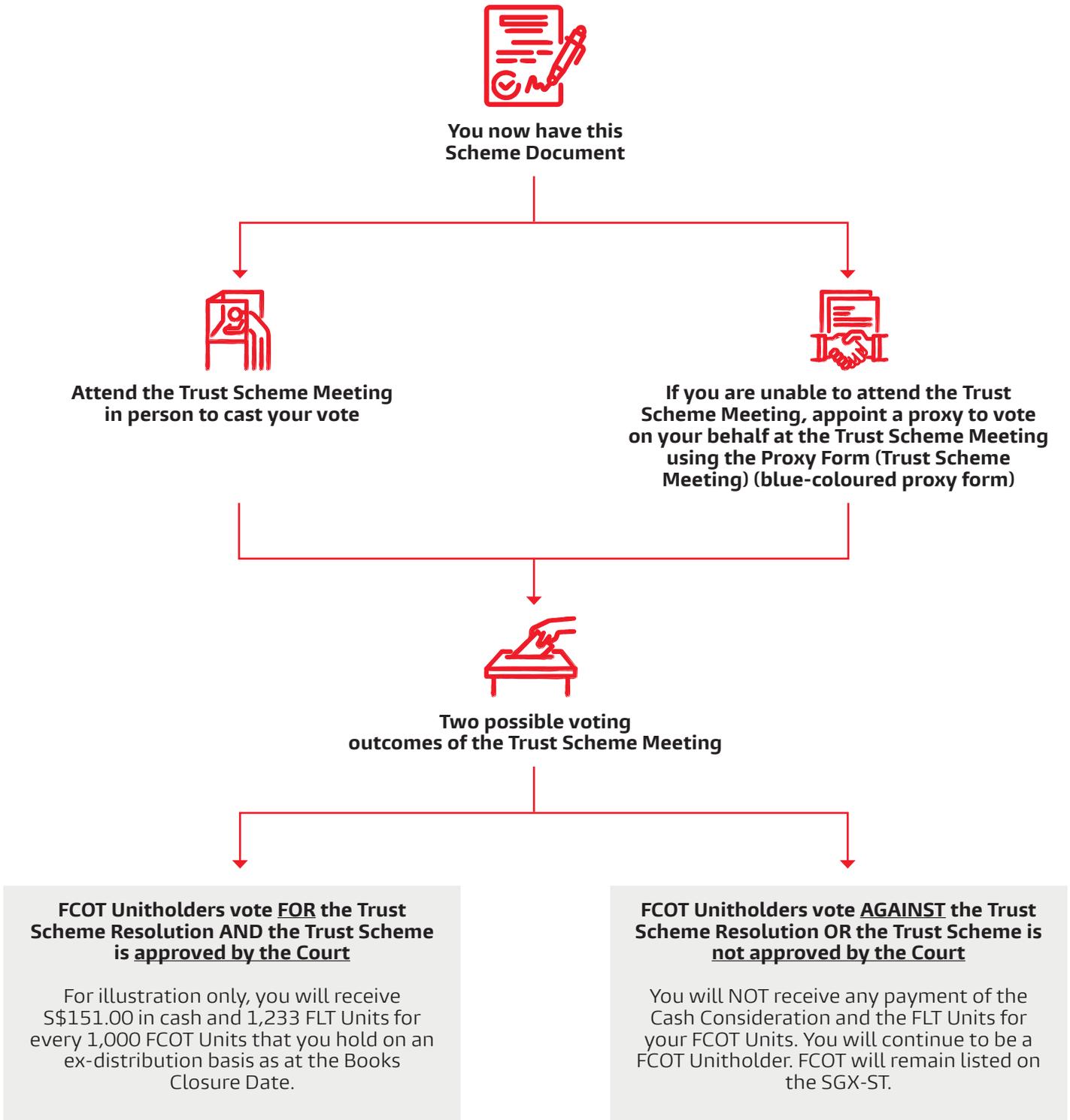
FCOT Unitholders who are unable to attend the EGM are reminded to complete and sign the enclosed Proxy Form (EGM) and return it such that it arrives at Boardroom Corporate & Advisory Services Pte. Ltd., at 50 Raffles Place, Singapore Land Tower, #32-01, Singapore 048623, by **NO LATER THAN 2.30 p.m. on 8 March 2020, SUNDAY**.

How do I vote at the Trust Scheme Meeting?

The EGM and the Trust Scheme Meeting are **two different meetings** of the FCOT Unitholders to be held on the same day.

Each meeting has a separate proxy form, with different instructions and different approval thresholds. If you wish to appoint a proxy for both the EGM and the Trust Scheme Meeting, you are required to **submit both proxy forms.**

It is important that you read the instructions for the two meetings carefully.



What if I am unable to attend the Trust Scheme Meeting?

If you are unable to attend the Trust Scheme Meeting in person, you may appoint someone you know, or the Chairman of the Trust Scheme Meeting, to vote on your behalf by completing the Proxy Form (Trust Scheme Meeting).

1

LOCATE THE PROXY FORM (TRUST SCHEME MEETING) (BLUE-COLOURED PROXY FORM)

The Proxy Form (Trust Scheme Meeting) is enclosed in this Scheme Document, and can also be obtained from:

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

Operating hours: Monday to Friday, 8.30 a.m. to 5.30 p.m.

2

COMPLETE THE PROXY FORM (TRUST SCHEME MEETING)

TRUST SCHEME OF ARRANGEMENT

Between

Fraser's Commercial Asset Management Ltd. (in its capacity as manager of Fraser's Commercial Trust)
 British and Malayan Trustees Limited (in its capacity as trustee of Fraser's Commercial Trust)

And

FCOT Unitholders

And

Fraser's Logistics & Industrial Asset Management Pte. Ltd. (in its capacity as manager of Fraser's Logistics & Industrial Trust)

And

Perpetual (Asia) Limited (in its capacity as trustee of Fraser's Logistics & Industrial Trust)

A "I/We _____ (Name(s)) with
 (NRIC No./Passport No./Company Registration No.) _____
 of _____ (Address) _____
 being a FCOT Unitholder/FCOT Unitholders, hereby appoint:

Name	Address	NRIC No./Passport No.

or failing "him/her, the Chairman of the Trust Scheme Meeting as "my/our proxy to attend, speak and to vote for "me/us and on "my/our behalf at the Trust Scheme Meeting to be held at Level 3, Summit 2, Suntec Singapore Convention & Exhibition Centre, 1 Raffles Boulevard, Suntec City, Singapore 039593 on 11 March 2020 at 3.30 p.m. (or as soon thereafter following the conclusion or adjournment of the extraordinary general meeting of the FCOT Unitholders to be held at 2.30 p.m. on the same day and at the same venue, whichever is later) and at any adjournment thereof.

"I/We direct "my/our proxy to vote for or against, or to abstain from voting on, the Trust Scheme to be proposed at the Trust Scheme Meeting as indicated hereunder. If no specific direction as to voting is given, the proxy will vote or abstain from voting at "his/her discretion, as "he/she will on any other matter arising at the Trust Scheme Meeting (or any adjournment thereof). If no person is named in the above boxes, the Chairman of the Trust Scheme Meeting shall be "my/our proxy to vote, for or against, or to abstain from voting on, the Trust Scheme to be proposed at the Trust Scheme Meeting, for "me/ us and on "my/our behalf at the Trust Scheme Meeting and at any adjournment thereof.

If you wish your proxy to vote "FOR the Trust Scheme to be proposed at the Trust Scheme Meeting, please indicate with a tick (✓) in the box marked "FOR" as set out below. If you wish your proxy to vote "AGAINST" the Trust Scheme to be proposed at the Trust Scheme Meeting, please indicate with a tick (✓) in the box marked "AGAINST" as set out below. If you wish your proxy to abstain from voting, please indicate with a tick (✓) in the box marked "ABSTAIN" as set out below. **DO NOT TICK MORE THAN ONE (1) BOX.**

Resolution	FOR	AGAINST	ABSTAIN
To approve the proposed Trust Scheme			

**Delete accordingly*

Dated this _____ day of _____, 2020

D _____ Signature(s) of FCOT Unitholder(s)/ Common Seal of Corporate FCOT Unitholder Email Address of FCOT Unitholder(s) (optional): _____	E _____ Total number of FCOT Units held
--	---

IMPORTANT: PLEASE READ NOTES TO PROXY FORM ON THE NEXT PAGE

- A.** Fill in your name and particulars.
- B.** You may fill in the details of the appointee(s) or leave the section blank. The Chairman of the Trust Scheme Meeting will be the appointee if the section is left blank.
- C.** Indicate your vote by ticking in the box labelled **FOR**, **AGAINST** or **ABSTAIN**. **DO NOT TICK MORE THAN ONE (1) BOX.**
- D.** If you are an individual, you or your attorney **MUST SIGN** and indicate the date. If you are a corporation, the Proxy Form (Trust Scheme Meeting) must be executed under your common seal or signed by a duly authorised officer or attorney.
- E.** Indicate the number of FCOT Units you hold.

What if I am unable to attend the Trust Scheme Meeting? (cont'd)

3

RETURN THE COMPLETED PROXY FORM (TRUST SCHEME MEETING)

Return the completed and signed Proxy Form (Trust Scheme Meeting) in the endorsed pre-addressed envelope so that it arrives at Boardroom Corporate & Advisory Services Pte. Ltd., at 50 Raffles Place, Singapore Land Tower, #32-01, Singapore 048623, by **NO LATER THAN 3.30 p.m. on 8 March 2020, SUNDAY**. The envelope is prepared for posting in Singapore only. Please affix sufficient postage if posting from outside of Singapore.

<p>BUSINESS REPLY SERVICE PERMIT NO. 09061</p>  <p>The Company Secretary FRASERS COMMERCIAL ASSET MANAGEMENT LTD. (as manager of Frasers Commercial Trust) c/o Boardroom Corporate & Advisory Services Pte. Ltd. 50 Raffles Place #32-01 Singapore Land Tower Singapore 048623</p>	<p>Postage will be paid by addressee. For posting in Singapore only.</p>
	<p>NAME AND ADDRESS OF SENDER: Name : _____ Address : _____ Postal Code: (_____)</p>

REMINDER!

FCOT Unitholders who are unable to attend the Trust Scheme Meeting are reminded to complete and sign the enclosed Proxy Form (Trust Scheme Meeting) and return it such that it arrives at Boardroom Corporate & Advisory Services Pte. Ltd., at 50 Raffles Place, Singapore Land Tower, #32-01, Singapore 048623, by **NO LATER THAN 3.30 p.m. on 8 March 2020, SUNDAY**.

Important Information

HOW DO I FIND OUT THE NUMBER OF FCOT UNITS I OWN?

A You can check your FCOT Unitholding balance with CDP by contacting them at:

The Central Depository

11 North Buona Vista Drive
#01-19/20 The Metropolis Tower 2
Singapore 138589
Tel : +65 6535 7511
Fax : +65 6535 0775

Opening hours:

Monday to Friday: 8.30 a.m. to 5.00 p.m.
Saturday: 8.30 a.m. to 12.00 p.m.
Closed on Sundays & Public Holidays

B If you own FCOT Units through a bank, stockbroker or any other intermediaries, you can also check by contacting them directly.

C If you are a CPFIS Investor or SRS Investor, please consult your CPF Agent Bank or SRS Agent Bank for further information.

IMPORTANT DATES AND TIMES

EXTRAORDINARY GENERAL MEETING	Last date and time for lodgement of Proxy Form (EGM)	8 March 2020 at 2.30 p.m.
The FCOT Trust Deed Amendments	Date and time of EGM	11 March 2020 at 2.30 p.m.
TRUST SCHEME MEETING	Last date and time for lodgement of Proxy Form (Trust Scheme Meeting)	8 March 2020 at 3.30 p.m.
The Merger Of FLT And FCOT By Way Of A Trust Scheme Of Arrangement	Date and time of Trust Scheme Meeting	11 March 2020 at 3.30 p.m. (or as soon thereafter following the conclusion or adjournment of the EGM, whichever is later)
Venue of EGM and Trust Scheme Meeting	Level 3, Summit 2, Suntec Singapore Convention & Exhibition Centre, 1 Raffles Boulevard, Suntec City, Singapore 039593	

WHO CAN I CALL IF I NEED HELP?



Sole Financial Adviser to the FCOT Manager
Telephone: +65 6682 8889

The information in this section should be read with the full information contained in the rest of this Scheme Document. If there should be any inconsistency or conflict between this section and this Scheme Document, this Scheme Document shall prevail. Nothing in this section is intended to be, or shall be taken as, advice, a recommendation or a solicitation to the FCOT Unitholders or any other party.

FCOT Unitholders are advised to be cautious when dealing in their FCOT Units and not to take any action in relation to their FCOT Units which may not prove to be in their best interests.

All capitalised terms shall, if not otherwise defined, have the same meanings as ascribed to them in this Scheme Document.

This page has been intentionally left blank

TABLE OF CONTENTS

DEFINITIONS	1
CAUTIONARY NOTES	15
EXPECTED TIMETABLE	16
CORPORATE INFORMATION	18
LETTER TO FCOT UNITHOLDERS	20
1. INTRODUCTION	20
2. THE MERGER AND THE TRUST SCHEME	22
3. THE FCOT TRUST DEED AMENDMENTS	61
4. APPROVALS REQUIRED IN RESPECT OF THE TRUST SCHEME	62
5. DELISTING	63
6. CONFIRMATION OF FINANCIAL RESOURCES	64
7. EXTRAORDINARY GENERAL MEETING	64
8. TRUST SCHEME MEETING	64
9. IMPLEMENTATION OF THE TRUST SCHEME	66
10. CLOSURE OF BOOKS	68
11. SETTLEMENT AND REGISTRATION PROCEDURES	69
12. OVERSEAS FCOT UNITHOLDERS	70
13. ACTION TO BE TAKEN BY FCOT UNITHOLDERS	72
14. INFORMATION RELATING TO CPFIS INVESTORS AND SRS INVESTORS	72
15. VOTING ON THE FCOT TRUST DEED AMENDMENTS RESOLUTION AND THE TRUST SCHEME RESOLUTION	73
16. INDEPENDENT FINANCIAL ADVISER TO THE FCOT INDEPENDENT DIRECTORS AND TO THE FCOT TRUSTEE	73
17. RECOMMENDATIONS BY FCOT DIRECTORS	81
18. CONSENTS	83
19. RESPONSIBILITY STATEMENT	84
20. GENERAL INFORMATION	84

TABLE OF CONTENTS

APPENDIX A	–	LETTER FROM THE FCOT IFA TO THE FCOT INDEPENDENT DIRECTORS AND TO THE FCOT TRUSTEE IN RESPECT OF THE TRUST SCHEME	A-1
APPENDIX B	–	OFFEROR’S LETTER TO THE FCOT UNITHOLDERS	B-1
APPENDIX C	–	GENERAL INFORMATION RELATING TO FCOT	C-1
APPENDIX D	–	FCOT TRUST DEED AMENDMENTS	D-1
APPENDIX E	–	EXTRACTS FROM THE FCOT TRUST DEED	E-1
APPENDIX F	–	UNAUDITED FINANCIAL STATEMENTS OF THE FCOT GROUP FOR 1Q FY2020	F-1
APPENDIX G	–	FCOT INDEPENDENT AUDIT OPINION	G-1
APPENDIX H	–	NOTICE OF EXTRAORDINARY GENERAL MEETING	H-1
APPENDIX I	–	MANNER OF CONVENING TRUST SCHEME MEETING	I-1
APPENDIX J	–	THE TRUST SCHEME	J-1
APPENDIX K	–	NOTICE OF TRUST SCHEME MEETING	K-1
APPENDIX L	–	FCOT SPECIFIC OBLIGATIONS	L-1
APPENDIX M	–	FLT SPECIFIC OBLIGATIONS	M-1
APPENDIX N	–	FLT REPRESENTATIONS AND WARRANTIES	N-1
APPENDIX O	–	FCOT REPRESENTATIONS AND WARRANTIES	O-1
APPENDIX P	–	PRESCRIBED OCCURRENCES	P-1

DEFINITIONS

In this Scheme Document, the following definitions shall apply throughout unless the context otherwise requires:

<u>“£”</u>	:	British Pounds Sterling, being the lawful currency of the United Kingdom
<u>“1Q FY2020”</u>	:	The first quarter ended 31 December 2019
<u>“357 Collins Street”</u>	:	Has the meaning ascribed to it in Paragraph 2.7 of the Letter to FCOT Unitholders
<u>“805 Audit”</u>	:	Has the meaning ascribed to it in Paragraph 2.9 of the Letter to FCOT Unitholders
<u>“A\$”</u>	:	Australian dollars, being the lawful currency of Australia
<u>“Australian Taxation Act”</u>	:	Has the meaning ascribed to it in Paragraph 2.1(c) of the Letter to FCOT Unitholders
<u>“BofA Securities”</u>	:	Merrill Lynch (Singapore) Pte. Ltd.
<u>“Books Closure Date”</u>	:	The date to be announced (before the Effective Date) by the FCOT Manager on which the Transfer Books and the Register of FCOT Unitholders will be closed in order to determine the entitlements of the FCOT Unitholders in respect of the Trust Scheme
<u>“Business Day”</u>	:	A day (other than Saturday, Sunday or gazetted public holiday) on which commercial banks are open for business in Singapore for the transaction of normal banking business
<u>“Cash Consideration”</u>	:	Has the meaning ascribed to it in Paragraph 2.1(a)(ii)(A) of the Letter to FCOT Unitholders
<u>“CBD office space”</u>	:	Has the meaning ascribed to it in Paragraph 2.7(a)(ii) of the Letter to FCOT Unitholders
<u>“CDP”</u>	:	The Central Depository (Pte) Limited
<u>“CMS Licence”</u>	:	A capital market services licence pursuant to the SFA
<u>“Code”</u>	:	The Singapore Code on Take-overs and Mergers
<u>“Companies Act”</u>	:	Companies Act (Chapter 50 of Singapore)
<u>“Competing Offer”</u>	:	A FCOT Competing Offer or a FLT Competing Offer (as the case may be)

DEFINITIONS

<u>“Conflicted Directors”</u>	:	Mr. Chia Khong Shoong, Mr. Low Chee Wah, and Mr. Christopher Tang Kok Kai
<u>“Consideration Units”</u>	:	Has the meaning ascribed to it in Paragraph 2.1(a)(ii)(B) of the Letter to FCOT Unitholders
<u>“Court”</u>	:	The High Court of the Republic of Singapore, or where applicable on appeal, the Court of Appeal of the Republic of Singapore
<u>“CPF”</u>	:	The Central Provident Fund of Singapore
<u>“CPF Act”</u>	:	The Central Provident Fund Act (Chapter 36 of Singapore)
<u>“CPF Agent Banks”</u>	:	Agent banks included under the CPFIS
<u>“CPFIS”</u>	:	CPF Investment Scheme
<u>“CPFIS Investors”</u>	:	Investors who have purchased FCOT Units using their CPF savings under the CPFIS
<u>“Development Project”</u>	:	Has the meaning ascribed to it in Paragraph 2.8 of the Letter to FCOT Unitholders
<u>“DPU”</u>	:	Has the meaning ascribed to it in Paragraph 2.4(a) of the Letter to FCOT Unitholders
<u>“€”</u>	:	Euros, being the lawful currency of the European Union
<u>“Effective Date”</u>	:	The date on which the Trust Scheme becomes effective in accordance with its terms
<u>“Encumbrances”</u>	:	Any charge, assignment, mortgage, pledge, lien, hypothecation, restriction, judgment, encumbrance, easement, right of pre-emption, right to acquire, option, security, title retention, preferential right, trust arrangement or other security interest or any other agreement or arrangement having a commercial effect analogous to the conferring of security or a similar right in favour of any person
<u>“Enlarged REIT”</u>	:	The enlarged REIT, comprising FLT and FCOT (as a sub-trust of FLT) upon completion of the Merger
<u>“Entitled FCOT Unitholders”</u>	:	FCOT Unitholders as at 5.00 p.m. on the Books Closure Date
<u>“Existing ROFRs”</u>	:	Has the meaning ascribed to it in Paragraph 2.7(a) of the Letter to FCOT Unitholders

DEFINITIONS

- “Extraordinary General Meeting”** : The extraordinary general meeting of the FCOT Unitholders to be convened to approve the FCOT Trust Deed Amendments, notice of which is set out on pages H-1 to H-3 of this Scheme Document
- “Extraordinary Resolution”** : A resolution proposed and passed as such by the FCOT Unitholders consisting of more than 75% of the total number of votes held by the FCOT Unitholders present and voting either in person or by proxy cast for and against such resolution at a meeting of the FCOT Unitholders
- “FCOT”** : Frasers Commercial Trust
- “FCOT 2009 ROFR”** : Has the meaning ascribed to it in Paragraph 2.7(a) of the Letter to FCOT Unitholders
- “FCOT 2017 ROFR”** : Has the meaning ascribed to it in Paragraph 2.7(a) of the Letter to FCOT Unitholders
- “FCOT Auditors”** : KPMG LLP
- “FCOT Competing Offer”** : Any offer by any person other than the FLT Trustee involving:
- (a) a sale, transfer or other disposal of any direct or indirect interest in all or substantially all of the assets, business and/or undertakings of the FCOT Group;
 - (b) a general offer for the FCOT Units;
 - (c) a scheme of arrangement involving any FCOT Group Entity or the merger of any FCOT Group Entity with any other entity (whether by way of joint venture, reverse takeover bid, dual listed company structure or otherwise);
 - (d) any other arrangement having an effect similar to any of (a) to (c); or
 - (e) a transaction or series of related transactions which would or is reasonably likely to preclude or restrict the Merger and/or the Trust Scheme.

For the purpose of this definition, a FCOT Competing Offer will be deemed to be for all or substantially all of the assets, business and/or undertakings of the FCOT Group if the relevant assets, business and/or undertakings in question constitute a “material amount” as defined in Note 2 on Rule 5 of the Code

DEFINITIONS

<u>“FCOT Convertible Securities”</u>	:	Convertible securities, warrants, options and derivatives in respect of the FCOT Units or other securities (if any) which carry voting rights in FCOT
<u>“FCOT Directors”</u>	:	The directors for the time being of the FCOT Manager
<u>“FCOT Financial Adviser”</u>	:	DBS Bank Ltd., the sole financial adviser to the FCOT Manager in respect of the Merger and the Trust Scheme
<u>“FCOT FY19 DPU”</u>	:	Has the meaning ascribed to it in Note 1 to Paragraph 2.4(a)(ii) of the Letter to FCOT Unitholders
<u>“FCOT FY2019 Financial Statements”</u>	:	The audited consolidated statement of financial position of the FCOT Group as at 30 September 2019, the consolidated statement of total return and the consolidated cash flow statement of the FCOT Group for the financial year ended 30 September 2019, and the notes thereto
<u>“FCOT Group”</u>	:	FCOT and the FCOT Subsidiaries, and each entity in the FCOT Group shall be referred to as a <u>“FCOT Group Entity”</u>
<u>“FCOT IFA”</u>	:	Evercore Asia (Singapore) Pte. Ltd.
<u>“FCOT IFA Letter”</u>	:	The letter from the FCOT IFA containing the advice of the FCOT IFA in relation to the Trust Scheme as set out in Appendix A to this Scheme Document
<u>“FCOT Independent Audit Opinion”</u>	:	Audit opinion by the FCOT Independent Auditors setting out its opinion as to whether the carrying value of FLT’s “investment properties”, as reflected in the FLT FY2019 Financial Statements, have been prepared, in all material respects, in accordance with the relevant accounting policies of the FLT Group, consistently applied
<u>“FCOT Independent Auditors”</u>	:	Ernst & Young LLP
<u>“FCOT Independent Directors”</u>	:	The FCOT Directors who are considered independent for the purposes of the Trust Scheme, namely all of the FCOT Directors except for the Conflicted Directors
<u>“FCOT Manager”</u>	:	Frasers Commercial Asset Management Ltd., as manager of FCOT
<u>“FCOT Noteholders”</u>	:	Noteholders holding FCOT Notes

DEFINITIONS

<u>“FCOT Notes”</u>	:	All outstanding notes issued by FCOT Treasury Pte. Ltd., which is a FCOT Group Entity, under the S\$1.0 billion Multicurrency Medium Term Note Programme established on 27 September 2013
<u>“FCOT Permitted Distributions”</u>	:	The distributions in cash announced, declared, paid or made by the FCOT Manager to the FCOT Unitholders in the ordinary course of business and the usual quantum in respect of the period from 1 October 2019 up to the day immediately before the Effective Date (including any clean-up distribution to the FCOT Unitholders in respect of the period from the day immediately following the latest completed financial quarter of FCOT preceding the Effective Date, up to the day immediately before the Effective Date)
<u>“FCOT ROFRs”</u>	:	The FCOT 2009 ROFR and the FCOT 2017 ROFR
<u>“FCOT Specific Obligations”</u>	:	Obligations of the FCOT Trustee and/or the FCOT Manager (as applicable) as set out in Appendix L to this Scheme Document
<u>“FCOT Subsidiaries”</u>	:	The subsidiaries listed on page 178 of FCOT’s annual report for the financial year ended 30 September 2019, and <u>“FCOT Subsidiary”</u> means any one of them
<u>“FCOT Trust Deed”</u>	:	Has the meaning ascribed to it in Paragraph 2.2(a) of the Letter to FCOT Unitholders
<u>“FCOT Trust Deed Amendments”</u>	:	The amendments to the FCOT Trust Deed to include provisions that will facilitate the implementation of the Trust Scheme as set out in Appendix D to this Scheme Document
<u>“FCOT Trust Deed Amendments Resolution”</u>	:	The Extraordinary Resolution to approve the FCOT Trust Deed Amendments
<u>“FCOT Trustee”</u>	:	British and Malayan Trustees Limited, in its capacity as trustee of FCOT
<u>“FCOT Unit”</u>	:	An issued and paid-up unit in FCOT
<u>“FCOT Unitholders”</u>	:	The holders of the FCOT Units from time to time, and each a <u>“FCOT Unitholder”</u>
<u>“FLT”</u>	:	Frasers Logistics & Industrial Trust
<u>“FLT Acquisition”</u>	:	The acquisition by the FLT Trustee of all the FCOT Units in accordance with the terms of the Implementation Agreement

DEFINITIONS

<u>“FLT Auditors”</u>	:	KPMG LLP
<u>“FLT Circular”</u>	:	The circular dated 14 February 2020 issued by the FLT Manager, on behalf of FLT, convening the FLT EGM
<u>“FLT Competing Offer”</u>	:	<p>Any offer by any person involving:</p> <ul style="list-style-type: none">(a) a sale, transfer or other disposal of any direct or indirect interest in all or substantially all of the assets, business and/or undertakings of the FLT Group;(b) a general offer for the FLT Units;(c) a scheme of arrangement involving any FLT Group Entity or the merger of any FLT Group Entity with any other entity (whether by way of joint venture, reverse takeover bid, dual listed company structure or otherwise);(d) any other arrangement having an effect similar to any of (a) to (c); or(e) a transaction or series of related transactions which would or is reasonably likely to preclude or restrict the Merger and/or the Trust Scheme. <p>For the purpose of this definition, a FLT Competing Offer will be deemed to be for all or substantially all of the assets, business and/or undertakings of the FLT Group if the relevant assets, business and/or undertakings in question constitute a “material amount” as defined in Note 2 on Rule 5 of the Code.</p>
<u>“FLT Convertible Securities”</u>	:	Convertible securities, warrants, options and derivatives in respect of the FLT Units or other securities (if any) which carry voting rights in FLT
<u>“FLT EGM”</u>	:	The meeting of the FLT Unitholders to be convened to seek the FLT Unitholders’ Approval (and any adjournment thereof)
<u>“FLT Financial Adviser”</u>	:	BofA Securities, the sole financial adviser to the FLT Manager in respect of the Merger and the Trust Scheme
<u>“FLT FY2019 Financial Statements”</u>	:	The audited consolidated statement of financial position of the FLT Group as at 30 September 2019, the consolidated statement of total return and the consolidated cash flow statement of the FLT Group for the financial year ended 30 September 2019, and the notes thereto

DEFINITIONS

<u>“FLT Group”</u>	:	FLT and the FLT Subsidiaries, and each entity in the FLT Group shall be referred to as an <u>“FLT Group Entity”</u>
<u>“FLT Manager”</u>	:	Fraser's Logistics & Industrial Asset Management Pte. Ltd., as manager of FLT
<u>“FLT Manager Concert Party Group”</u>	:	FLT Manager and parties acting in concert with the FLT Manager in connection with the Merger
<u>“FLT Permitted Distributions”</u>	:	The distributions announced, declared, paid or made by the FLT Manager to the FLT Unitholders in the ordinary course of business and the usual quantum in respect of the period from 1 October 2019 up to the day immediately before the Effective Date (including any clean-up distribution to the FLT Unitholders in respect of the period from the day immediately following the latest completed financial half year of FLT preceding the Effective Date, up to the day immediately before the Effective Date)
<u>“FLT ROFR”</u>	:	Has the meaning ascribed to it in Paragraph 2.7(a) of the Letter to FCOT Unitholders
<u>“FLT Specific Obligations”</u>	:	Obligations of the FLT Trustee and/or the FLT Manager (as applicable) as set out in Appendix M to this Scheme Document
<u>“FLT Subsidiaries”</u>	:	The subsidiaries listed on pages 249 to 251 of FLT's annual report for the financial year ended 30 September 2019, GUMES Verwaltung Objekt Bielefeld-Sennestadt GmbH and FPE Investments RE7 B.V., and <u>“FLT Subsidiary”</u> means any one of them
<u>“FLT Trust Deed”</u>	:	Has the meaning ascribed to it in Paragraph 2.3(a) of the Letter to FCOT Unitholders
<u>“FLT Trustee”</u>	:	Perpetual (Asia) Limited, in its capacity as trustee of FLT
<u>“FLT Unit”</u>	:	An issued and paid-up unit in FLT
<u>“FLT Unitholders”</u>	:	The holders of FLT Units from time to time

DEFINITIONS

<u>“FLT Unitholders’ Approval”</u>	:	The approval of the FLT Unitholders for: (a) the FLT Acquisition; (b) the issuance of new FLT Units to the Trust Scheme Unitholders as part of the consideration pursuant to the Merger; and (c) the Proposed Asset Acquisition
<u>“FY”</u>	:	The financial year ended or ending 30 September, as the case may be
<u>“Gatefold”</u>	:	The pages preceding the “Table of Contents” section of this Scheme Document
<u>“GLA”</u>	:	Gross lettable area
<u>“Governmental Agency”</u>	:	Any foreign or Singaporean supranational, national, federal, state, provincial, municipal, government or governmental, semi-governmental, administrative, regulatory, fiscal or judicial agency, authority, body, commission, department, exchange, tribunal or entity
<u>“GRI”</u>	:	Has the meaning ascribed to it in Paragraph 2.4(d)(ii) of the Letter to FCOT Unitholders
<u>“GST”</u>	:	Goods and Services Tax
<u>“Implementation Agreement”</u>	:	The implementation agreement dated 2 December 2019 entered into between the FLT Trustee, the FLT Manager, the FCOT Trustee and the FCOT Manager, setting out the terms and conditions on which the Trust Scheme will be implemented
<u>“IRAS”</u>	:	Inland Revenue Authority of Singapore
<u>“Joint Announcement”</u>	:	The joint announcement by the FLT Manager and the FCOT Manager of the Merger, the FLT Acquisition and the Trust Scheme released on 2 December 2019
<u>“Joint Announcement Date”</u>	:	2 December 2019, being the date of the Joint Announcement
<u>“Last Traded Price”</u>	:	Has the meaning ascribed to it in Paragraph 2.4(a) of the Letter to FCOT Unitholders
<u>“Last Trading Date”</u> or <u>“UUPD”</u>	:	27 November 2019, being the last full market trading day prior to the Joint Announcement Date

DEFINITIONS

<u>“Latest Practicable Date”</u>	:	6 February 2020, being the latest practicable date prior to the printing of this Scheme Document
<u>“Letter to FCOT Unitholders”</u>	:	The letter from the FCOT Manager to the FCOT Unitholders as set out on pages 20 to 84 of this Scheme Document
<u>“Listing Manual”</u>	:	The listing manual of the SGX-ST, as amended, modified or supplemented from time to time
<u>“Long-Stop Date”</u>	:	30 June 2020, or such other date as the Parties may agree in writing
<u>“Market Day”</u>	:	A day on which the SGX-ST is open for the trading of securities
<u>“MAS”</u>	:	Monetary Authority of Singapore
<u>“Material Adverse Effect”</u>	:	<p>An event or events, whether individually or in aggregate, occurring from the date of the Implementation Agreement and up to the Relevant Date, which has or have the effect of causing a diminution:</p> <p>(a) in relation to the FLT Group, in the consolidated net tangible assets of the FLT Group by more than 10 per cent. as compared to the consolidated net tangible assets attributable to the FLT Unitholders of A\$2,313.8 million (approximately S\$2,153.5 million) as at 30 September 2019 as stated in the FLT FY2019 Financial Statements; and</p> <p>(b) in relation to the FCOT Group, in the consolidated net tangible assets of the FCOT Group by more than 10 per cent. as compared to the consolidated net tangible assets of the FCOT Group of S\$1,481.5 million as at 30 September 2019 as stated in the FCOT FY2019 Financial Statements.</p> <p>For the avoidance of doubt, distributions that have already been paid to the FLT Unitholders or FCOT Unitholders prior to the Joint Announcement Date, as well as the FLT Permitted Distributions and FCOT Permitted Distributions, shall not be taken into account in determining if there has been a Material Adverse Effect</p>
<u>“Merger”</u>	:	The merger of FLT and FCOT pursuant to the Implementation Agreement, the FLT Acquisition and the Trust Scheme
<u>“NAV”</u>	:	Net asset value

DEFINITIONS

<u>“NAV per FCOT Unit”</u>	:	Has the meaning ascribed to it in Paragraph 2.4(a)(ii) of the Letter to FCOT Unitholders
<u>“New Investment Mandate”</u>	:	Has the meaning ascribed to it in Paragraph 2.7(a) of the Letter to FCOT Unitholders
<u>“Offer”</u>	:	Where the Switch Option is exercised, a voluntary conditional cash offer to be made for or on behalf of the FLT Trustee to acquire all the FCOT Units on the terms and subject to the conditions which will be set out in an offer document issued for or on behalf of the FLT Trustee
<u>“Offeror’s Letter”</u>	:	The letter from the FLT Manager to FCOT Unitholders as set out in Appendix B to this Scheme Document
<u>“Official List”</u>	:	The list of issuers maintained by SGX-ST in relation to the Main Board of the SGX-ST
<u>“Overseas FCOT Unitholders”</u>	:	FCOT Unitholders whose registered addresses (as recorded in the Register of FCOT Unitholders or in the records maintained by CDP for the service of notice and documents) are outside Singapore
<u>“Parties”</u>	:	The parties to the Implementation Agreement, being the FLT Trustee, the FLT Manager, the FCOT Trustee, and the FCOT Manager, and <u>“Party”</u> means any one (1) of them
<u>“person”</u>	:	Any individual, company, corporation, general partnership, limited partnership, trust or other entity, organisation or unincorporated association, wherever constituted or located and whether or not having separate legal personality, including any Governmental Agency
<u>“Prescribed Occurrence”</u>	:	Any of the events or matters set out in Appendix P to this Scheme Document
<u>“Property Funds Appendix”</u>	:	Appendix 6 of the Code on Collective Investment Schemes issued by the MAS
<u>“Proposed Asset Acquisition”</u>	:	Has the meaning ascribed to it in Paragraph 2.7(e) of the Letter to FCOT Unitholders
<u>“Proxy Form (EGM)”</u>	:	The accompanying proxy form for the Extraordinary General Meeting as enclosed with this Scheme Document
<u>“Proxy Form (Trust Scheme Meeting)”</u>	:	The accompanying proxy form for the Trust Scheme Meeting as enclosed with this Scheme Document

DEFINITIONS

<u>“Register of FCOT Unitholders”</u>	:	The register of FCOT Unitholders
<u>“Regulatory Approvals”</u>	:	Such consents and approvals or other acts from any Governmental Agency as required by any and all Parties, the expiration of applicable waiting periods under applicable law as required by any and all Parties, and/or which the Parties may agree are necessary or desirable, to complete the Merger or implement the Trust Scheme or to give effect to the provisions of the Implementation Agreement
<u>“REIT”</u>	:	Real Estate Investment Trust
<u>“Relevant Asset”</u>	:	Has the meaning ascribed to it in Paragraph 2.7(a) of the Letter to FCOT Unitholders
<u>“Relevant Date”</u>	:	The date falling on the Business Day immediately preceding the Effective Date
<u>“Relevant Intermediary”</u>	:	<ul style="list-style-type: none">(a) a banking corporation licensed under the Banking Act (Chapter 19 of Singapore) or a wholly-owned subsidiary of such a banking corporation, whose business includes the provision of nominee services and who holds FCOT Units in that capacity;(b) a person holding a capital markets services licence to provide custodial services for securities under the SFA who holds FCOT Units in that capacity; or(c) the CPF Board established by the CPF Act in respect of FCOT Units purchased under the subsidiary legislation made under the CPF Act providing for the making of investments from the contributions and interest standing to the credit of members of the CPF, if the CPF Board holds those FCOT Units in the capacity of an intermediary pursuant to or in accordance with that subsidiary legislation
<u>“Resulting ROFR”</u>	:	Has the meaning ascribed to it in Paragraph 2.7(a) of the Letter to FCOT Unitholders
<u>“ROFR”</u>	:	Has the meaning ascribed to it in Paragraph 2.4(e) of the Letter to FCOT Unitholders
<u>“Rules of Court”</u>	:	Rules of Court (Chapter 322, R 5 of Singapore)
<u>“S\$”</u> or <u>“SGD”</u>	:	Singapore dollars, being the lawful currency of Singapore

DEFINITIONS

<u>“Scheme Conditions”</u>	:	The conditions precedent in the Implementation Agreement which must be satisfied (or, where applicable, waived) by the Long-Stop Date for the Trust Scheme to be implemented and which are reproduced in Paragraph 2.10(a) of the Letter to FCOT Unitholders
<u>“Scheme Consideration”</u>	:	Has the meaning ascribed to it in Paragraph 2.1(a)(ii) of the Letter to FCOT Unitholders
<u>“Scheme Document”</u>	:	This document dated 14 February 2020, including the Gatefold and any other document(s) which may be issued by or on behalf of the FCOT Manager to amend, revise, supplement or update the document(s) from time to time
<u>“Securities Account”</u>	:	The relevant securities account maintained by a depositor with CDP but does not include a securities sub-account
<u>“SFA”</u>	:	Securities and Futures Act (Chapter 289 of Singapore)
<u>“SGX-ST”</u>	:	Singapore Exchange Securities Trading Limited
<u>“Share Purchase Agreement”</u>	:	Has the meaning ascribed to it in Paragraph 2.5 of the Letter to FCOT Unitholders
<u>“SIC”</u>	:	Securities Industry Council of Singapore
<u>“Sponsor”</u>	:	Frasers Property Limited
<u>“Sponsor Group”</u>	:	Has the meaning ascribed to it in Paragraph 2.7 of the Letter to FCOT Unitholders
<u>“SPVs”</u>	:	Has the meaning ascribed to it in Paragraph 2.8 of the Letter to FCOT Unitholders
<u>“SRS”</u>	:	Supplementary Retirement Scheme
<u>“SRS Agent Banks”</u>	:	Agent banks included under the SRS
<u>“SRS Investors”</u>	:	Investors who have purchased FCOT Units using their SRS contributions pursuant to the SRS
<u>“Surviving Provisions”</u>	:	Clauses 1, 5.3, 5.4, 10, 11, 12, 13, 14, 15, 16.7, 16.11, 16.12 and 16.17 of the Implementation Agreement
<u>“Switch Option”</u>	:	The right of the FLT Trustee to elect (at its discretion) to proceed by way of the Offer (in lieu of proceeding with the Merger by way of the Trust Scheme)

DEFINITIONS

<u>“Target Property”</u>	:	Has the meaning ascribed to it in Paragraph 2.5 of the Letter to FCOT Unitholders
<u>“Target Property Company”</u>	:	Has the meaning ascribed to it in Paragraph 2.5 of the Letter to FCOT Unitholders
<u>“Third Parties”</u>	:	Certain financial institutions which have extended banking or credit facilities to any FCOT Group Entity or otherwise have financial arrangements with any FCOT Group Entity
<u>“Trust Scheme”</u>	:	The trust scheme of arrangement by which all of the FCOT Units are to be transferred to the FLT Trustee substantially on the terms and conditions set out in the Implementation Agreement
<u>“Trust Scheme Court Order”</u>	:	The order of the Court sanctioning the Trust Scheme under Order 80 of the Rules of Court
<u>“Trust Scheme Meeting”</u>	:	The meeting of the FCOT Unitholders to be convened by order of the Court to approve the Trust Scheme, notice of which is set out on pages K-1 to K-4 of this Scheme Document, and any adjournment thereof
<u>“Trust Scheme Meeting Court Order”</u>	:	The order of Court dated 30 January 2020 granting liberty to convene the Trust Scheme Meeting
<u>“Trust Scheme Resolution”</u>	:	The resolution of the FCOT Unitholders to approve the Trust Scheme
<u>“Trust Scheme Unitholder”</u>	:	Each person who is registered on the Register of FCOT Unitholders as at the Books Closure Date
<u>“Unit Ownership Limit”</u>	:	Has the meaning ascribed to it in Paragraph 2.1(c) of the Letter to FCOT Unitholders
<u>“Unit Registrar”</u>	:	Boardroom Corporate & Advisory Services Pte. Ltd., with its registered office at 50 Raffles Place, #32-01, Singapore Land Tower, Singapore 048623, the unit registrar of FCOT
<u>“Vendor”</u>	:	Has the meaning ascribed to it in Paragraph 2.5 of the Letter to FCOT Unitholders
<u>“VWAP”</u>	:	Volume Weighted Average Price
<u>“WALE”</u>	:	Has the meaning ascribed to it in Paragraph 2.4(b)(iii) of the Letter to FCOT Unitholders

The terms **“acting in concert”** and **“concert parties”** shall have the meanings ascribed to them in the Code.

DEFINITIONS

The terms “**depositor**” and “**Depository Register**” shall have the meanings ascribed to them respectively in Section 81SF of the SFA.

The terms “**subsidiary**” and “**related corporation**” shall have the meanings ascribed to them in Sections 5 and 6 of the Companies Act.

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

Any reference to any enactment is a reference to that enactment as for the time being amended or re-enacted. Any word defined under the Companies Act, the SFA, the Listing Manual or the Code or any modification thereof and used in this Scheme Document shall, where applicable, have the same meaning assigned to it under the Companies Act, the SFA, the Listing Manual or the Code or any modification thereof, as the case may be, unless otherwise provided.

Any reference to any document or agreement shall include a reference to such document or agreement as amended, modified, supplemented and/or varied from time to time.

Any reference to a time of day and date in this Scheme Document shall be a reference to Singapore time of day and date respectively, unless otherwise specified.

Any discrepancies in figures included in this Scheme Document between the listed amounts shown and the totals thereof and/or the respective percentages are due to rounding. Accordingly, figures shown as totals in this Scheme Document may not be an arithmetic aggregation of the figures that precede them.

In this Scheme Document, the total number of FCOT Units as at the Latest Practicable Date is 916,622,020. Unless stated otherwise, all references to percentage unitholding in the capital of FCOT in this Scheme Document are based on 916,622,020 FCOT Units as at the Latest Practicable Date.

CAUTIONARY NOTES

Forward-Looking Statements. All statements other than statements of historical facts included in this Scheme Document 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 FLT Manager’s or the FCOT 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, the FCOT Unitholders and investors of FLT and FCOT should not place undue reliance on such forward-looking statements, and none of the FLT Manager, the FLT Trustee, the FCOT Manager, the FCOT Trustee, the FLT Financial Adviser and the FCOT Financial Adviser undertakes any obligation to update publicly or revise any forward-looking statements.

No representation, warranty or covenant, express or implied, is made by the FCOT Manager, the FCOT Trustee or the FCOT Financial Adviser or any of their respective affiliates, directors, officers, employees, agents, representatives or advisers as to the accuracy or completeness of the information relating to the *pro forma* distribution per FCOT Unit and *pro forma* NAV per FCOT Unit contained in this Scheme Document and nothing contained in this Scheme Document is or should be relied upon as a promise, representation or covenant by any of the aforementioned persons.

EXPECTED TIMETABLE

EXTRAORDINARY GENERAL MEETING

Last date and time for lodgement of Proxy Form (EGM)	:	8 March 2020, 2.30 p.m. ⁽¹⁾⁽²⁾
Date and time of Extraordinary General Meeting	:	11 March 2020, 2.30 p.m.
Place of Extraordinary General Meeting	:	Level 3, Summit 2, Suntec Singapore Convention & Exhibition Centre, 1 Raffles Boulevard, Suntec City, Singapore 039593

TRUST SCHEME MEETING⁽³⁾

Last date and time for lodgement of Proxy Form (Trust Scheme Meeting)	:	8 March 2020, 3.30 p.m. ⁽¹⁾⁽²⁾
Date and time of Trust Scheme Meeting	:	11 March 2020, 3.30 p.m. (or as soon thereafter following the conclusion or adjournment of the Extraordinary General Meeting to be held, whichever is later)
Place of Trust Scheme Meeting	:	Level 3, Summit 2, Suntec Singapore Convention & Exhibition Centre, 1 Raffles Boulevard, Suntec City, Singapore 039593
Expected date of Court hearing of the application to sanction the Trust Scheme	:	25 March 2020 ⁽⁴⁾
Expected last day of trading of the FCOT Units	:	31 March 2020
Expected Books Closure Date	:	2 April 2020 at 5.00 p.m.
Expected Relevant Date	:	2 April 2020
Expected Effective Date	:	3 April 2020 ⁽⁵⁾
Expected date for the payment of the Cash Consideration and the allotment and issuance of the Consideration Units	:	15 April 2020
Expected date for the delisting of FCOT	:	20 April 2020

You should note that save for the last date and time for the lodgement of the Proxy Form (EGM) and the Proxy Form (Trust Scheme Meeting) and the date, time and place of each of the Extraordinary General Meeting and the Trust Scheme Meeting, the above timetable is indicative only and may be subject to change. For the events listed above which are described as “expected”, please refer to future announcement(s) by FCOT for the exact dates of these events.

Notes:

- (1) FCOT Unitholders must lodge both the Proxy Form (EGM) and the Proxy Form (Trust Scheme Meeting) in accordance with the respective instructions contained therein not less than 72 hours before the time appointed for the Extraordinary General Meeting and the Trust Scheme Meeting (as applicable).
- (2) The Proxy Form (EGM) and the Proxy Form (Trust Scheme Meeting) and the power of attorney or other authority (if any) under which it is signed or a notarially certified copy of such power or authority shall be deposited with the Unit Registrar, Boardroom Corporate & Advisory Services Pte. Ltd., at 50 Raffles Place, #32-01, Singapore Land Tower, Singapore 048623. The submission of the Proxy Form (EGM) and/or the Proxy Form (Trust Scheme Meeting) will not preclude a FCOT Unitholder from attending, speaking and voting in person at the Extraordinary General

EXPECTED TIMETABLE

Meeting and/or the Trust Scheme Meeting (as the case may be) if he/she/they find(s) that he/she/they is/are able to do so. Any appointment of a proxy/the proxies shall be deemed to be revoked if a FCOT Unitholder attends the Extraordinary General Meeting and/or the Trust Scheme Meeting (as the case may be) in person, and in such event, the FCOT Manager reserves the right to refuse to admit any person appointed under the Proxy Form (EGM) and the Proxy Form (Trust Scheme Meeting) to the Extraordinary General Meeting and Trust Scheme Meeting respectively.

- (3) The Trust Scheme Meeting will only be convened if the FCOT Trust Deed Amendments Resolution is passed by way of an Extraordinary Resolution at the Extraordinary General Meeting.
- (4) The date of the Court hearing of the application to sanction the Trust Scheme will depend on the date that is allocated by the Court.
- (5) If each of the Scheme Conditions is satisfied or, as the case may be, has been waived in accordance with the Implementation Agreement, the Trust Scheme will come into effect within 25 Business Days from the date that the last of the Scheme Conditions set out in Paragraphs 2.10(a)(i) (*Amendments to FCOT Trust Deed*), (ii) (*Trust Scheme*), (iii) (*Court Approval for the Trust Scheme*), (iv) (*Regulatory Approvals*), (v) (*Approval from FLT Unitholders*), (vi) (*Authorisations and Consents*) and (xi) (*Third Parties*) of the Letter to the FCOT Unitholders has been satisfied or waived.

CORPORATE INFORMATION

FCOT MANAGER	:	Frasers Commercial Asset Management Ltd.
FCOT DIRECTORS	:	Mr. Bobby Chin Yoke Choong (Chairman, Independent and Non-Executive Director) Mr. Chang Tou Chen (Independent and Non-Executive Director) Ms. Soh Onn Cheng Margaret Jane (Independent and Non-Executive Director) Mr. Chia Khong Shoong (Non-Executive Director) Mr. Low Chee Wah (Non-Executive Director) Mr. Christopher Tang Kok Kai (Non-Executive Director)
COMPANY SECRETARY	:	Ms. Catherine Yeo
REGISTERED OFFICE OF THE FCOT MANAGER	:	438 Alexandra Road #21-00 Alexandra Point Singapore 119958
FCOT TRUSTEE	:	British and Malayan Trustees Limited, in its capacity as trustee of Frasers Commercial Trust 1 Coleman Street #08-01 The Adelphi Singapore 179803
UNIT REGISTRAR AND UNIT TRANSFER OFFICE	:	Boardroom Corporate & Advisory Services Pte. Ltd. 50 Raffles Place #32-01 Singapore Land Tower Singapore 048623
LEGAL ADVISER TO THE FCOT MANAGER	:	WongPartnership LLP 12 Marina Boulevard, Level 28 Marina Bay Financial Centre Tower 3 Singapore 018982
LEGAL ADVISER TO THE FCOT TRUSTEE	:	Shook Lin & Bok LLP 1 Robinson Road #18-00 AIA Tower Singapore 048542
FINANCIAL ADVISER TO THE FCOT MANAGER	:	DBS Bank Ltd. 12 Marina Boulevard, Level 46 DBS Asia Central @ Marina Bay Financial Centre Tower 3 Singapore 018982

CORPORATE INFORMATION

INDEPENDENT FINANCIAL ADVISER TO THE FCOT INDEPENDENT DIRECTORS AND THE FCOT TRUSTEE : Evercore Asia (Singapore) Pte. Ltd.
12 Marina Boulevard #33-01
Marina Bay Financial Centre Tower 3
Singapore 018982

FCOT AUDITORS : KPMG LLP
16 Raffles Quay #22-00
Hong Leong Building
Singapore 048581

FCOT INDEPENDENT AUDITORS : Ernst & Young LLP
One Raffles Quay
North Tower, Level 18
Singapore 048583

LETTER TO FCOT UNITHOLDERS

FRASERS COMMERCIAL TRUST

(a real estate investment trust constituted on 12 September 2005 under the laws of the Republic of Singapore)

managed by

Fraser's Commercial Asset Management Ltd.

Directors of the FCOT Manager

Mr. Bobby Chin Yoke Choong (Chairman, Independent and Non-Executive Director)

Mr. Chang Tou Chen (Independent and Non-Executive Director)

Ms. Soh Onn Cheng Margaret Jane (Independent and Non-Executive Director)

Mr. Chia Khong Shoong (Non-Executive Director)

Mr. Low Chee Wah (Non-Executive Director)

Mr. Christopher Tang Kok Kai (Non-Executive Director)

Registered Office:

438 Alexandra Road,
#21-00 Alexandra Point,
Singapore 119958

14 February 2020

To: The FCOT Unitholders

Dear Sir/Madam

(1) THE PROPOSED FCOT TRUST DEED AMENDMENTS; AND

(2) THE PROPOSED MERGER OF FRASERS LOGISTICS & INDUSTRIAL TRUST AND FRASERS COMMERCIAL TRUST BY WAY OF A TRUST SCHEME OF ARRANGEMENT

1. INTRODUCTION

1.1 Joint Announcement of the Merger and the Trust Scheme

On 2 December 2019, the respective boards of directors of the FCOT Manager and the FLT Manager jointly announced the Merger, which shall be effected through the acquisition by the FLT Trustee of all the FCOT Units held by the FCOT Unitholders by way of a trust scheme of arrangement in compliance with the Code.

A copy of the Joint Announcement is available on the SGX-ST website at www.sgx.com.

LETTER TO FCOT UNITHOLDERS

1.2 Proposed FCOT Trust Deed Amendments

In connection with the implementation of the Trust Scheme, it was also announced that the FCOT Manager proposes to amend the FCOT Trust Deed to include the FCOT Trust Deed Amendments to facilitate the implementation of the Trust Scheme.

1.3 Summary of Approvals Sought

(a) FCOT Trust Deed Amendments Resolution

The FCOT Manager is convening the Extraordinary General Meeting to seek approval for the FCOT Trust Deed Amendments Resolution to effect the FCOT Trust Deed Amendments to facilitate the implementation of the Trust Scheme.

Please refer to Paragraph 3 of this Letter to FCOT Unitholders and Appendix D to this Scheme Document for further details on the FCOT Trust Deed Amendments.

(b) Trust Scheme Resolution

In addition, the FCOT Manager is convening the Trust Scheme Meeting to seek the approval of a majority in number of the FCOT Unitholders representing at least three-fourths in value of the FCOT Units held by the FCOT Unitholders present and voting either in person or by proxy at the Trust Scheme Meeting.

The Trust Scheme Resolution is contingent upon the approval of the FCOT Trust Deed Amendments Resolution at the Extraordinary General Meeting. In the event that the FCOT Trust Deed Amendments Resolution is not passed at the Extraordinary General Meeting, the FCOT Manager will not proceed with the convening of the Trust Scheme Meeting. This means that the Trust Scheme cannot be implemented by the FCOT Manager and the FLT Manager unless both the FCOT Trust Deed Amendments Resolution and the Trust Scheme Resolution are passed at the Extraordinary General Meeting and the Trust Scheme Meeting respectively.

In addition, the Trust 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.

1.4 Purpose

The purpose of this Scheme Document is to set out information pertaining to the FCOT Trust Deed Amendments and the Trust Scheme, to seek approval from the FCOT Unitholders for the FCOT Trust Deed Amendments and the Trust Scheme, and to give the FCOT Unitholders notices of both the Extraordinary General Meeting and the Trust Scheme Meeting.

LETTER TO FCOT UNITHOLDERS

2. THE MERGER AND THE TRUST SCHEME

2.1 The Merger and the Trust Scheme

(a) Terms of the Trust Scheme

- (i) The Trust Scheme: The Trust Scheme is proposed to be effected in accordance with the Code and the FCOT Trust Deed, subject to the terms and conditions of the Implementation Agreement.

Under the Trust Scheme:

- (A) upon the Trust Scheme becoming effective and binding in accordance with its terms, all the FCOT Units will be transferred to the FLT Trustee fully paid, free from all Encumbrances, and together with all rights, benefits and entitlements attaching thereto as at the Joint Announcement Date and thereafter attaching thereto, including the right to receive and retain all rights and other distributions (if any) declared by FCOT on or after the Joint Announcement Date, except for the FCOT Permitted Distributions; and
- (B) in consideration for such transfer of the FCOT Units, the FLT Trustee and the FLT Manager agree to pay or procure the payment of the Cash Consideration and allot and issue or procure the allotment and issuance (as the case may be), by the FLT Manager of the Consideration Units to each FCOT Unitholder, in accordance with the terms and conditions of the Implementation Agreement.

For the avoidance of doubt, the Parties shall be entitled to announce, declare, make or pay the FCOT Permitted Distributions and the FLT Permitted Distributions (as the case may be) without any adjustment to the Scheme Consideration. The FCOT Unitholders shall have the right to receive and retain the FCOT Permitted Distributions (if any) in addition to the Scheme Consideration.

- (ii) Scheme Consideration: In consideration of the transfer of the FCOT Units referred to in Paragraph 2.1(a)(i), each of the FLT Trustee and the FLT Manager agrees, subject to the Trust Scheme becoming effective in accordance with its terms, to pay or procure the payment of **S\$1.680** (the "**Scheme Consideration**") for each FCOT Unit held by the FCOT Unitholders as at 5.00 p.m. on the Books Closure Date, which shall be satisfied by:
- (A) firstly, the payment by the FLT Trustee of a sum of S\$0.151 in cash (the "**Cash Consideration**"); and
- (B) secondly, the allotment and issuance (or the procurement of such allotment and issuance) by the FLT Manager of 1.233 new FLT Units at an issue price of S\$1.240¹ per FLT Unit (the "**Consideration Units**"), such Consideration Units to be credited as fully paid,

¹ The issue price of S\$1.240 per FLT Unit is equal to the 1-month VWAP of S\$1.240 per FLT Unit. The 1-month VWAP is with reference to the period from 25 October 2019 to 27 November 2019 taking into consideration the public holiday falling on 28 October 2019.

LETTER TO FCOT UNITHOLDERS

in accordance with the terms and conditions of the Implementation Agreement. The Scheme Consideration implies a gross exchange ratio of 1.355x, which is based on the Scheme Consideration of S\$1.680 per FCOT Unit divided by the issue price of S\$1.240 per FLT Unit.

The Scheme Consideration was determined based on commercial negotiations between the FLT Manager and the FCOT Manager. Factors taken into account in arriving at the Scheme Consideration included (without limitation): (1) the implied value of the Scheme Consideration relative to the historical trading prices and NAV of FLT and FCOT; and (2) the DPU accretion to the FCOT Unitholders on a pro forma basis.

The aggregate Cash Consideration to be paid to each FCOT Unitholder shall be rounded to the nearest S\$0.01. The number of Consideration Units which each FCOT Unitholder will be entitled to pursuant to the Trust Scheme, based on the FCOT Units held by such FCOT Unitholder as at the Books Closure Date, will be rounded down to the nearest whole number, and fractional entitlements shall be disregarded in the calculation of the aggregate Consideration Units to be issued to any FCOT Unitholder pursuant to the Trust Scheme.

By way of illustration, if the Trust Scheme becomes effective in accordance with its terms, a FCOT Unitholder will receive S\$151.00 in cash and 1,233 Consideration Units for every 1,000 FCOT Units held by it as at the Books Closure Date.

(b) Permitted Distributions

Subject to the terms and conditions of the Implementation Agreement, the FCOT Manager and the FLT Manager are each permitted to announce, declare, make or pay distributions in cash to the FCOT Unitholders and the FLT Unitholders (as the case may be) only if such distributions are announced, declared, paid or made by the FCOT Manager or the FLT Manager (as the case may be), in the ordinary course of business and the usual quantum² in respect of the period from 1 October 2019 up to the day immediately before the Effective Date, including any clean-up distribution in respect of the period from the day immediately following (i) the latest completed financial quarter of FCOT or (ii) the latest completed financial half year of FLT (as the case may be) preceding the Effective Date, up to the day immediately before the Effective Date (respectively, the FCOT Permitted Distributions and FLT Permitted Distributions).

As mentioned above, the FCOT Unitholders as at the Books Closure Date shall have the right to receive and retain the FCOT Permitted Distributions (if any) in addition to the Scheme Consideration.

² As disclosed in FLT's annual report for FY2019, FLT's distribution policy is to distribute at least 90% of its distributable income and such distributions are paid on a semi-annual basis. As disclosed in FCOT's annual report for FY2019, FCOT's distribution policy is to distribute at least 90% of its taxable income (other than gains from the sale of real estate properties that are typically determined by the Inland Revenue Authority of Singapore to be trading gains) and tax-exempt income, and such distributions are typically paid on a quarterly basis.

LETTER TO FCOT UNITHOLDERS

(c) Consideration Units

The Consideration Units shall:

- (i) when issued, be duly authorised, validly issued and fully paid-up and shall rank *pari passu* in all respects with the existing FLT Units as at the date of their issuance;
- (ii) be issued no later than seven (7) Business Days from the Effective Date; and
- (iii) be issued free from all and any restrictions on transfers and other Encumbrances (subject to the limitations on ownership of FLT Units as set out in the FLT Trust Deed) and no person has or shall have any rights of pre-emption over the Consideration Units.

FCOT Unitholders should also note that there is a unit ownership limit (the “**Unit Ownership Limit**”) under the FLT Trust Deed, being 9.9% or such other applicable limits on unitholdings under the Australian Taxation Administration Act 1953 (Cth), the Income Tax Assessment Act 1936 (Cth), the Income Tax Assessment Act 1997 (Cth) and regulations thereunder, as applicable (collectively, the “**Australian Taxation Act**”) which would be necessary for the qualification of a FLT Group Entity incorporated or otherwise constituted in Australia, as a managed investment trust as defined under the Australian Taxation Act. In the event an FLT Unitholder holds FLT Units in excess of the Unit Ownership Limit, the number of FLT Units that are in excess of the Unit Ownership Limit shall be automatically forfeited in accordance with the terms of the FLT Trust Deed. Further information on the Unit Ownership Limit is set out in Paragraph 2.2 of Schedule A to the Offeror’s Letter as set out in Appendix B to this Scheme Document.

For the avoidance of doubt:

- (A) the Consideration Units will be issued with all rights, benefits and entitlements attaching thereto as at the date of their issuance (not as at the Joint Announcement Date, the Latest Practicable Date or any other date) and thereafter attaching thereto, including the right to receive and retain all rights and other distributions (if any) declared or to be declared by the FLT Manager on or after the date of their issuance (and not on or after the Joint Announcement Date, the Latest Practicable Date or any other date);
- (B) the Consideration Units will not be entitled to the FLT Permitted Distributions; and
- (C) the Parties shall be entitled to announce, declare, make or pay the FLT Permitted Distributions and the FCOT Permitted Distributions (as the case may be) without any adjustment to the Scheme Consideration. The FCOT Unitholders shall have the right to receive and retain the FCOT Permitted Distributions (if any) in addition to the Scheme Consideration.

LETTER TO FCOT UNITHOLDERS

2.2 Information on FCOT and the FCOT Manager

(a) FCOT

FCOT was listed on the Main Board of the SGX-ST on 30 March 2006. It is a Singapore REIT constituted by a trust deed dated 12 September 2005 made between the FCOT Trustee and the FCOT Manager (as amended and supplemented from time to time) (the “**FCOT Trust Deed**”) and established with the principal investment strategy of investing, directly or indirectly, in a diversified portfolio of real estate assets located in the Asia-Pacific region and Europe including the United Kingdom used for commercial purposes (comprising primarily office, business space and/or business park purposes). As at the Latest Practicable Date, FCOT’s international portfolio comprises six (6) properties across Singapore, Australia and the United Kingdom.

FCOT’s portfolio currently comprises:

- (i) China Square Central³, located at 18, 20 & 22 Cross Street and four (4) retail units at 181 South Bridge Road, Singapore 048423/2/1 and 058743;
- (ii) Alexandra Technopark, located at 438A/B/C, Alexandra Road, Singapore 119967/68/76;
- (iii) 357 Collins Street, located at 357 Collins Street, Melbourne, Victoria 3000, Australia;
- (iv) Caroline Chisholm Centre, located in Block 4 Section 13, Tuggeranong, ACT 2900, Australia;
- (v) Central Park⁴ located at 152-158 St Georges Terrace, Perth, WA 6000, Australia; and
- (vi) Farnborough Business Park⁵ located at Farnborough, Hampshire GU14 7JP, United Kingdom.

³ 18, 20 & 22 Cross Street had been renamed “Cross Street Exchange” with effect from 1 January 2020.

⁴ FCOT holds a 50% indirect interest in Central Park.

⁵ FCOT presently holds a 50% indirect interest in Farnborough Business Park.

LETTER TO FCOT UNITHOLDERS

Based on the FCOT FY2019 Financial Statements, certain key financial information with respect to the FCOT Group is set out as follows:

FCOT Group (as at 30 September 2019)	S\$ million
Net assets	1,481.5
Net tangible assets	1,481.5
Total return before tax (FY2019)	160.0
Aggregate valuation of portfolio⁶	2,226.9
(a) China Square Central	648.0
(b) Alexandra Technopark	606.0
(c) 357 Collins Street	305.3
(d) Caroline Chisholm Centre	228.0
(e) Central Park (50.0% interest)	289.0
(f) Farnborough Business Park (50.0% interest)	150.6

As at the Latest Practicable Date, FCOT has 916,622,020 FCOT Units in issue. As set out in Paragraph 5.5 of Appendix C, the Sponsor has a deemed interest in 238,277,989 FCOT Units held by Frasers Centrepoint Property Management (Commercial) Pte. Ltd., the FCOT Manager and Frasers Property Commercial Trust Holdings Pte. Ltd..

(b) The FCOT Manager

FCOT is managed by the FCOT Manager, a wholly-owned subsidiary of the Sponsor. Incorporated on 15 March 2005 in Singapore, the FCOT Manager currently holds a CMS Licence for REIT management pursuant to the SFA.

The board of directors of the FCOT Manager comprises:

- (i) Mr. Bobby Chin Yoke Choong (Chairman, Independent and Non-Executive Director);
- (ii) Mr. Chang Tou Chen (Independent and Non-Executive Director);
- (iii) Ms. Soh Onn Cheng Margaret Jane (Independent and Non-Executive Director);
- (iv) Mr. Chia Khong Shoong (Non-Executive Director);
- (v) Mr. Low Chee Wah (Non-Executive Director); and
- (vi) Mr. Christopher Tang Kok Kai (Non-Executive Director).

⁶ The valuations were commissioned by the FCOT Manager and carried out by the following independent property valuers as at 30 September 2019:

- (a) Jones Lang LaSalle Property Consultants Pte Ltd, in respect of China Square Central;
- (b) Savills Valuation and Professional Services (S) Pte Ltd, in respect of Alexandra Technopark;
- (c) Jones Lang LaSalle Advisory Services Pty Ltd, in respect of 357 Collins Street;
- (d) Colliers International Valuation & Advisory Services (ACT) Pty Limited, in respect of Caroline Chisholm Centre;
- (e) Colliers International (WA) Pty Ltd, in respect of Central Park; and
- (f) CBRE Limited, in respect of Farnborough Business Park,

based on valuation techniques including the income capitalisation method, discounted cash flow analysis and direct comparison method.

LETTER TO FCOT UNITHOLDERS

2.3 Information on FLT and the FLT Manager

(a) FLT

As stated in Paragraph 2 of the Offeror's Letter as set out in Appendix B to this Scheme Document, FLT was listed on the Main Board of the SGX-ST on 20 June 2016.

FLT is a Singapore REIT constituted by a trust deed dated 30 November 2015 made between the FLT Trustee and the FLT Manager (as amended and supplemented from time to time) (the "**FLT Trust Deed**") and established with the investment objective of investing globally in a diversified portfolio of income-producing real estate assets which are predominantly used for logistics or industrial purposes (which include office components ancillary to the foregoing purposes). As at the Latest Practicable Date, FLT's portfolio comprises 93 properties⁷ located across Australia, Germany and the Netherlands as follows:

- (i) 62 properties across five (5) states in Australia;
- (ii) 26 properties in Germany; and
- (iii) five (5) properties in the Netherlands.

Based on the FLT FY2019 Financial Statements, certain key financial information with respect to the FLT Group is set out as follows:

FLT Group (as at 30 September 2019)	A\$ million (S\$ million equivalent)⁸
Net assets attributable to FLT Unitholders	A\$2,313.8 (approximately S\$2,153.5)
Net tangible assets attributable to FLT Unitholders	A\$2,313.8 (approximately S\$2,153.5)
Total return before tax (FY2019)	A\$272.4 (approximately S\$253.5)
Aggregate valuation of portfolio ⁹	A\$3,554.1 (approximately S\$3,307.8)

As at the Latest Practicable Date, FLT has 2,258,877,908 FLT Units in issue. As set out in Paragraph 2.1 of Schedule H to the Offeror's Letter as set out in Appendix B to this Scheme Document, the Sponsor has a deemed interest in 441,377,408 FLT Units collectively held by Frasers Logistics & Industrial Asset Management Pte. Ltd. and Frasers Property Industrial Trust Holdings Pte. Ltd.

⁷ Unless otherwise stated, all references to FLT's portfolio in this Scheme Document are as at 31 December 2019, save that it excludes 610 Heatherton Road, Clayton South, Victoria, Australia which was fully divested in January 2020.

⁸ Based on the exchange rate as at 30 September 2019 of A\$1 : S\$0.9307.

⁹ Excludes 610 Heatherton Road, Clayton South, Victoria, Australia which was fully divested in January 2020.

LETTER TO FCOT UNITHOLDERS

(b) The FLT Manager

As stated in Paragraph 2.3 of the Offeror's Letter as set out in Appendix B to this Scheme Document, FLT is managed by the FLT Manager, a wholly-owned subsidiary of the Sponsor, the sponsor of FLT. Incorporated on 7 July 2015, the FLT Manager currently holds a CMS Licence for REIT management pursuant to the SFA.

The board of directors of the FLT Manager comprises the following:

- (i) Mr. Ho Hon Cheong (Chairman, Independent and Non-Executive Director);
- (ii) Mr. Goh Yong Chian (Independent and Non-Executive Director);
- (iii) Mr. Paul Gilbert Say (Independent and Non-Executive Director);
- (iv) Mr. Panote Sirivadhanabhakdi (Non-Executive Director);
- (v) Mr. Chia Khong Shoong (Non-Executive Director); and
- (vi) Mr. Rodney Vaughan Fehring (Non-Executive Director).

2.4 Rationale for the Merger

As stated in Paragraph 4 of the Offeror's Letter as set out in Appendix B to this Scheme Document, the rationale for the Merger is as follows:

(a) Premium to Historical Trading Prices and DPU Accretive to FCOT Unitholders on a Pro Forma Basis

The Scheme Consideration represents premia of approximately:

- (i) 0.6%, 3.5% and 8.2% over FCOT's Last Traded Price¹⁰, 1-month and 12-month VWAP¹¹ of S\$1.670, S\$1.623 and S\$1.553 per FCOT Unit respectively (as detailed in the diagram below); and
- (ii) 3.1% over the net asset value per FCOT Unit of S\$1.629 as at 30 September 2019 ("NAV per FCOT Unit")¹².

¹⁰ The last traded price per FCOT Unit on the Last Trading Date (the "**Last Traded Price**").

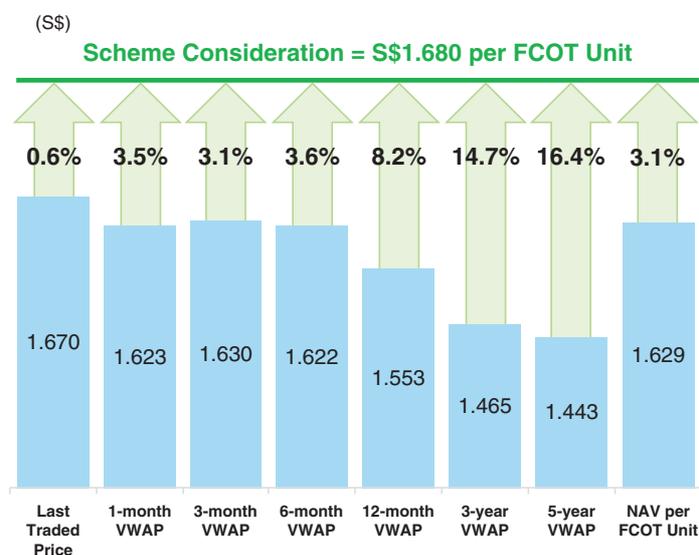
¹¹ VWAPs are with reference to the relevant period up to and including the Last Trading Date, except for the 1-month VWAP. The 1-month VWAP is with reference to the period from 25 October 2019 to 27 November 2019 taking into consideration the public holiday falling on 28 October 2019.

¹² Assuming that the Merger and the Proposed Asset Acquisition had been completed on 30 September 2019, the pro forma NAV per FCOT Unit would be S\$1.413. Please refer to Paragraph 1(b) of Schedule I to the Offeror's Letter at Appendix B to this Scheme Document as well as the table below for additional details on the computation of the pro forma NAV attributable to the holder of one FCOT Unit (as a unitholder of the Enlarged REIT) post-Merger and Proposed Asset Acquisition. The pro forma NAV per FCOT Unit is computed based on the Enlarged REIT's FY2019 pro forma NAV per unit multiplied by the exchange ratio of 1.355x assuming that the Cash Consideration is reinvested in FLT Units at the issue price of S\$1.240 and the addition of the NAV of the Target Property.

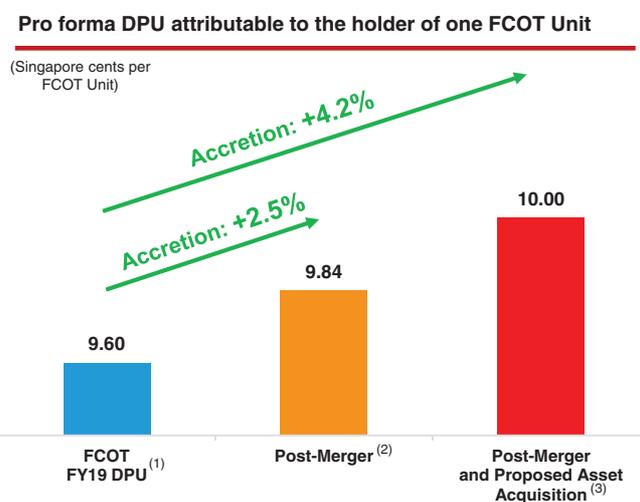
Pro forma NAV attributable to the holder of one FCOT Unit (as a unitholder of the Enlarged REIT) – Post-Merger and Proposed Asset Acquisition	
Enlarged REIT's pro forma NAV per Unit	S\$1.043
1. Number of FLT Units that would be received per FCOT Unit	1.233
2. Number of FLT Units that would have been purchased assuming that the Cash Consideration is reinvested in FLT Units at the issue price of S\$1.240 per FLT Unit	0.122
Total number of FLT Units that would have been received/purchased per FCOT Unit	1.355
Enlarged REIT's pro forma NAV per Unit	S\$1.043
Total number of FLT Units that would have been received/purchased per FCOT Unit	1.355
Pro forma NAV attributable to the holder of one FCOT Unit (as a unitholder of the Enlarged REIT)	S\$1.413

LETTER TO FCOT UNITHOLDERS

The FCOT Unitholders shall have the right to receive and retain the FCOT Permitted Distributions (if any), in addition to the Scheme Consideration.



Assuming that the Merger and the Proposed Asset Acquisition had been completed on 1 October 2018, the distribution per unit (“**DPU**”) for the financial year ended 30 September 2019 would have increased from 9.60 Singapore cents to 10.00 Singapore cents, translating to a DPU accretion of 4.2% for FCOT Unitholders on a pro forma basis.



Notes:

(1) Distribution per FCOT Unit for the financial year ended 30 September 2019 (“**FCOT FY19 DPU**”).

LETTER TO FCOT UNITHOLDERS

- (2) **Calculations computed for illustrative purposes only and are not forward-looking projections.** Please refer to Paragraph 1(a) of Schedule I to the Offeror's Letter at Appendix B to this Scheme Document as well as the table set out below for additional details on the computation of the pro forma DPU attributable to the holder of one FCOT Unit (as a unitholder of the Enlarged REIT) post-Merger.

DPU attributable to the holder of one FCOT Unit (as a unitholder of the Enlarged REIT) – Post-Merger	
1. Number of FLT Units that would be received per FCOT Unit	1.233
2. Number of FLT Units that would have been purchased assuming that the Cash Consideration is reinvested in FLT Units at the issue price of S\$1.240 per FLT Unit	0.122
Total number of FLT Units that would have been received/purchased by the holder of one FCOT Unit	1.355
Enlarged REIT's pro forma DPU – Post-Merger	7.26 Singapore cents
Total number of FLT Units that would have been received/purchased by the holder of one FCOT Unit	1.355
Pro forma DPU attributable to the holder of one FCOT Unit (as a unitholder of the Enlarged REIT) – Post-Merger	9.84 Singapore cents

- (3) **Calculations computed for illustrative purposes only and are not forward-looking projections.** Please refer to Paragraph 1(a) of Schedule I to the Offeror's Letter at Appendix B to this Scheme Document as well as the table set out below for additional details on the computation of the pro forma DPU attributable to the holder of one FCOT Unit (as a unitholder of the Enlarged REIT) post-Merger and Proposed Asset Acquisition.

DPU attributable to the holder of one FCOT Unit (as a unitholder of the Enlarged REIT) – Post-Merger and Proposed Asset Acquisition	
1. Number of FLT Units that would be received per FCOT Unit	1.233
2. Number of FLT Units that would have been purchased assuming that the Cash Consideration is reinvested in FLT Units at the issue price of S\$1.240 per FLT Unit	0.122
Total number of FLT Units that would have been received/purchased by the holder of one FCOT Unit	1.355
Enlarged REIT's pro forma DPU – Post-Merger and Proposed Asset Acquisition	7.38 Singapore cents
Total number of FLT Units that would have been received/purchased by the holder of one FCOT Unit	1.355
Pro forma DPU attributable to the holder of one FCOT Unit (as a unitholder of the Enlarged REIT) – Post-Merger and Proposed Asset Acquisition	10.00 Singapore cents

LETTER TO FCOT UNITHOLDERS

(b) Flagship Portfolio of Commercial and Industrial Assets

(i) **Broadened investment mandate and greater flexibility to actively manage portfolio across geographies and asset classes**

The Enlarged REIT will have a broadened investment mandate to invest in a wider spectrum of asset classes across logistics, industrial, office, business park and commercial properties. The Enlarged REIT platform will manage approximately 2.6 million square metres of space with 326 tenants in 99 properties spread across five (5) countries.

Greater Flexibility to Actively Manage Portfolio across Geographies and Asset Classes

Broadened Investment Mandate:
Comprising CBD Commercial, Office and Business Parks, Logistics and Industrial

Full Spectrum of Commercial and Industrial Solutions:
Ability to meet end-to-end requirements of tenants



CBD Commercial



Office and Business Parks



Logistics



Industrial

Australia	#	Asset Value ⁽¹⁾
CBD Commercial	2	S\$2,826 mil (48.2%)
Office and Business Parks	1	
Logistics & Industrial	62	
Singapore	#	Asset Value ⁽¹⁾
CBD Commercial	1	S\$1,257 mil (21.5%)
Office and Business Parks	1	
Germany	#	Asset Value ⁽¹⁾
Logistics & Industrial	26	S\$1,189 mil (20.3%)
United Kingdom	#	Asset Value ⁽²⁾
Office and Business Parks	1	S\$323 mil (5.5%)
The Netherlands	#	Asset Value ⁽¹⁾
Logistics & Industrial	5	S\$264 mil (4.5%)

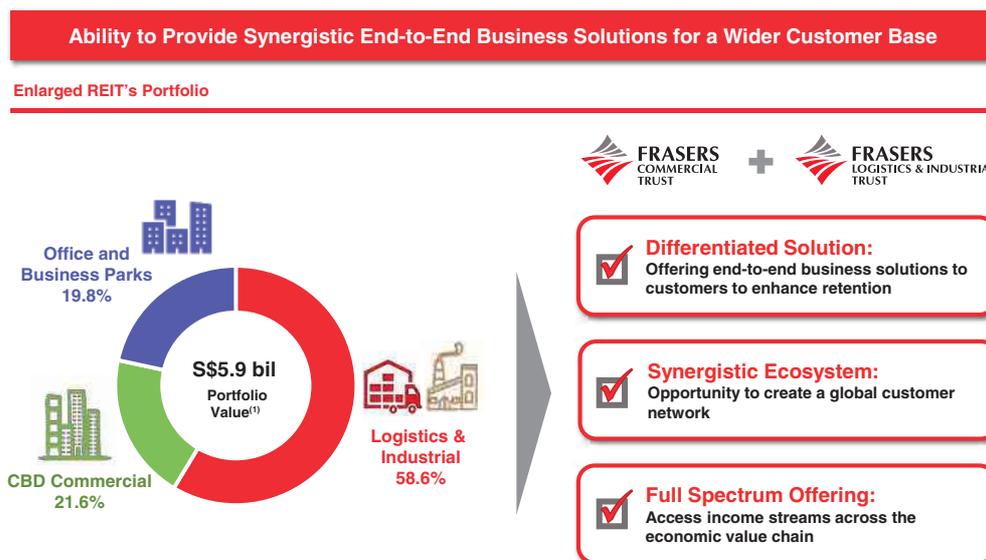
Notes:

- (1) Based on book value of each property as at 31 December 2019 at an exchange rate of A\$1:S\$0.9443 and €1:S\$1.5035.
- (2) The value for 100% interest in the Target Property is based on the Agreed Property Value (as defined in the FLT Circular) at an exchange rate of £1:S\$1.7841.

LETTER TO FCOT UNITHOLDERS

(ii) Ability to Provide Synergistic End-to-End Business Solutions for a Wider Customer Base

The Enlarged REIT will be able to provide a diversified spectrum of logistics, industrial, office, business park and commercial real estate solutions, with a wide suite of product offerings catering to the end-to-end needs of a wider customer base. The Enlarged REIT will be able to create an entrenched network of tenants across its ecosystem and access income streams across the economic value chain.



Note:

(1) Based on book value of the Enlarged REIT as at 31 December 2019. Includes 100% interest in the Target Property, which is based on the Agreed Property Value at an exchange rate of £1: S\$1.7841.

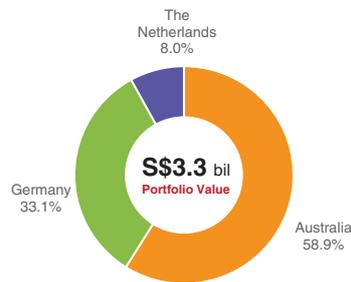
(iii) Exposure to Attractive Logistics and Industrial Sectors

FLT's predominantly freehold portfolio is concentrated in major logistics and industrial hubs in Australia, Germany and the Netherlands, which enjoy attractive demand and supply dynamics. With a total GLA of approximately 2.3 million square metres across 93 logistics and industrial properties, FLT has a young portfolio averaging 7.7 years in age with a weighted average lease expiry ("**WALE**") of 6.2 years as at 31 December 2019.

FLT has also been awarded the highest-rated industrial Green Star performance rated portfolio in Australia and the Global Sector Leader 2019 (Industrial) by the Global Real Estate Sustainability Benchmark for its efforts in environmental sustainability.

LETTER TO FCOT UNITHOLDERS

FLT's Portfolio Valuation by Geography

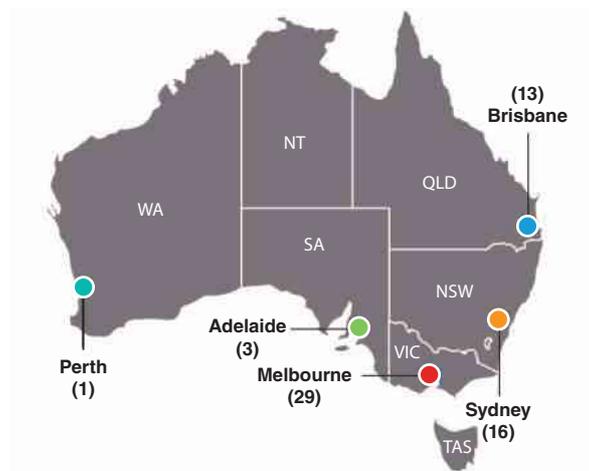


Note: As at 30 September 2019. Excludes 610 Heatherton Road, Clayton South, Victoria, Australia which was fully divested in January 2020.

Australia

The majority of FLT's Australian properties are strategically located within the prime industrial precincts and major demographic centres along the eastern seaboard of Australia, which benefits from favourable demand drivers including growth of e-commerce, urban renewal and transport infrastructure investment.

FLT's Properties in Australia



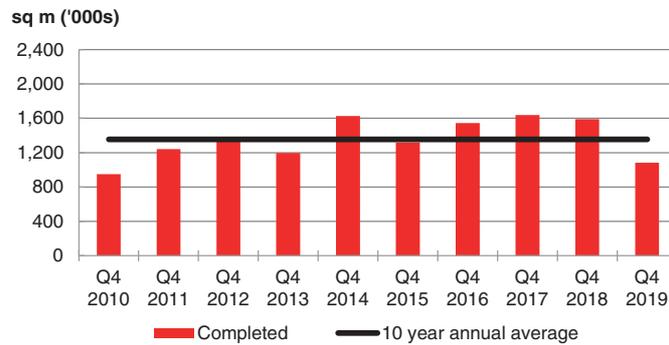
Note: As at 31 December 2019.

The Australian economy registered positive GDP growth of 1.7% for the 12-month period up to September 2019, supported by a rebound in the residential property market, high levels of infrastructure spending, as well as an improved outlook for the resources sector.

As national take-up levels continue to exceed new completions, vacancy levels remain near 5-year lows across the three (3) eastern seaboard capital cities of Sydney, Melbourne and Brisbane. Total new supply for industrial spaces in Australia over the 12-month period to 31 December 2019 remain slightly below the 10-year average.

LETTER TO FCOT UNITHOLDERS

Australian Total Industrial Supply⁽¹⁾



Source: JLL Real Estate Intelligence Service – Industrial Market Snapshot 4Q 2019; Jones Lang LaSalle Real Estate Data Solution – Industrial Occupier Moves from 1Q10 to 4Q19; JLL Australian Industrial Preliminary Overview 4Q19

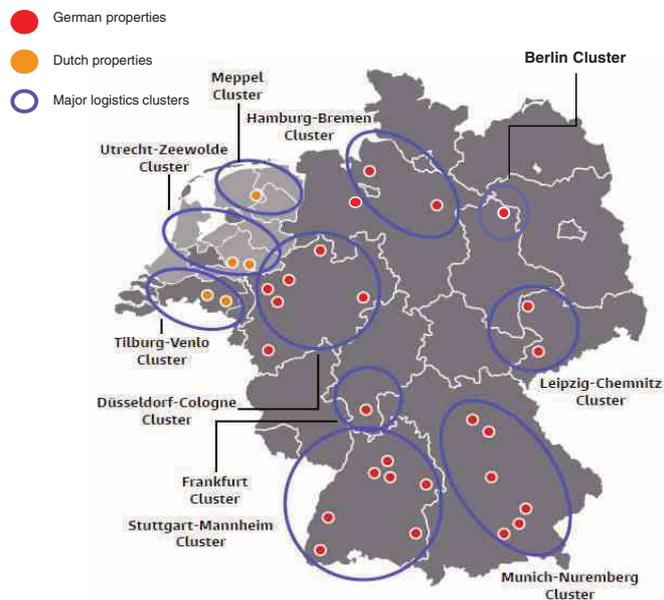
Note:

(1) 4Q figures are presented on an annualised basis.

Germany and the Netherlands

FLT's 31 prime and majority freehold properties in Germany and the Netherlands are strategically located in key logistics hubs within the countries that cater to regional and global distribution needs.

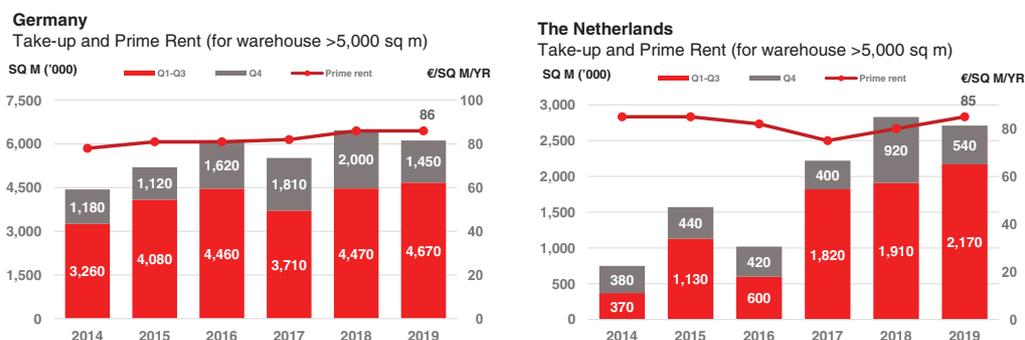
FLT's Properties in Germany and the Netherlands



The German and Dutch economy registered positive GDP growth of 0.5% and 1.9% for the 12 months ended 30 September 2019 respectively which was supported by household and government consumption expenditure as well as increased trade balance.

LETTER TO FCOT UNITHOLDERS

The German and Dutch logistics and industrial market has remained strong. Both German and Dutch major occupier markets recorded healthy transaction volumes and the German market remained dynamic as many companies have been shifting to smaller locations outside the traditional hubs, where there is still sufficient supply.



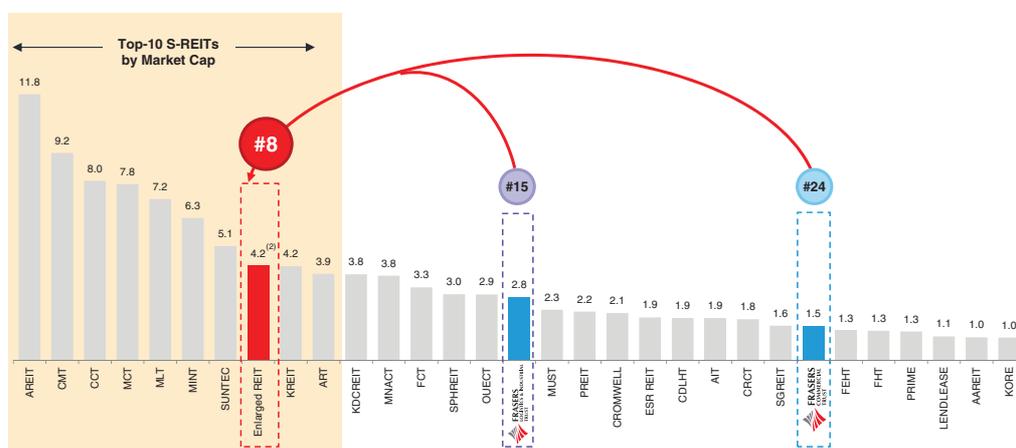
Source: BNP Paribas Real Estate International Research, January 2020

(c) Creation of a Top-10 S-REIT with Index Inclusion

- (i) **The Enlarged REIT is expected to become one of the largest S-REITs, with total market capitalisation of approximately S\$4.2 billion**

Potential for Enlarged REIT to be amongst the Top-10 Largest S-REITs by Market Capitalisation

S-REIT Ranking by Market Capitalisation (S\$ bil)⁽¹⁾



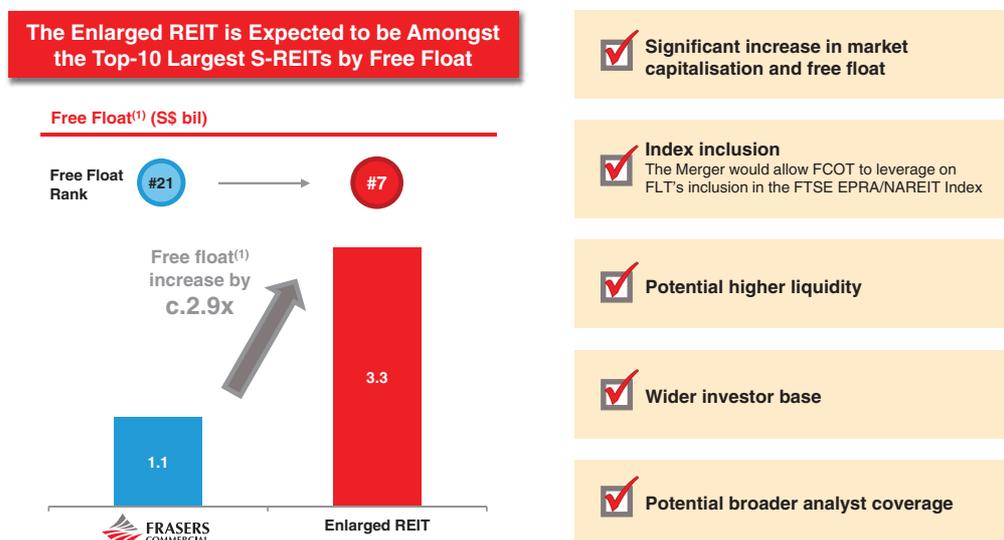
Source: Bloomberg as at the Latest Practicable Date

Notes:

- (1) The chart only includes S-REITs with a primary listing on the SGX-ST and market capitalisation of at least S\$1.0 billion.
- (2) Illustrative market capitalisation of the Enlarged REIT calculated as (i) the sum of (a) the number of FLT Units outstanding as at the Latest Practicable Date; (b) the number of FLT Units to be issued to satisfy the portion of Scheme Consideration in FLT Units; (c) the number of FLT Units to be issued as consideration for the acquisition fee for the Merger; and (d) the number of FLT Units to be issued as consideration for the acquisition fee for the Proposed Asset Acquisition, and (ii) multiplied by the issue price of S\$1.240 per FLT Unit.

LETTER TO FCOT UNITHOLDERS

- (ii) The Enlarged REIT will benefit from a free float of approximately S\$3.3 billion, which is significantly higher than FCOT's present free float of S\$1.1 billion as at the Latest Practicable Date



Source: Bloomberg as at Latest Practicable Date.

Note:

- (1) Excludes the stakes held by the Sponsor, the FLT Manager, the FCOT Manager, directors and chief executive officers of the FLT Manager and the FCOT Manager, substantial FLT Unitholders and substantial FCOT Unitholders and their respective associates based on information available to the FLT Manager and the FCOT Manager as at the Latest Practicable Date. FCOT's free float of S\$1.1 billion is computed based on FCOT's free float units as at the Latest Practicable Date of 679.0 million FCOT Units multiplied by FCOT's Last Traded Price of S\$1.67. The Enlarged REIT's free float of S\$3.3 billion (post-Merger and Proposed Asset Acquisition) is computed based on 2.7 billion free float units multiplied by the issue price of S\$1.240 per unit.

The larger scale of the combined portfolio is expected to enhance the Enlarged REIT's visibility within the S-REIT universe and increase its relevance amongst the investor community. The Merger would also allow FCOT Unitholders to leverage on FLT's inclusion in the FTSE EPRA/NAREIT Index.

In addition, the significant increase in market capitalisation and free float will potentially lead to (A) higher trading liquidity, (B) a wider investor base, and (C) a broader analyst coverage, which could lead to a positive re-rating of the Enlarged REIT, benefitting all FCOT Unitholders.

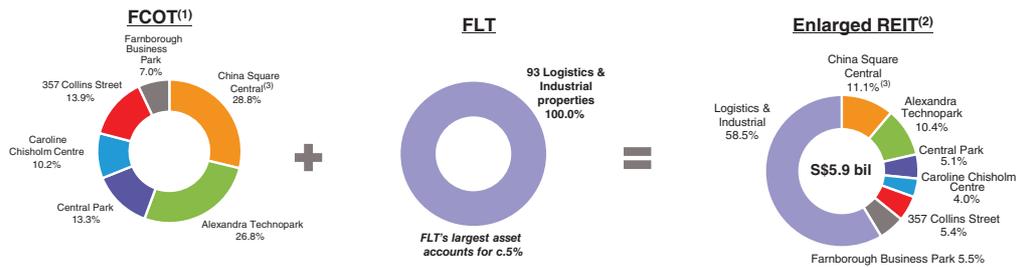
LETTER TO FCOT UNITHOLDERS

(d) Enhanced Diversification and Portfolio Resilience

- (i) **Asset diversification:** The Enlarged REIT will have a diversified asset base with a balanced exposure to the logistics, industrial, office, business park and commercial markets. In addition, the Enlarged REIT's exposure to any single asset will be no more than 12% by value.

Value by Asset

✓ Significantly reduces largest single asset exposure from 28.8% to 11.1%



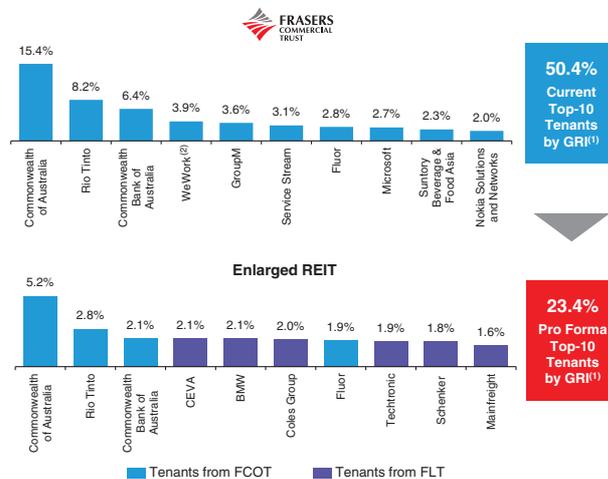
Notes:

- (1) Based on book value as at 31 December 2019 at an exchange rate of A\$1 : S\$0.9443 and £1 : S\$1.7841 as per FCOT's 1Q FY2020 financial results, announced on 15 January 2020.
 - (2) Based on book value of the Enlarged REIT as at 31 December 2019. Includes 100% interest in the Target Property, which is based on the Agreed Property Value at an exchange rate of £1 : S\$1.7841.
 - (3) 18, 20 & 22 Cross Street have been renamed as "Cross Street Exchange" on 1 January 2020.
- (ii) **Tenant diversification:** No single tenant will contribute more than 6.0% of the pro forma gross rental income ("GRI") of the Enlarged REIT and the top 10 tenants' contribution to GRI will be reduced from 50.4% (based on FCOT's portfolio) as at 31 December 2019 to 23.4% based on the Enlarged REIT's portfolio on a pro forma basis. The Enlarged REIT will allow FCOT Unitholders to gain exposure to additional high-quality tenants including Amazon, BMW, CEVA, Coles Group, Techtronic and Schenker.

✓ Reduce tenant income concentration

✓ Addition of high-quality tenants

Top-10 Tenants by GRI(1)



Other Selected Key Tenants

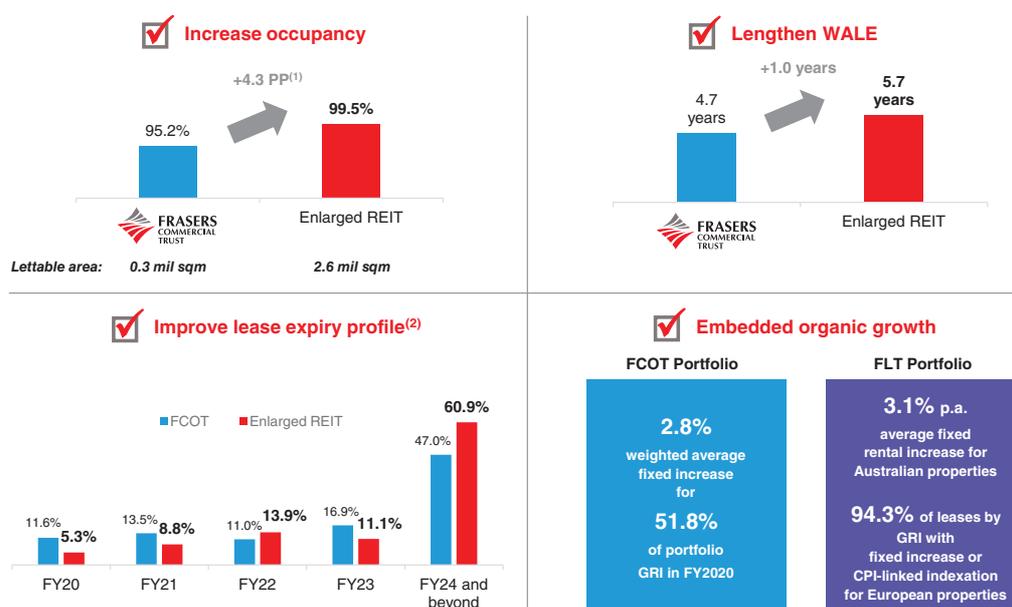
Aetna	Amazon
Berkley Insurance	British Telecom
DHL	DSV
Goodyear & Dunlop Tyres	Google Asia Pacific
Heinz	Inchcape Motors
JustCo	Mazda
Olympus	Omron
Stanley Black & Decker	Suntory
Toll	Toshiba
Unilever	Volkswagen

LETTER TO FCOT UNITHOLDERS

Note:

- (1) Based on GRI as at 31 December 2019 (excluding vacancy, committed leases, lease incentives and retail turnover rents, if any).
- (2) Aggregate of WeWork group's leases at China Square Central and Central Park signed under separate legal entities.

- (iii) **Enhanced Portfolio Resilience:** The Enlarged REIT will have a WALE of 5.7 years¹³ and enjoy organic growth via escalation in underlying lease rates. Income stability and cash flow visibility will improve with 60.9% of the Enlarged REIT's leases expiring after 30 September 2023, compared to the corresponding figure of 47.0% for the current FCOT portfolio.



Notes:

- (1) Percentage points.
- (2) Based on GRI as at 31 December 2019 (excluding vacancy, committed leases, lease incentives and retail turnover rents, if any).

(e) **Growth Trajectory from Enlarged Capital Base and Right of First Refusal (“ROFR”) Pipeline**

(i) **Enlarged Capital Base provides Enhanced Flexibility and Ability to Drive Long Term Growth**

With an increased capital base, the Enlarged REIT will have the capacity to undertake larger transactions and potential investment opportunities with enhanced flexibility and agility. As illustrated in the chart below, the Enlarged REIT is expected to have a debt headroom of approximately S\$830 million. This will allow the Enlarged REIT to undertake asset enhancement initiatives and development projects on a larger scale.

¹³ Based on GRI as at 31 December 2019 (including committed leases and excluding vacancy, lease incentives and retail turnover rents, if any).

LETTER TO FCOT UNITHOLDERS

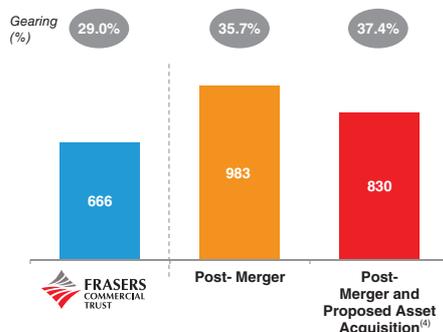
Enlarged capital base provides enhanced flexibility and ability to drive long term growth

Increased Capital Base
Able to undertake larger transactions

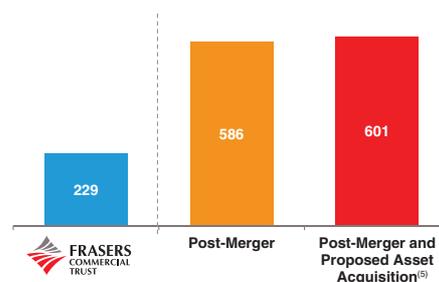
Enhanced Agility
Able to react quicker to potential investments

Increased Flexibility
Able to undertake AEI⁽¹⁾ and development projects on a larger scale

Enlarged Debt Headroom⁽²⁾ (\$S mil)



AEI and Development Headroom⁽³⁾ (\$S mil)



Notes: As at 31 December 2019 at an exchange rate of A\$1 : S\$0.9443.

- (1) Asset enhancement initiatives.
- (2) Prior to reaching the 45.0% aggregate leverage under the Property Funds Appendix limit.
- (3) Based on 10% of Deposited Property.
- (4) Assumes the estimated total cost of the Proposed Asset Acquisition (excluding the acquisition fee) is fully funded by debt.
- (5) Based on 100% interest in the Target Property at the Agreed Property Value at an exchange rate of £1: S\$1.7841.

(ii) **Benefit from Sponsor's integrated development and asset management capabilities as well as ROFR Pipeline**

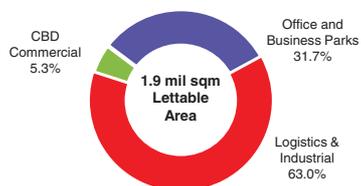
The Enlarged REIT will continue to leverage on the Sponsor's integrated development and asset management platform for growth. The Enlarged REIT will have access to a sizeable ROFR pipeline of more than S\$5.0 billion across logistics, industrial, office, business park and commercial properties.

LETTER TO FCOT UNITHOLDERS

ROFR pipeline in excess of S\$5.0 bil

Ability to leverage the Sponsor's Integrated Development and Asset Management Capabilities

Breakdown by Sector by Lettable Area



Breakdown by Region by Lettable Area



Commercial, Office and Business Parks



Logistics & Industrial



Note: As at 31 December 2019. Includes Lakeshore, Bedfont Lakes Business Park in London, the United Kingdom which was acquired by the Sponsor on 23 January 2020.

2.5 Proposed Asset Acquisition

As stated in Paragraph 5 of the FLT Circular, on 2 December 2019, in connection with the Proposed Asset Acquisition, the FLT Trustee has, through FLT Europe Pte. Ltd., entered into a conditional share purchase agreement (“**Share Purchase Agreement**”) with, among others¹⁴, Frasers Property HoldCo (Jersey) Limited (as vendor) (the “**Vendor**”) in relation to the sale and purchase of a 50% interest in the property known as Farnborough Business Park (the “**Target Property**”) through the acquisition of 50% of the issued share capital of Farnborough Business Park Ltd (the “**Target Property Company**”), comprising one (1) ordinary share from the Vendor, a wholly-owned subsidiary of the Sponsor. The remaining 50% of the Target Property Company is currently held by a wholly-owned subsidiary of FCOT.

The Target Property is located in the United Kingdom with a net lettable area of approximately 51,006 square metres and is sited on freehold land. The table below sets out a summary of selected information on the Target Property.

Property Address	Site Area (hectares)	Lettable Area (square metres)	WALE ⁽¹⁾ (years) (as at 31 December 2019)	Occupancy Rate (as at 31 December 2019)	Land Tenure
Farnborough, Hampshire GU14 7JP, United Kingdom	46.5	51,006	6.6	99.1%	Freehold

Note:

(1) Based on GRI as at 31 December 2019 (including committed leases and excluding vacancy, lease incentives and retail turnover rents, if any).

The Proposed Asset Acquisition will be conditional upon, among others, the completion of the Merger and the approval by the FLT Unitholders of the Proposed Asset Acquisition. For the

¹⁴ Frasers Property International Pte. Ltd. is also a party to the Share Purchase Agreement as guarantor to guarantee the performance of the Vendor's obligations under the Share Purchase Agreement.

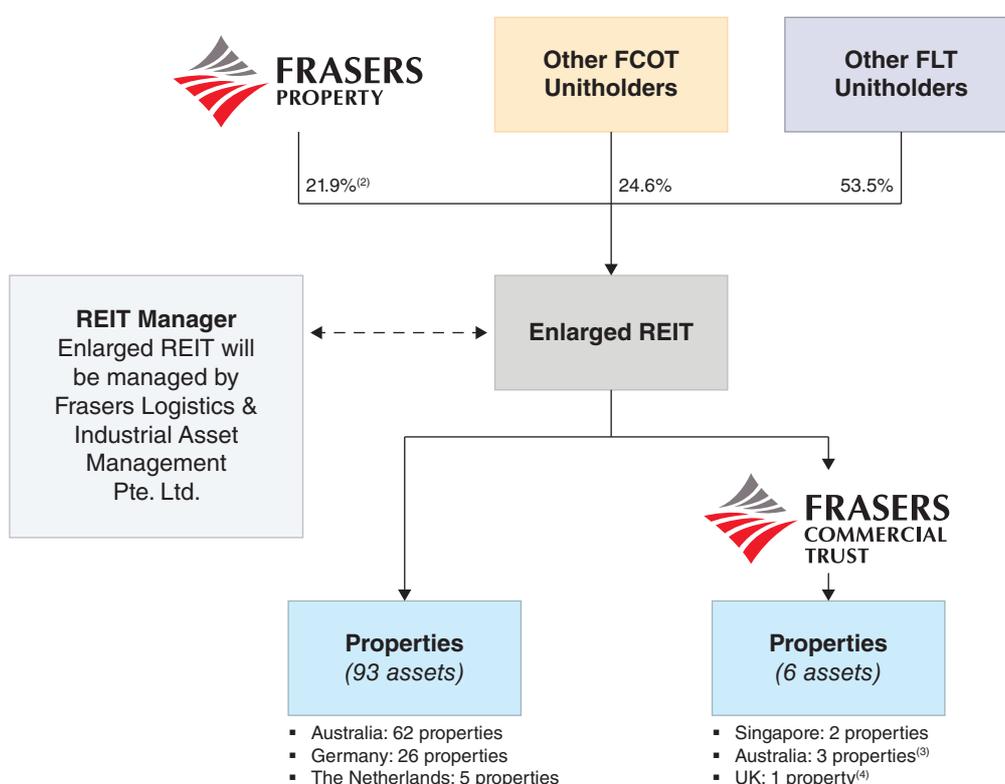
LETTER TO FCOT UNITHOLDERS

avoidance of doubt, the Merger will not be conditional upon the Asset Acquisition Resolution (as defined in the FLT Circular) being passed or the completion of the Proposed Asset Acquisition. Upon completion of the Merger and the Proposed Asset Acquisition, it is intended that FLT will indirectly hold 100% interest in the Target Property through FCOT.

2.6 Enlarged REIT Structure

The following diagram illustrates the indicative structure of the Enlarged REIT currently envisaged immediately upon completion of the Merger and the Proposed Asset Acquisition:

Enlarged REIT Structure⁽¹⁾



Notes:

- (1) On a pro forma basis, based on the aggregate of (i) unitholdings as at the Latest Practicable Date, (ii) approximately 1.1 billion FLT Units to be issued to FCOT Unitholders as part of the Scheme Consideration, (iii) approximately 9.0 million FLT Units issued as consideration for the acquisition fee for the Merger and (iv) approximately 0.6 million FLT Units issued as consideration for the acquisition fee for the Proposed Asset Acquisition.
- (2) Comprises FLT Units held directly and/or indirectly by the Sponsor, the FLT Manager and the FCOT Manager.
- (3) FCOT holds a 50% indirect interest in Central Park, Western Australia. The remaining 50% is held by an independent third party.
- (4) FCOT presently holds a 50% indirect interest in the Target Property. Subject to completion of the Merger and the Proposed Asset Acquisition, the Enlarged REIT will hold a 100% interest in the Target Property through FCOT.

The Sponsor is expected to hold, directly and indirectly, a stake of approximately 21.9% of the total issued units in the Enlarged REIT.

LETTER TO FCOT UNITHOLDERS

2.7 FLT's Future Intentions for the Enlarged REIT

As stated in Paragraph 5 of the Offeror's Letter as set out in Appendix B to this Scheme Document, assuming the completion of the Merger:

- (a) the FLT Manager intends to expand the investment mandate of the Enlarged REIT pursuant to the FLT Trust Deed. Under the FLT Trust Deed, the FLT Manager may from time to time change its investment policies subject to compliance with the Listing Manual so long as it has given not less than 30 days' prior notice of the change to the FLT Trustee and the FLT Unitholders by way of an announcement to the SGX-ST.

The new investment mandate of the Enlarged REIT will be to principally invest, directly or indirectly, in a diversified portfolio of income-producing real estate assets used predominantly for:

- (i) logistics or industrial purposes and located globally, and such real estate assets used for logistics or industrial purposes may also include office components ancillary to the foregoing purposes; or
- (ii) commercial purposes (comprising primarily office space in a Central Business District ("**CBD office space**") or business park purposes (comprising primarily non-CBD office space and/or research and development space) and located in the Asia Pacific region or in Europe (including the United Kingdom),

(the "**New Investment Mandate**").

The FLT Manager also intends to adopt a new name for the Enlarged REIT, in line with the New Investment Mandate. This will be announced in due course.

Upon the New Investment Mandate coming into effect, the Existing ROFRs (as defined herein) granted by the Sponsor to the FCOT Trustee and the FLT Trustee will be consolidated into one (1) ROFR to be granted by the Sponsor to the trustee of the Enlarged REIT (the "**Resulting ROFR**"). It is intended that the Relevant Assets (as defined herein) covered by the Resulting ROFR will mirror the New Investment Mandate, and the Resulting ROFR will subsist for so long as:

- (A) FLT is listed on and quoted for on the Main Board of the SGX-ST;
- (B) Frasers Logistics & Industrial Asset Management Pte. Ltd. or any of its related corporations remains the manager of FLT;
- (C) the Sponsor and/or any of its related corporations, alone or in aggregate, remains as a controlling shareholder of the manager of FLT; and
- (D) the Sponsor and/or any of its related corporations, alone or in aggregate, remains as a controlling unitholder of FLT.

LETTER TO FCOT UNITHOLDERS

The “**Existing ROFRs**” refer to the following ROFRs which have been granted by the Sponsor to FLT and FCOT respectively:

- (1) the ROFR granted by the Sponsor to FLT in 2016 (the “**FLT ROFR**”);
- (2) the ROFR granted by the Sponsor to FCOT in 2009 (the “**FCOT 2009 ROFR**”); and
- (3) the ROFR granted by the Sponsor to FCOT in 2017 (the “**FCOT 2017 ROFR**”, and together with the FCOT 2009 ROFR, the “**FCOT ROFRs**”).

The table below sets out a comparison of the scope of assets covered by the Existing ROFRs and the scope of assets covered by the Resulting ROFR.

Existing ROFRs	Resulting ROFR
<p><u>FLT ROFR</u></p> <p>The scope of the FLT ROFR covers any proposed disposal of completed income-producing real estate assets located globally, which are used for logistics or industrial purposes and where such real estate assets used for “logistics” or “industrial” purposes also include office components ancillary to the foregoing purposes.</p> <p><u>FCOT ROFRs</u></p> <ol style="list-style-type: none"> 1. <u>FCOT 2009 ROFR</u>: The scope of the FCOT 2009 ROFR covers any proposed disposal or acquisition of completed income producing property located in the Asia Pacific region used for commercial purposes (comprising primarily office and/or business space purposes). 2. <u>FCOT 2017 ROFR</u>: The scope of the FCOT 2017 ROFR covers any proposed disposal of real estate assets located in Europe (including the United Kingdom) used for commercial purposes (comprising primarily office, business space and/or business park purposes). 	<p>The scope of the Resulting ROFR covers any proposed disposal of completed income-producing real estate:</p> <ol style="list-style-type: none"> (a) used for logistics or industrial purposes and located globally, and such real estate assets used for “logistics” or “industrial” purposes may also include office components ancillary to the foregoing purposes, or (b) used for commercial purposes (comprising primarily CBD office space) or business park purposes (comprising primarily non-CBD office space and/or research and development space) and located in the Asia Pacific region or in Europe (including the United Kingdom), <p>(“Relevant Asset”).</p> <p>For the purposes of and notwithstanding anything to the contrary in the Resulting ROFR, where the Enlarged REIT does not own an asset in a certain asset class and the scope of the Enlarged REIT’s investment mandate is amended to exclude that asset class, the definition of “Relevant Asset” shall be deemed to be modified accordingly to exclude that asset class.</p>

Unlike the FCOT ROFRs, the Resulting ROFR will cease to refer to the terminology of “business space purposes”. This is because the scope of the Resulting ROFR follows the scope of the New Investment Mandate, which does not use this terminology. In

LETTER TO FCOT UNITHOLDERS

connection with the Merger, the investment mandate of the Enlarged REIT will be expanded to include the asset classes of the Existing ROFRs, including assets used for logistics, industrial, commercial and business park purposes. In light of the foregoing, the intention is to shift away from the terminology of “business space purposes” in order to streamline the language of the Resulting ROFR and more accurately describe the combined scope of the asset classes which will be held by the Enlarged REIT following the Merger.

Further, unlike the FCOT 2009 ROFR, the Resulting ROFR will also cease to cover any offer to acquire Relevant Assets received by the Sponsor and will only apply to the proposed disposal of a Relevant Asset by the Sponsor or its subsidiaries for the purpose of consistency with the FCOT 2017 ROFR and the FLT ROFR and which are in line with the requirements in Practice Note 4.1 of the Listing Manual;

- (b) as at the Latest Practicable Date, the functional currency of FLT is Australian dollars, and dual currency trading in Australian dollars and Singapore dollars is available in respect of the FLT Units, which may be traded through either the counter traded in Singapore dollars or the counter traded in Australian dollars. Following completion of the Merger, the FLT Manager intends to change the functional currency of the Enlarged REIT to Singapore dollars (which is also the functional currency of FCOT) and close the counter traded in Australian dollars. The change in functional currency of the Enlarged REIT and the closure of the counter traded in Australian dollars are not expected to have any material adverse impact on the FLT Unitholders. The FLT Manager also intends to remove the option of FLT Unitholders to elect to receive distributions declared, paid or made by the FLT Manager in Australian dollars;
- (c) in view of the Enlarged REIT, the Nominating and Remuneration Committee of the FLT Manager will review the composition of the board of directors and management of the FLT Manager. The appointment of any new directors or key management staff of the FLT Manager (if any) will be subject to the approval of the board of directors of the FLT Manager and (if applicable) the MAS;
- (d) it is intended that the FCOT Manager will be replaced by the FLT Manager as soon as practicable upon completion of the Merger such that the FLT Manager will continue to be the manager of the Enlarged REIT portfolio encompassing FCOT. The FCOT Manager will be entitled to a prorated performance fee accruing from 1 October 2019 to the date of delisting of FCOT and a prorated base fee accruing from the day following the latest completed financial quarter of FCOT preceding the Effective Date to the date of delisting of FCOT in accordance with the existing trust deed constituting FCOT. There will be no double counting of management fees to the FCOT Manager and the FLT Manager in respect of the FCOT portfolio between the Effective Date and the date of delisting. Further, the fee structure of FCOT with respect to the fees payable to the manager of FCOT will be amended to reflect the fee structure in the FLT Trust Deed such that the existing fee structure of FLT is retained. There is currently no intention to make any changes to the fees and charges payable to the FCOT Trustee under the FCOT Trust Deed; and
- (e) conditional upon, among others, the approval by the FLT Unitholders, FLT intends to acquire from a wholly-owned subsidiary of the Sponsor, a 50% interest in the Target Property through the acquisition of 50% of the issued share capital of the Target Property Company, being the company holding the Target Property (the “**Proposed Asset Acquisition**”). The remaining 50% of the issued share capital of the Target

LETTER TO FCOT UNITHOLDERS

Property Company is currently held by a wholly-owned subsidiary of FCOT. Upon completion of the Merger and the Proposed Asset Acquisition, it is intended that FLT will indirectly hold a 100% interest in the Target Property through FCOT.

The Target Property is located in the United Kingdom with lettable area of approximately 51,006 sqm and is sited on freehold land. The table below sets out a summary of selected information on the Target Property.

Property Address	Site Area (hectares)	Lettable Area (sqm)	WALE ⁽¹⁾ (years) (as at 31 December 2019)	Occupancy Rate (as at 31 December 2019)	Land Tenure
Farnborough, Hampshire GU14 7JP, United Kingdom	46.5	51,006	6.6	99.1%	Freehold

Note:

(1) Based on GRI as at 31 December 2019 (including committed leases and excluding vacancy, lease incentives and retail turnover rents, if any).

- (f) Save as set out above, there is presently no intention to (i) introduce any major changes to the business of FCOT, (ii) re-deploy the fixed assets of FCOT, or (iii) discontinue the employment of the employees of the FCOT Manager, save in the ordinary course of business or as a result of any internal reorganisation or restructuring which may be implemented after the Merger. However, the board of directors of the FLT Manager retains and reserves the right and flexibility at any time to consider any options in relation to the Enlarged REIT which may present themselves and which it may regard to be in the interest of the Enlarged REIT.

There may be interested person transactions (as defined in the Listing Manual) and interested party transactions (as defined in the Property Funds Appendix) entered into in the ordinary course of business of the enlarged FLT Group upon completion of the Merger. FLT will comply with the Listing Manual and the Property Funds Appendix and make the relevant disclosures under Rule 905 of the Listing Manual and Paragraph 5 of the Property Funds Appendix if the aggregate value of such interested person transactions or interested party transactions entered into in the same financial year (excluding the interested person transactions or interested party transactions which have been approved by the FLT Unitholders) is 3% or more of the latest audited net tangible assets or net asset value of the FLT Group.

The FCOT Manager notes the future intentions of the FLT Manager as set out above. In particular, the FCOT Manager notes that as at the Latest Practicable Date, the FCOT Trustee (in its capacity as trustee of FCOT) has not acquired any property from the Sponsor or its subsidiaries ("**Sponsor Group**"), other than the acquisitions of the properties known as 357 Collins Street, Melbourne, Victoria, Australia ("**357 Collins Street**") and Alexandra Technopark from wholly-owned subsidiaries of the Sponsor. It should also be noted that: (i) the FCOT Trustee (in its capacity as trustee of FCOT) has also not received from the Sponsor, any offers which had in turn been received by the Sponsor Group to acquire Relevant Assets pursuant to the FCOT 2009 ROFR; (ii) the main benefit of the FCOT ROFRs to FCOT is to allow FCOT to have access to the assets which the Sponsor Group owns and

LETTER TO FCOT UNITHOLDERS

which form the pipeline of assets which can be offered to FCOT pursuant to the FCOT ROFRs in connection with proposed disposals of such assets, rather than any potential offers that the Sponsor may be receiving from third parties; (iii) the FCOT Manager has an investment team which is responsible for, among others, sourcing, evaluating and executing acquisition transactions for FCOT to acquire new properties to further grow FCOT's asset portfolio; (iv) since the listing of FCOT, other than the acquisitions of 357 Collins Street and Alexandra Technopark, the FCOT Group has undertaken two (2) acquisitions from third party vendors and they did not involve the exercise of rights under the FCOT 2009 ROFR, which was in effect at the time of such acquisitions; and (v) the scope of the Resulting ROFR to only cover the proposed disposal of a Relevant Asset by the Sponsor Group (and not any offer to acquire Relevant Assets received by the Sponsor) is in line with the requirements in Practice Note 4.1 of the Listing Manual. In light of the foregoing, the FCOT Manager is of the view that the cessation of the Resulting ROFR to cover any offer to acquire Relevant Assets received by the Sponsor will not have a material impact on the ability of the FCOT Group to undertake acquisitions.

2.8 Fee Structure Comparison

A summary comparison table of the fees and charges payable to (i) the FCOT Manager and FCOT Trustee; and (ii) the FLT Manager and FLT Trustee are set out below. As stated in Paragraph 5.1.4 of the Offeror's Letter as set out in Appendix B to this Scheme Document, the fee structure of FCOT with respect to the fees payable to the manager of FCOT will be amended to reflect the fee structure in the FLT Trust Deed such that the existing fee structure of FLT is retained.

Fees	FCOT	FLT
Manager's Base Fee	<ul style="list-style-type: none"> 0.5% per annum of the value of the real estate assets of the FCOT Group. 	<ul style="list-style-type: none"> 0.4% per annum (or such lower percentage as may be determined by the FLT Manager in its absolute discretion) of the value of the FLT Group's Deposited Property¹⁵.
Manager's Performance Fee	<ul style="list-style-type: none"> 3.5% per annum of the performance fee amount (being the net real estate asset income less the base fee). 	<ul style="list-style-type: none"> 5.0% per annum (or such lower percentage as may be determined by the FLT Manager in its absolute discretion) of the Distributable Income of FLT (as defined in the FLT Trust Deed) of the FLT Group in the relevant financial year (calculated before accounting for the FLT Manager's performance fee but after accounting for the FLT Manager's base fee and the FLT Australia Trust manager's base fee and performance fee).

¹⁵ For the purpose of this Paragraph 2.8, "**Deposited Property**" means all the assets of FLT, including all its authorised investments for the time being held or deemed to be held upon the trusts of the FLT Trust Deed.

LETTER TO FCOT UNITHOLDERS

Fees	FCOT	FLT
<p>Manager’s Acquisition Fee</p>	<ul style="list-style-type: none"> • Not more than 1.0% of the acquisition price of properties acquired. 	<ul style="list-style-type: none"> • 0.5% for acquisitions from related parties and 1.0% for all other cases (or such lower percentage as may be determined by the FLT Manager in its absolute discretion) of any of the following as is applicable (subject to there being no double-counting): <ul style="list-style-type: none"> (a) the acquisition price of any real estate (excluding stamp duty) purchased by FLT, whether directly or indirectly through one or more special purpose vehicles (“SPVs”), plus any other payments in addition to the acquisition price made by FLT or its SPVs to the vendor in connection with the purchase of the real estate (pro-rated, if applicable, to the proportion of FLT’s interest); (b) the underlying value of any real estate which is taken into account when computing the acquisition price payable for the equity interests of any vehicle holding directly or indirectly the real estate purchased by FLT, plus any other payments made by FLT or its SPVs to the vendor in connection with the purchase of such equity interests (pro-rated, if applicable, to the proportion of FLT’s interest); or (c) the acquisition price of any investment purchased by FLT in any debt securities of any property corporation or other SPV owning or acquiring real estate or any debt securities which are secured whether directly or indirectly by the rental income from real estate.

LETTER TO FCOT UNITHOLDERS

Fees	FCOT	FLT
<p>Manager's Divestment Fee</p>	<ul style="list-style-type: none"> • Not more than 0.5% of the sale price on properties disposed. 	<ul style="list-style-type: none"> • 0.5% (or such lower percentage as may be determined by FLT Manager in its absolute discretion) of any of the following as is applicable (subject to there being no double-counting): <ul style="list-style-type: none"> (a) the sale price of any real estate sold or divested by FLT, whether directly or indirectly through one or more SPVs, plus any other payments in addition to the sale price received by FLT or its SPVs from the purchaser in connection with the sale or divestment of the real estate (pro-rated, if applicable, to the proportion of FLT's interest); (b) the underlying value of any real estate which is taken into account when computing the sale price for the equity interests in any vehicle holding directly or indirectly the real estate, sold or divested by FLT, whether directly or indirectly through one or more SPVs, plus any other payments received by FLT or its SPVs from the purchaser in connection with the sale or divestment of such equity interests (pro-rated, if applicable, to the proportion of FLT's interest); or (c) the sale price of the investment sold or divested by FLT, whether directly or indirectly through one or more SPVs, in any debt securities of any property corporation or other SPV owning or acquiring real estate or any debt securities which are secured whether directly or indirectly by the rental income from real estate.

LETTER TO FCOT UNITHOLDERS

Fees	FCOT	FLT
<p>Manager’s Development Management Fee</p>	<ul style="list-style-type: none"> • No development management fee. 	<ul style="list-style-type: none"> • 3.0% of the Total Project Costs (as defined in the FLT Trust Deed) incurred in a development project undertaken by the FLT Manager on behalf of FLT (“Development Project”). • When the estimated Total Project Costs is greater than S\$200.0 million, the FLT Trustee and the FLT Manager’s independent directors will first review and approve the quantum of the development management fee, whereupon the FLT Manager may be directed by its independent directors to reduce the development management fee. Further, in cases where the market pricing for comparable services is, in the FLT Manager’s view, materially lower than the development management fee, the independent directors of the FLT Manager shall have the discretion to accept a development management fee which is less than 3.0% of the Total Project Costs incurred in a Development Project. • No acquisition fee shall be paid when the FLT Manager receives the development management fee for a Development Project. For the avoidance of doubt, the FLT Manager shall be entitled to receive an acquisition fee on the land costs.

LETTER TO FCOT UNITHOLDERS

Fees	FCOT	FLT
Trustee's Fee	<ul style="list-style-type: none"> • 0.03% per annum of the gross asset value of the FCOT Group, subject to a minimum of S\$36,000 per annum, excluding out-of-pocket expenses and GST. 	<ul style="list-style-type: none"> • Up to 0.015% per annum of the value of FLT's Deposited Property, subject to a minimum of S\$15,000 per month, excluding out-of-pocket expenses and GST.
Changes to Fee Structure	<ul style="list-style-type: none"> • By way of Extraordinary Resolution. 	<ul style="list-style-type: none"> • By way of an extraordinary resolution of FLT Unitholders.

The summary should be read in conjunction with, and in the context of, the FCOT Trust Deed and the FLT Trust Deed.

2.9 FCOT Independent Audit Opinion

The FCOT Manager and the FCOT Trustee have not commissioned any valuation of the properties held by FLT and its subsidiaries, and the FLT Manager and the FLT Trustee have not commissioned any valuation of the properties held by FCOT and its subsidiaries, for the purpose of the Trust Scheme. However, the FCOT Manager and FCOT Trustee have appointed the FCOT Independent Auditors to perform an audit of the carrying value of the logistics and industrial properties held by FLT and its subsidiaries as at 30 September 2019 (the "**805 Audit**"). A reciprocal arrangement was undertaken by FLT on the carrying value of the investment properties held by FCOT as at 30 September 2019.

The intention in carrying out such audit is to give additional comfort to FCOT Unitholders that such carrying values were stated in all material respects in accordance with the accounting policies of FLT and that accordingly the logistics and industrial properties were stated at fair values as at 30 September 2019.

The audit was undertaken in accordance with the Singapore Standard on Auditing 805 (Revised) on Special Considerations – Audits of Single Financial Statements and Specific Elements, Accounts or Items of a Financial Statement, on the line item titled "investment properties" set out in the statement of financial position of the FLT Group, as reflected in the FLT FY2019 Financial Statements.

Pursuant to the 805 Audit, the FCOT Independent Auditors have rendered an unqualified opinion.

Please refer to Appendix G to this Scheme Document for a copy of the FCOT Independent Audit Opinion.

LETTER TO FCOT UNITHOLDERS

2.10 Scheme Conditions

(a) Scheme Conditions

The table below sets out the Scheme Conditions to the Trust Scheme and the status of each Scheme Condition. All capitalised terms used and not defined in the table shall have the same meanings given to them in the Implementation Agreement.

No.	Scheme Condition	Status
(i)	Amendments to FCOT Trust Deed: the approval by the FCOT Unitholders holding in aggregate more than 75 per cent. of the total number of votes held by the FCOT Unitholders present and voting either in person or by proxy to amend the FCOT Trust Deed to include provisions for the implementation of the Trust Scheme, in such form and substance as agreed in writing by the Parties, at the extraordinary meeting of the FCOT Unitholders to be convened	× – to be sought pursuant to the Extraordinary General Meeting
(ii)	Trust Scheme: the approval of the Trust Scheme by a majority in number of the FCOT Unitholders representing at least three-fourths in value of the FCOT Units held by the FCOT Unitholders present and voting either in person or by proxy at the Trust Scheme Meeting in compliance with the Trust Deed Amendments	× – to be sought pursuant to the Trust Scheme Meeting
(iii)	Court Approval for the Trust Scheme: the grant of the Trust Scheme Court Order by the Court	× – the Trust Scheme Court Order is targeted to be obtained on or about 25 March 2020
(iv)	Regulatory Approvals: the following Regulatory Approvals being obtained, and such approvals not being revoked or withdrawn on or before the Relevant Date:	
	(A) confirmation from IRAS that stamp duty is not chargeable on the transfer of FCOT Units held by the FCOT Unitholders to the FLT Trustee and a tax ruling from IRAS that FCOT will be an approved sub-trust and enjoy tax transparency	✓ – satisfied

LETTER TO FCOT UNITHOLDERS

No.	Scheme Condition	Status
	<p>(B) there being no objections from the MAS:</p> <p>(1) to the withdrawal of the authorisation of FCOT as an authorised collective investment scheme in the event the Merger is implemented and FCOT is delisted from the Main Board of the SGX-ST; and</p> <p>(2) to granting FCOT an exemption from Section 295(2) of the SFA in the event the authorisation of FCOT as an authorised collective investment scheme is withdrawn</p>	<p>✓ – satisfied</p> <p>✓ – satisfied</p>
	<p>(C) an exemption granted by the MAS to the FLT Manager from the requirements set out in Subdivision (3) of Division 2 (Collective Investment Schemes) of Part XIII (Offers of Investments) of the SFA, which relates to prospectus requirements, for the purposes of the Trust Scheme</p>	<p>✓ – satisfied</p>
	<p>(D) confirmations from the SIC that:</p> <p>(1) Rules 14, 15, 16, 17, 20.1, 21, 22, 28, 29, 33.2 and Note 1(b) on Rule 19 of the Code do not apply to the Trust Scheme, subject to any conditions that the SIC may deem fit to impose; and</p> <p>(2) it has no objections to the conditions precedent as set out in this Paragraph 2.10(a)</p>	<p>✓ – satisfied</p> <p>✓ – satisfied</p>
	<p>(E) the approval-in-principle from the SGX-ST of the Trust Scheme, the Scheme Document and for the proposed delisting of FCOT from the SGX-ST after the Trust Scheme becomes effective and binding in accordance with its terms</p>	<p>✓ – satisfied</p>

LETTER TO FCOT UNITHOLDERS

No.	Scheme Condition	Status
	(F) the approval-in-principle from the SGX-ST for the listing and quotation for the Consideration Units on the Main Board of the SGX-ST	√ – satisfied
(v)	Approval from FLT Unitholders: approval of the FLT Unitholders for the Merger, the issue of Consideration Units as consideration for the Merger, and such other resolutions as may be necessary to give effect to and implement the Merger and the Trust Scheme	× – to be sought pursuant to the FLT EGM
(vi)	Authorisations and Consents: in addition to the approvals aforementioned in Paragraph 2.10(a)(iv) (<i>Regulatory Approvals</i>) above, the receipt of all authorisations, consents, clearances, permissions and approvals as are necessary or required by any and all Parties under any and all applicable laws, from all Governmental Agencies, for or in respect of the implementation of the Trust Scheme and the transactions contemplated under the Implementation Agreement	As at the Latest Practicable Date, no such other authorisations and consents have been identified
(vii)	No Legal or Regulatory Restraint: between the date of the Implementation Agreement and up to the Relevant Date, no issuance of any order, injunction, judgment, decree or ruling issued by any Governmental Agencies or by any court of competent jurisdiction preventing the consummation of the Merger or the implementation of the Trust Scheme, being in effect as at the Relevant Date	To be determined on the Relevant Date. As at the Latest Practicable Date, there has been no issuance of any order, injunction, judgment, decree or ruling issued by any Governmental Agencies or by any court of competent jurisdiction preventing the consummation of the Merger or the implementation of the Trust Scheme.

LETTER TO FCOT UNITHOLDERS

No.	Scheme Condition	Status
(viii)	<p>No Prescribed Occurrence: between the date of the Implementation Agreement and up to the Relevant Date, no Prescribed Occurrence in relation to the FLT Group Entities and/or FCOT Group Entities (as the case may be) occurs other than as required or contemplated by the Implementation Agreement, the Trust Scheme or the Merger</p>	<p>To be determined on the Relevant Date.</p> <p>As at the Latest Practicable Date, no Prescribed Occurrence in relation to the FLT Group Entities and/or FCOT Group Entities (as the case may be) has occurred other than as required or contemplated by the Implementation Agreement, the Trust Scheme or the Merger.</p>
(ix)	<p>FCOT Representations and Warranties: there being no breach of the representations and warranties of the FCOT Trustee and the FCOT Manager set out in the Implementation Agreement (details of the representations and warranties are as reproduced in Appendix O to this Scheme Document) which are material in the context of the Trust Scheme as at the Joint Announcement Date and as at the Relevant Date (as though made on and as at that date), except to the extent any such representation or warranty expressly relates to an earlier date (in which case as of such earlier date)</p>	<p>To be determined on the Relevant Date.</p>
(x)	<p>FLT Representations and Warranties: there being no breach of the representations and warranties of the FLT Trustee and the FLT Manager set out in the Implementation Agreement (details of the representations and warranties are as reproduced in Appendix N to this Scheme Document) which are material in the context of the Trust Scheme as at the date of the Implementation Agreement and as at the Relevant Date (as though made on and as at that date), except to the extent any such representation or warranty expressly relates to an earlier date (in which case as of such earlier date)</p>	<p>To be determined on the Relevant Date.</p>

LETTER TO FCOT UNITHOLDERS

No.	Scheme Condition	Status
(xi)	Third Parties: the receipt of all authorisations, consents, waivers, clearances, permissions and approvals as are necessary or required by FCOT from the Third Parties, for or in respect of the implementation of the Trust Scheme and/or the Merger	✓ – satisfied
(xii)	No Material Adverse Effect: between the date of the Implementation Agreement and up to the Relevant Date, there being no occurrence of any Material Adverse Effect in relation to the FLT Group and/or the FCOT Group	To be determined on the Relevant Date. As at the Latest Practicable Date, there has been no occurrence of any Material Adverse Effect in relation to the FLT Group and/or the FCOT Group.

(b) Benefit of Scheme Conditions

(i) FLT's Benefit

The FLT Trustee and the FLT Manager may waive any Scheme Condition in Paragraphs 2.10(a)(iv)(A), (B) and (C) (*Regulatory Approvals*) and 2.10(a)(viii) (*No Prescribed Occurrence*) (insofar as it relates to any Prescribed Occurrence in relation to any FCOT Group Entity) and Paragraphs 2.10(a)(ix) (*FCOT Representations and Warranties*), 2.10(a)(xi) (*Third Parties*) and 2.10(a)(xii) (*No Material Adverse Effect*) (insofar as it relates to any Material Adverse Effect in respect of the FCOT Group). Any breach or non-fulfilment of any such Scheme Condition may be relied upon only by the FLT Trustee and the FLT Manager. The FLT Trustee and the FLT Manager may at any time and from time to time at their sole and absolute discretion waive any such breach or non-fulfilment.

(ii) FCOT's Benefit

The FCOT Trustee and the FCOT Manager may waive any Scheme Condition in Paragraph 2.10(a)(viii) (*No Prescribed Occurrence*) (insofar as it relates to any Prescribed Occurrence in relation to any FLT Group Entity), and Paragraphs 2.10(a)(x) (*FLT Representations and Warranties*) and 2.10(a)(xii) (*No Material Adverse Effect*) (insofar as it relates to any Material Adverse Effect in respect of the FLT Group). Any breach or non-fulfilment of any such Scheme Condition may be relied upon only by the FCOT Trustee and the FCOT Manager. The FCOT Trustee and the FCOT Manager may at any time and from time to time at their sole and absolute discretion waive any such breach or non-fulfilment.

LETTER TO FCOT UNITHOLDERS

(iii) Mutual Benefit

The Parties may jointly waive the Scheme Conditions in Paragraphs 2.10(a)(vi) (*Authorisations and Consents*) and (vii) (*No Legal or Regulatory Restraint*) (in each case, to the extent legally permissible). For the avoidance of doubt, the Parties agree that the Scheme Conditions in Paragraphs 2.10(a)(i) (*Amendments to FCOT Trust Deed*), (ii) (*Trust Scheme*), (iii) (*Court Approval for the Trust Scheme*), (iv)(D), (E), (F) (*Regulatory Approvals*) and (v) (*Approval from FLT Unitholders*) are not capable of being waived by any Party or all of the Parties.

2.11 Effective Date

The Trust Scheme will become effective on the date of the written notification to the MAS of the grant of Trust Scheme Court Order (being the Effective Date), which shall be effected by or on behalf of the FLT Manager within 25 Business Days from the date on which the last Scheme Condition set out in Paragraphs 2.10(a)(i) (*Amendments to FCOT Trust Deed*), (ii) (*Trust Scheme*), (iii) (*Court Approval for the Trust Scheme*), (iv) (*Regulatory Approvals*), (v) (*Approval from FLT Unitholders*), (vi) (*Authorisations and Consents*) and (xi) (*Third Parties*) is satisfied or waived, as the case may be, in accordance with the terms of the Implementation Agreement.

2.12 Termination of the Trust Scheme

(a) Right to Terminate

The Implementation Agreement may be terminated with immediate effect by giving notice in writing at any time prior to the Relevant Date, subject to the prior consultation with the SIC, and the SIC giving its approval for, or stating that it has no objection to, such termination:

- (i) (A) **Court Order:** by either the FLT Trustee and the FLT Manager or the FCOT Trustee and the FCOT Manager, if any court of competent jurisdiction or Governmental Agency has issued an order, decree or ruling or taken any other action permanently enjoining, restraining or otherwise prohibiting the Trust Scheme, the Merger or any part thereof, or has refused to do anything necessary to permit the Trust Scheme, the Merger or any part thereof, and such order, decree, ruling, other action or refusal shall have become final and non-appealable;
- (B) **Breach:** by either:
- (1) the FLT Trustee and the FLT Manager, if any of the FCOT Trustee or the FCOT Manager (i) is in breach of the representations and warranties of the FCOT Trustee and the FCOT Manager set out in the Implementation Agreement which are material in the context of the Trust Scheme, and such defaulting party fails to remedy such breach (if capable of remedy) within 14 days after being given notice by either of the FLT Trustee and the FLT Manager to do so; or (ii) fails to perform and comply 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 them, on or prior to the Relevant Date and which are material in the context of the Trust Scheme; or

LETTER TO FCOT UNITHOLDERS

- (2) the FCOT Trustee and the FCOT Manager, if either the FLT Trustee or the FLT Manager (i) is in breach of the representations and warranties of the FLT Trustee and the FLT Manager set out in the Implementation Agreement which are material in the context of the Trust Scheme, and such defaulting party fails to remedy such breach (if capable of remedy) within 14 days after being given notice by any of the FCOT Trustee or the FCOT Manager to do so; or (ii) fails to perform and comply 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 them, on or prior to the Relevant Date and which are material in the context of the Trust Scheme;
- (C) **FCOT Unitholders' Approvals:** by either the FLT Trustee and the FLT Manager or the FCOT Trustee and the FCOT Manager, if the resolutions submitted to (1) the Extraordinary General Meeting for the Trust Deed Amendments or (2) the Trust Scheme Meeting for the Trust Scheme, are not approved (without amendment) by the requisite majorities;
- (D) **FLT Unitholders' Approval:** by either the FCOT Trustee and the FCOT Manager or the FLT Trustee and the FLT Manager, if the resolution(s) submitted to the general meeting of the FLT Unitholders for the Merger are not approved (without amendment) by the requisite majority; or
- (E) **Competing Offer:** by either the FCOT Trustee and the FCOT Manager or the FLT Trustee and the FLT Manager if a Competing Offer in respect of FCOT or FLT becomes or is declared unconditional in all respects (or its equivalent) and/or is completed, save in respect of any Competing Offer effected with the prior written consent of the FCOT Trustee and the FCOT Manager (in the case of a Competing Offer in respect of FLT) or the prior written consent of the FLT Trustee and the FLT Manager (in the case of a Competing Offer in respect of FCOT).
- (ii) Non-fulfilment of Scheme Conditions

In the event:

- (A) any of the conditions precedent set out in Paragraphs 2.10(a)(i) (*Amendments to FCOT Trust Deed*), (ii) (*Trust Scheme*), (iii) (*Court Approval for the Trust Scheme*), (iv) (*Regulatory Approvals*), (v) (*Approval from FLT Unitholders*), (vi) (*Authorisations and Consents*) and (vii) (*No Legal or Regulatory Restraint*) is not satisfied (or, where applicable, has not been waived), or if the Trust Scheme has not become effective on or before 11.59 p.m. on the Long-Stop Date, any Party may immediately terminate the Implementation Agreement, the Merger and the Trust Scheme by notice in writing to the other Parties;
- (B) any of the conditions precedent set out in Paragraph 2.10(a)(viii) (*No Prescribed Occurrence*) (in relation to any Prescribed Occurrences relating to any FCOT Group Entity) or Paragraphs 2.10(a)(ix) (*FCOT Representations and Warranties*), (xi) (*Third Parties*) and (xii) (*No Material Adverse Effect*) (in relation to any Material Adverse Effect in respect of the FCOT Group) is not satisfied (or, if applicable, waived), on or before 11.59 p.m. on the Long-Stop Date, the FLT Trustee and the FLT Manager may immediately terminate the Implementation Agreement, the Merger and the Trust Scheme by notice in writing to the FCOT Trustee and the FCOT Manager; or

LETTER TO FCOT UNITHOLDERS

- (C) any of the conditions precedent set out in Paragraph 2.10(a)(viii) (*No Prescribed Occurrence*) (in relation to any Prescribed Occurrences relating to any FLT Group Entity), or Paragraphs 2.10(a)(x) (*FLT Representations and Warranties*) and (xii) (*No Material Adverse Effect*) (in relation to any Material Adverse Effect in respect of the FLT Group), is not satisfied (or, if applicable, waived), on or before 11.59 p.m. on the Long-Stop Date, the FCOT Trustee and the FCOT Manager may immediately terminate the Implementation Agreement, the Merger and the Trust Scheme by notice in writing to the FLT Trustee and the FLT Manager,

in each case, provided that: (1) the non-fulfilment of any conditions precedent is material in the context of the Merger and/or the Trust Scheme, (2) prior consultation with the SIC has been conducted, and (3) the SIC has given its approval for, and stated that it has no objection to, such termination.

(b) Consultation with Other Parties

In the event any 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 Parties.

(c) Effect of Termination

Upon termination of the Implementation Agreement by either (i) the FLT Trustee and the FLT Manager or (ii) the FCOT Trustee and the FCOT Manager in accordance with its terms, no Party shall have a claim against any other Party, except in relation to certain surviving provisions such as those relating to, amongst others, confidentiality, costs and expenses and governing law.

2.13 Exclusivity

During the period from (and including) the Joint Announcement Date up to (and including) the date on which the Implementation Agreement is terminated in accordance with its terms, the FCOT Trustee and the FCOT Manager will:

- (a) ensure that each of them and the other FCOT Group Entities and their respective employees, consultants, advisers and representatives shall deal exclusively with the FLT Trustee and the FLT Manager to complete the Trust Scheme and do not directly or indirectly solicit, invite, induce, initiate, encourage or entertain approaches or participate in or enter into any negotiations or discussions, or communicate any intention to do any of these things (including allowing any third party to perform due diligence investigations on any FCOT Group Entity), with a view to obtaining or with respect to any expression of interest, offer or proposal by any person other than the FLT Trustee and the FLT Manager in relation to:
- (i) any proposal or offer to (whether directly or indirectly) acquire or become the holder (whether by share purchase, asset purchase, scheme, capital reconstruction, tender offer or otherwise) of, or otherwise have an economic interest in:
- (A) any part of the businesses, assets (other than in the ordinary and usual course of business of the FCOT Group) or undertakings of FCOT and/or any other FCOT Group Entity; or
- (B) any units in FCOT and/or shares in any other FCOT Group Entity; or

LETTER TO FCOT UNITHOLDERS

- (ii) any proposal or offer to otherwise acquire or merge with FCOT or any other FCOT Group Entity (whether by way of joint venture, reverse takeover bid, dual listed company structure or otherwise); or
 - (iii) any other arrangement having an effect similar to any of Paragraphs 2.13(a)(i) or 2.13(a)(ii) above, including a merger or amalgamation proposal; or
 - (iv) any other transaction which would preclude, interfere with or prejudice the Merger and/or the Trust Scheme; and
- (b) notify the FLT Trustee of the details of any approach or solicitations by any third party made either to FCOT or any FCOT Group Entity with a view to the making of any such offer, merger or sale upon becoming aware of the relevant matter,

save that the restrictions in this Paragraph 2.13 shall not apply to (i) the making of normal presentations, by and on behalf of any FCOT Group Entity, to brokers, portfolio investors and analysis in the ordinary and usual course in relation to its business generally, and (ii) the provision of information by or on behalf of FCOT to the SGX-ST.

For the avoidance of doubt, nothing in this Paragraph 2.13 shall prohibit or restrict FCOT from receiving any unsolicited or uninitiated expression of interest, offer or proposal of a kind referred to in this Paragraph 2.13. In the event that any FCOT Group Entity receives any such expression of interest, offer or proposal, FCOT shall be entitled:

- (A) if required pursuant to the Listing Manual and/or the Code, to announce such expression of interest, offer or proposal;
- (B) to enter into discussions or negotiations or otherwise entertain such expressions of interest, offer or proposal;
- (C) to make any recommendation or to refrain from making any recommendation to the FCOT Unitholders as the directors of the FCOT Manager may deem fit in respect of such expression of interest, offer or proposal; and
- (D) generally to perform all such acts as may be necessary for the directors of the FCOT Manager 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),

provided that, in each instance, the FCOT Directors has determined, in good faith and acting reasonably, that a failure to do any of the foregoing would constitute a breach of the Listing Manual, the requirements of the SGX-ST, the Code or any applicable laws or regulations (including the fiduciary obligations of the directors of the FCOT Manager).

LETTER TO FCOT UNITHOLDERS

2.14 Obligations of FCOT

Pursuant to the terms of the Implementation Agreement, each of the FCOT Trustee (to the extent applicable) and the FCOT Manager shall execute all documents and do or cause to be done all acts and things necessary for the implementation of the Merger and/or the Trust Scheme, as expeditiously as reasonably practicable, including the obligations set out in Appendix L to this Scheme Document.

2.15 Obligations of FLT

Pursuant to the terms of the Implementation Agreement, each of the FLT Trustee (to the extent applicable) and the FLT Manager shall execute all documents and do or cause to be done all acts and things necessary for the implementation of the Merger and/or the Trust Scheme, as expeditiously as reasonably practicable, including the obligations set out in Appendix M to this Scheme Document.

2.16 Waiver of Rights to a General Offer

The FCOT Unitholders should note that by voting in favour of the Trust Scheme, FCOT Unitholders will be regarded as having waived their rights to a general offer by the FLT Manager Concert Party Group to acquire the FCOT Units under the Code (in respect of the Trust Scheme only) and are agreeing to the FLT Manager Concert Party Group acquiring or consolidating effective control of FCOT by way of the Trust Scheme without having to make a general offer.

2.17 Switch Option

Pursuant to the terms of the Implementation Agreement and subject to prior consultation with the SIC:

- (a) in the event of a FCOT Competing Offer or an intention to make a FCOT Competing Offer is announced (whether or not such FCOT Competing Offer is pre-conditional), the FLT Trustee has the right at its discretion to elect at any time to exercise the Switch Option, provided that the FLT Trustee shall not be entitled to exercise the Switch Option in the event that the prior written consent of the FLT Trustee and the FLT Manager was obtained in respect of such FCOT Competing Offer;
- (b) in such event, the FLT Trustee will make the Offer on the same or better terms as those which apply to the Trust Scheme or the FCOT Competing Offer (whichever is the higher), including the same or a higher consideration than the Scheme Consideration for each FCOT Unit (being the aggregate of (i) the implied dollar value of the Consideration Units, based on the fixed number of Consideration Units issued for each FCOT Unit and the issue price per Consideration Unit, and (ii) the Cash Consideration), and conditional upon a level of acceptances set at only more than 50 per cent. of the FCOT Units to which the Offer relates and not conditional on a higher level of acceptances; and

LETTER TO FCOT UNITHOLDERS

- (c) if the FLT Trustee exercises the Switch Option, the Implementation Agreement (other than the Surviving Provisions) shall terminate with effect from the date of announcement by or on behalf of the FLT Trustee of a firm intention to make the Offer (other than the Surviving Provisions), and none of the Parties shall have any claim against the others under the Implementation Agreement.

For the avoidance of doubt, there is no requirement under the terms and conditions of the Implementation Agreement for the FLT Trustee to exercise the Switch Option in the event of the FCOT Competing Offer.

2.18 No Cash Outlay

The FCOT Unitholders should note that no cash outlay (including any stamp duties or brokerage expenses) will be required from the Entitled FCOT Unitholders under the Trust Scheme.

3. THE FCOT TRUST DEED AMENDMENTS

Pursuant to the FCOT Trust Deed, the FCOT Manager is seeking the approval of the FCOT Unitholders by way of an Extraordinary Resolution at the Extraordinary General Meeting for the FCOT Trust Deed Amendments.

The FCOT Trust Deed Amendments will introduce provisions to facilitate the implementation of the Trust Scheme. Pursuant to the FCOT Trust Deed Amendments, details of which are as follows:

- (a) the FCOT Unitholders, the FCOT Trustee and the FCOT Manager shall do all things and execute all deeds, instruments, transfers or other documents as the FCOT Trustee and the FCOT Manager consider necessary or desirable to execute, implement and/or to give full effect to the terms of the Trust Scheme and the transactions contemplated by it;
- (b) each of the FCOT Trustee and the FCOT Manager shall have the power to do all things which it considers necessary, desirable or reasonably incidental to execute, implement and/or to give effect to the Trust Scheme and the transactions contemplated by it; and
- (c) the Trust Scheme, if the Trust Scheme Resolution is approved at the Trust Scheme Meeting and upon granting of the Trust Scheme Court Order, shall come into effect on the Effective Date and shall be binding on the FCOT Trustee, the FCOT Manager and all FCOT Unitholders.

Please refer to Appendix D to this Scheme Document which sets out the proposed FCOT Trust Deed Amendments.

For the avoidance of doubt, the Trust Scheme Meeting will only be convened if the FCOT Trust Deed Amendments Resolution is passed at the Extraordinary General Meeting.

LETTER TO FCOT UNITHOLDERS

4. APPROVALS REQUIRED IN RESPECT OF THE TRUST SCHEME

4.1 Trust Scheme Meeting and Court Sanction

The Trust Scheme will require, *inter alia*, the following approvals:

- (a) the approval of the FCOT Unitholders by way of an Extraordinary Resolution at the Extraordinary General Meeting for the FCOT Trust Deed Amendments Resolution;
- (b) the approval of a majority in number of the FCOT Unitholders representing at least three-fourths in value of the FCOT Units held by the FCOT Unitholders present and voting either in person or by proxy at the Trust Scheme Meeting; and
- (c) the Trust Scheme Court Order being obtained.

The Trust Scheme Resolution is contingent upon the approval of the FCOT Trust Deed Amendments Resolution at the Extraordinary General Meeting. In the event that the FCOT Trust Deed Amendments Resolution is not passed at the Extraordinary General Meeting, the FCOT Manager will not proceed with the Trust Scheme Meeting. This means that the Trust Scheme cannot be implemented by the FCOT Manager and the FLT Manager unless both the FCOT Trust Deed Amendments Resolution and the Trust Scheme Resolution are passed at the Extraordinary General Meeting and the Trust Scheme Meeting respectively.

For avoidance of doubt, the FCOT Trust Deed Amendments Resolution is not conditional on the Trust Scheme Resolution being passed. In the event the FCOT Trust Deed Amendments Resolution is approved at the Extraordinary General Meeting, the FCOT Trust Deed will be amended to include the FCOT Trust Deed Amendments, whether or not the Trust Scheme Resolution is passed.

In addition, the Trust 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.

When the Trust Scheme, with or without modification, becomes effective, it will be binding on all FCOT Unitholders, whether or not they were present in person or by proxy or voted at the Trust Scheme Meeting.

4.2 SIC Rulings and Confirmations

Pursuant to the application made by the FLT Manager to the SIC to seek SIC's rulings and confirmations on certain matters in relation to the Trust Scheme, the SIC has confirmed, *inter alia*, that:

- (a) the Trust Scheme is exempted from complying with Rules 14, 15, 16, 17, 20.1, 21, 22, 28, 29, 33.2 and Note 1(b) on Rule 19 of the Code, subject to the following conditions:
 - (i) the FLT Trustee (acting in the capacity as trustee of FLT), the FLT Manager and its concert parties, as well as the common substantial FLT Unitholders/FCOT Unitholders (i.e. those holding five per cent. (5.0%) or more interests in both FLT and FCOT) abstain from voting on the Trust Scheme;

LETTER TO FCOT UNITHOLDERS

- (ii) the Scheme Document contains advice to the effect that by voting for the Trust Scheme, FCOT Unitholders are agreeing to the FLT Trustee (acting in the capacity as trustee of FLT), the FLT Manager and its concert parties acquiring FCOT without having to make a general offer for FCOT, and the Scheme Document discloses the names of the FLT Manager and its concert parties, their current voting rights in FCOT and their voting rights in FCOT after the Trust Scheme;
 - (iii) the directors of the FCOT Manager who are also directors or concert parties of the FLT Trustee (acting in the capacity as trustee of FLT), the FLT Manager and its concert parties abstain from making a recommendation on the Trust Scheme to FCOT Unitholders;
 - (iv) the FCOT Manager appoints an independent financial adviser to advise the FCOT Unitholders on the Trust Scheme;
 - (v) the Trust Scheme is approved by a majority in number representing three-fourths in value of the FCOT Units held by the FCOT Unitholders present and voting either in person or by proxy at a meeting convened to approve the Trust Scheme; and
 - (vi) the FCOT Trustee obtains Court approval for the Trust Scheme under Order 80 of the Rules of Court; and
- (b) it has no objections to the Scheme Conditions.

4.3 FLT Unitholders' Approval

The FLT EGM will also be convened to seek the approval of the FLT Unitholders for: (a) the Merger, (b) the issuance of the Consideration Units as part of the consideration for the Merger, and (c) the Proposed Asset Acquisition.

For further information on the FLT Unitholders' Approval, please refer to the FLT Circular dated 14 February 2020, a copy of which is available on www.sgx.com.

5. DELISTING

Upon the Trust Scheme becoming effective in accordance with its terms:

- (a) all FCOT Unitholders will receive for each FCOT Unit the Cash Consideration of S\$0.151 in cash and the Consideration Units of 1.233 new FLT Units at an issue price of S\$1.240 per FLT Unit;
- (b) the FLT Trustee will hold an interest in 100% of the FCOT Units; and
- (c) FCOT will, subject to the approval of the SGX-ST, be delisted and removed from the Official List of the SGX-ST.

An application was made to seek approval from the SGX-ST to delist and remove FCOT from the Official List of the SGX-ST upon the Trust Scheme becoming effective and binding in accordance with its terms. The SGX-ST has, on 6 January 2020, advised that it has no objection to the delisting of FCOT from the Official List of the SGX-ST subject to the Trust Scheme becoming effective.

LETTER TO FCOT UNITHOLDERS

The above decision of the SGX-ST is not to be taken as an indication of the merits of the Trust Scheme, the delisting and removal of FCOT from the Official List of the SGX-ST, FCOT, the FCOT Manager, their subsidiaries and/or their securities.

FCOT UNITHOLDERS SHOULD NOTE THAT BY VOTING IN FAVOUR OF THE TRUST SCHEME, FCOT WILL BE DELISTED FROM THE OFFICIAL LIST OF THE SGX-ST IF THE TRUST SCHEME BECOMES EFFECTIVE AND BINDING IN ACCORDANCE WITH ITS TERMS.

6. CONFIRMATION OF FINANCIAL RESOURCES

As stated in Paragraph 14 of the Offeror's Letter as set out in Appendix B to this Scheme Document, BofA Securities, as the sole financial adviser to the FLT Manager in respect of the Merger and the Trust Scheme, confirms that sufficient financial resources are available to FLT to satisfy in full the aggregate Cash Consideration payable by the FLT Trustee for all the FCOT Units to be acquired by the FLT Trustee pursuant to the Trust Scheme.

7. EXTRAORDINARY GENERAL MEETING

7.1 Extraordinary General Meeting

As mentioned in Paragraph 4.1 above, the Extraordinary General Meeting will be convened to seek the approval of FCOT Unitholders by way of an Extraordinary Resolution at the Extraordinary General Meeting for the FCOT Trust Deed Amendments Resolution.

7.2 Convening of Extraordinary General Meeting

The Extraordinary General Meeting will be convened and held on 11 March 2020 at 2.30 p.m. at Level 3, Summit 2, Suntec Singapore Convention & Exhibition Centre, 1 Raffles Boulevard, Suntec City, Singapore 039593 for the purpose of considering, and if thought fit, passing with or without modifications, the Extraordinary Resolution to approve the FCOT Trust Deed Amendments Resolution.

7.3 Notice

The notice of the Extraordinary General Meeting is set out in Appendix H to this Scheme Document. You are requested to take note of the date, time and place of the Extraordinary General Meeting.

8. TRUST SCHEME MEETING

8.1 Trust Scheme Meeting

As mentioned in Paragraph 4.1 above, the Trust Scheme will require, *inter alia*, the following approvals:

- (a) the approval of FCOT Unitholders by way of Extraordinary Resolution at the Extraordinary General Meeting for the FCOT Trust Deed Amendments Resolution; and
- (b) the approval of a majority in number of the FCOT Unitholders representing at least three-fourths in value of the FCOT Units held by the FCOT Unitholders present and voting either in person or by proxy at the Trust Scheme Meeting to approve the Trust Scheme Resolution.

LETTER TO FCOT UNITHOLDERS

The Trust Scheme Resolution is contingent upon the approval of the FCOT Trust Deed Amendments Resolution at the Extraordinary General Meeting. In the event that the FCOT Trust Deed Amendments Resolution is not passed at the Extraordinary General Meeting, the FCOT Manager will not proceed with the Trust Scheme Meeting and the Trust Scheme Resolution. This means that the Trust Scheme cannot be implemented by the FCOT Manager and the FLT Manager unless both the FCOT Trust Deed Amendments Resolution and the Trust Scheme Resolution are passed at the Extraordinary General Meeting and the Trust Scheme Meeting respectively. In the event that the FCOT Trust Deed Amendments Resolution is passed at the Extraordinary General Meeting, the FCOT Trust Deed will be amended to reflect the FCOT Trust Deed Amendments (whether or not the Trust Scheme Resolution is approved at the Trust Scheme Meeting).

In addition, the Trust 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.

When the Trust Scheme, with or without modifications, becomes effective, it will be binding on all FCOT Unitholders, whether or not they were present in person or by proxy or voted at the Trust Scheme Meeting.

8.2 Convening of the Trust Scheme Meeting

Pursuant to an application by the FCOT Manager and FCOT Trustee made under Order 80 of the Rules of Court, and the Trust Scheme Meeting Court Order, the Court has ordered, amongst other things, that:

- (a) the FCOT Manager and the FCOT Trustee be and are hereby granted liberty to convene the Trust Scheme Meeting on or before 30 April 2020, for the purpose of considering, and if thought fit, approving (with or without modification) the Trust Scheme;
- (b) the FCOT Manager and the FCOT Trustee be and are hereby granted liberty to convene the Trust Scheme Meeting in the manner set out in Appendix I to this Scheme Document;
- (c) in the event the Trust Scheme is approved by a majority in number of the FCOT Unitholders present and voting either in person or by proxy at the Trust Scheme Meeting representing at least three-quarters (75%) in value of the FCOT Units held by such FCOT Unitholders, the FCOT Manager and the FCOT Trustee be and are hereby granted liberty to apply for the Court's approval of the Trust Scheme under Order 80 of the Rules of Court, with such modifications as may be approved at the Trust Scheme Meeting (if any); and
- (d) each of the FCOT Manager and the FCOT Trustee and any FCOT Unitholder shall have liberty to apply for such further or other directions as may be necessary or desirable.

8.3 Notice

The notice of the Trust Scheme Meeting is set out in Appendix K to this Scheme Document. You are requested to take note of the date, time and place of the Trust Scheme Meeting.

LETTER TO FCOT UNITHOLDERS

9. IMPLEMENTATION OF THE TRUST SCHEME

9.1 Application to Court for Sanction

Upon receipt of the approval by the requisite majority of FCOT Unitholders (as stated in Paragraph 4.1 above) present and voting, either in person or by proxy, at the Trust Scheme Meeting, an application will be made to the Court by the FCOT Manager for the Trust Scheme Court Order.

9.2 Procedure for Implementation

If the requisite majority of FCOT Unitholders approve the FCOT Trust Deed Amendments Resolution at the Extraordinary General Meeting and the Trust Scheme Resolution at the Trust Scheme Meeting and the Court sanctions the Trust Scheme by granting the Trust Scheme Court Order, the FLT Manager and the FCOT Manager will (subject to the Scheme Conditions having been satisfied or, as the case may be, waived in accordance with the Implementation Agreement) take the necessary steps to render the Trust Scheme effective and binding, and the following will be implemented:

- (a) the FCOT Units will be transferred to the FLT Trustee as follows:
 - (i) in the case of Entitled FCOT Unitholders (not being depositors), the FCOT Manager shall authorise any person to execute or effect on behalf of all such Entitled FCOT Unitholders an instrument or instruction of transfer of all the FCOT Units held by such Entitled FCOT Unitholders and every such instrument or instruction of transfer so executed shall be effective as if it had been executed by the relevant Entitled FCOT Unitholder; and
 - (ii) in the case of the Entitled FCOT Unitholders (being depositors), the FCOT Manager shall instruct CDP, for and on behalf of such Entitled FCOT Unitholders, to debit, not later than seven (7) Business Days after the Effective Date, all of the FCOT Units standing to the credit of the Securities Accounts of such Entitled FCOT Unitholders and credit all of such FCOT Units to the Securities Accounts of the FLT Trustee;
- (b) from the Effective Date, all existing confirmation notes relating to the FCOT Units held by the Entitled FCOT Unitholders (not being depositors) will cease to be evidence of title of the FCOT Units represented thereby;
- (c) the Entitled FCOT Unitholders (not being depositors) are required to forward their existing confirmation notes relating to their FCOT Units to the Unit Registrar, Boardroom Corporate & Advisory Services Pte. Ltd., at 50 Raffles Place, #32-01, Singapore Land Tower, Singapore 048623 as soon as possible, but not later than seven (7) Business Days after the Effective Date for cancellation; and
- (d) the FLT Trustee and the FLT Manager shall, not later than seven (7) Business Days after the Effective Date, and against the transfer of the FCOT Units set out in Paragraph 9.2(a) above, make payment of the Scheme Consideration to the Entitled FCOT Unitholders in the manner set out in Paragraph 9.3 below.

LETTER TO FCOT UNITHOLDERS

9.3 The Scheme Consideration

(a) The Cash Consideration

The FLT Trustee shall, not later than seven (7) Business Days after the Effective Date, and against the transfer of the FCOT Units set out in Paragraph 9.2(a) above:

(i) Entitled FCOT Unitholders whose FCOT Units are not deposited with CDP

pay each Entitled FCOT Unitholder (not being a depositor) by sending a cheque for the Cash Consideration payable to and made out in favour of such Entitled FCOT Unitholder by ordinary post to his address as appearing in the Register of FCOT Unitholders at the close of business on the Books Closure Date, at the sole risk of such Entitled FCOT Unitholder, or in the case of joint Entitled FCOT Unitholders, to the first named Entitled FCOT Unitholder made out in favour of such Entitled FCOT Unitholder by ordinary post to his address as appearing in the Register of FCOT Unitholders at the close of business on the Books Closure Date, at the sole risk of such joint Entitled FCOT Unitholders; and

(ii) Entitled FCOT Unitholders whose FCOT Units are deposited with CDP

pay each Entitled FCOT Unitholder (being a depositor) by making payment of the Cash Consideration payable to such Entitled FCOT Unitholder to CDP. CDP shall:

(A) in the case of an Entitled FCOT Unitholder (being a depositor) who has registered for CDP's direct crediting service, credit the Cash Consideration payable to such Entitled FCOT Unitholder, to the designated bank account of such Entitled FCOT Unitholder; and

(B) in the case of an Entitled FCOT Unitholder (being a depositor) who has not registered for CDP's direct crediting service, credit the Cash Consideration payable to such Entitled FCOT Unitholder's cash ledger as maintained with CDP.

(b) The Consideration Units

(i) The FLT Trustee shall, not later than seven (7) Business Days after the Effective Date, and against the transfer of the FCOT Units set out in Paragraph 9.2(a) above:

(A) Entitled FCOT Unitholders whose FCOT Units are not deposited with CDP

deliver the confirmation notes for the relevant number of Consideration Units to each Entitled FCOT Unitholder (not being a depositor) by sending to such Entitled FCOT Unitholder the same by ordinary post at his address as appearing in the Register of FCOT Unitholders at the close of business on the Books Closure Date at the sole risk of such Entitled FCOT Unitholder, or in the case of joint Entitled FCOT Unitholders, to the first named Entitled FCOT Unitholder by ordinary post at his address as appearing in the Register of FCOT Unitholders at the close of business on the Books Closure Date, at the sole risk of such joint Entitled FCOT Unitholders; and

LETTER TO FCOT UNITHOLDERS

(B) Entitled FCOT Unitholders whose FCOT Units are deposited with CDP

deliver the confirmation notes for the relevant number of Consideration Units to each Entitled FCOT Unitholder (being a depositor) by sending the same to CDP. CDP shall send to such Entitled FCOT Unitholder a statement showing the number of Consideration Units credited to his Securities Account, by ordinary post at his address (such address as appearing in the Depository Register on the date that such statement is generated) at the sole risk of such Entitled FCOT Unitholder, or in the case of joint Entitled FCOT Unitholders, to the first named Entitled FCOT Unitholder by ordinary post at his address as appearing in the Depository Register on the date that such statement is generated, at the sole risk of such joint Entitled FCOT Unitholders.

- (ii) All mandates or other instructions given by any Entitled FCOT Unitholder relating to the payment of distributions by FCOT or relating to notices, annual report or other communications in force on the Relevant Date shall, unless and until specifically revoked in writing, be deemed on and from the Effective Date to be an effective mandate or, as the case may be, an effective instruction in respect of his corresponding holding of Consideration Units.
- (c) The despatch of payment of the Cash Consideration and delivery of confirmation notes by the FLT Trustee to each Entitled FCOT Unitholder's address and/or CDP (as the case may be) in accordance with this Paragraph 9.3 shall be deemed as a good discharge to FLT, the FLT Manager, the FLT Trustee and CDP of the Cash Consideration and of the Consideration Units represented thereby.
- (d) From the Effective Date, each existing confirmation note representing a former holding of FCOT Units by Entitled FCOT Unitholders (not being depositors) will cease to be evidence of title of the FCOT Units represented thereby. The Entitled FCOT Unitholders (not being depositors) shall forward their existing confirmation notes relating to their FCOT Units to the Unit Registrar, Boardroom Corporate & Advisory Services Pte. Ltd., at 50 Raffles Place, #32-01, Singapore Land Tower, Singapore 048623 as soon as possible, but not later than seven (7) Business Days after the Effective Date for cancellation.

10. CLOSURE OF BOOKS

10.1 Notice of Books Closure Date

Subject to the FCOT Trust Deed Amendments Resolution and the Trust Scheme Resolution being passed and the sanction of the Trust Scheme by the Court, notice of the Books Closure Date will be given in due course for the purposes of determining the entitlements of the FCOT Unitholders to the Scheme Consideration under the Trust Scheme.

The Books Closure Date is expected to be on 2 April 2020 at 5.00 p.m.. The FCOT Manager will make further announcement(s) on the Books Closure Date in due course.

LETTER TO FCOT UNITHOLDERS

10.2 Books Closure Date

No transfer of the FCOT Units where the confirmation notes relating thereto are not deposited with CDP may be effected after the Books Closure Date, unless such transfer is made pursuant to the Trust Scheme.

10.3 Trading in FCOT Units on the SGX-ST

The Trust Scheme is tentatively scheduled to become effective and binding on or about **3 April 2020** and accordingly (assuming the Trust Scheme becomes effective and binding on **3 April 2020**), FCOT is expected to be delisted and removed from the Official List of the SGX-ST after the settlement of the Scheme Consideration. It is therefore expected that, subject to the approval of the SGX-ST, the FCOT Units will cease to be traded on the SGX-ST on or about **31 March 2020** at 5.00 p.m., being two (2) Market Days before the expected Books Closure Date on **2 April 2020** at 5.00 p.m..

FCOT Unitholders (not being depositors) who wish to trade in their FCOT Units on the SGX-ST are required to deposit with CDP their confirmation notes relating to their FCOT Units, together with the duly executed instruments of transfer in favour of CDP, eight (8) Market Days prior to the tentative last day for trading of the FCOT Units.

11. SETTLEMENT AND REGISTRATION PROCEDURES

Subject to the Trust Scheme becoming effective, the following settlement and registration procedures will apply:

(a) FCOT Unitholders whose FCOT Units are not deposited with CDP

Entitlements of Entitled FCOT Unitholders (not being depositors) whose FCOT Units are not deposited with CDP under the Trust Scheme will be determined on the basis of their holdings of FCOT Units appearing in the Register of FCOT Unitholders at 5.00 p.m. on the Books Closure Date. FCOT Unitholders (not being depositors) who have not already registered their holdings of the FCOT Units are requested to take the necessary action to ensure that the FCOT Units owned by them are registered in their names or in the names of their nominees by the Books Closure Date.

From the Effective Date, each existing confirmation note representing a former holding of FCOT Units by the Entitled FCOT Unitholder (not being depositors) will cease to be evidence of title to the FCOT Units represented thereby.

Within seven (7) Business Days of the Effective Date, the FLT Trustee shall make payment of the Scheme Consideration to each Entitled FCOT Unitholder (not being a depositor) based on his holding of the FCOT Units as at 5.00 p.m. on the Books Closure Date.

(b) FCOT Unitholders (being depositors) whose FCOT Units are deposited with CDP

Entitlements of Entitled FCOT Unitholders (being depositors) under the Trust Scheme will be determined on the basis of the number of FCOT Units standing to the credit of their Securities Accounts at 5.00 p.m. on the Books Closure Date. FCOT Unitholders

LETTER TO FCOT UNITHOLDERS

who have not already done so are requested to take the necessary action to ensure that the FCOT Units owned by them are credited to their Securities Accounts by 5.00 p.m. on the Books Closure Date.

Following the Effective Date, CDP will debit all the FCOT Units standing to the credit of each relevant Securities Account of each Entitled FCOT Unitholder (being a depositor) and credit all of such FCOT Units to the Securities Accounts of the FLT Trustee.

Within seven (7) Business Days of the Effective Date, CDP shall, based on the number of FCOT Units standing to the credit of the Securities Account of the Entitled FCOT Unitholders (being depositors) as at 5.00 p.m. on the Books Closure Date:

- (i) make payment of the Cash Consideration of S\$0.151 in cash for each FCOT Unit to the Entitled FCOT Unitholders in such manner as the Entitled FCOT Unitholders have agreed with CDP for payment of any cash distribution; and
- (ii) credit the Securities Accounts of the Entitled FCOT Unitholders with the appropriate number of Consideration Units.

12. OVERSEAS FCOT UNITHOLDERS

12.1 Overseas FCOT Unitholders

The applicability of the Merger and the Trust Scheme to Overseas FCOT Unitholders whose addresses are outside Singapore, as shown on the Register of FCOT Unitholders, or, as the case may be, in the records of CDP, may be affected by the laws of the relevant overseas jurisdictions. Accordingly, all Overseas FCOT Unitholders should inform themselves about, and observe, any applicable legal requirements in their own jurisdictions.

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

12.2 Copies of Scheme Document

Where there are potential restrictions on sending this Scheme Document to any overseas jurisdiction, the FLT Manager and FCOT Manager reserve the right not to send such documents to the FCOT Unitholders in such overseas jurisdiction.

FCOT Unitholders (including Overseas FCOT Unitholders) may obtain copies of this Scheme Document and any related documents during normal business hours and up to the date of the Extraordinary General Meeting and the Trust Scheme Meeting from the Unit Registrar, Boardroom Corporate & Advisory Services Pte. Ltd., at 50 Raffles Place, #32-01, Singapore Land Tower, Singapore 048623. Alternatively, an Overseas FCOT Unitholder may write in to the Unit Registrar at the same address to request for this Scheme Document and any related documents to be sent to an address in Singapore by ordinary post at his own risk, up to three (3) Market Days prior to the date of the Extraordinary General Meeting and the Trust Scheme Meeting.

It is the responsibility of any Overseas FCOT Unitholder who wishes to request for this Scheme Document and any related documents to satisfy himself as to the full observance of the laws of the relevant jurisdiction in that connection, including the obtaining of any governmental or other consent which may be required, and compliance with all necessary

LETTER TO FCOT UNITHOLDERS

formalities or legal requirements. In requesting for this Scheme Document and any related documents or participating in the Merger and the Trust Scheme, the Overseas FCOT Unitholder represents and warrants to the FLT Manager and the FCOT Manager that he is in full observance of the laws of the relevant jurisdiction in that connection, and that he is in full compliance with all necessary formalities or legal requirements.

For the avoidance of doubt, the Merger and the Trust Scheme are being proposed to all the FCOT Unitholders (including the Overseas FCOT 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 Merger and the Trust Scheme are not being proposed in any jurisdiction in which the introduction or implementation of the Merger and the Trust Scheme would not be in compliance with the laws of such jurisdiction.

If any Overseas FCOT Unitholder is in any doubt about his position, he should consult his professional adviser in the relevant jurisdiction.

12.3 Notice

The FLT Manager and the FCOT Manager each reserves the right to notify any matter, including the fact that the Merger and the Trust Scheme have been proposed, to any or all FCOT Unitholders (including Overseas FCOT Unitholders) by announcement to the SGX-ST or paid advertisement in a daily newspaper published and circulated in Singapore, in which case such notice shall be deemed to have been sufficiently given notwithstanding any failure by any FCOT Unitholder (including any Overseas FCOT Unitholders) to receive or see such announcement or advertisement. For the avoidance of doubt, for as long as FCOT remains listed on the SGX-ST, the FCOT Manager will continue to notify all FCOT Unitholders (including Overseas FCOT Unitholders) of any matter relating to the Merger and the Trust Scheme by announcement via SGXNET.

Notwithstanding that such Overseas FCOT Unitholder may not receive the notice of the Extraordinary General Meeting or the Trust Scheme Meeting, he shall be bound by the Trust Scheme if the Trust Scheme becomes effective.

12.4 Foreign Jurisdiction

It is the responsibility of each Overseas FCOT Unitholder to satisfy himself as to the full observance of the laws of the relevant jurisdiction in connection with the Trust Scheme, including the obtaining of any governmental or other consent which may be required, and compliance with all necessary formalities or legal requirements. The Overseas FCOT Unitholder represents and warrants to FLT, FCOT, the FLT Manager and the FCOT Manager that he is in full observance of the laws of the relevant jurisdiction in that connection, and that he is in full compliance with all necessary formalities or legal requirements.

If any Overseas FCOT Unitholder is in any doubt about his position, he should consult his professional adviser in the relevant jurisdiction.

LETTER TO FCOT UNITHOLDERS

13. ACTION TO BE TAKEN BY FCOT UNITHOLDERS

A FCOT Unitholder who has FCOT Units entered against its name in (a) the Register of FCOT Unitholders; or (b) the Depository Register as at the cut-off time, being 72 hours prior to the time of the Extraordinary General Meeting and the time of the Trust Scheme Meeting, as the case may be (being the time at which the name of the FCOT Unitholder must appear in the Register of FCOT Unitholders or the Depository Register, as having FCOT Units entered against its name in the said Registers), shall be entitled to attend, speak and vote, in person or by proxy, at the Extraordinary General Meeting and the Trust Scheme Meeting respectively.

Extraordinary General Meeting

A FCOT Unitholder (who is not a Relevant Intermediary) entitled to attend, speak and vote at the Extraordinary General Meeting may appoint not more than two (2) proxies to attend, speak and vote at the Extraordinary General Meeting in his/her stead. Where a FCOT Unitholder appoints two (2) proxies, the appointments shall be invalid unless he/she specifies the proportion of his/her FCOT Unitholding (expressed as a percentage of the whole) to be represented by each proxy.

A FCOT Unitholder who is a Relevant Intermediary is entitled to appoint more than two (2) proxies to attend, speak and vote instead of the FCOT Unitholder, but each proxy must be appointed to exercise the rights attached to a different FCOT Unit or FCOT Units held by such FCOT Unitholder. Where such FCOT Unitholder appoints more than two (2) proxies, the appointments shall be invalid unless the FCOT Unitholder specifies in the proxy form the number of FCOT Units in relation to which each proxy has been appointed.

Trust Scheme Meeting

A FCOT Unitholder may appoint one (1) (and not more than one (1)) proxy to attend, speak and vote at the Trust Scheme Meeting and may only cast all the votes it uses at the Trust Scheme Meeting in one (1) way, namely either for or against each of the resolution(s) proposed at the Trust Scheme Meeting.

FCOT Unitholders who are unable to attend the Extraordinary General Meeting and/or the Trust Scheme Meeting are requested to complete **both** the enclosed Proxy Form (EGM) and/or Proxy Form (Trust Scheme Meeting) in accordance with the instructions printed thereon and lodge them with the Unit Registrar, Boardroom Corporate & Advisory Services Pte. Ltd., at 50 Raffles Place, #32-01, Singapore Land Tower, Singapore 048623 not less than 72 hours before the time fixed for each of the Extraordinary General Meeting and the Trust Scheme Meeting.

14. INFORMATION RELATING TO CPFIS INVESTORS AND SRS INVESTORS

CPFIS Investors and SRS Investors who wish to attend the Extraordinary General Meeting and/or the Trust Scheme Meeting are advised to consult their respective CPF Agent Banks and SRS Agent Banks for further information and if they are in any doubt as to the action they should take, CPFIS Investors and SRS Investors should seek independent professional advice.

LETTER TO FCOT UNITHOLDERS

15. VOTING ON THE FCOT TRUST DEED AMENDMENTS RESOLUTION AND THE TRUST SCHEME RESOLUTION

15.1 FCOT Trust Deed Amendments Resolution

The FCOT Directors who legally and/or beneficially own FCOT Units as set out in Paragraph 5.4 of Appendix C, being Mr. Bobby Chin Yoke Choong, Mr. Christopher Tang Kok Kai, Ms. Soh Onn Cheng Margaret Jane and Mr. Low Chee Wah, have informed the FCOT Manager that they will **VOTE IN FAVOUR** of the FCOT Trust Deed Amendments Resolution at the Extraordinary General Meeting.

15.2 Trust Scheme Resolution

In accordance with the SIC's rulings as set out in Paragraph 4.2, the FLT Trustee (acting in the capacity as trustee of FLT), the FLT Manager and its concert parties (including, as at the Latest Practicable Date, the Conflicted Directors and the list of persons set out in Paragraph 1.1 of Schedule H to the Offeror's Letter at Appendix B to this Scheme Document) as well as the common substantial FLT Unitholders/FCOT Unitholders will abstain from voting on the Trust Scheme Resolution. The Sponsor, being a common substantial unitholder of FLT and FCOT and a concert party of the FLT Manager, is required to abstain from voting on the Trust Scheme at the Trust Scheme Meeting. Save for the Sponsor, there are no common substantial unitholders of FLT and FCOT. In addition, the FCOT Manager will abstain from voting on the Trust Scheme Resolution pursuant to Rule 748(5) of the Listing Manual.

Accordingly, each of the parties named above shall decline to accept appointment as proxy to attend and vote at the Trust Scheme Meeting in respect of the Trust Scheme Resolution unless the FCOT Unitholder concerned has given specific instructions in his/her/its Proxy Form (Trust Scheme Meeting) as to the manner in which his/her/its votes are to be cast.

The Conflicted Directors who legally and/or beneficially own FCOT Units as set out in Paragraph 5.4 of Appendix C, being Mr. Low Chee Wah and Mr. Christopher Tang Kok Kai, are required to abstain from voting on the Trust Scheme at the Trust Scheme Meeting. The nature of the conflict in respect of such Conflicted Directors is further elaborated on in Paragraph 17.1(a) below.

All of the FCOT Independent Directors who legally and/or beneficially own FCOT Units, as set out in Paragraph 5.4 of Appendix C, have informed the FCOT Manager that they will **VOTE IN FAVOUR** of the Trust Scheme Resolution at the Trust Scheme Meeting.

16. INDEPENDENT FINANCIAL ADVISER TO THE FCOT INDEPENDENT DIRECTORS AND TO THE FCOT TRUSTEE

16.1 Appointment of FCOT IFA

Evercore Asia (Singapore) Pte. Ltd. has been appointed as the independent financial adviser pursuant to Rule 1309(2) of the Listing Manual as well as to advise the FCOT Independent Directors and the FCOT Trustee on the terms of the Trust Scheme, in compliance with the provisions of the Code.

FCOT Unitholders should consider carefully the recommendation of the FCOT Independent Directors and the advice of the FCOT IFA to the FCOT Independent Directors and to the FCOT Trustee before deciding whether or not to vote in favour of the Trust Scheme.

LETTER TO FCOT UNITHOLDERS

The advice of the FCOT IFA in relation to the Trust Scheme is set out in the FCOT IFA Letter as set out in Appendix A to this Scheme Document.

16.2 FCOT IFA Opinion on the Trust Scheme

After having regard to the considerations set out in the FCOT IFA Letter, and based on the information available to the FCOT IFA as at the Latest Practicable Date, the FCOT IFA has given its advice (an extract of which is reproduced in italics below) in respect of the Trust Scheme pursuant to the Rule 1309(2) of the Listing Manual as well as to the FCOT Independent Directors and the FCOT Trustee in compliance with the provisions of the Code.

FCOT Unitholders should read the following extract in conjunction with, and in the context of, the FCOT IFA Letter in its entirety as set out in Appendix A to this Scheme Document.

“In arriving at our opinion on whether, as of the IFA Reference Date, the Scheme Consideration is fair and reasonable from a financial point of view and our advice to the FCOT Independent Directors and the FCOT Trustee, we have considered the financial and other information that have been made available to us, and have taken into consideration, inter alia, the following factors:

General

- (a) the transaction is by way of a Trust Scheme, under which if effected, each FCOT Unitholder will be entitled to receive the Scheme Consideration which comprises a fixed scrip consideration of 1.233 Consideration Units per FCOT Unit and a fixed Cash Consideration of S\$0.151 per FCOT Unit;*
- (b) on the date which the Trust Scheme becomes effective, FCOT Group will become part of an Enlarged REIT and FCOT Group will be delisted from the Official List of the SGX-ST shortly thereafter;*
- (c) FCOT Units and the FLT Units have adequate liquidity and research analyst coverage. The historical unit price of FCOT Units and FLT Units provide a reasonable basis against which the Scheme Consideration can be compared against;*
- (d) Ernst & Young LLP has rendered an unqualified opinion after conducting their audit in accordance with the 805 Audit;*

Scheme Consideration

- (e) the Scheme Consideration represents a premium of approximately 0.60 per cent over the UUPD closing price of FCOT Units and a premium of approximately 3.57 per cent, 3.09 per cent, 3.54 per cent and 8.21 per cent over the VWAP of FCOT Units for the 1-month, 3-month, 6-month and 12-month periods prior to and including the UUPD respectively;*
- (f) the Scheme Consideration implied P/NAV of FCOT Units of 1.026x is higher than the P/NAV of FCOT Units of 1.025x as at the UUPD and the mean-median P/NAV range of FCOT Units for the 1-month and 12-month periods prior to and including the UUPD but lower than the mean-median P/NAV range of FCOT Units for the 3-month and 6-month periods prior to and including the UUPD;*

LETTER TO FCOT UNITHOLDERS

- (g) *the Scheme Consideration implied LTM Distribution Yield of FCOT Units of 5.71 per cent is lower than the LTM Distribution Yield of FCOT Units of 5.75 per cent on the UUPD and the mean-median LTM Distribution Yield range of FCOT Units for the 1-month, 3-month, 6-month and 12-month periods prior to and including the UUPD;*
- (h) *the Scheme Consideration implied P/NAV multiple of FCOT Units of 1.026x is higher than the mean-median P/NAV range of the Selected Singapore-Listed Office REITs⁽⁴²⁾ as of the IFA Reference Date;*
- (i) *the Scheme Consideration implied LTM Distribution Yield of FCOT Units of 5.71 per cent is higher than the mean-median LTM Distribution Yield range of the Selected Singapore-Listed Office REITs⁽⁴²⁾ as of the IFA Reference Date;*
- (j) *the premium over the 12-month VWAP of FCOT Units as implied by the Scheme Consideration is within the mean-median range of the equivalent premium offered in the Precedent Transactions⁽⁴³⁾. However, the premia over the UUPD closing price, 1-month VWAP, 3-month VWAP and 6-month VWAP of FCOT Units respectively as implied by the Scheme Consideration are lower than the mean-median range of the equivalent premia offered in the Precedent Transactions;*
- (k) *the price of FCOT Units have increased by 4.38 per cent from 1 November 2019 to the UUPD (27 November 2019). This increase in price of FCOT Units has resulted in the Scheme Consideration implied premium to FCOT Unit price on the UUPD of 0.60 per cent to be lower than the Scheme Consideration implied premium to the FCOT Unit 1-month, 3-month, 6-month and 12-month VWAP of 3.57 per cent, 3.09 per cent, 3.54 per cent and 8.21 per cent respectively;*
- (l) *the premium to the FCOT Unit NAV⁽⁴⁴⁾ of 3.11 per cent is lower than the mean and median range of 6.96 per cent to 10.99 per cent as implied by the Precedent Transactions*
- (m) *the Scheme Consideration of S\$1.680 is within the mean-median range of the latest analyst research target prices as of the UUPD;*

Consideration Unit Price

- (n) *the Consideration Unit Price is equal to the UUPD closing price of FLT Units as well as the VWAP of FLT Units for the 1-month period prior to and including the UUPD and represents a premium of 0.25 per cent, 1.77 per cent and 5.81 per cent over the VWAP of FLT Units for the 3-month, 6-month and 12-month periods prior to and including the UUPD respectively;*

⁽⁴²⁾ Selected REITs listed on the Singapore Stock Exchange which have market capitalisations of greater than S\$1 billion and are engaged in office real estate investments, comprising CapitaLand Commercial Trust ("CCT"), Suntec REIT ("Suntec") and Keppel REIT ("KREIT").

⁽⁴³⁾ Selected precedent transactions with respect to the combination of SGX-ST listed REITs ("S-REITs") involving scrip as the primary transaction consideration, comprising the merger of Ascendas Hospitality Trust ("AHT") and Ascott Residence Trust ("ART"), the merger of OUE Hospitality Trust ("OUE-H") and OUE Commercial REIT ("OUE-C") and the merger of Viva Industrial Trust ("VIT") and ESR-REIT ("ESR").

⁽⁴⁴⁾ NAV as at 30 September 2019, which is the latest reported NAV prior to the UUPD.

LETTER TO FCOT UNITHOLDERS

- (o) *the Consideration Unit Price implied P/NAV of FLT Units of 1.324x is higher than the P/NAV of FLT Units of 1.293x as at the UUPD and the mean-median P/NAV range of FLT Units for the 12-month period prior to and including the UUPD but is within the mean-median P/NAV range of FLT Units for the 1-month period prior to and including the UUPD and lower than the mean-median P/NAV range of FLT Units for the 3-month and 6-month periods prior to and including the UUPD;*
- (p) *the Consideration Unit Price implied LTM Distribution Yield of FLT Units of 5.48 per cent is higher than the LTM Distribution Yield of FLT Units of 5.47 per cent as at the UUPD and the mean-median LTM Distribution Yield range of FLT Units for the 1-month and 3-month periods prior to and including the UUPD but lower than the mean-median LTM Distribution Yield range of FLT Units for the 6-month and 12-month periods prior to and including the UUPD;*
- (q) *the Consideration Unit Price implied P/NAV multiple of FLT Units of 1.324x is lower than the mean-median P/NAV range of the Selected Singapore-Listed Logistics/Industrial REITs⁽⁴⁵⁾ as of the IFA Reference Date;*
- (r) *the Consideration Unit Price implied LTM Distribution Yield of FLT Units of 5.48 per cent is within the mean-median LTM Distribution Yield range of the Selected Singapore-Listed Logistics/Industrial REITs⁽⁴⁵⁾ as of the IFA Reference Date;*
- (s) *the Consideration Unit Price of S\$1.240 is lower than the mean-median range of the latest analyst research target prices as of the UUPD;*

Exchange Ratio

- (t) *the Gross Exchange Ratio of 1.355x is higher than the exchange ratio of 1.316x implied by the average daily VWAP of FCOT Units and FLT Units for the period of 24 months prior to and including the UUPD. Moreover, the Gross Exchange Ratio is higher than the exchange ratio implied by the closing price of FCOT Units and FLT Units on the UUPD as well as the exchange ratio implied by the 1-day, 1-month, 3-month, 6-month, 12-month and 24-month VWAP of FCOT Units and FLT Units as of the UUPD;*
- (u) *the Net Exchange Ratio of 1.233x is higher than the adjusted exchange ratio⁽⁴⁶⁾ of 1.181x implied by the average daily VWAP of FCOT Units and FLT Units for the period of 24 months prior to and including the UUPD. Furthermore, the Net Exchange Ratio is higher than the adjusted exchange ratio⁽⁴⁶⁾ implied by the closing price of FCOT Units and FLT Units on the UUPD as well as the adjusted exchange ratio⁽⁴⁶⁾ implied by the 1-month, 3-month, 6-month, 12-month, and 24-month VWAP of FCOT Units and FLT Units as of the UUPD;*

⁽⁴⁵⁾ Selected companies listed on the Singapore Stock Exchange which have market capitalisations of greater than S\$1 billion and are engaged in logistics/industrial real estate investments, comprising Ascendas REIT ("A-REIT"), Mapletree Logistics Trust ("MLT"), Mapletree Industrial Trust ("MINT"), Cromwell REIT EUR ("Cromwell") and ESR-REIT ("ESR").

⁽⁴⁶⁾ Retrospectively adjusted to account for cash consideration. Adjusted Exchange Ratio = (FCOT Unit Price - Cash Consideration) / FLT Unit Price.

LETTER TO FCOT UNITHOLDERS

Cash Component

- (v) *the cash component of the Scheme Consideration, which is set at 9.00 per cent, is on the higher end of the 5.00 to 10.00 per cent cash component range of Selected Precedent Transactions for S-REITs. The cash component provides flexibility to FCOT Unitholders who can choose to either reinvest in the enlarged entity or treat the Cash Consideration as a partial realisation of their investment;*

Other Considerations

- (w) *we have considered the fact that, as part of the Scheme Consideration, FCOT Unitholders will be receiving Consideration Units at a higher P/NAV multiple of 1.324x (being the P/NAV multiple of FLT Units as implied by the Consideration Unit Price) as compared to the Scheme Consideration implied P/NAV multiple of FCOT Units of 1.026x. Assuming that the Merger and the Proposed Asset Acquisition had been completed on 30 September 2019, the pro forma NAV per FCOT Unit would be S\$1.413, which represents a 13.26 per cent dilution against the NAV per FCOT Unit of S\$1.629 reported by FCOT Group as at 30 September 2019. In addition, taking into account the NPI contribution of FCOT Group and FLT Group from a geographical perspective, FCOT Unitholders, being part of the Enlarged REIT, will have increased exposure to Australia and new exposure to Europe. This may lead to FCOT Unitholders facing increased foreign exchange exposure. However, we have also taken into account the following factors which we consider to have a bearing on our assessment of the Trust Scheme from a financial perspective:*
- i. the higher P/NAV of FLT Units as implied by the Consideration Unit Price is in line with the P/NAV of Selected Singapore-Listed Logistics/Industrial REITs as outlined on page 55 of this Letter. The P/NAV multiple as implied by the Consideration Unit Price is also lower than the average P/NAV multiple of 1.370x as implied by the corresponding unit issue prices of selected private placements and rights issues of Selected Singapore-Listed Logistics/Industrial REITs⁽⁴⁷⁾;*
 - ii. the DPU for the financial year ended 30 September 2019 is expected to increase from 9.60 Singapore cents to 10.00 Singapore cents, translating to a DPU accretion of 4.2 per cent for FCOT Unitholders on a pro forma basis;*
 - iii. FLT Group's distributable income has historically been less dependent on capital distributions from divestment/disposal gain as compared to FCOT Group as set out on pages 60 to 61 of this Letter;*
 - iv. we observe that FCOT Group's NPI contribution from overseas assets has historically been increasing as FCOT Manager sought to increase exposure to geographical markets outside of Singapore to increase growth and diversification. In August 2015, FCOT Group completed the acquisition of a 100.00 per cent stake in 357 Collins located in Melbourne. In January 2018, FCOT Group completed the acquisition of a 50.00 per cent stake in Farnborough Business Park located in the United Kingdom. In August 2018, FCOT Group completed the divestment of a 100.00 per cent stake in 55 Market Street located in Singapore. In June 2019,*

⁽⁴⁷⁾ Refers to the rights issue of A-REIT announced on 1 November 2019 issued at a P/NAV of 1.234x, private placement of MLT announced on 1 November 2019 issued at a P/NAV of 1.386x, private placement of MINT announced on 25 September 2019 issued at a P/NAV of 1.490x.

LETTER TO FCOT UNITHOLDERS

FCOT Group declined to exercise its ROFR in respect of the 50.00 per cent stake in Frasers Tower located in Singapore. As such, given FCOT Group's historical track record of increasing overseas exposure, FCOT Unitholders may continue to face increased foreign exchange exposure even if the Merger is not completed;

- v. as disclosed in the Scheme Document, the completion of the Trust Scheme will result in the creation of one of the largest S-REITs with total market capitalisation of approximately S\$4.2 billion⁽⁴⁸⁾. The Enlarged REIT may potentially experience an increase in visibility within the S-REIT universe, its relevance amongst the investor community, trading liquidity, investor base and analyst coverage, possibly leading to a positive re-rating of the Enlarged REIT. The Merger would also allow FCOT Unitholders to leverage on FLT's inclusion in the FTSE EPRA/NAREIT Index; and*
- vi. as disclosed in the Scheme Document, the Trust Scheme may also potentially provide FCOT Unitholders with asset base diversification, tenant diversification, enhanced portfolio resilience, a larger capital base as well as the expanded investment mandate of the FLT Manager as disclosed in the Scheme Document and lower management fees; and*
- (x) the FCOT Independent Directors have advised Evercore that no competing offers for FCOT Units have been received as of the IFA Reference Date.*

⁽⁴⁸⁾ *Illustrative market capitalisation of the Enlarged REIT calculated as (i) the sum of (a) the number of FLT Units outstanding as at the IFA Reference Date; (b) the number of FLT Units to be issued to satisfy the portion of Scheme Consideration in FLT Units; (c) the number of FLT Units to be issued as consideration for the acquisition fee for the Merger; and (d) the number of FLT Units to be issued as consideration for the acquisition fee for the Proposed Asset Acquisition, and (ii) multiplied by the issue price of S\$1.240 per FLT Unit.*

LETTER TO FCOT UNITHOLDERS

Tables 15 and 16 below summarize the abovementioned key financial analyses performed.

Table 15: Summary Analysis of the Scheme Consideration

	Units	Min	Max	Mean ⁽¹⁾	Median ⁽¹⁾	Closing Price Metrics	Scheme Consideration ⁽²⁾	Transaction Parameters Relative to:		
								Min-Max Range	Mean-Median Range ⁽¹⁾	Closing Price
Historical Trading Range of FCOT Units⁽³⁾										
IFA Ref Date: 6 Feb 2020 (Intraday)	S\$	1.650	1.680	NA	NA	1.680	1.680	Within	NA	Equal
From the JAD up to the IFA Ref Date	S\$	1.620	1.730	VWAP = 1.661	NA	NA	1.680	Within	Higher	NA
UUPD: 27 Nov 2019 (Intraday)	S\$	1.630	1.670	NA	NA	1.670	1.680	Higher	NA	Higher
1-mth Prior to & Including the UUPD	S\$	1.590	1.670	VWAP = 1.622	NA	NA	1.680	Higher	Higher	NA
3-mths Prior to & Including the UUPD	S\$	1.590	1.710	VWAP = 1.630	NA	NA	1.680	Within	Higher	NA
6-mths Prior to & Including the UUPD	S\$	1.480	1.710	VWAP = 1.623	NA	NA	1.680	Within	Higher	NA
12-mths Prior to & Including the UUPD	S\$	1.350	1.710	VWAP = 1.552	NA	NA	1.680	Within	Higher	NA
P/NAV Multiples of FCOT Units⁽⁴⁾										
IFA Ref Date: 6 Feb 2020 (Intraday)	x	1.008x	1.026x	NA	NA	1.026x	1.026x	Within	NA	Equal
From the JAD up to the IFA Ref Date	x	0.996x	1.049x	1.014x	1.013x	NA	1.026x	Within	Higher	NA
UUPD: 27 Nov 2019 (Intraday)	x	1.000x	1.025x	NA	NA	1.025x	1.026x	Higher	NA	Higher
1-mth Prior to & Including the UUPD	x	0.982x	1.025x	0.997x	0.994x	NA	1.026x	Higher	Higher	NA
3-mths Prior to & Including the UUPD	x	0.982x	1.104x	1.034x	1.045x	NA	1.026x	Within	Lower	NA
6-mths Prior to & Including the UUPD	x	0.949x	1.104x	1.034x	1.045x	NA	1.026x	Within	Lower	NA
12-mths Prior to & Including the UUPD	x	0.839x	1.104x	0.974x	0.962x	NA	1.026x	Within	Higher	NA
LTM Distribution Yield of FCOT Units⁽⁵⁾										
IFA Ref Date: 6 Feb 2020 (Intraday)	%	5.71%	5.82%	NA	NA	5.71%	5.71%	Within	NA	Equal
From the JAD up to the IFA Ref Date	%	5.61%	5.89%	5.80%	5.82%	NA	5.71%	Within	Lower	NA
UUPD: 27 Nov 2019 (Intraday)	%	5.75%	5.89%	NA	NA	5.75%	5.71%	Lower	NA	Lower
1-mth Prior to & Including the UUPD	%	5.75%	6.00%	5.91%	5.93%	NA	5.71%	Lower	Lower	NA
3-mths Prior to & Including the UUPD	%	5.65%	6.00%	5.89%	5.89%	NA	5.71%	Within	Lower	NA
6-mths Prior to & Including the UUPD	%	5.65%	6.44%	5.93%	5.89%	NA	5.71%	Within	Lower	NA
12-mths Prior to & Including the UUPD	%	5.65%	7.11%	6.28%	6.36%	NA	5.71%	Within	Lower	NA
Trading Multiples of Selected Singapore-Listed Office REITs										
P/NAV Multiples ⁽⁶⁾	x	0.848x	1.095x	0.954x	0.918x	NA	1.026x	Within	Higher	NA
LTM Distribution Yield ⁽⁷⁾	x	4.35%	5.25%	4.68%	4.44%	NA	5.71%	Higher	Higher	NA
Precedent Transactions of Selected S-REIT Mergers										
Premium over Transaction UUPD	%	1.60%	11.46%	6.99%	7.90%	NA	0.60%	Lower	Lower	NA
Premium over 1-Month VWAP	%	3.00%	13.80%	8.23%	7.90%	NA	3.57%	Within	Lower	NA
Premium over 3-Month VWAP	%	4.50%	19.03%	10.88%	9.10%	NA	3.09%	Lower	Lower	NA
Premium over 6-Month VWAP	%	4.50%	24.20%	11.80%	6.70%	NA	3.54%	Lower	Lower	NA
Premium over 12-Month VWAP	%	0.40%	31.89%	12.46%	5.10%	NA	8.21%	Within	Within	NA
Premium to NAV	%	(0.40%)	26.40%	10.99%	6.96%	NA	3.11%	Within	Lower	NA
Research Analyst Target Prices for FCOT Units										
Target Prices (As of UUPD)	S\$	1.520	1.760	1.668	1.700	NA	1.680	Within	Within	NA

Legend
Green = Favourable
Red = Unfavourable

Source: FactSet, Company Filings

- (1) Mean-Median Range for historical trading range of FCOT Units reflects the VWAP for the respective periods. The VWAP is weighted based on the volume of FCOT Units traded and the corresponding transacted prices of the FCOT Units for market days in the reference periods.
- (2) Scheme Consideration of S\$1.680 or metrics based on the Scheme Consideration.
- (3) Unit price and VWAP figures shown are rounded to the nearest three decimal places. No adjustments to unit prices and VWAP figures have been made for stock splits, rights issues, dividends, bonus issues or other corporate transactions in each respective reference period.
- (4) The P/NAV of FCOT Units is calculated based on the latest reported NAV per FCOT Unit as at each reference date. NAV per unit is calculated using the total number of units issued at the end of the reporting period.
- (5) The LTM Distribution Yield of FCOT Units is calculated based on the latest reported LTM DPU of FCOT Units as at each reference date. LTM DPU is the aggregate of the DPU in the most recent 4 quarters (if distributions are made quarterly) or the aggregate of the DPU in the most recent 2 semiannual periods (if distributions are made semiannually). DPU is calculated using the total number of units issued and issuable at the end of the reporting period.
- (6) P/NAV is calculated based on the latest reported NAV per unit as at each reference date. NAV per unit is calculated using the total number of units issued at the end of the reporting period.
- (7) The LTM Distribution Yield of is calculated based on the latest reported LTM DPU as at each reference date. LTM DPU is the aggregate of the DPU in the most recent 4 quarters (if distributions are made quarterly) or the aggregate of the DPU in the most recent 2 semiannual periods (if distributions are made semiannually). DPU is calculated using the total number of units issued and issuable at the end of the reporting period.

LETTER TO FCOT UNITHOLDERS

Table 16: Summary Analysis of the Consideration Unit Price

	Units	Min	Max	Mean ⁽¹⁾	Median ⁽¹⁾	Closing Price Metrics	Consideration Unit Price ⁽²⁾	Transaction Parameters Relative to:		
								Min-Max Range	Mean-Median Range ⁽¹⁾	Closing Price
Historical Trading Range of FLT Units⁽³⁾										
IFA Ref Date: 6 Feb 2020 (Intraday)	S\$	1.250	1.280	NA	NA	1.270	1.240	Lower	NA	Lower
From the JAD up to the IFA Ref Date	S\$	1.180	1.290	VWAP = 1.225	NA	NA	1.240	Within	Higher	NA
UUPD: 27 Nov 2019 (Intraday)	S\$	1.230	1.250	NA	NA	1.240	1.240	Within	NA	Equal
1-mth Prior to & Including the UUPD	S\$	1.190	1.280	VWAP = 1.240	NA	NA	1.240	Within	Equal	NA
3-mths Prior to & Including the UUPD	S\$	1.180	1.290	VWAP = 1.237	NA	NA	1.240	Within	Higher	NA
6-mths Prior to & Including the UUPD	S\$	1.140	1.300	VWAP = 1.218	NA	NA	1.240	Within	Higher	NA
12-mths Prior to & Including the UUPD	S\$	1.010	1.300	VWAP = 1.172	NA	NA	1.240	Within	Higher	NA
P/NAV Multiples of FLT Units⁽⁴⁾										
IFA Ref Date: 6 Feb 2020 (Intraday)	x	1.303x	1.335x	NA	NA	1.324x	1.324x	Within	NA	Equal
From the JAD up to the IFA Ref Date	x	1.230x	1.324x	1.277x	1.282x	NA	1.324x	Higher	Higher	NA
UUPD: 27 Nov 2019 (Intraday)	x	1.282x	1.303x	NA	NA	1.293x	1.324x	Higher	NA	Higher
1-mth Prior to & Including the UUPD	x	1.251x	1.436x	1.331x	1.293x	NA	1.324x	Within	Within	NA
3-mths Prior to & Including the UUPD	x	1.251x	1.459x	1.377x	1.391x	NA	1.324x	Within	Lower	NA
6-mths Prior to & Including the UUPD	x	1.251x	1.459x	1.364x	1.363x	NA	1.324x	Within	Lower	NA
12-mths Prior to & Including the UUPD	x	1.134x	1.459x	1.311x	1.317x	NA	1.324x	Within	Higher	NA
LTM Distribution Yield of FLT Units⁽⁵⁾										
IFA Ref Date: 6 Feb 2020 (Intraday)	%	5.29%	5.42%	NA	NA	5.34%	5.48%	Higher	NA	Higher
From the JAD up to the IFA Ref Date	%	5.34%	5.74%	5.53%	5.51%	NA	5.48%	Within	Lower	NA
UUPD: 27 Nov 2019 (Intraday)	%	5.42%	5.51%	NA	NA	5.47%	5.48%	Within	NA	Higher
1-mth Prior to & Including the UUPD	%	5.31%	5.65%	5.44%	5.47%	NA	5.48%	Within	Higher	NA
3-mths Prior to & Including the UUPD	%	5.22%	5.65%	5.44%	5.44%	NA	5.48%	Within	Higher	NA
6-mths Prior to & Including the UUPD	%	5.18%	5.86%	5.51%	5.52%	NA	5.48%	Within	Lower	NA
12-mths Prior to & Including the UUPD	%	5.18%	6.41%	5.71%	5.66%	NA	5.48%	Within	Lower	NA
Trading Multiples of Selected Singapore-Listed Logistics/Industrial REITs										
P/NAV Multiples ⁽⁶⁾	x	1.093x	1.785x	1.460x	1.526x	NA	1.324x	Within	Lower	NA
LTM Distribution Yield ⁽⁷⁾	x	4.25%	7.12%	5.49%	4.75%	NA	5.48%	Within	Within	NA
Research Analyst Target Prices for FLT Units										
Target Prices (As of UUPD)	S\$	1.150	1.400	1.260	1.280	NA	1.240	Within	Lower	NA

Legend
Green = Favourable
Red = Unfavourable

Source: FactSet, Company Filings

- (1) Mean-Median Range for historical trading range of FLT Units reflects the VWAP for the respective periods. The VWAP is weighted based on the volume of FLT Units traded and the corresponding transacted prices of the FLT Units for market days in the reference periods.
- (2) Consideration Unit Price of S\$1.240 or metrics implied by the Consideration Unit Price.
- (3) Unit price and VWAP figures shown are rounded to the nearest three decimal places. No adjustments to unit prices and VWAP figures have been made for stock splits, rights issues, dividends, bonus issues or other corporate transactions in each respective reference period.
- (4) The P/NAV of FLT Units is calculated based on the latest reported NAV/FLT Unit as at each reference date. NAV per unit is calculated using the total number of units issued at the end of the reporting period.
- (5) The LTM Distribution Yield of FLT Units is calculated based on the latest reported LTM DPU of FLT Units as at each reference date. LTM DPU is the aggregate of the DPU in the most recent 4 quarters (if distributions are made quarterly) or the aggregate of the DPU in the most recent 2 semiannual periods (if distributions are made semiannually). DPU is calculated using the total number of units issued and issuable at the end of the reporting period.
- (6) P/NAV is calculated based on the latest reported NAV per unit as at each reference date. NAV per unit is calculated using the total number of units issued at the end of the reporting period.
- (7) LTM Distribution Yield of is calculated based on the latest reported LTM DPU as at each reference date. LTM DPU is the aggregate of the DPU in the most recent 4 quarters (if distributions are made quarterly) or the aggregate of the DPU in the most recent 2 semiannual periods (if distributions are made semiannually). DPU is calculated using the total number of units issued and issuable at the end of the reporting period.

Based upon, and subject to the foregoing, we are of the opinion that as of the IFA Reference Date, from a financial point of view, the Scheme Consideration is fair and reasonable.

Accordingly, we advise the FCOT Independent Directors to recommend FCOT Unitholders to vote in favour of the Trust Scheme.”

LETTER TO FCOT UNITHOLDERS

In rendering the above opinion pursuant to Listing Rule 1309(2) as well as to the FCOT Independent Directors and the FCOT Trustee in compliance with the provisions of the Code, the FCOT IFA has not had regard to any general or specific investment objectives, financial situations, risk profiles, tax status or positions or particular needs or constraints or other particular circumstances of any FCOT Unitholder and do not assume any responsibility for, nor hold themselves out as advisors to, any person other than the FCOT Independent Directors and the FCOT Trustee.

17. RECOMMENDATIONS BY FCOT DIRECTORS

17.1 Independence

- (a) The SIC has ruled that the Conflicted Directors are exempted from the requirements to make a recommendation on the Trust Scheme to the FCOT Unitholders as they face irreconcilable conflicts of interest.
 - (i) Mr. Chia Khong Shoong is a Non-Executive and Non-Independent Director of the FLT Manager, the Group Chief Corporate Officer of the Sponsor as well as a director of various subsidiaries of the Sponsor. Mr. Chia holds 220,000 FLT Units.
 - (ii) Mr. Christopher Tang Kok Kai is a Non-Executive and Non-Independent Director of Frasers Centrepoint Asset Management Ltd., which is the manager of Frasers Centrepoint Trust and a wholly-owned subsidiary of the Sponsor, and the director of various other subsidiaries of the Sponsor. Mr. Tang was also the Chief Executive Officer, Frasers Property Singapore until 31 December 2019. Mr. Tang holds 112,700 FLT Units.
 - (iii) Mr. Low Chee Wah is Chief Executive Officer of the Retail Division of the Sponsor, and a Non-Executive and Non-Independent Director of Frasers Centrepoint Asset Management Ltd., which is the manager of Frasers Centrepoint Trust and a wholly-owned subsidiary of the Sponsor. He is also a director of various subsidiaries of the Sponsor.
- (b) Nonetheless, the Conflicted Directors will, together with the other FCOT Directors, still assume responsibility for the accuracy of the facts stated and the completeness of the information given by the FCOT Manager to the FCOT Unitholders of the Trust Scheme, including information contained in announcements and documents issued by or on behalf of FCOT in connection with the Trust Scheme.
- (c) Save for the Conflicted Directors, all the other FCOT Directors consider themselves independent for the purposes of making a recommendation on the Trust Scheme to the FCOT Unitholders.

17.2 Recommendation on the FCOT Trust Deed Amendments and the Trust Scheme

Having regard to the above and the rationale for the FCOT Trust Deed Amendments as set out in Paragraph 2.4 of the Letter to FCOT Unitholders, the FCOT Directors are of the opinion that the FCOT Trust Deed Amendments would be beneficial to, and be in the interests of FCOT.

LETTER TO FCOT UNITHOLDERS

Accordingly, the FCOT Directors recommend that FCOT Unitholders **VOTE IN FAVOUR** of the FCOT Trust Deed Amendments Resolution at the Extraordinary General Meeting.

Further, the FCOT Independent Directors, having considered carefully the terms of the Trust Scheme, the advice given by the FCOT IFA in the FCOT IFA Letter and having taken into account the various factors set out in the FCOT IFA Letter (an extract of which is set out in Paragraph 16.2 above), including the FCOT Independent Audit Opinion, recommend that FCOT Unitholders **VOTE IN FAVOUR** of the Trust Scheme at the Trust Scheme Meeting.

The FCOT Unitholders are reminded that upon the Trust Scheme becoming effective in accordance with its terms, it will be binding on all FCOT Unitholders, whether or not they attended or voted at the Trust Scheme Meeting, and, if they attended and voted at the Trust Scheme Meeting, whether or not they voted in favour of the Trust Scheme.

The FCOT Unitholders should also be aware and note that there is no assurance that the trading volumes and market prices of the FCOT Units will be maintained at the current levels prevailing as at the Latest Practicable Date if the Trust Scheme does not become effective and binding for whatever reason. The FCOT Unitholders should also be aware and note that there is currently no certainty that the Trust Scheme will become effective and binding.

The FCOT Unitholders should read and consider carefully this Scheme Document in its entirety, and in particular the advice of the FCOT IFA set out in the FCOT IFA Letter as set out in Appendix A to this Scheme Document, before deciding whether or not to vote in favour of the Trust Scheme.

17.3 Additional Considerations for FCOT Unitholders

The FCOT Independent Directors advise FCOT Unitholders, in deciding whether or not to vote in favour of the Trust Scheme, to carefully consider the advice of the FCOT IFA and in particular, the various considerations highlighted by the FCOT IFA in the FCOT IFA Letter as set out in Appendix A to this Scheme Document.

The FCOT IFA Letter should not be relied on by FCOT Unitholders as the sole basis for deciding whether to vote in favour of or against the Trust Scheme, but should be read together with the rest of the Scheme Document, including the above recommendation.

The trading of the FCOT Units is subject to, amongst other things, the performance and prospects of the FCOT Group, prevailing economic conditions, economic outlook, stock market conditions and sentiments.

FCOT Unitholders should be aware that market, economic, financial, industry, monetary, regulatory and other conditions may change over a relatively short period of time. FCOT Unitholders may wish to take note of any announcements which may be released after the date of the FCOT IFA Letter.

FCOT Unitholders who wish to realise their investments in the FCOT Group can choose to sell their FCOT Units in the open market if they can obtain a price higher than the Scheme Consideration (after deducting transaction costs) and provided there is no trading halt or suspension of the FCOT Units on the Main Board of the SGX-ST.

LETTER TO FCOT UNITHOLDERS

In giving the above recommendation, the FCOT Independent Directors have not had regard to the specific objectives, financial situation, tax position, tax status, risk profiles or particular needs and constraints and circumstances of any individual FCOT Unitholder.

As each FCOT Unitholder would have different investment objectives and profiles, the FCOT Independent Directors recommend that any individual FCOT Unitholder who may require advice in the context of his specific investment objectives or portfolio should consult his stockbroker, bank manager, solicitor, accountant, tax adviser or other professional adviser immediately.

FCOT Unitholders should also refer to the FCOT Independent Audit Opinion as set out in Appendix G to this Scheme Document.

18. CONSENTS

18.1 General

WongPartnership LLP, Shook Lin & Bok LLP, DBS Bank Ltd. and the Unit Registrar have each given and have not withdrawn their respective written consents to the issue of this Scheme Document with the inclusion herein of their names and all the references to their names in the form and context in which they respectively appear in this Scheme Document.

18.2 FCOT IFA

The FCOT IFA has given and has not withdrawn its written consent to the issue of this Scheme Document with the inclusion herein of its name, the FCOT IFA Letter as set out in Appendix A to this Scheme Document, the review report on the unaudited consolidated financial statements of the FCOT Group for 1Q FY2020 set out in Appendix F to this Scheme Document and all references to its name in the form and context in which it appears in this Scheme Document.

18.3 FCOT Independent Auditors

The FCOT Independent Auditors have given and have not withdrawn their written consent to the issue of this Scheme Document with the inclusion herein of their name and the FCOT Independent Audit Opinion set out in Appendix G to this Scheme Document, and all references to their name in the form and context in which they appear in this Scheme Document.

18.4 FCOT Auditors

The FCOT Auditors have given and have not withdrawn their written consent to the issue of this Scheme Document with the inclusion herein of their name and the review report on the unaudited consolidated financial statements of the FCOT Group for 1Q FY2020 as set out in Appendix F to this Scheme Document, and all references to their name in the form and context in which they appear in this Scheme Document.

LETTER TO FCOT UNITHOLDERS

19. RESPONSIBILITY STATEMENT

FCOT Directors

The FCOT Directors collectively and individually accept full responsibility for the accuracy of the information given in this Scheme Document (other than the information in Appendices A, B and G to this Scheme Document, and any information relating to or opinions expressed by FLT and/or the FLT Manager, the FLT Auditors, the FCOT Independent Auditors and/or the FCOT IFA) and confirm after making all reasonable enquiries that, to the best of their knowledge and belief, this Scheme Document constitutes full and true disclosure of all material facts about the Merger, the Trust Scheme, the FCOT Group, and the FCOT Manager, and the FCOT Directors are not aware of any facts the omission of which would make any statement in this Scheme Document misleading.

Where any information in this Scheme Document has been extracted or reproduced from published or otherwise publicly available sources or obtained from a named source (including FLT and/or the FLT Manager, the FLT Auditors, the FCOT Independent Auditors and/or the FCOT IFA), the sole responsibility of the FCOT Directors has been to ensure that such information has been accurately and correctly extracted from those sources and/or reproduced in this Scheme Document in its proper form and context.

In respect of the FCOT IFA Letter and the FCOT Independent Audit Opinion, the sole responsibility of the FCOT Directors has been to ensure that the facts stated with respect to the FCOT Group are fair and accurate.

FCOT Financial Adviser

To the best of the FCOT Financial Adviser's knowledge and belief (other than in relation to Appendices A, B and G to this Scheme Document), this Scheme Document constitutes full and true disclosure of all material facts about the Merger and the FCOT Group in relation to the Merger and the Trust Scheme, and the FCOT Financial Adviser is not aware of any facts the omission of which would make any statement in this Scheme Document misleading.

20. GENERAL INFORMATION

Your attention is drawn to the further relevant information in the Appendices to this Scheme Document.

Yours faithfully
By Order of the Board of Directors

Frasers Commercial Asset Management Ltd.
(Company Registration No. 200503404G)
As manager of Frasers Commercial Trust

APPENDIX A – LETTER FROM THE FCOT IFA TO THE FCOT INDEPENDENT DIRECTORS AND TO THE FCOT TRUSTEE IN RESPECT OF THE TRUST SCHEME

14 February 2020

The Independent Directors of
Frasers Commercial Asset Management Ltd.
(in its capacity as Manager of Frasers Commercial Trust)
#21-00, Alexandra Point, 438 Alexandra Road
Singapore 119958

British and Malayan Trustees Limited
(in its capacity as Trustee of Frasers Commercial Trust)
#08-01, The Adelphi, 1 Coleman St
Singapore 179803

Dear Sir/Madam:

INDEPENDENT FINANCIAL ADVICE WITH RESPECT TO:

THE MERGER OF FRASERS COMMERCIAL TRUST AND FRASERS LOGISTICS & INDUSTRIAL TRUST BY WAY OF A TRUST SCHEME OF ARRANGEMENT

For the purpose of this letter (“Letter”), unless otherwise defined or the context otherwise requires, all terms used herein have the same meaning as defined in the scheme document dated 14 February 2020 (the “Scheme Document”) issued by Frasers Commercial Asset Management Ltd., in its capacity as manager of Frasers Commercial Trust, to unitholders of Frasers Commercial Trust. For the purpose of this Letter, where applicable and unless otherwise stated, we have used the foreign exchange rates of S\$1:EUR0.656 and S\$1:A\$1.073 on 6 February 2020 (the “IFA Reference Date” or “IFA Ref Date”). The above foreign exchange rates have been extracted from published information from FactSet and are provided solely for information.

Please refer to Paragraph 9.5 on pages 28 to 29 of this Letter for a summary of the key financial analyses performed in this Letter, which should be considered in the context of the entirety of this Letter and the Scheme Document.

1. INTRODUCTION

1.1 Joint Announcement of the Merger and the Trust Scheme

Evercore Asia (Singapore) Pte Ltd (“Evercore”) refers to the joint announcement dated 2 December 2019 (“Joint Announcement Date”) by the respective boards of directors of Frasers Commercial Asset Management Ltd. (the “FCOT Manager”), in its capacity as manager of Frasers Commercial Trust (“FCOT”) (together with the subsidiaries of FCOT, collectively, the “FCOT Group”) and Frasers Logistics & Industrial Asset Management Pte. Ltd. (the “FLT Manager”), in its capacity as manager of Frasers Logistics & Industrial Trust (“FLT”) (together with the subsidiaries of FLT, collectively the “FLT Group”), of the proposed merger (the “Merger”) of FLT and FCOT, which shall be effected through the acquisition by Perpetual (Asia) Limited, in its capacity as trustee of FLT (the “FLT Trustee”), of all the issued and paid-up units in FCOT (“FCOT Units”) held by unitholders of FCOT (the “FCOT Unitholders”) in exchange for a combination of cash and new units in FLT (“FLT Units”) by way of a trust scheme of arrangement (the “Trust Scheme”) in accordance with the Singapore Code on Take-overs and Mergers (the “Code”). Given the trading halt which began on 28 November 2019 and ended on the Joint Announcement Date, the last full market trading day prior to the Joint Announcement Date (“JAD”) is 27 November 2019 (“Unaffected Unit Price Date” or “UUPD”).

A copy of the Joint Announcement is available on the website of the Singapore Exchange Securities Trading Limited (“SGX-ST”) at www.sgx.com.

APPENDIX A – LETTER FROM THE FCOT IFA TO THE FCOT INDEPENDENT DIRECTORS AND TO THE FCOT TRUSTEE IN RESPECT OF THE TRUST SCHEME

1.2 Proposed Asset Acquisition

Conditional upon, amongst others, the completion of the Merger and the approval of the unitholders of FLT (the “**FLT Unitholders**”), FLT will be acquiring from a wholly-owned subsidiary of Frasers Property Limited (“**FPL**” or the “**Sponsor**”), which is the sponsor of FLT and FCOT, a 50 per cent interest in Farnborough Business Park (the “**Target Property**” or “**FBP**”) through the acquisition of 50 per cent of the issued share capital of Farnborough Business Park Ltd, being the company holding the Target Property (the “**Target Property Company**” and the acquisition of the Target Property Company, the “**Proposed Asset Acquisition**”). The remaining 50 per cent of the issued share capital of the Target Property Company is currently held by a wholly-owned subsidiary of FCOT. For the avoidance of doubt, the Merger will not be conditional upon the resolution in respect of the Proposed Asset Acquisition being passed or the completion of the Proposed Asset Acquisition.

1.3 Implementation Agreement

In connection with the Merger, the FLT Trustee, the FLT Manager, British and Malayan Trustees Limited, in its capacity as trustee of FCOT (the “**FCOT Trustee**”), and the FCOT Manager (each a “**Party**”, and collectively, the “**Parties**”) have entered into an implementation agreement (the “**Implementation Agreement**”) on 2 December 2019 setting out the terms and conditions on which the Parties will implement the Trust Scheme.

1.4 Proposed Trust Deed Amendments

In connection with the implementation of the Trust Scheme, it was also announced on 2 December 2019 that the FCOT Manager proposed to amend the trust deed dated 12 September 2005 made between the FCOT Trustee and the FCOT Manager (as amended and supplemented from time to time) (the “**FCOT Trust Deed**”) in the manner as described in Paragraph 1.5 of this Letter, amongst others, to include provisions for the implementation of the Trust Scheme.

1.5 Summary of Approvals Sought

The Trust Scheme will require, *inter alia*, the following approvals:

a) Trust Deed Amendments Resolution

As a Scheme Condition, the Trust Scheme will require the approval by the FCOT Unitholders holding in aggregate more than 75 per cent of the total number of votes held by the FCOT Unitholders present and voting either in person or by proxy to amend the FCOT Trust Deed to include provisions for the implementation of the Trust Scheme (the “**Trust Deed Amendments**”), in such form and substance as agreed in writing by the Parties, at the extraordinary general meeting of the FCOT Unitholders to be convened immediately prior to the Trust Scheme Meeting (as defined in the following paragraph) (the “**Extraordinary General Meeting**”).

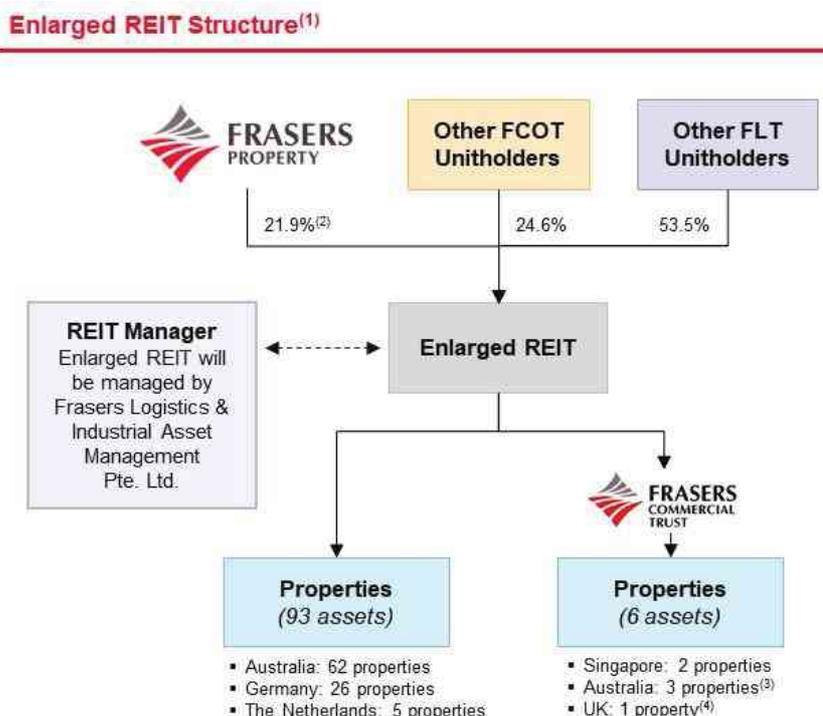
b) Trust Scheme Resolution

As a further Scheme Condition, the Trust Scheme will also require, among others, the approval of the Trust Scheme by a majority in number of the FCOT Unitholders representing at least three-fourths in value of the FCOT Units held by the FCOT Unitholders present and voting either in person or by proxy at the meeting of the FCOT Unitholders to be convened pursuant to an order of the Court to approve the Trust Scheme or any adjournment thereof (the “**Trust Scheme Meeting**”).

APPENDIX A – LETTER FROM THE FCOT IFA TO THE FCOT INDEPENDENT DIRECTORS AND TO THE FCOT TRUSTEE IN RESPECT OF THE TRUST SCHEME

1.6 Enlarged REIT Structure

The following diagram illustrates the indicative structure of the Enlarged REIT currently envisaged immediately upon completion of the Merger and the Proposed Asset Acquisition:



- (1) On a pro forma basis, based on the aggregate of (i) unitholdings as at the IFA Reference Date, (ii) approximately 1.1 billion FLT Units to be issued to FCOT Unitholders as part of the Scheme Consideration, (iii) approximately 9.0 million FLT Units issued as consideration for the acquisition fee for the Merger and (iv) approximately 0.6 million FLT Units issued as consideration for the acquisition fee for the Proposed Asset Acquisition.
- (2) Comprises FLT Units held directly and/or indirectly by the Sponsor, the FLT Manager and the FCOT Manager.
- (3) FCOT holds a 50 per cent indirect interest in Central Park, Western Australia. The remaining 50 per cent is held by an independent third party.
- (4) FCOT presently holds a 50 per cent indirect interest in the Target Property. Subject to completion of the Merger and the Proposed Asset Acquisition, the Enlarged REIT will hold a 100 per cent interest in the Target Property through FCOT.

FPL is expected to hold, directly and indirectly, a stake of approximately 21.9 per cent of the total issued units in the Enlarged REIT.

1.7 Appointment of the Independent Financial Advisor (“IFA”)

Evercore has been appointed as the IFA pursuant to Rule 1309(2) of the SGX-ST Listing Manual (“Listing Manual”) as well as under the Code to advise the directors of the FCOT Manager who are considered independent for the purposes of the Trust Scheme (“FCOT Independent Directors”) and the FCOT Trustee, as to whether the financial terms of the Trust Scheme are fair and reasonable.

APPENDIX A – LETTER FROM THE FCOT IFA TO THE FCOT INDEPENDENT DIRECTORS AND TO THE FCOT TRUSTEE IN RESPECT OF THE TRUST SCHEME

2. TERMS OF REFERENCE

Evercore has been appointed as the IFA pursuant to Rule 1309(2) of the Listing Manual as well as under the Code to advise the FCOT Independent Directors in respect of the FCOT Independent Directors' recommendation to the FCOT Unitholders in relation to the Trust Scheme, and the FCOT Trustee. We do not, by this Letter, comment on or warrant the merits of the Trust Scheme other than to form an opinion, for the purposes of compliance with the Code and Listing Manual, as to whether the financial terms of the Trust Scheme are fair and reasonable.

In the course of our evaluation of the Trust Scheme, from a financial point of view, we have, amongst other things:

- a) reviewed and relied on certain publicly available financial statements and other information relating to FCOT Group and FLT Group;
- b) reviewed and relied on certain information provided and representations made to us by the directors, senior executives of the FCOT Manager, professional advisors and other authorised representatives of FCOT Group;
- c) asked questions about the past and current business operations and financial condition of FCOT Group and reviewed and relied on written responses provided by senior executives and management of the FCOT Manager, professional advisors and other authorised representatives of FCOT Group;
- d) reviewed and relied on certain operational and financial information, including but not limited to annual reports, quarterly financial statements, company presentations and company announcements of FCOT Group at the direction of the management of the FCOT Manager, relating to its business operations and financial condition;
- e) reviewed the reported prices, trading multiples and trading volumes of FCOT Units and FLT Units;
- f) compared the prices, trading multiples and trading volumes for FCOT Units and FLT Units with the units of other selected publicly traded real estate investment trusts;
- g) compared the proposed financial terms of the Trust Scheme with the publicly available financial terms of certain transactions involving real estate investment trusts and the consideration received by such real estate investment trusts;
- h) compared the financial performance of FCOT Group and FLT Group with publicly available information concerning certain other real estate investment trusts;
- i) reviewed and relied on the Joint Announcement and the Scheme Document;
- j) reviewed and relied on research analyst reports and target prices published by certain research analysts covering FCOT Group and FLT Group;
- k) taken into account the assurances given by the FCOT Independent Auditors in the FCOT Independent Audit Opinion;
- l) relied on independent property valuation reports prepared by independent property valuers appointed by the FCOT Manager;
- m) relied on property valuation information disclosed in the annual report of FLT Group in respect of the financial year ended 30 September 2019; and
- n) performed such other analyses, reviewed such other information, and considered such other matters as we deemed appropriate.

We have relied upon and assumed, *inter alia*, the accuracy, adequacy and completeness of all information that was publicly available or was furnished to or discussed with us by the FCOT Manager, its directors, senior executives, professional advisors and/or its authorised representatives or otherwise reviewed by or for us. We have not independently verified (nor have we assumed responsibility or liability for independently verifying) or ascertained any such information, whether written or verbal, and make no representations or warranties, express or implied, on and do not accept any responsibility for the accuracy or completeness or adequacy

APPENDIX A – LETTER FROM THE FCOT IFA TO THE FCOT INDEPENDENT DIRECTORS AND TO THE FCOT TRUSTEE IN RESPECT OF THE TRUST SCHEME

of such information. We have made reasonable enquiries and exercised reasonable judgement as we deemed necessary on the reasonable use of such information and we are not aware of any reason to doubt the accuracy, completeness or adequacy of the information. The directors of the FCOT Manager (the “**FCOT Directors**”) and the management of the FCOT Manager have confirmed to us, to the best of their knowledge and belief, that all material information in connection with FCOT Group and the Trust Scheme has been disclosed to us, that such information is true, complete and accurate in all material respects and that there are no omissions which may cause any information given to us to be incomplete, inaccurate or misleading in any material respect. The FCOT Directors have jointly and severally accepted the responsibility for the accuracy, correctness and completeness of such information.

We have relied upon independent valuations of the properties of FCOT Group and the property valuation information disclosed in the annual report of FLT Group in respect of the financial year ended 30 September 2019 (collectively, “**Relevant Valuations**”), as well as related opinions. With respect to the Relevant Valuations, we are not experts in the evaluation or appraisal of the assets concerned and we have placed sole reliance on the Relevant Valuations for such asset appraisal and have not made any independent verification of the contents thereof. We do not assume any responsibility to inquire about the basis of such valuations or if the contents thereof have been prepared and/or included in the Scheme Document in accordance with all applicable regulatory requirements including Rule 26 of the Code. We have not been furnished with any evaluation or appraisal of the assets and liabilities of FCOT Group, except for the Relevant Valuations as stated above.

We have not conducted any independent valuation or appraisal of any assets or liabilities of FCOT Group, nor have we evaluated the solvency of FCOT Group or any other relevant party to the Trust Scheme under any applicable laws relating to bankruptcy, insolvency or similar matters. We have reviewed FCOT Group’s and FLT Group’s quarterly financial filings and in relying on financial analyses provided to us or derived therefrom, we have assumed, *inter alia*, that such analyses have been reasonably prepared based on assumptions reflecting the best currently available estimates and judgments by the management of FCOT Group and FLT Group as to the financial condition of FCOT Group and FLT Group respectively. We express no view as to such analyses or the assumptions on which they were based. We are not legal, accounting, regulatory or tax experts. We are financial advisors only and have relied on, without independent verification, the assessments made by the independent property valuers, the internal property valuers, and the professional advisors to FCOT Group with respect to such issues. As a consequence, potentially significant differences from the conclusions set out in this Letter could result from any inaccuracies, errors or omissions in the data, documentation or information provided to us. In addition, we have assumed that, *inter alia*, the Trust Scheme will be consummated in accordance with the terms set forth in the Scheme Document without any waiver, amendment or delay of any terms or conditions and that no conditions or restrictions will be imposed that would have a material adverse effect on the contemplated benefits expected to be derived from the Trust Scheme. We have further assumed, *inter alia*, that all necessary governmental, regulatory or other approvals, consents, filings and registrations necessary for the consummation of the Trust Scheme will be obtained and effected, and that no delays, limitations, conditions or restrictions will be imposed that would have any material adverse effect on FCOT Group or on the contemplated benefits of the Trust Scheme.

This Letter (which for the avoidance of doubt, including the opinions expressed herein) is necessarily based on financial, economic, market, and other conditions in effect on, and the information made available to us as of the IFA Reference Date. The preparation of this Letter, from a financial point of view, and our opinions expressed in this Letter are based solely upon financial, market, economic, industry, monetary, regulatory and other conditions in effect on, and the information made available to us as of the IFA Reference Date. Events occurring after the IFA Reference Date may affect the contents of this Letter (which for the avoidance of doubt, includes the opinions expressed herein) and the assumptions used in preparing it. We assume no obligation or responsibility to update, revise, or reaffirm the contents of this Letter in light of any subsequent development after the IFA Reference Date that may affect this Letter. The FCOT Independent Directors should alert FCOT Unitholders that market, economic, financial, industry, monetary, regulatory and other conditions may change over a relatively short period

APPENDIX A – LETTER FROM THE FCOT IFA TO THE FCOT INDEPENDENT DIRECTORS AND TO THE FCOT TRUSTEE IN RESPECT OF THE TRUST SCHEME

of time and that they may wish to take note of any announcements which may be released after the IFA Reference Date. We have confined our evaluation and assessment to the financial terms of the Trust Scheme, and have not taken into account the legal, strategic or commercial risks and/or merits of the Trust Scheme. We were not requested to and have not provided advice concerning the structure, the specific amount of the consideration, or any other aspects of the Trust Scheme, or provided services other than the delivery of this Letter. We have not been requested or authorised to solicit and we have not solicited any indications of interest from any third parties with respect to the FCOT Units or the sale of all or any part of FCOT Group or any other alternative transaction. We do not comment on the strategic, long term or otherwise, and/or commercial merits and/or risks of the Trust Scheme, or the listing status or the future prospects of FCOT Group including without limitation, following the date on which the Trust Scheme becomes effective. Our opinions do not address the relative merits and/or risks of the Trust Scheme as compared to any alternative transaction or arrangements (as the case may be), or other alternatives, or whether such alternatives could be achieved or are available. Any evaluation of and/or comment on the strategic or commercial merits and/or risks of the Trust Scheme or on the future prospects of FCOT Group, including without limitation, following the date on which the Trust Scheme becomes effective, remains the sole responsibility of the FCOT Directors. We also did not participate in discussions and negotiations with respect to the terms of the Trust Scheme (including the transactional structure and the related commercial terms) nor were we involved in the deliberations to put forth the Trust Scheme.

We have relied upon the assurances of the FCOT Directors that the Scheme Document has been duly approved by the FCOT Directors (including any who may have delegated detailed supervision of the Scheme Document) who have taken all reasonable care to ensure that the facts stated and all opinions expressed (excluding those expressed in this Letter) in the Scheme Document are fair and accurate, as well as not misleading, in any material respect, and that no material facts have been omitted from the Scheme Document. The FCOT Directors jointly and severally accept full responsibility accordingly. Where any information has been extracted or reproduced from published or otherwise publicly available sources (including, without limitation, the announcements by the FCOT Manager in relation to the Trust Scheme), our sole responsibility has been to ensure through reasonable enquiries that such information is accurately and correctly extracted from such sources or, as the case may be, reflected or reproduced in this Letter. For the purposes of providing this Letter and our evaluation, from a financial point of view, of the Trust Scheme, we have not received or relied upon any financial projections or forecasts in respect of FCOT Group. Our terms of reference do not require us to express, and we do not express, an opinion on the future growth prospects of FCOT Group, including without limitation, following the date on which the Trust Scheme becomes effective. We are therefore not expressing any opinion herein as to the price at which the FCOT Units may trade, trading liquidity levels of the FCOT Units, expiry, withdrawal, or rejection of the Trust Scheme or on the future financial performance of FCOT Group including without limitation, following the date on which the Trust Scheme becomes effective.

This Letter is addressed to the FCOT Independent Directors and the FCOT Trustee and evaluates the Trust Scheme from a financial point of view, and the FCOT Independent Directors may wish to advise FCOT Unitholders to read it together with the rest of the Scheme Document, including the recommendations of the FCOT Independent Directors. In rendering our opinion pursuant to Rule 1309(2) of the Listing Manual as well as under the Code to the FCOT Independent Directors, we have not had regard to any general or specific investment objectives, financial situations, risk profiles, tax status or positions or particular needs or constraints or other particular circumstances of any FCOT Unitholder and do not assume any responsibility for, nor hold ourselves out as advisors to, any person other than the FCOT Independent Directors and the FCOT Trustee. As different FCOT Unitholders would have different investment profiles and objectives, the FCOT Independent Directors may wish to advise any FCOT Unitholders who may require specific advice in relation to his investment portfolio to consult his stockbroker, bank manager, solicitor, accountant, tax advisor or other professional advisor immediately.

FCOT Group and the FCOT Manager have been separately advised by their own professional advisors in the preparation of the Scheme Document (other than this Letter). We have had no

APPENDIX A – LETTER FROM THE FCOT IFA TO THE FCOT INDEPENDENT DIRECTORS AND TO THE FCOT TRUSTEE IN RESPECT OF THE TRUST SCHEME

role or involvement and have not and will not provide any advice (financial or otherwise) whatsoever in the preparation, review and verification of the Scheme Document (other than this Letter). Accordingly we take no responsibility for and express no views, whether expressly or implicitly, on the contents of the Scheme Document (except for this Letter).

We are acting as IFA to the FCOT Independent Directors and the FCOT Trustee for the purpose of the Trust Scheme and will receive a fee for our services in connection with the issuance of this Letter. In addition, the FCOT Manager, on behalf of FCOT Group, has agreed to indemnify us for certain liabilities arising out of our engagement. In the ordinary course of our trading, brokerage, asset management, financing and financial services businesses, we or our affiliates may actively trade the units or derivatives in relation to the units, or financial instruments of FCOT Group and its respective affiliates via businesses that are segregated from our advisory business in accordance with law and regulation, for their own account and/or for the accounts of customers, and accordingly, may at any time hold a long or short position in such securities or instruments. We or our affiliates may also seek to provide services to FCOT Group, the FCOT Manager, FLT Group, the FLT Manager, and FPL in the future and expect to receive fees for rendering such services.

The opinions expressed herein have been approved by a committee of Evercore employees in accordance with our customary practice. This Letter (which for the avoidance of doubt, includes the opinions expressed herein) is for the information of the FCOT Independent Directors and the FCOT Trustee in connection with and for the sole purpose of their consideration of the Trust Scheme and other than for inclusion in the Scheme Document as Appendix A, may not be disclosed, reproduced, quoted, referred to or communicated (in whole or in part) to any third party, including, without limitation, FCOT Unitholders, employees and creditors of FCOT Group, for any purpose other than in connection with the Trust Scheme except with our prior written approval.

This Letter, including the opinions and advice expressed herein, is addressed to the FCOT Independent Directors and the FCOT Trustee for their benefit and solely for their deliberation on the Trust Scheme, to assist the FCOT Independent Directors in formulating appropriate recommendations to FCOT Unitholders in relation to the Trust Scheme. The recommendations made to FCOT Unitholders in relation to the Trust Scheme shall remain the responsibility of the FCOT Independent Directors.

3. THE MERGER AND THE TRUST SCHEME

3.1 Background

3.1.1 Information on FCOT and the FCOT Manager

FCOT was listed on the Main Board of the SGX-ST on 30 March 2006.

It is a Singapore REIT constituted by the FCOT Trust Deed and established with the principal investment strategy of investing, directly or indirectly, in a diversified portfolio of real estate assets located in the Asia-Pacific region and Europe including the United Kingdom used for commercial purposes (comprising primarily office, business space and/or business park purposes).

As at the IFA Reference Date, FCOT has an aggregate of 916,622,020 FCOT Units which are in issue⁽¹⁾ and a market capitalisation of S\$1.54 billion⁽²⁾.

FCOT is managed by the FCOT Manager, a wholly-owned subsidiary of the Sponsor. Incorporated on 15 March 2005 in Singapore, FCOT Manager currently holds a CMS Licence for REIT management pursuant to the SFA. As at the IFA Reference Date, the board of directors of the FCOT Manager comprise the following:

⁽¹⁾ There were no FCOT Units issuable as at the IFA Reference Date

⁽²⁾ Market capitalisation refers to the closing price of FCOT Units on the IFA Reference Date, multiplied by the total number of FCOT Units issued and issuable as at the IFA Reference Date

APPENDIX A – LETTER FROM THE FCOT IFA TO THE FCOT INDEPENDENT DIRECTORS AND TO THE FCOT TRUSTEE IN RESPECT OF THE TRUST SCHEME

- a) Mr. Bobby Chin Yoke Choong (Chairman, Independent and Non-Executive Director);
- b) Mr. Chang Tou Chen (Independent and Non-Executive Director);
- c) Ms. Soh Onn Cheng Margaret Jane (Independent and Non-Executive Director);
- d) Mr. Chia Khong Shoong (Non-Executive Director);
- e) Mr. Low Chee Wah (Non-Executive Director); and
- f) Mr. Christopher Tang Kok Kai (Non-Executive Director).

FCOT has a portfolio comprising six office buildings and business park/space, with a combined appraised value of approximately S\$2.2 billion as at 30 September 2019, located in Singapore, Australia and the United Kingdom, comprising:

- a) China Square Central⁽³⁾, located at 18, 20 & 22 Cross Street and four retail units at 181 South Bridge Road, Singapore 048423/2/1 and 058743;
- b) Alexandra Technopark, located at 438A/B/C Alexandra Road, Singapore 119967/68/76;
- c) 357 Collins Street, located at 357 Collins Street, Melbourne, Victoria 3000, Australia;
- d) Caroline Chisholm Centre, located in Block 4 Section 13, Tuggeranong, ACT 2900, Australia;
- e) Central Park⁽⁴⁾, located at 152-158 St Georges Terrace, Perth, WA 6000, Australia; and
- f) Farnborough Business Park⁽⁵⁾, located at Farnborough, Hampshire GU14 7JP, United Kingdom.

As at the IFA Reference Date, FPL has aggregate deemed interests in 238,277,989 FCOT Units, representing approximately 26.00 per cent of the total number of FCOT Units in issue⁽⁶⁾.

Certain key financial information with respect to FCOT Group as at 31 December 2019 is set out as follows:

FCOT Group	As at 31 December 2019 ⁽⁷⁾
Total Assets	S\$2.29 billion
Net Asset Value Attributable to Unitholders (“NAV”)⁽⁸⁾	S\$1.50 billion
NAV/FCOT Unit	S\$1.637 ⁽⁹⁾
LTM Distribution Per Unit (“DPU”)	9.60 Singapore cents ⁽¹⁰⁾

The valuations of FCOT Group’s real estate portfolio were carried out by, in respect of:

- a) China Square Central, Jones Lang LaSalle Property Consultants Pte Ltd;
- b) Alexandra Technopark, Savills Valuation and Professional Services (S) Pte Ltd;
- c) Central Park, Colliers International (WA) Pty Ltd;
- d) Caroline Chisholm Centre, Colliers International Valuation & Advisory Services (ACT) Pty Limited;
- e) 357 Collins Street, Jones Lang LaSalle Advisory Services Pty Ltd; and
- f) Farnborough Business Park, CBRE Limited,

in each case, based on valuation techniques and standards in line with market practice,

⁽³⁾18, 20 & 22 Cross Street had been renamed “Cross Street Exchange” with effect from 1 January 2020.

⁽⁴⁾ FCOT holds a 50 per cent indirect interest in Central Park.

⁽⁵⁾ FCOT presently holds a 50 per cent indirect interest in FBP

⁽⁶⁾ The total number of FCOT Units in issue as at the IFA Reference Date is 916,622,020 FCOT Units

⁽⁷⁾ As reported in FCOT Group’s Financial Statements Announcement for the Quarter Ended 31 December 2019

⁽⁸⁾ The book value of FCOT Unitholders’ equity (excluding minority interest)

⁽⁹⁾ Calculated based on the total number of FCOT Units issued as of 31 December 2019, which totals 914,896,133 FCOT Units (excludes the number of FCOT Units issuable as of 31 December 2019, which totals 1,725,887 FCOT Units)

⁽¹⁰⁾ Calculated based on the total number of FCOT Units issued and issuable as of 31 December 2019, which totals 916,622,020 FCOT Units (includes the number of FCOT Units issuable as of 31 December 2019, which totals 1,725,887 FCOT Units)

APPENDIX A – LETTER FROM THE FCOT IFA TO THE FCOT INDEPENDENT DIRECTORS AND TO THE FCOT TRUSTEE IN RESPECT OF THE TRUST SCHEME

including the income capitalisation method, discounted cash flow analysis and direct comparison method.

3.1.2 Information on FLT Group and the FLT Manager

As stated in Paragraph 2.1 of the Offeror's Letter, FLT was listed on the Main Board of the SGX-ST on 20 June 2016. FLT is a Singapore REIT constituted by the FLT Trust Deed and established with the investment objective of investing globally in a diversified portfolio of income-producing real estate assets which are predominantly used for logistics or industrial purposes (which include office components ancillary to the foregoing purposes).

As of the IFA Reference Date, FLT has an aggregate of 2,258,877,908 FLT Units which are in issue⁽¹¹⁾ and a market capitalisation of S\$2.87 billion⁽¹²⁾.

As stated in Paragraph 2.3 of the Offeror's Letter, FLT is managed by the FLT Manager, a wholly-owned subsidiary of the Sponsor, the sponsor of FLT. Incorporated on 7 July 2015, the FLT Manager currently holds a CMS Licence for REIT management pursuant to the SFA. As at the IFA Reference Date, the board of directors of the FLT Manager comprises the following:

- a) Mr. Ho Hon Cheong (Chairman, Independent and Non-Executive Director);
- b) Mr. Goh Yong Chian (Independent and Non-Executive Director);
- c) Mr. Paul Gilbert Say (Independent and Non-Executive Director);
- d) Mr. Panote Sirivadhanabhakdi (Non-Executive Director);
- e) Mr. Chia Khong Shoong (Non-Executive Director); and
- f) Mr. Rodney Vaughan Fehring (Non-Executive Director).

FLT has a portfolio comprising 93 logistics and industrial properties⁽¹³⁾, worth approximately A\$3.6 billion (approximately S\$3.4 billion), concentrated within major logistics and industrial markets in Australia, Germany and the Netherlands, comprising:

- a) 62 properties across 5 states in Australia;
- b) 26 properties in Germany; and
- c) 5 properties in the Netherlands.

Certain key financial information with respect to FLT Group as at 31 December 2019 is set out as follows:

FLT Group	As at 31 December 2019 ^{(14), (15)}
Total Assets	A\$3.96 billion (approximately S\$3.69 billion)
NAV⁽¹⁶⁾	A\$2.27 billion (approximately S\$2.12 billion)
NAV/FLT Unit	A\$1.004 (approximately S\$0.936 ⁽¹⁷⁾)
LTM DPU	7.29 Australia Cents (approximately 6.80 Singapore Cents ⁽¹⁸⁾)

⁽¹¹⁾ There were 4,635,862 FLT Units issuable as at the IFA Reference Date

⁽¹²⁾ Market capitalisation refers to the closing price of FLT Units on the IFA Reference Date, multiplied by the total number of FLT Units issued and issuable as at the IFA Reference Date

⁽¹³⁾ Unless otherwise stated, all references to FLT's portfolio in this Letter are as at 31 December 2019, save that it excludes 610 Heatherton Road, Clayton South, Victoria, Australia which was fully divested in January 2020

⁽¹⁴⁾ As reported in FLT Group's Financial Statements Announcement for the Quarter Ended 31 December 2019

⁽¹⁵⁾ All figures are converted at an exchange rate of S\$1:A\$1.073

⁽¹⁶⁾ The book value of FLT Unitholders' equity (excluding minority interest)

⁽¹⁷⁾ Calculated based on the total number of FLT Units issued as of 31 December 2019, which totals 2,258,877,908 FLT Units (excludes the number of FLT Units issuable as of 31 December 2019, which totals 4,635,862 FLT Units)

⁽¹⁸⁾ Calculated based on the total number of FLT Units issued and issuable as of 30 September 2019, which totals 2,263,513,770 FLT Units (includes the number of FLT Units issuable as of 31 December 2019, which totals 4,635,862 FLT Units)

APPENDIX A – LETTER FROM THE FCOT IFA TO THE FCOT INDEPENDENT DIRECTORS AND TO THE FCOT TRUSTEE IN RESPECT OF THE TRUST SCHEME

3.2 The Merger and Trust Scheme

3.2.1 The Trust Scheme

The Trust Scheme is proposed to be effected in accordance with the Code and the FCOT Trust Deed, subject to the terms and conditions of the Implementation Agreement.

Under the Trust Scheme:

- a) upon the Trust Scheme becoming effective and binding in accordance with its terms, all the FCOT Units will be transferred to the FLT Trustee fully paid, free from all Encumbrances, and together with all rights, benefits and entitlements attaching thereto as at the Joint Announcement Date and thereafter attaching thereto, including the right to receive and retain all rights and other distributions (if any) declared by FCOT on or after the Joint Announcement Date, except for the FCOT Permitted Distributions; and
- b) in consideration for such transfer of the FCOT Units, the FLT Trustee and the FLT Manager agree to pay or procure the payment of the Cash Consideration (as defined in Paragraph 3.2.2 below) and allot and issue or procure the allotment and issuance (as the case may be), by the FLT Manager of the Consideration Units (as defined in Paragraph 3.2.2 below) to each FCOT Unitholder, in accordance with the terms and conditions of the Implementation Agreement.

For the avoidance of doubt, the Parties shall be entitled to announce, declare, make or pay the FCOT Permitted Distributions and the FLT Permitted Distributions (as the case may be) without any adjustment to the Scheme Consideration. The FCOT Unitholders shall have the right to receive and retain the FCOT Permitted Distributions (if any) in addition to the Scheme Consideration.

3.2.2 Scheme Consideration

In consideration of the transfer of the FCOT Units referred to in Paragraph 3.2.1, each of the FLT Trustee and the FLT Manager agrees, subject to the Trust Scheme becoming effective in accordance with its terms, to pay or procure the payment of S\$1.680 (the "**Scheme Consideration**") for each FCOT Unit held by the FCOT Unitholders as at 5.00 p.m. on the Books Closure Date, which shall be satisfied by:

- a) firstly, the payment by the FLT Trustee of a sum of S\$0.151 in cash (the "**Cash Consideration**"); and
- b) secondly, the allotment and issuance (or the procurement of such allotment and issuance) by the FLT Manager of 1.233 new FLT Units (the "**Consideration Units**") at an issue price of S\$1.240 per FLT Unit (the "**Consideration Unit Price**"), such Consideration Units to be credited as fully paid,

in accordance with the terms and conditions of the Implementation Agreement. The Scheme Consideration implies a gross exchange ratio of 1.355x, which is based on the Scheme Consideration of S\$1.680 per FCOT Unit divided by the issue price of S\$1.240 per FLT Unit.

The Scheme Consideration was determined based on commercial negotiations between the FLT Manager and the FCOT Manager. Factors taken into account in arriving at the Scheme Consideration included (without limitation): (1) the implied value of the Scheme Consideration relative to the historical trading prices and NAV of FLT and FCOT; and (2) the DPU accretion to the FCOT Unitholders on a pro forma basis.

The aggregate Cash Consideration to be paid to each FCOT Unitholder shall be rounded to the nearest S\$0.01. The number of Consideration Units which each FCOT Unitholder will be entitled to pursuant to the Trust Scheme, based on the FCOT Units held by such FCOT Unitholder as at the Books Closure Date, will be rounded down to the nearest whole number, and fractional entitlements shall be disregarded in the calculation of the aggregate Consideration Units to be issued to any FCOT Unitholder pursuant to the Trust Scheme.

APPENDIX A – LETTER FROM THE FCOT IFA TO THE FCOT INDEPENDENT DIRECTORS AND TO THE FCOT TRUSTEE IN RESPECT OF THE TRUST SCHEME

By way of illustration, if the Trust Scheme becomes effective in accordance with its terms, a FCOT Unitholder will receive S\$151.00 in cash and 1,233 Consideration Units for every 1,000 FCOT Units held by it as at the Books Closure Date.

3.2.3 Permitted Distributions

Subject to the terms and conditions of the Implementation Agreement, the FCOT Manager and the FLT Manager are each permitted to announce, declare, make or pay distributions in cash to the FCOT Unitholders and the FLT Unitholders (as the case may be) only if such distributions are announced, declared, paid or made by the FCOT Manager or the FLT Manager (as the case may be), in the ordinary course of business and the usual quantum⁽¹⁹⁾ in respect of the period from 1 October 2019 up to the day immediately before the Effective Date, including any clean-up distribution in respect of the period from the day immediately following (i) the latest completed financial quarter of FCOT or (ii) the latest completed financial half year of FLT (as the case may be) preceding the Effective Date, up to the day immediately before the Effective Date (respectively, the “**FCOT Permitted Distributions**” and “**FLT Permitted Distributions**”).

As mentioned above, the FCOT Unitholders as at the Books Closure Date shall have the right to receive and retain the FCOT Permitted Distributions (if any) in addition to the Scheme Consideration.

3.2.4 Consideration Units

The Consideration Units shall:

- a) when issued, be duly authorised, validly issued and fully paid-up and shall rank *pari passu* in all respects with the existing FLT Units as at the date of their issuance;
- b) be issued no later than seven (7) Business Days from the Effective Date; and
- c) be issued free from all and any restrictions on transfers and other Encumbrances (subject to the limitations on ownership of FLT Units as set out in the FLT Trust Deed) and no person has or shall have any rights of pre-emption over the Consideration Units.

FCOT Unitholders should also note that there is a unit ownership limit (the “**Unit Ownership Limit**”) under the FLT Trust Deed, being 9.9 per cent or such other applicable limits on unitholdings under the Australian Taxation Administration Act 1953 (Cth), the Income Tax Assessment Act 1936 (Cth), the Income Tax Assessment Act 1997 (Cth) and regulations thereunder, as applicable (collectively, the “**Australian Taxation Act**”) which would be necessary for the qualification of a FLT Group Entity incorporated or otherwise constituted in Australia, as a managed investment trust as defined under the Australian Taxation Act. In the event an FLT Unitholder holds FLT Units in excess of the Unit Ownership Limit, the number of FLT Units that are in excess of the Unit Ownership Limit shall be automatically forfeited in accordance with the terms of the FLT Trust Deed.

For the avoidance of doubt:

- a) the Consideration Units will be issued with all rights, benefits and entitlements attaching thereto as at the date of their issuance (not as at the Joint Announcement Date, the IFA Reference Date or any other date) and thereafter attaching thereto, including the right to receive and retain all rights and other distributions (if any) declared or to be declared by the FLT Manager on or after the date of their issuance (and not on or after the Joint Announcement Date, the IFA Reference Date or any other date);
- b) the Consideration Units will not be entitled to the FLT Permitted Distributions; and
- c) the Parties shall be entitled to announce, declare, make or pay the FLT Permitted

⁽¹⁹⁾ As disclosed in FLT's annual report for FY2019, FLT's distribution policy is to distribute at least 90.0% of its distributable income and such distributions are paid on a semi-annual basis. As disclosed in FCOT's annual report for the FY2019, FCOT's distribution policy is to distribute at least 90.0% of its taxable income (other than gains from the sale of real estate properties that are typically determined by the Inland Revenue Authority of Singapore to be trading gains) and tax-exempt income, and such distributions are typically paid on a quarterly basis

APPENDIX A – LETTER FROM THE FCOT IFA TO THE FCOT INDEPENDENT DIRECTORS AND TO THE FCOT TRUSTEE IN RESPECT OF THE TRUST SCHEME

Distributions and the FCOT Permitted Distributions (as the case may be) without any adjustment to the Scheme Consideration. The FCOT Unitholders shall have the right to receive and retain the FCOT Permitted Distributions (if any) in addition to the Scheme Consideration.

3.3 Future Intentions for the Enlarged REIT

As stated in Paragraph 5 of the Offeror's Letter, assuming the completion of the Merger:

- a) the FLT Manager intends to expand the investment mandate of the Enlarged REIT pursuant to the FLT Trust Deed. Under the FLT Trust Deed, the FLT Manager may from time to time change its investment policies subject to compliance with the Listing Manual so long as it has given not less than 30 days' prior notice of the change to the FLT Trustee and the FLT Unitholders by way of an announcement to the SGX-ST.

The new investment mandate of the Enlarged REIT will be to principally invest, directly or indirectly, in a diversified portfolio of income-producing real estate assets used predominantly for

- (i) logistics or industrial purposes and located globally, and such real estate assets used for logistics or industrial purposes may also include office components ancillary to the foregoing purposes; or
- (ii) commercial purposes (comprising primarily office space in a Central Business District ("**CBD office space**") or business park purposes (comprising primarily non-CBD office space and/or research and development space) and located in the Asia Pacific region or in Europe (including the United Kingdom),

(the "**New Investment Mandate**").

The FLT Manager also intends to adopt a new name for the Enlarged REIT, in line with the New Investment Mandate. This will be announced in due course.

Upon the New Investment Mandate coming into effect, the Existing ROFRs (as defined herein) granted by the Sponsor to the FCOT Trustee and the FLT Trustee will be consolidated into one ROFR to be granted by the Sponsor to the trustee of the Enlarged REIT (the "**Resulting ROFR**"). It is intended that the Relevant Assets covered by the Resulting ROFR will mirror the New Investment Mandate, and the Resulting ROFR will subsist for so long as:

- i. FLT is listed on and quoted for on the Main Board of the SGX-ST;
- ii. Frasers Logistics & Industrial Asset Management Pte. Ltd. or any of its related corporations remains the manager of FLT;
- iii. the Sponsor and/or any of its related corporations, alone or in aggregate, remains as a controlling shareholder of the manager of FLT; and
- iv. the Sponsor and/or any of its related corporations, alone or in aggregate, remains as a controlling unitholder of FLT.

The "**Existing ROFRs**" refer to the following ROFRs which have been granted by the Sponsor to FLT and FCOT respectively:

- i. the ROFR granted by the Sponsor to FLT in 2016 (the "**FLT ROFR**");
- ii. the ROFR granted by the Sponsor to FCOT in 2009 (the "**FCOT 2009 ROFR**"); and
- iii. the ROFR granted by the Sponsor to FCOT in 2017 (the "**FCOT 2017 ROFR**", and together with the FCOT 2009 ROFR, the "**FCOT ROFRs**").

Please refer to Paragraph 5 of the Offeror's Letter for a comparison of the scope of assets covered by the Existing ROFR and the scope of assets covered by the Resulting ROFR.

As set out in the Offeror's Letter, unlike the FCOT ROFRs, the Resulting ROFR will cease to refer to the terminology of "business space purposes". This is because the scope of the Resulting ROFR follows the scope of the New Investment Mandate, which does not use this terminology. In connection with the Merger, the investment mandate of the

APPENDIX A – LETTER FROM THE FCOT IFA TO THE FCOT INDEPENDENT DIRECTORS AND TO THE FCOT TRUSTEE IN RESPECT OF THE TRUST SCHEME

Enlarged REIT will be expanded to include the asset classes of the Existing ROFRs, including assets used for logistics, industrial, commercial and business park purposes. In light of the foregoing, the intention is to shift away from the terminology of "business space purposes" in order to streamline the language of the Resulting ROFR and more accurately describe the combined scope of the asset classes which will be held by the Enlarged REIT following the Merger.

Further, we note from the Offeror's Letter that unlike the FCOT 2009 ROFR, the Resulting ROFR will also cease to cover any offer to acquire Relevant Assets received by the Sponsor and will only apply to the proposed disposal of a Relevant Asset by the Sponsor or its subsidiaries for the purpose of consistency with the FCOT 2017 ROFR and the FLT ROFR and which are in line with the requirements in Practice Note 4.1 of the Listing Manual;

- b) as at the IFA Reference Date, the functional currency of FLT is Australian dollars, and dual currency trading in Australian dollars and Singapore dollars is available in respect of the FLT Units, which may be traded through either the counter traded in Singapore dollars or the counter traded in Australian dollars. Following completion of the Merger, the FLT Manager intends to change the functional currency of the Enlarged REIT to Singapore dollars (which is also the functional currency of FCOT) and close the counter traded in Australian dollars. The change in functional currency of the Enlarged REIT and the closure of the counter traded in Australian dollars are not expected to have any material adverse impact on the FLT Unitholders. The FLT Manager also intends to remove the option of FLT Unitholders to elect to receive distributions declared, paid or made by the FLT Manager in Australian dollars;
- c) in view of the Enlarged REIT, the Nominating and Remuneration Committee of the FLT Manager will review the composition of the board of directors and management of the FLT Manager. The appointment of any new directors or key management staff of the FLT Manager (if any) will be subject to the approval of the board of directors of the FLT Manager and (if applicable) the MAS;
- d) it is intended that the FCOT Manager will be replaced by the FLT Manager as soon as practicable upon completion of the Merger such that the FLT Manager will continue to be the manager of the Enlarged REIT portfolio encompassing FCOT. The FCOT Manager will be entitled to a prorated performance fee accruing from 1 October 2019 to the date of the delisting of FCOT and a prorated base fee accruing from the day following the latest completed financial quarter of FCOT preceding the Effective Date to the date of delisting of FCOT will each be payable to the FCOT Manager in accordance with the existing trust deed constituting FCOT. There will be no double counting of management fees to the FCOT Manager and the FLT Manager in respect of the FCOT portfolio between the Effective Date and the date of delisting. Further, the fee structure of FCOT with respect to the fees payable to the manager of FCOT will be amended to reflect the fee structure in the FLT Trust Deed such that the existing fee structure of FLT is retained. There is currently no intention to make any changes to the fees and charges payable to the FCOT Trustee under the FCOT Trust Deed; and
- e) conditional upon, among others, the approval by the FLT Unitholders, FLT intends to carry out the Proposed Asset Acquisition and acquire from a wholly-owned subsidiary of the Sponsor a 50 per cent interest in the Target Property through the acquisition of 50 per cent of the issued share capital of the Target Property Company, being the company holding the Target Property. As set out in Paragraph 1.2 of this Letter, the remaining 50 per cent of the issued share capital of the Target Property Company is currently held by a wholly-owned subsidiary of FCOT. Upon completion of the Merger and the Proposed Asset Acquisition, it is intended that FLT will indirectly hold a 100 per cent interest in the Target Property through FCOT.

The Target Property is located in the United Kingdom with lettable area of approximately 51,006 sqm and is sited on freehold land. The table below sets out a summary of selected information on the Target Property.

APPENDIX A – LETTER FROM THE FCOT IFA TO THE FCOT INDEPENDENT DIRECTORS AND TO THE FCOT TRUSTEE IN RESPECT OF THE TRUST SCHEME

Property Address	Site Area (hectares)	Lettable Area (sqm)	WALE ⁽¹⁾ (years) (as at 31 December 2019)	Occupancy Rate (as at 31 December 2019)	Land Tenure
Farnborough, Hampshire GU14 7JP, United Kingdom	46.5	51,006	6.6	99.1 per cent	Freehold

Note:

(1) Based on GRI as at 31 December 2019 (including committed leases and excluding vacancy, lease incentives and retail turnover rents, if any).

- f) save as set out above, there is presently no intention to (i) introduce any major changes to the business of FCOT, (ii) re-deploy the fixed assets of FCOT, or (iii) discontinue the employment of the employees of the FCOT Manager, save in the ordinary course of business or as a result of any internal reorganisation or restructuring which may be implemented after the Merger. However, the board of directors of the FLT Manager retains and reserves the right and flexibility at any time to consider any options in relation to the Enlarged REIT which may present themselves and which it may regard to be in the interest of the Enlarged REIT.

There may be interested person transactions (as defined in the Listing Manual) and interested party transactions (as defined in Appendix 6 of the Property Funds Appendix) entered into in the ordinary course of business of the enlarged FLT Group upon completion of the Merger. FLT will comply with the Listing Manual and the Property Funds Appendix and make the relevant disclosures under Rule 905 of the Listing Manual and Paragraph 5 of the Property Funds Appendix if the aggregate value of such interested person transactions or interested party transactions entered into in the same financial year (excluding the interested person transactions or interested party transactions which have been approved by the FLT Unitholders) is 3 per cent or more of the latest audited net tangible assets or net asset value of the FLT Group.

The FCOT Manager notes the future intentions of the FLT Manager as set out above. In particular, the FCOT Manager notes that as at the IFA Reference Date, the FCOT Trustee (in its capacity as trustee of FCOT) has not acquired any property from the Sponsor or its subsidiaries ("**Sponsor Group**"), other than the acquisitions of the properties known as 357 Collins Street, Melbourne, Victoria, Australia ("**357 Collins Street**") and Alexandra Technopark from wholly-owned subsidiaries of the Sponsor. It should also be noted that: (i) the FCOT Trustee (in its capacity as trustee of FCOT) has also not received from the Sponsor, any offers which had in turn been received by the Sponsor Group to acquire Relevant Assets pursuant to the FCOT 2009 ROFR; (ii) the main benefit of the FCOT ROFRs to FCOT is to allow FCOT to have access to the assets which the Sponsor Group owns and which form the pipeline of assets which can be offered to FCOT pursuant to the FCOT ROFRs in connection with proposed disposals of such assets, rather than any potential offers that the Sponsor may be receiving from third parties; (iii) the FCOT Manager has an investment team which is responsible for, among others, sourcing, evaluating and executing acquisition transactions for FCOT to acquire new properties to further grow FCOT's asset portfolio; (iv) since the listing of FCOT, other than the acquisitions of 357 Collins Street and Alexandra Technopark, the FCOT Group has undertaken two acquisitions from third party vendors and they did not involve the exercise of rights under the FCOT 2009 ROFR, which was in effect at the time of such acquisitions; and (v) the scope of the Resulting ROFR to only cover the proposed disposal of a Relevant Asset by the Sponsor Group (and not any offer to acquire Relevant Assets received by the Sponsor) is in line with the requirements in Practice Note 4.1 of the Listing Manual. In light of the foregoing, the FCOT Manager is of the view that the cessation of the Resulting ROFR to cover any offer to acquire Relevant Assets received by the Sponsor will not have a material impact on the ability of the FCOT Group to undertake acquisitions.

3.4 Fee Structure Comparison for FCOT Group and FLT Group

Table 1 below sets out a summary of the comparison of fees and charges payable to (i) the FCOT Manager and FCOT Trustee; and (ii) the FLT Manager and FLT Trustee. As stated in Paragraph 5.1.4 of the Offeror's Letter, the fee structure of FCOT with respect to the fees

APPENDIX A – LETTER FROM THE FCOT IFA TO THE FCOT INDEPENDENT DIRECTORS AND TO THE FCOT TRUSTEE IN RESPECT OF THE TRUST SCHEME

payable to the manager of FCOT will be amended to reflect the fee structure in the FLT Trust Deed such that the existing fee structure of FLT is retained.

Table 1: Fee Structure Comparison

Fees	FCOT	FLT
Manager's Base Fee	<u>FCOT Manager</u> <ul style="list-style-type: none"> ▪ 0.5 per cent per annum of the value of the real estate assets of the FCOT Group. 	<u>FLT Manager</u> <ul style="list-style-type: none"> ▪ 0.4 per cent per annum (or such lower percentage as may be determined by the FLT Manager in its absolute discretion) of the value of the FLT Group's Deposited Property⁽²⁰⁾.
Manager's Performance Fee	<u>FCOT Manager</u> <ul style="list-style-type: none"> ▪ 3.5 per cent per annum of the performance fee amount (being the net real estate asset income less the base fee). 	<u>FLT Manager</u> <ul style="list-style-type: none"> ▪ 5.0 per cent per annum (or such lower percentage as may be determined by FLT Manager in its absolute discretion) of the Distributable Income of FLT (as defined in the FLT Trust Deed) of the FLT Group in the relevant financial year (calculated before accounting for the FLT Manager's performance fee but after accounting for the FLT Manager's base fee and the FLT Australia Trust manager's base fee and performance fee).
Manager's Acquisition Fee	<u>FCOT Manager</u> <ul style="list-style-type: none"> ▪ Not more than 1.0 per cent of the acquisition price of properties acquired. 	<u>FLT Manager</u> <ul style="list-style-type: none"> ▪ 0.5 per cent for acquisitions from related parties and 1.0 per cent for all other cases (or such lower percentage as may be determined by the FLT Manager in its absolute discretion) of any of the following as is applicable (subject to there being no double-counting): <ol style="list-style-type: none"> a) the acquisition price of any real estate (excluding stamp duty) purchased by FLT, whether directly or indirectly through one or more special purpose vehicles ("SPVs"), plus any other payments in addition to the acquisition price made by FLT or its SPVs to the vendor in connection with the purchase of the real estate (pro-rated, if applicable, to the proportion of FLT's interest); b) the underlying value of any real estate which is taken into account when computing the acquisition price payable for the equity interests of any vehicle holding directly or indirectly the real estate purchased by FLT, plus any other payments made by FLT or its SPVs to the vendor in connection with the purchase of such equity interests (pro-rated, if applicable, to the proportion of FLT's interest); or c) the acquisition price of any investment purchased by FLT in any debt securities of any property corporation or other SPV owning or acquiring real estate or any debt securities which are secured whether directly or indirectly by the rental income from real estate.

⁽²⁰⁾ For the purpose of Table 1, "Deposited Property" means all the assets of FLT, including all its authorised investments for the time being held or deemed to be held upon the trusts of the FLT Trust Deed

**APPENDIX A – LETTER FROM THE FCOT
IFA TO THE FCOT INDEPENDENT DIRECTORS AND TO THE FCOT TRUSTEE
IN RESPECT OF THE TRUST SCHEME**

Fees	FCOT	FLT
Manager's Divestment Fee	<u>FCOT Manager</u> <ul style="list-style-type: none"> ■ Not more than 0.5 per cent of the sale price on properties disposed. 	<u>FLT Manager</u> <ul style="list-style-type: none"> ■ 0.5 per cent (or such lower percentage as may be determined by FLT Manager in its absolute discretion) of any of the following as is applicable (subject to there being no double-counting): <ol style="list-style-type: none"> a) the sale price of any real estate sold or divested by FLT, whether directly or indirectly through one or more SPVs, plus any other payments in addition to the sale price received by FLT or its SPVs from the purchaser in connection with the sale or divestment of the real estate (pro-rated, if applicable, to the proportion of FLT's interest); b) the underlying value of any real estate which is taken into account when computing the sale price for the equity interests in any vehicle holding directly or indirectly the real estate, sold or divested by FLT, whether directly or indirectly through one or more SPVs, plus any other payments received by FLT or its SPVs from the purchaser in connection with the sale or divestment of such equity interests (pro-rated, if applicable, to the proportion of FLT's interest); or c) the sale price of the investment sold or divested by FLT, whether directly or indirectly through one or more SPVs, in any debt securities of any property corporation or other SPV owning or acquiring real estate or any debt securities which are secured whether directly or indirectly by the rental income from real estate.
Manager's Development Management Fee	<u>FCOT</u> <ul style="list-style-type: none"> ■ No development management fee. 	<u>FLT</u> <ul style="list-style-type: none"> ■ 3.0 per cent of the Total Project Costs (as defined in the FLT Trust Deed) incurred in a development project undertaken by the FLT Manager on behalf of FLT ("Development Project"). ■ When the estimated Total Project Costs is greater than S\$200.0 million, the FLT Trustee and the FLT Manager's independent directors will first review and approve the quantum of the development management fee, whereupon the FLT Manager may be directed by its independent directors to reduce the development management fee. Further, in cases where the market pricing for comparable services is, in the FLT Manager's view, materially lower than the development management fee, the independent directors of the FLT Manager shall have the discretion to accept a development management fee which is less than 3.0 per cent of the Total Project Costs incurred in a Development Project. ■ No acquisition fee shall be paid when the FLT Manager receives the development management fee for a Development Project. For the avoidance of doubt, the FLT Manager shall be entitled to receive an acquisition fee on the land costs.
Trustee's Fee	<u>FCOT Trustee</u> <ul style="list-style-type: none"> ■ 0.03 per cent per annum of the gross asset value of the FCOT Group, subject to a minimum of S\$36,000 per annum, excluding out-of-pocket expenses and Goods and Services Tax ("GST"). 	<u>FLT Trustee</u> <ul style="list-style-type: none"> ■ Up to 0.015 per cent per annum of the value of FLT's Deposited Property, subject to a minimum of S\$15,000 per month, excluding out-of-pocket expenses and GST.

**APPENDIX A – LETTER FROM THE FCOT
IFA TO THE FCOT INDEPENDENT DIRECTORS AND TO THE FCOT TRUSTEE
IN RESPECT OF THE TRUST SCHEME**

Fees	FCOT	FLT
Changes to Fee Structure	<u>FCOT</u> ▪ By way of Extraordinary Resolution.	<u>FLT</u> ▪ By way of an extraordinary resolution of FLT Unitholders

The summary should be read in conjunction with, and in the context of, the FCOT Trust Deed and the FLT Trust Deed.

3.5 Scheme Conditions

3.5.1 Scheme Conditions

The Trust Scheme is conditional upon the satisfaction (or, where applicable, the waiver) of the Scheme Conditions set out in the Implementation Agreement and reproduced in Paragraph 2.10(a) of the Letter to FCOT Unitholders (as set out on pages 51 to 55 of the Scheme Document) (“**Letter to FCOT Unitholders**”).

As at the IFA Reference Date, save for the Scheme Conditions set out in Paragraph 2.10(a) of the Letter to FCOT Unitholders which have been satisfied (or, where applicable, waived), the Trust Scheme is conditional upon the satisfaction (or, where applicable, waiver) of the remaining Scheme Conditions as set out in Paragraph 2.10(a) of the Letter to FCOT Unitholders by the Long-Stop Date.

3.5.2 Benefits of Scheme Conditions

a) FLT’s Benefit

The FLT Trustee and the FLT Manager may waive any Scheme Condition in Paragraphs 2.10(a)(iv)(A), (B) and (C) (*Regulatory Approvals*) and 2.10(a)(viii) (*No Prescribed Occurrence*) of the Letter to FCOT Unitholders (insofar as it relates to any Prescribed Occurrence in relation to any FCOT Group Entity) and Paragraphs 2.10(a)(ix) (*FCOT Representations and Warranties*), 2.10(a)(xi) (*Third Parties*) and 2.10(a)(xii) (*No Material Adverse Effect*) of the Letter to FCOT Unitholders (insofar as it relates to any Material Adverse Effect in respect of the FCOT Group). Any breach or non-fulfilment of any such Scheme Condition may be relied upon only by the FLT Trustee and the FLT Manager. The FLT Trustee and the FLT Manager may at any time and from time to time at their sole and absolute discretion waive any such breach or non-fulfilment.

b) FCOT’s Benefit

The FCOT Trustee and the FCOT Manager may waive any Scheme Condition in Paragraph 2.10(a)(viii) (*No Prescribed Occurrence*) of the Letter to FCOT Unitholders (insofar as it relates to any Prescribed Occurrence in relation to any FLT Group Entity), and Paragraphs 2.10(a)(x) (*FLT Representations and Warranties*) and 2.10(a)(xii) (*No Material Adverse Effect*) of the Letter to FCOT Unitholders (insofar as it relates to any Material Adverse Effect in respect of the FLT Group). Any breach or non-fulfilment of any such Scheme Condition may be relied upon only by the FCOT Trustee and the FCOT Manager. The FCOT Trustee and the FCOT Manager may at any time and from time to time at their sole and absolute discretion waive any such breach or non-fulfilment.

c) Mutual Benefit

The Parties may jointly waive the Scheme Conditions in Paragraphs 2.10(a)(vi) (*Authorisations and Consents*) and (vii) (*No Legal or Regulatory Restraint*) of the Letter to FCOT Unitholders (in each case, to the extent legally permissible). For the avoidance of doubt, the Parties agree that the Scheme Conditions in Paragraphs 2.10(a)(i) (*Amendments to FCOT Trust Deed*), (ii) (*Trust Scheme*), (iii) (*Court Approval for the Trust Scheme*), (iv)(D), (E), (F) (*Regulatory Approvals*) and (v) (*Approval from FLT Unitholders*) of the Letter to FCOT Unitholders are not capable of being waived by any Party or all of the Parties.

APPENDIX A – LETTER FROM THE FCOT IFA TO THE FCOT INDEPENDENT DIRECTORS AND TO THE FCOT TRUSTEE IN RESPECT OF THE TRUST SCHEME

3.6 Effective Date

The Trust Scheme will become effective on the date of the written notification to the MAS of the grant of Trust Scheme Court Order (being the Effective Date), which shall be effected by or on behalf of the FLT Manager within 25 Business Days from the date on which the last Scheme Condition set out in Paragraphs 2.10(a)(i) (*Amendments to FCOT Trust Deed*), (ii) (*Trust Scheme*), (iii) (*Court Approval for the Trust Scheme*), (iv) (*Regulatory Approvals*), (v) (*Approval from FLT Unitholders*), (vi) (*Authorisations and Consents*) and (xi) (*Third Parties*) of the Letter to FCOT Unitholders is satisfied or waived, as the case may be, in accordance with the terms of the Implementation Agreement.

3.7 Amendment of the Trust Deed of FCOT

The Trust Scheme will require the approval by the FCOT Unitholders holding in aggregate more than 75 per cent of the total number of votes held by the FCOT Unitholders present and voting either in person or by proxy to amend the FCOT Trust Deed to include the Trust Deed Amendments, in such form and substance as agreed in writing by the Parties, at the Extraordinary General Meeting of the FCOT Unitholders to be convened immediately prior to the Trust Scheme Meeting.

3.8 Approval of the FCOT Unitholders

The Trust Scheme will also require, among others, the approval of the Trust Scheme at the Trust Scheme Meeting, being approval by a majority in number of the FCOT Unitholders representing at least three-fourths (75 per cent) in value of the FCOT Units held by the FCOT Unitholders present and voting either in person or by proxy at the Trust Scheme Meeting.

3.9 Termination of the Trust Scheme

3.9.1 Right to Terminate

The Implementation Agreement may be terminated with immediate effect by giving notice in writing at any time prior to the Relevant Date, subject to the prior consultation with the SIC, and the SIC giving its approval for, or stating that it has no objection to, such termination:

- a) **Court Order:** by either the FLT Trustee and the FLT Manager or the FCOT Trustee and the FCOT Manager, if any court of competent jurisdiction or Governmental Agency has issued an order, decree or ruling or taken any other action permanently enjoining, restraining or otherwise prohibiting the Trust Scheme, the Merger or any part thereof, or has refused to do anything necessary to permit the Trust Scheme, the Merger or any part thereof, and such order, decree, ruling, other action or refusal shall have become final and non-appealable;
- b) **Breach: by either:**
 - i. the FLT Trustee and the FLT Manager, if any of the FCOT Trustee or the FCOT Manager (i) is in breach of the representations and warranties of the FCOT Trustee and the FCOT Manager set out in the Implementation Agreement which are material in the context of the Trust Scheme, and such defaulting party fails to remedy such breach (if capable of remedy) within 14 days after being given notice by either of the FLT Trustee and the FLT Manager to do so; or (ii) fails to perform and comply 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 them, on or prior to the Relevant Date and which are material in the context of the Trust Scheme; or
 - ii. the FCOT Trustee and the FCOT Manager, if either the FLT Trustee or the FLT Manager (i) is in breach of the representations and warranties of the FLT Trustee and the FLT Manager set out in the Implementation Agreement which are material in the context of the Trust Scheme, and such defaulting party fails to remedy such breach (if capable of remedy) within 14 days after being given notice by any of the

APPENDIX A – LETTER FROM THE FCOT IFA TO THE FCOT INDEPENDENT DIRECTORS AND TO THE FCOT TRUSTEE IN RESPECT OF THE TRUST SCHEME

FCOT Trustee or the FCOT Manager to do so; or (ii) fails to perform and comply 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 them, on or prior to the Relevant Date and which are material in the context of the Trust Scheme;

- c) **FCOT Unitholders' Approvals:** by either the FLT Trustee and the FLT Manager or the FCOT Trustee and the FCOT Manager, if the resolutions submitted to (1) the Extraordinary General Meeting for the Trust Deed Amendments or (2) the Trust Scheme Meeting for the Trust Scheme, are not approved (without amendment) by the requisite majorities;
- d) **FLT Unitholders' Approval:** by either the FCOT Trustee and the FCOT Manager or the FLT Trustee and the FLT Manager, if the resolution(s) submitted to the general meeting of the FLT Unitholders for the Merger are not approved (without amendment) by the requisite majority; or
- e) **Competing Offer:** by either the FCOT Trustee and the FCOT Manager or the FLT Trustee and the FLT Manager if a Competing Offer in respect of FCOT or FLT becomes or is declared unconditional in all respects (or its equivalent) and/or is completed, save in respect of any Competing Offer effected with the prior written consent of the FCOT Trustee and the FCOT Manager (in the case of a Competing Offer in respect of FLT) or the prior written consent of the FLT Trustee and the FLT Manager (in the case of a Competing Offer in respect of FCOT).

3.9.2 Non-fulfilment of Conditions Precedent

In the event:

- a) any of the conditions precedent set out in Paragraphs 2.10(a)(i) (*Amendments to FCOT Trust Deed*), (ii) (*Trust Scheme*), (iii) (*Court Approval for the Trust Scheme*), (iv) (*Regulatory Approvals*), (v) (*Approval from FLT Unitholders*), (vi) (*Authorisations and Consents*) and (vii) (*No Legal or Regulatory Restraint*) of the Letter to FCOT Unitholders is not satisfied (or, where applicable, has not been waived), or if the Trust Scheme has not become effective on or before 11.59 p.m. on the Long-Stop Date, any Party may immediately terminate the Implementation Agreement, the Merger and the Trust Scheme by notice in writing to the other Parties;
- b) any of the conditions precedent set out in Paragraph 2.10(a)(viii) (*No Prescribed Occurrence*) of the Letter to FCOT Unitholders (in relation to any Prescribed Occurrences relating to any FCOT Group Entity) or Paragraphs 2.10(a)(ix) (*FCOT Representations and Warranties*), (xi) (*Third Parties*) and (xii) (*No Material Adverse Effect*) of the Letter to FCOT Unitholders (in relation to any Material Adverse Effect in respect of the FCOT Group) is not satisfied (or, if applicable, waived), on or before 11.59 p.m. on the Long-Stop Date, the FLT Trustee and the FLT Manager may immediately terminate the Implementation Agreement, the Merger and the Trust Scheme by notice in writing to the FCOT Trustee and the FCOT Manager; or
- c) any of the conditions precedent set out in Paragraph 2.10(a)(viii) (*No Prescribed Occurrence*) of the Letter to FCOT Unitholders (in relation to any Prescribed Occurrences relating to any FLT Group Entity), or Paragraphs 2.10(a)(x) (*FLT Representations and Warranties*) and (xii) (*No Material Adverse Effect*) of the Letter to FCOT Unitholders (in relation to any Material Adverse Effect in respect of the FLT Group), is not satisfied (or, if applicable, waived), on or before 11.59 p.m. on the Long-Stop Date, the FCOT Trustee and the FCOT Manager may immediately terminate the Implementation Agreement, the Merger and the Trust Scheme by notice in writing to the FLT Trustee and the FLT Manager,

in each case, provided that: (1) the non-fulfilment of any conditions precedent is material in the context of the Merger and/or the Trust Scheme, (2) prior consultation with the SIC has been conducted, and (3) the SIC has given its approval for, and stated that it has no objection

APPENDIX A – LETTER FROM THE FCOT IFA TO THE FCOT INDEPENDENT DIRECTORS AND TO THE FCOT TRUSTEE IN RESPECT OF THE TRUST SCHEME

to, such termination.

3.9.3 Consultation with Other Parties

In the event any 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 Parties.

3.9.4 Effect of Termination

Upon termination of the Implementation Agreement by either (i) the FLT Trustee and the FLT Manager or (ii) the FCOT Trustee and the FCOT Manager in accordance with its terms, no Party shall have a claim against any other Party, except in relation to certain surviving provisions such as those relating to, amongst others, confidentiality, costs and expenses and governing law.

3.10 Exclusivity

During the period from (and including) the Joint Announcement Date up to (and including) the date on which the Implementation Agreement is terminated in accordance with its terms, the FCOT Trustee and the FCOT Manager will:

- a) ensure that each of them and the other FCOT Group Entities and their respective employees, consultants, advisers and representatives shall deal exclusively with the FLT Trustee and the FLT Manager to complete the Trust Scheme and do not directly or indirectly solicit, invite, induce, initiate, encourage or entertain approaches or participate in or enter into any negotiations or discussions, or communicate any intention to do any of these things (including allowing any third party to perform due diligence investigations on any FCOT Group Entity), with a view to obtaining or with respect to any expression of interest, offer or proposal by any person other than the FLT Trustee and the FLT Manager in relation to:
 - i. any proposal or offer to (whether directly or indirectly) acquire or become the holder (whether by share purchase, asset purchase, scheme, capital reconstruction, tender offer or otherwise) of, or otherwise have an economic interest in:
 - A. any part of the businesses, assets (other than in the ordinary and usual course of business of the FCOT Group) or undertakings of FCOT and/or any other FCOT Group Entity; or
 - B. any units in FCOT and/or shares in any other FCOT Group Entity; or
 - ii. any proposal or offer to otherwise acquire or merge with FCOT or any other FCOT Group Entity (whether by way of joint venture, reverse takeover bid, dual listed company structure or otherwise); or
 - iii. any other arrangement having an effect similar to any of Paragraphs 3.10(a)(i) or 3.10(a)(ii) above, including a merger or amalgamation proposal; or
 - iv. any other transaction which would preclude, interfere with or prejudice the Merger and/or the Trust Scheme; and
- b) notify the FLT Trustee of the details of any approach or solicitations by any third party made either to FCOT or any FCOT Group Entity with a view to the making of any such offer, merger or sale upon becoming aware of the relevant matter,

save that the restrictions in this Paragraph 3.10 shall not apply to (i) the making of normal presentations, by and on behalf of any FCOT Group Entity, to brokers, portfolio investors and analysis in the ordinary and usual course in relation to its business generally, and (ii) the provision of information by or on behalf of FCOT to the SGX-ST.

APPENDIX A – LETTER FROM THE FCOT IFA TO THE FCOT INDEPENDENT DIRECTORS AND TO THE FCOT TRUSTEE IN RESPECT OF THE TRUST SCHEME

For the avoidance of doubt, nothing in this Paragraph 3.10 shall prohibit or restrict FCOT from receiving any unsolicited or uninitiated expression of interest, offer or proposal of a kind referred to in this Paragraph 3.10. In the event that any FCOT Group Entity receives any such expression of interest, offer or proposal, FCOT shall be entitled:

- i. if required pursuant to the Listing Manual and/or the Code, to announce such expression of interest, offer or proposal;
- ii. to enter into discussions or negotiations or otherwise entertain such expressions of interest, offer or proposal;
- iii. to make any recommendation or to refrain from making any recommendation to the FCOT Unitholders as the directors of the FCOT Manager may deem fit in respect of such expression of interest, offer or proposal; and
- iv. generally to perform all such acts as may be necessary for the directors of the FCOT Manager 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),

provided that, in each instance, the FCOT Directors have determined, in good faith and acting reasonably, that a failure to do any of the foregoing would constitute a breach of the Listing Manual, the requirements of the SGX-ST, the Code or any applicable laws or regulations (including the fiduciary obligations of the directors of the FCOT Manager).

3.11 Waiver of Rights to General Offer

The FCOT Unitholders should note that by voting in favour of the Trust Scheme, FCOT Unitholders will be regarded as having waived their rights to a general offer by the FLT Manager Concert Party Group to acquire the FCOT Units under the Code (in respect of the Trust Scheme only) and are agreeing to the FLT Manager Concert Party Group acquiring or consolidating effective control of FCOT by way of the Trust Scheme without having to make a general offer.

3.12 Switch Option

Pursuant to the terms of the Implementation Agreement and subject to prior consultation with the SIC:

- a) in the event of a FCOT Competing Offer or an intention to make an FCOT Competing Offer is announced (whether or not such FCOT Competing Offer is pre-conditional), the FLT Trustee has the right at its discretion to elect at any time to exercise the Switch Option, provided that the FLT Trustee shall not be entitled to exercise the Switch Option in the event that the prior written consent of the FLT Trustee and the FLT Manager was obtained in respect of such FCOT Competing Offer;
- b) in such event, the FLT Trustee will make the Offer on the same or better terms as those which apply to the Trust Scheme or the FCOT Competing Offer (whichever is the higher), including the same or a higher consideration than the Scheme Consideration for each FCOT Unit (being the aggregate of (i) the implied dollar value of the Consideration Units, based on the fixed number of Consideration Units issued for each FCOT Unit and the issue price per Consideration Unit, and (ii) the Cash Consideration), and conditional upon a level of acceptances set at only more than 50 per cent of the FCOT Units to which the Offer relates and not conditional on a higher level of acceptances; and
- c) if the FLT Trustee exercises the Switch Option, the Implementation Agreement (other than the Surviving Provisions) shall terminate with effect from the date of announcement by or on behalf of the FLT Trustee of a firm intention to make the Offer (other than the Surviving Provisions), and none of the Parties shall have any claim against the others under the Implementation Agreement.

For the avoidance of doubt, there is no requirement under the terms and conditions of the

APPENDIX A – LETTER FROM THE FCOT IFA TO THE FCOT INDEPENDENT DIRECTORS AND TO THE FCOT TRUSTEE IN RESPECT OF THE TRUST SCHEME

Implementation Agreement for the FLT Trustee to exercise the Switch Option in the event of the FCOT Competing Offer.

3.13 The FCOT Trust Deed Amendments

Pursuant to the FCOT Trust Deed, the FCOT Manager is seeking the approval of the FCOT Unitholders by way of an Extraordinary Resolution at the Extraordinary General Meeting for the FCOT Trust Deed Amendments.

The FCOT Trust Deed Amendments will introduce provisions to facilitate the implementation of the Trust Scheme. Pursuant to the FCOT Trust Deed Amendments, details of which are as follows:

- a) the FCOT Unitholders, the FCOT Trustee and the FCOT Manager shall do all things and execute all deeds, instruments, transfers or other documents as the FCOT Trustee and the FCOT Manager consider necessary or desirable to execute, implement and/or to give full effect to the terms of the Trust Scheme and the transactions contemplated by it;
- b) each of the FCOT Trustee and the FCOT Manager shall have the power to do all things which it considers necessary, desirable or reasonably incidental to execute, implement and/or to give effect to the Trust Scheme and the transactions contemplated by it; and
- c) the Trust Scheme, if the Trust Scheme Resolution is approved at the Trust Scheme Meeting and upon granting of the Trust Scheme Court Order, shall come into effect on the Effective Date and shall be binding on the FCOT Trustee, the FCOT Manager and all FCOT Unitholders.

Please refer to Appendix D of the Scheme Document which sets out the proposed FCOT Trust Deed Amendments.

For the avoidance of doubt, the Trust Scheme Meeting will only be convened if the FCOT Trust Deed Amendments Resolution is passed at the Extraordinary General Meeting.

4. APPROVALS REQUIRED IN RESPECT OF THE TRUST SCHEME

4.1 Trust Scheme Meeting and Court Sanction

The Trust Scheme will require, *inter alia*, the following approvals:

- a) the approval of the FCOT Unitholders by way of an Extraordinary Resolution at the Extraordinary General Meeting for the FCOT Trust Deed Amendments Resolution;
- b) the approval of a majority in number of the FCOT Unitholders representing at least three-fourths in value of the FCOT Units held by the FCOT Unitholders present and voting either in person or by proxy at the Trust Scheme Meeting; and
- c) the Trust Scheme Court Order being obtained.

The Trust Scheme Resolution is contingent upon the approval of the FCOT Trust Deed Amendments Resolution at the Extraordinary General Meeting. In the event that the FCOT Trust Deed Amendments Resolution is not passed at the Extraordinary General Meeting, the FCOT Manager will not proceed with the Trust Scheme Meeting. This means that the Trust Scheme cannot be implemented by the FCOT Manager and the FLT Manager unless both the FCOT Trust Deed Amendments Resolution and the Trust Scheme Resolution are passed at the Extraordinary General Meeting and the Trust Scheme Meeting respectively.

For avoidance of doubt, the FCOT Trust Deed Amendments Resolution is not conditional on the Trust Scheme Resolution being passed. In the event the FCOT Trust Deed Amendments Resolution is approved at the Extraordinary General Meeting, the FCOT Trust Deed will be amended to include the FCOT Trust Deed Amendments,

APPENDIX A – LETTER FROM THE FCOT IFA TO THE FCOT INDEPENDENT DIRECTORS AND TO THE FCOT TRUSTEE IN RESPECT OF THE TRUST SCHEME

whether or not the Trust Scheme Resolution is passed.

In addition, the Trust 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.

When the Trust Scheme, with or without modification, becomes effective, it will be binding on all FCOT Unitholders, whether or not they were present in person or by proxy or voted at the Trust Scheme Meeting.

4.2 SIC Rulings and Confirmations

Pursuant to the application made by the FLT Manager to the SIC to seek SIC's rulings and confirmations on certain matters in relation to the Trust Scheme, the SIC has confirmed, *inter alia*, that:

- a) the Trust Scheme is exempted from complying with Rules 14, 15, 16, 17, 20.1, 21, 22, 28, 29, 33.2 and Note 1(b) on Rule 19 of the Code, subject to the following conditions:
 - i. the FLT Trustee (acting in the capacity as trustee of FLT), the FLT Manager and its concert parties, as well as the common substantial FLT Unitholders/FCOT Unitholders (i.e. those holding five per cent or more interests in both FLT and FCOT) abstain from voting on the Trust Scheme;
 - ii. the Scheme Document contains advice to the effect that by voting for the Trust Scheme, FCOT Unitholders are agreeing to the FLT Trustee (acting in the capacity as trustee of FLT), the FLT Manager and its concert parties acquiring FCOT without having to make a general offer for FCOT, and the Scheme Document discloses the names of the FLT Manager and its concert parties, their current voting rights in FCOT and their voting rights in FCOT after the Trust Scheme;
 - iii. the directors of the FCOT Manager who are also directors or concert parties of the FLT Trustee (acting in the capacity as trustee of FLT), the FLT Manager and its concert parties abstain from making a recommendation on the Trust Scheme to FCOT Unitholders;
 - iv. the FCOT Manager appoints an independent financial adviser to advise the FCOT Unitholders on the Trust Scheme;
 - v. the Trust Scheme is approved by a majority in number representing three-fourths in value of the FCOT Units held by the FCOT Unitholders present and voting either in person or by proxy at a meeting convened to approve the Trust Scheme; and
 - vi. the FCOT Trustee obtain Court approval for the Trust Scheme under Order 80 of the Rules of Court; and
- b) it has no objections to the Scheme Conditions.

4.3 FLT Unitholders' Approval

The FLT EGM will also be convened to seek the approval of the FLT Unitholders for: (a) the Merger, (b) the issuance of the Consideration Units as part of the consideration for the Merger, and (c) the Proposed Asset Acquisition.

For further information on the FLT Unitholders' Approval, please refer to the FLT Circular dated 14 February 2020, a copy of which is available on www.sgx.com.

5. DELISTING

Upon the Trust Scheme becoming effective in accordance with its terms:

- a) all FCOT Unitholders will receive for each FCOT Unit the Cash Consideration of S\$0.151 in cash and the Consideration Units of 1.233 new FLT Units at an issue price of S\$1.240

APPENDIX A – LETTER FROM THE FCOT IFA TO THE FCOT INDEPENDENT DIRECTORS AND TO THE FCOT TRUSTEE IN RESPECT OF THE TRUST SCHEME

per FLT Unit;

- b) the FLT Trustee will hold 100 per cent of the FCOT Units; and
- c) FCOT will, subject to the approval of the SGX-ST, be delisted and removed from the Official List of the SGX-ST.

An application was made to seek approval from the SGX-ST to delist and remove FCOT from the Official List of the SGX-ST upon the Trust Scheme becoming effective and binding in accordance with its terms. The SGX-ST has, on 6 January 2020, advised that it has no objection to the delisting of FCOT from the Official List of the SGX-ST subject to the Trust Scheme becoming effective.

The above decision of the SGX-ST is not to be taken as an indication of the merits of the Trust Scheme, the delisting and removal of FCOT from the Official List of the SGX-ST, FCOT, the FCOT Manager, their subsidiaries and/or their securities.

FCOT UNITHOLDERS SHOULD NOTE THAT BY VOTING IN FAVOUR OF THE TRUST SCHEME, FCOT WILL BE DELISTED FROM THE OFFICIAL LIST OF THE SGX-ST IF THE TRUST SCHEME BECOMES EFFECTIVE AND BINDING IN ACCORDANCE WITH ITS TERMS.

6. CONFIRMATION OF FINANCIAL RESOURCES

As stated in Paragraph 14 of the Offeror's Letter, Merrill Lynch (Singapore) Pte. Ltd., as the sole financial adviser to the FLT Manager in respect of the Merger and the Trust Scheme, confirms that sufficient financial resources are available to FLT to satisfy in full the aggregate Cash Consideration payable by the FLT Trustee for all the FCOT Units to be acquired by the FLT Trustee pursuant to the Trust Scheme.

7. IMPLEMENTATION OF THE TRUST SCHEME

Each of the FCOT Trustee (to the extent applicable), the FCOT Manager, the FLT Trustee (to the extent applicable) and the FLT Manager have agreed to execute all documents and do or cause to be done all acts and things necessary for the implementation of the Merger and/or the Trust Scheme as expeditiously as reasonably practicable.

8. INDEPENDENCE OF FCOT DIRECTORS

- a) The SIC has ruled that the Conflicted Directors are exempted from the requirements to make a recommendation on the Trust Scheme to the FCOT Unitholders as they face irreconcilable conflicts of interest:
 - i. Mr. Chia Khong Shoong is a Non-Executive and Non-Independent Director of the FLT Manager, the Group Chief Corporate Officer of the Sponsor as well as a director of various subsidiaries of the Sponsor. Mr. Chia holds 220,000 FLT Units;
 - ii. Mr. Christopher Tang Kok Kai is a Non-Executive and Non-Independent Director of Frasers Centrepoint Asset Management Ltd., which is the manager of Frasers Centrepoint Trust and a wholly-owned subsidiary of the Sponsor, and the director of various other subsidiaries of the Sponsor. Mr. Tang was also the Chief Executive Officer, Frasers Property Singapore until 31 December 2019. Mr. Tang holds 112,700 FLT Units; and
 - iii. Mr. Low Chee Wah is the Chief Executive Officer of the Retail Division of the Sponsor, and a Non-Executive and Non-Independent Director of Frasers Centrepoint Asset Management Ltd., which is the manager of Frasers Centrepoint Trust and a wholly-owned subsidiary of the Sponsor. He is also a director of various subsidiaries of the Sponsor.
- b) Nonetheless, the Conflicted Directors will, together with the other FCOT Directors, still

APPENDIX A – LETTER FROM THE FCOT IFA TO THE FCOT INDEPENDENT DIRECTORS AND TO THE FCOT TRUSTEE IN RESPECT OF THE TRUST SCHEME

assume responsibility for the accuracy of the facts stated and the completeness of the information given by the FCOT Manager to the FCOT Unitholders of the Trust Scheme, including information contained in announcements and documents issued by or on behalf of FCOT in connection with the Trust Scheme.

- c) Save for the Conflicted Directors, all the other FCOT Directors consider themselves independent for the purposes of making a recommendation on the Trust Scheme to the FCOT Unitholders.

9. FINANCIAL EVALUATION OF THE SCHEME OF ARRANGEMENT

9.1 Valuation Methodology

The Scheme Consideration comprises the following:

- a) a fixed scrip consideration, which is 1.233 Consideration Units per FCOT Unit (the “**Net Exchange Ratio**”); and
- b) a fixed Cash Consideration, which is S\$0.151 in cash per FCOT Unit.

Taking into account the Consideration Unit Price, the Net Exchange Ratio and the Cash Consideration, the Scheme Consideration implies a value of S\$1.680 per FCOT Unit, as illustrated below:

Scheme Consideration for Each FCOT Unit				
Consideration Unit Price (S\$)	Net Exchange Ratio (x)	Cash Consideration (S\$)	Scheme Consideration (S\$)	
S\$ 1.240	x	1.233x	+	S\$ 0.151
			=	S\$ 1.680

We have confined our evaluation to the financial terms of the Trust Scheme. In evaluating the financial terms of the Trust Scheme, we have assessed the value of FCOT Units and FLT Units as implied by the Scheme Consideration and the Consideration Unit Price respectively. We have also assessed the Net Exchange Ratio and the ratio between the Scheme Consideration and the Consideration Unit Price (“**Gross Exchange Ratio**”)⁽²¹⁾. Furthermore, we have also assessed the Cash Consideration as a percentage of the Scheme Consideration.

We have performed the following analyses based upon market, economic, industry, monetary and other conditions in effect on the IFA Reference Date and upon publicly available information and information made available to us by the FCOT Manager as of the IFA Reference Date:

(A) Evaluation of Scheme Consideration

- i. **Liquidity Analysis:** Comparison of the liquidity of FCOT Units with the liquidity of companies that make up the top 15 constituents of the Straits Times Index (“**STI**”) traded on the SGX-ST based on market capitalisation (the “**Top 15 STI Companies**”);
- ii. **Historical Market Performance Analysis:** Comparison of the Scheme Consideration to historical market performance and trading activities of FCOT Units;
- iii. **P/NAV Analysis:** Comparison of historical price-to-net-asset-value (“**P/NAV**”) multiples of FCOT Units to the P/NAV multiple of FCOT Units as implied by the Scheme Consideration;

⁽²¹⁾ Gross Exchange Ratio = Scheme Consideration / Consideration Unit Price or Gross Exchange Ratio = Net Exchange Ratio + (Cash / Consideration Unit Price)

APPENDIX A – LETTER FROM THE FCOT IFA TO THE FCOT INDEPENDENT DIRECTORS AND TO THE FCOT TRUSTEE IN RESPECT OF THE TRUST SCHEME

- iv. **Distribution Yield Analysis:** Comparison of historical Last Twelve Months (“LTM”) distribution yields of FCOT Units to the distribution yield of FCOT Units as implied by the Scheme Consideration;
- v. **Trading Multiples:** Comparison of trading multiples of Selected Singapore-Listed Office REITs (as defined in Paragraph 9.6.6 below) relative to the trading multiples of FCOT Units as implied by the Scheme Consideration;
- vi. **Precedent Transactions:** Comparison of (a) the premium/(discount) to the prevailing volume weighted average price (“VWAP”) as implied by the selected precedent transactions with respect to the combination of SGX-ST listed REITs (“S-REITs”) involving scrip as the primary transaction consideration (the “Precedent Transactions”) relative to those implied by the Scheme Consideration and (b) the premium/(discount) to the prevailing NAV as implied by the Precedent Transactions relative to those implied by the Scheme Consideration; and
- vii. **Research Analyst Target Prices:** Comparison of the Scheme Consideration to research analysts target prices of FCOT Units.

(B) Evaluation of Consideration Unit Price

- i. **Liquidity Analysis:** Comparison of the liquidity of FLT Units with the liquidity of the Top 15 STI Companies;
- ii. **Historical Market Performance Analysis:** Comparison of Consideration Unit Price with historical market performance and trading activity of FLT Units;
- iii. **P/NAV Analysis:** Comparison of historical P/NAV multiples of FLT Units to the P/NAV multiple of FLT Units as implied by the Consideration Unit Price;
- iv. **Distribution Yield Analysis:** Comparison of historical LTM distribution yields of FLT Units to the distribution yield of FLT Units as implied by the Consideration Unit Price;
- v. **Trading Multiples:** Comparison of trading multiples of selected Singapore-Listed Logistics/Industrial REITs (as defined in Paragraph 9.7.6 below) relative to the trading multiples of FLT Units as implied by the Consideration Unit Price; and
- vi. **Research Analyst Target Prices:** Comparison of the Consideration Unit Price to research analysts target prices of FLT Units.

(C) Other Considerations

- i. **Exchange Ratio Analysis:** Comparison of exchange ratios implied by the historical unit price and VWAP of FCOT Units and FLT Units with the Gross Exchange Ratio and Net Exchange Ratio; and
- ii. **Cash Component of Scheme Consideration:** Comparison of the cash component as a percentage of the Scheme Consideration with that of the Precedent Transactions.

9.2 General Bases and Assumptions

In the course of our analysis, we have relied on the basis that:

- a) the total FCOT Units in issue as of the IFA Reference Date comprises 916,622,020 units;
- b) there were no FCOT Units issuable as of the IFA Reference Date given that the 1,725,887 FCOT Units to be issued to the FCOT Manager in consideration of 100 per cent of the base component of the management fee payable for the quarter ended 31 December 2019 had been issued on 22 January 2020;
- c) the total FCOT Units in issue as of the UUPD comprises 909,235,918 units; and
- d) the total FCOT Units issuable as of the UUPD comprises 3,479,511 units.

The underlying financial data used in our analyses in this Letter in respect of the

APPENDIX A – LETTER FROM THE FCOT IFA TO THE FCOT INDEPENDENT DIRECTORS AND TO THE FCOT TRUSTEE IN RESPECT OF THE TRUST SCHEME

matters set out herein, including, but not limited to, the FCOT Units and the FLT Units, has been extracted from, amongst others, Bloomberg, FactSet, Capital IQ, SGX-ST filings, SNL and relevant public documents of those respective companies as of the IFA Reference Date. We have not independently verified (nor have we assumed responsibility or liability for independently verifying) or ascertained any such information, whether written or verbal, and make no representations or warranties, express or implied, on the accuracy or completeness or adequacy of such information. We have made reasonable enquiries and exercised reasonable judgement as we deemed necessary on the reasonable use of such information and we are not aware of any reason to doubt the accuracy of such information.

9.3 Valuation Metrics

We have applied the following valuation metrics to our analysis:

Valuation Ratio	Description
P/NAV Multiple	“NAV” or “net asset value” is the book value of a company’s shareholders’ equity (excluding minority interest). The “P/NAV” or “price-to-NAV” ratio illustrates the ratio of the market price of a company’s units relative to its historical book value per unit as recorded in its latest reported financial statements. Comparisons of companies using their book value are affected by differences in their respective accounting policies, in particular their depreciation and asset valuation policies.
LTM Distribution Yield	The “LTM Distribution Yield” is the aggregate DPU amount that has been declared for distribution over the prior 12 months, divided by the current unit price.

As part of our evaluation of the financial terms of the Trust Scheme, we have assessed the P/NAV Multiples and LTM Distribution Yields of FCOT Units and FLT Units as implied by the Scheme Consideration and the Consideration Unit Price, as applicable, and compared these valuation metrics to the relevant mean and median values as well as to the relevant minimum and maximum ranges set out in this Letter.

9.4 FCOT Independent Audit Opinion

The FCOT Manager and the FCOT Trustee have not commissioned any valuation of the properties held by FLT and its subsidiaries for the purpose of the Trust Scheme, and the FLT Manager and the FLT Trustee have not commissioned any valuation of the properties held by FCOT and its subsidiaries. However, the FCOT Manager and FCOT Trustee have appointed the FCOT Independent Auditors to perform an audit of the carrying value of the logistics and industrial properties held by FLT and its subsidiaries as at 30 September 2019 (the “**805 Audit**”). A reciprocal arrangement was undertaken by FLT on the carrying value of the investment properties held by FCOT as at 30 September 2019.

The intention in carrying out such audit is to give additional comfort to FCOT Unitholders that such carrying values were stated in all material respects in accordance with the accounting policies of FLT and that accordingly the logistics and industrial properties were stated at fair values as at 30 September 2019.

The audit was undertaken in accordance with the Singapore Standard on Auditing 805 (Revised) on Special Considerations – Audits of Single Financial Statements and Specific Elements, Accounts or Items of a Financial Statement, on the line items titled “investment properties” and “investment property held for sale”, set out in the statement of financial position of the FLT Group, as reflected in the FLT FY2019 Financial Statements.

Pursuant to the 805 Audit, the FCOT Independent Auditors have rendered an unqualified opinion.

Please refer to Appendix G to the Scheme Document for a copy of the FCOT Independent Audit Opinion.

APPENDIX A – LETTER FROM THE FCOT IFA TO THE FCOT INDEPENDENT DIRECTORS AND TO THE FCOT TRUSTEE IN RESPECT OF THE TRUST SCHEME

In the course of our evaluation, we have held discussions with the FCOT Independent Auditors and have considered their opinion in reaching our recommendation. We have relied upon that opinion and have not independently verified such information, whether written or verbal and accordingly cannot and do not warrant and do not accept any responsibility for the accuracy, completeness and adequacy of such information in reaching that opinion. The FCOT Independent Directors may wish to advise FCOT Unitholders to refer to the FCOT Independent Audit Opinion.

9.5 Summary of Key Financial Terms

Table 2: Summary Analysis of the Scheme Consideration

	Units	Min	Max	Mean ⁽¹⁾	Median ⁽¹⁾	Closing Price Metrics	Scheme Consideration ⁽²⁾	Transaction Parameters Relative to:		
								Min-Max Range	Mean-Median Range ⁽¹⁾	Closing Price
Historical Trading Range of FCOT Units⁽³⁾										
IFA Ref Date: 6 Feb 2020 (Intraday)	S\$	1.650	1.680	NA	NA	1.680	1.680	Within	NA	Equal
From the JAD up to the IFA Ref Date	S\$	1.620	1.730	VWAP = 1.661	NA	NA	1.680	Within	Higher	NA
UUPD: 27 Nov 2019 (Intraday)	S\$	1.630	1.670	NA	NA	1.670	1.680	Higher	NA	Higher
1-mth Prior to & Including the UUPD	S\$	1.590	1.670	VWAP = 1.622	NA	NA	1.680	Higher	Higher	NA
3-mths Prior to & Including the UUPD	S\$	1.590	1.710	VWAP = 1.630	NA	NA	1.680	Within	Higher	NA
6-mths Prior to & Including the UUPD	S\$	1.480	1.710	VWAP = 1.623	NA	NA	1.680	Within	Higher	NA
12-mths Prior to & Including the UUPD	S\$	1.350	1.710	VWAP = 1.552	NA	NA	1.680	Within	Higher	NA
P/NAV Multiples of FCOT Units⁽⁴⁾										
IFA Ref Date: 6 Feb 2020 (Intraday)	x	1.008x	1.026x	NA	NA	1.026x	1.026x	Within	NA	Equal
From the JAD up to the IFA Ref Date	x	0.996x	1.049x	1.014x	1.013x	NA	1.026x	Within	Higher	NA
UUPD: 27 Nov 2019 (Intraday)	x	1.000x	1.025x	NA	NA	1.025x	1.026x	Higher	NA	Higher
1-mth Prior to & Including the UUPD	x	0.982x	1.025x	0.997x	0.994x	NA	1.026x	Higher	Higher	NA
3-mths Prior to & Including the UUPD	x	0.982x	1.104x	1.034x	1.045x	NA	1.026x	Within	Lower	NA
6-mths Prior to & Including the UUPD	x	0.949x	1.104x	1.034x	1.045x	NA	1.026x	Within	Lower	NA
12-mths Prior to & Including the UUPD	x	0.839x	1.104x	0.974x	0.962x	NA	1.026x	Within	Higher	NA
LTM Distribution Yield of FCOT Units⁽⁵⁾										
IFA Ref Date: 6 Feb 2020 (Intraday)	%	5.71%	5.82%	NA	NA	5.71%	5.71%	Within	NA	Equal
From the JAD up to the IFA Ref Date	%	5.61%	5.89%	5.80%	5.82%	NA	5.71%	Within	Lower	NA
UUPD: 27 Nov 2019 (Intraday)	%	5.75%	5.89%	NA	NA	5.75%	5.71%	Lower	NA	Lower
1-mth Prior to & Including the UUPD	%	5.75%	6.00%	5.91%	5.93%	NA	5.71%	Lower	Lower	NA
3-mths Prior to & Including the UUPD	%	5.65%	6.00%	5.89%	5.89%	NA	5.71%	Within	Lower	NA
6-mths Prior to & Including the UUPD	%	5.65%	6.44%	5.93%	5.89%	NA	5.71%	Within	Lower	NA
12-mths Prior to & Including the UUPD	%	5.65%	7.11%	6.28%	6.36%	NA	5.71%	Within	Lower	NA
Trading Multiples of Selected Singapore-Listed Office REITs										
P/NAV Multiples ⁽⁶⁾	x	0.848x	1.095x	0.954x	0.916x	NA	1.026x	Within	Higher	NA
LTM Distribution Yield ⁽⁷⁾	x	4.35%	5.25%	4.68%	4.44%	NA	5.71%	Higher	Higher	NA
Precedent Transactions of Selected S-REIT Mergers										
Premium over Transaction UUPD	%	1.60%	11.46%	6.99%	7.90%	NA	0.60%	Lower	Lower	NA
Premium over 1-Month VWAP	%	3.00%	13.80%	8.23%	7.90%	NA	3.57%	Within	Lower	NA
Premium over 3-Month VWAP	%	4.50%	19.03%	10.88%	9.10%	NA	3.09%	Lower	Lower	NA
Premium over 6-Month VWAP	%	4.50%	24.20%	11.80%	6.70%	NA	3.54%	Lower	Lower	NA
Premium over 12-Month VWAP	%	0.40%	31.89%	12.46%	5.10%	NA	8.21%	Within	Within	NA
Premium to NAV	%	(0.40%)	26.40%	10.99%	6.96%	NA	3.11%	Within	Lower	NA
Research Analyst Target Prices for FCOT Units										
Target Prices (As of UUPD)	S\$	1.520	1.760	1.668	1.700	NA	1.680	Within	Within	NA

Legend
Green = Favourable
Red = Unfavourable

Source: FactSet, Company Filings

- (1) Mean-Median Range for historical trading range of FCOT Units reflects the VWAP for the respective periods. The VWAP is weighted based on the volume of FCOT Units traded and the corresponding transacted prices of the FCOT Units for market days in the reference periods.
- (2) Scheme Consideration of S\$1.680 or metrics based on the Scheme Consideration.
- (3) Unit price and VWAP figures shown are rounded to the nearest three decimal places. No adjustments to unit prices and VWAP figures have been made for stock splits, rights issues, dividends, bonus issues or other corporate transactions in each respective reference period.
- (4) The P/NAV of FCOT Units is calculated based on the latest reported NAV per FCOT Unit as at each reference date. NAV per unit is calculated using the total number of units issued at the end of the reporting period.
- (5) The LTM Distribution Yield of FCOT Units is calculated based on the latest reported LTM DPU of FCOT Units as at each reference date. LTM DPU is the aggregate of the DPU in the most recent 4 quarters (if distributions are made quarterly) or the aggregate of the DPU in the most recent 2 semiannual periods (if distributions are made semiannually). DPU is calculated using the total number of units issued and issuable at the end of the reporting period.
- (6) P/NAV is calculated based on the latest reported NAV per unit as at each reference date. NAV per unit is calculated using the total number of units issued at the end of the reporting period.
- (7) The LTM Distribution Yield of is calculated based on the latest reported LTM DPU as at each reference date. LTM DPU is the aggregate of the DPU in the most recent 4 quarters (if distributions are made quarterly) or the aggregate of the DPU in the most recent 2 semiannual periods (if distributions are made semiannually). DPU is calculated using the total number of units issued and issuable at the end of the reporting period.

APPENDIX A – LETTER FROM THE FCOT IFA TO THE FCOT INDEPENDENT DIRECTORS AND TO THE FCOT TRUSTEE IN RESPECT OF THE TRUST SCHEME

Table 3: Summary Analysis of the Consideration Unit Price

	Units	Min	Max	Mean ⁽¹⁾	Median ⁽¹⁾	Closing Price Metrics	Consideration Unit Price ⁽²⁾	Transaction Parameters Relative to:		
								Min-Max Range	Mean-Median Range ⁽¹⁾	Closing Price
Historical Trading Range of FLT Units⁽³⁾										
IFA Ref Date: 6 Feb 2020 (Intraday)	S\$	1.250	1.280	NA	NA	1.270	1.240	Lower	NA	Lower
From the JAD up to the IFA Ref Date	S\$	1.180	1.290	VWAP = 1.225	NA	NA	1.240	Within	Higher	NA
UUPD: 27 Nov 2019 (Intraday)	S\$	1.230	1.250	NA	NA	1.240	1.240	Within	NA	Equal
1-mth Prior to & Including the UUPD	S\$	1.190	1.280	VWAP = 1.240	NA	NA	1.240	Within	Equal	NA
3-mths Prior to & Including the UUPD	S\$	1.180	1.290	VWAP = 1.237	NA	NA	1.240	Within	Higher	NA
6-mths Prior to & Including the UUPD	S\$	1.140	1.300	VWAP = 1.218	NA	NA	1.240	Within	Higher	NA
12-mths Prior to & Including the UUPD	S\$	1.010	1.300	VWAP = 1.172	NA	NA	1.240	Within	Higher	NA
P/NAV Multiples of FLT Units⁽⁴⁾										
IFA Ref Date: 6 Feb 2020 (Intraday)	x	1.303x	1.335x	NA	NA	1.324x	1.324x	Within	NA	Equal
From the JAD up to the IFA Ref Date	x	1.230x	1.324x	1.277x	1.282x	NA	1.324x	Higher	Higher	NA
UUPD: 27 Nov 2019 (Intraday)	x	1.282x	1.303x	NA	NA	1.293x	1.324x	Higher	NA	Higher
1-mth Prior to & Including the UUPD	x	1.251x	1.458x	1.331x	1.293x	NA	1.324x	Within	Within	NA
3-mths Prior to & Including the UUPD	x	1.251x	1.459x	1.377x	1.391x	NA	1.324x	Within	Lower	NA
6-mths Prior to & Including the UUPD	x	1.251x	1.459x	1.364x	1.363x	NA	1.324x	Within	Lower	NA
12-mths Prior to & Including the UUPD	x	1.134x	1.459x	1.311x	1.317x	NA	1.324x	Within	Higher	NA
LTM Distribution Yield of FLT Units⁽⁵⁾										
IFA Ref Date: 6 Feb 2020 (Intraday)	%	5.29%	5.42%	NA	NA	5.34%	5.48%	Higher	NA	Higher
From the JAD up to the IFA Ref Date	%	5.34%	5.74%	5.53%	5.51%	NA	5.48%	Within	Lower	NA
UUPD: 27 Nov 2019 (Intraday)	%	5.42%	5.51%	NA	NA	5.47%	5.48%	Within	NA	Higher
1-mth Prior to & Including the UUPD	%	5.31%	5.65%	5.44%	5.47%	NA	5.48%	Within	Higher	NA
3-mths Prior to & Including the UUPD	%	5.22%	5.65%	5.44%	5.44%	NA	5.48%	Within	Higher	NA
6-mths Prior to & Including the UUPD	%	5.18%	5.86%	5.51%	5.52%	NA	5.48%	Within	Lower	NA
12-mths Prior to & Including the UUPD	%	5.18%	6.41%	5.71%	5.66%	NA	5.48%	Within	Lower	NA
Trading Multiples of Selected Singapore-Listed Logistics/Industrial REITs										
P/NAV Multiples ⁽⁶⁾	x	1.093x	1.785x	1.460x	1.526x	NA	1.324x	Within	Lower	NA
LTM Distribution Yield ⁽⁷⁾	x	4.25%	7.12%	5.49%	4.75%	NA	5.48%	Within	Within	NA
Research Analyst Target Prices for FLT Units										
Target Prices (As of UUPD)	S\$	1.150	1.400	1.260	1.280	NA	1.240	Within	Lower	NA

Legend
Green = Favourable
Red = Unfavourable

Source: FactSet, Company Filings

- (1) Mean-Median Range for historical trading range of FLT Units reflects the VWAP for the respective periods. The VWAP is weighted based on the volume of FLT Units traded and the corresponding transacted prices of the FLT Units for market days in the reference periods.
- (2) Consideration Unit Price of S\$1.240 or metrics implied by the Consideration Unit Price.
- (3) Unit price and VWAP figures shown are rounded to the nearest three decimal places. No adjustments to unit prices and VWAP figures have been made for stock splits, rights issues, dividends, bonus issues or other corporate transactions in each respective reference period.
- (4) The P/NAV of FLT Units is calculated based on the latest reported NAV/FLT Unit as at each reference date. NAV per unit is calculated using the total number of units issued at the end of the reporting period.
- (5) The LTM Distribution Yield of FLT Units is calculated based on the latest reported LTM DPU of FLT Units as at each reference date. LTM DPU is the aggregate of the DPU in the most recent 4 quarters (if distributions are made quarterly) or the aggregate of the DPU in the most recent 2 semiannual periods (if distributions are made semiannually). DPU is calculated using the total number of units issued and issuable at the end of the reporting period.
- (6) P/NAV is calculated based on the latest reported NAV per unit as at each reference date. NAV per unit is calculated using the total number of units issued at the end of the reporting period.
- (7) LTM Distribution Yield of is calculated based on the latest reported LTM DPU as at each reference date. LTM DPU is the aggregate of the DPU in the most recent 4 quarters (if distributions are made quarterly) or the aggregate of the DPU in the most recent 2 semiannual periods (if distributions are made semiannually). DPU is calculated using the total number of units issued and issuable at the end of the reporting period.

9.6 Evaluation of the Scheme Consideration

9.6.1 Liquidity Analysis

In general, unit prices may be affected by various factors including the level of free float, relative liquidity and investor interest or market sentiment at a given point in time. In evaluating the Scheme Consideration relative to FCOT Units' historical unit price, we have considered the relative liquidity of FCOT Units in comparison with the Top 15 STI Companies as of the UUPD. This analysis is to determine whether historical trading prices of FCOT Units provide a meaningful reference point for comparison against the Scheme Consideration. To analyse the liquidity of FCOT Units, we set out the daily trading volume ("ADTVol") and average daily trading value ("ADTVaI") of FCOT Units on the UUPD and for the 1-month, 3-month, 6-month and 12-month periods prior to and including the UUPD respectively. We observed that FCOT Units' free float as at the UUPD is 73.8 per cent⁽²²⁾.

⁽²²⁾ Based on FactSet

APPENDIX A – LETTER FROM THE FCOT IFA TO THE FCOT INDEPENDENT DIRECTORS AND TO THE FCOT TRUSTEE IN RESPECT OF THE TRUST SCHEME

Table 4: Liquidity of the Top-15 STI Companies by Market Capitalisation for the 12-month Period prior to and including the UUPD

Company	Market Capitalization (\$\$ mm)	Free Float ⁽¹⁾ (%)	ADTVol ⁽²⁾ (Shares mm)	ADTVol ⁽²⁾ / Free Float ⁽²⁾ (%)	ADTVol ⁽⁴⁾ (\$\$ mm)	ADTVol ⁽⁴⁾ / Market Cap. ⁽⁵⁾ (%)
DBS Group Holdings Ltd	66,113.6	70.0%	4.00	0.224%	101.3	0.153%
Singapore Telecommunications Limited	54,033.6	40.2%	20.63	0.316%	66.0	0.122%
Oversea-Chinese Banking Corporation Limited	48,121.2	61.3%	4.99	0.164%	55.8	0.116%
United Overseas Bank Ltd. (Singapore)	43,732.7	74.6%	2.40	0.186%	61.5	0.141%
Wilmar International Limited	26,281.4	28.2%	5.48	0.307%	19.5	0.074%
Thai Beverage Public Co., Ltd.	21,974.3	28.5%	18.97	0.265%	15.1	0.069%
CapitaLand Limited	18,577.8	48.2%	7.27	0.303%	25.2	0.135%
Jardine Matheson Holdings Limited	17,503.4	28.4%	0.25	0.267%	15.1	0.086%
Singapore Technologies Engineering Ltd	13,080.9	49.0%	4.23	0.278%	16.5	0.126%
Hongkong Land Holdings Limited	12,789.9	49.4%	2.35	0.204%	14.6	0.115%
Jardine Cycle & Carriage Limited	12,513.2	24.2%	0.32	0.332%	10.6	0.086%
Keppel Corporation Limited	12,370.2	78.0%	3.52	0.250%	22.3	0.180%
Genting Singapore Limited	11,345.7	46.9%	26.97	0.478%	26.1	0.230%
Singapore Airlines Ltd.	10,867.1	43.9%	1.22	0.236%	11.5	0.105%
Great Eastern Holdings Limited	10,365.7	8.7%	0.01	0.035%	0.4	0.003%
Max				0.478%		0.230%
Mean				0.256%		0.116%
Median				0.265%		0.116%
Min				0.035%		0.003%

Source: FactSet, Company Filings

- (1) Free float percentage is the number of free float units over the total number of units outstanding on the UUPD according to FactSet. Free float units refer to the number of units that are available to the public and is calculated by taking the total number of units outstanding less the number of units held by insiders.
- (2) The ADTVol is calculated based on the aggregate volume of units traded divided by the number of market days during the relevant periods.
- (3) Free float refers to the number of units that are available to the public on the UUPD. Free float is calculated by taking the total number of units outstanding less the number of units held by insiders.
- (4) The ADTVol is calculated based on the aggregate value of units traded divided by the number of market days during the relevant periods.
- (5) Market capitalisation refers to closing price on the UUPD multiplied by total diluted shares outstanding on the UUPD.

With respect to Table 4 above, we note that for the 12-month period prior to and including the UUPD, the mean ADTVol/Free Float of the Top 15 STI Companies is 0.256 per cent and the mean ADTVol/Market Cap. of the Top 15 STI Companies is 0.116 per cent.

Table 5: Liquidity Analysis of FCOT Units

Reference Period	ADTVol ⁽¹⁾ (Shares mm)	ADTVol/ Free Float ⁽²⁾ (%)	ADTVol ⁽³⁾ (\$\$ mm)	ADTVol/ Market Cap. ⁽⁴⁾ (%)
Periods up to the UUPD				
UUPD: 27 Nov 2019 (Intraday)	6.50	0.971%	10.75	0.706%
1-mth Prior to & Including the UUPD	2.40	0.358%	3.89	0.256%
3-mths Prior to & Including the UUPD	2.48	0.370%	4.04	0.265%
6-mths Prior to & Including the UUPD	2.59	0.386%	4.20	0.276%
12-mths Prior to & Including the UUPD	2.28	0.341%	3.55	0.233%

Source: FactSet, Company Filings

- (1) The ADTVol of FCOT Units is calculated based on the aggregate volume of FCOT Units traded divided by the number of market days during the relevant periods.
- (2) For periods prior to and including the UUPD, free float refers to the number of units that are available to the public on the UUPD. For the period from Joint Announcement Date up to and including the IFA Reference Date, free float refers to the number of units that are available to the public on the IFA Reference Date. Free float is calculated by taking the total number of units outstanding less the number of units held by insiders.
- (3) The ADTVol of FCOT Units is calculated based on the aggregate value of FCOT Units traded divided by the number of market days during the relevant periods.
- (4) For periods prior to and including the UUPD, market capitalisation refers to closing price of FCOT Units on the UUPD multiplied by total number of FCOT Units issued and issuable on the UUPD. For the period from Joint Announcement Date up to and including the IFA Reference Date, market capitalisation refers to closing price of FCOT Units on the IFA Reference Date multiplied by total number of FCOT Units issued and issuable on the IFA Reference Date.

With respect to Table 5 above, we note that the ADTVol/Free Float of FCOT Units was approximately 0.971 per cent on the UUPD and approximately 0.358 per cent, 0.370 per cent, 0.386 per cent and 0.341 per cent in the 1-month, 3-month, 6-month and 12-month periods prior to and including the UUPD respectively.

Moreover, we note that the ADTVol/Market Cap. of FCOT Units was approximately 0.706 per cent on the UUPD and approximately 0.256 per cent, 0.265 per cent, 0.276 per cent and 0.233 per cent in the 1-month, 3-month, 6-month and 12-month periods prior to and including the UUPD respectively.

APPENDIX A – LETTER FROM THE FCOT IFA TO THE FCOT INDEPENDENT DIRECTORS AND TO THE FCOT TRUSTEE IN RESPECT OF THE TRUST SCHEME

Table 6: Comparison of the Liquidity of FCOT Units with that of the Top 15 STI Companies as of the UUPD

	Units	Top 15 STI Companies by Market Cap.				FCOT Group's Metrics	FCOT Group's Metric Relative to:	
		Min	Max	Mean	Median		Min-Max Range	Mean-Median Range
ADTVol⁽¹⁾/Free Float⁽²⁾								
UUPD: 27 Nov 2019 (Intraday)	%	0.065%	0.512%	0.255%	0.250%	0.971%	Higher	Higher
1-mth Prior to & Including the UUPD	%	0.066%	0.398%	0.261%	0.265%	0.358%	Within	Higher
3-mths Prior to & Including the UUPD	%	0.053%	0.321%	0.232%	0.252%	0.370%	Higher	Higher
6-mths Prior to & Including the UUPD	%	0.039%	0.387%	0.254%	0.274%	0.386%	Within	Higher
12-mths Prior to & Including the UUPD	%	0.035%	0.478%	0.256%	0.265%	0.341%	Within	Higher
ADTVol⁽³⁾/Market Cap⁽⁴⁾								
UUPD: 27 Nov 2019 (Intraday)	%	0.006%	0.249%	0.117%	0.129%	0.706%	Higher	Higher
1-mth Prior to & Including the UUPD	%	0.006%	0.200%	0.119%	0.125%	0.256%	Higher	Higher
3-mths Prior to & Including the UUPD	%	0.005%	0.202%	0.105%	0.109%	0.265%	Higher	Higher
6-mths Prior to & Including the UUPD	%	0.004%	0.198%	0.116%	0.129%	0.276%	Higher	Higher
12-mths Prior to & Including the UUPD	%	0.003%	0.230%	0.116%	0.116%	0.233%	Higher	Higher

Legend
Green = Favourable
Red = Unfavourable

Source: FactSet, Company Filings

- (1) The ADTVol is calculated based on the aggregate volume of units traded divided by the number of market days during the relevant periods.
- (2) Free float refers to the number of units that are available to the public on the UUPD. Free float is calculated by taking the total number of units outstanding less the number of units held by insiders.
- (3) The ADTVol is calculated based on the aggregate value of units traded divided by the number of market days during the relevant periods.
- (4) Market capitalisation refers to closing price of FCOT Units on the UUPD multiplied by total number of FCOT Units issued and issuable on the UUPD

With respect to Table 6 above, we observe that for the 12-month period prior to and including the UUPD, the ADTVol/Free Float of FCOT Units, which is 0.341 per cent, is higher than the mean ADTV/Free Float of the Top 15 STI Companies, which is 0.256 per cent. We also observe that for the 12-month period prior to and including the UUPD, the ADTVol/Market Cap. of FCOT Units, which is 0.233 per cent, is higher than the mean ADTVol/Market Cap. of the Top 15 STI Companies, which is 0.116 per cent.

On the UUPD, we note that the ADTVol/Free Float for FCOT Units, which is 0.971 per cent, is higher than the mean ADTVol/Free Float of the Top 15 STI Companies, which is 0.255 per cent. We also note that the ADTVol/Market Cap. for FCOT Units is 0.706 per cent, which is higher than the mean ADTVol/Market Cap. of the Top 15 STI Companies, which is 0.117 per cent.

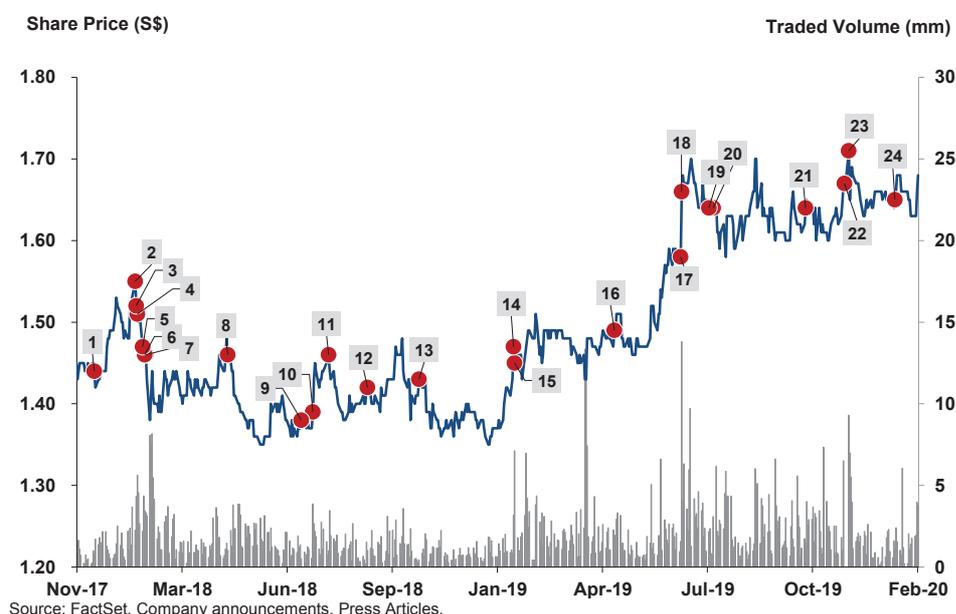
The analysis indicates that FCOT Units do not suffer from illiquid trading conditions in the 12-months prior to and including the UUPD. There appears that there is reasonable liquidity in the FCOT Units prior to and including the UUPD and that market prices of FCOT Units should generally reflect the fundamental value of FCOT Units.

9.6.2 Historical Market Performance Analysis of FCOT Units

We set out a chart outlining the daily closing prices and trading volume of the FCOT Units for the 24-month period prior to and including the UUPD as well as from the JAD up to the IFA Reference Date.

APPENDIX A – LETTER FROM THE FCOT IFA TO THE FCOT INDEPENDENT DIRECTORS AND TO THE FCOT TRUSTEE IN RESPECT OF THE TRUST SCHEME

Chart 1: Historical Unit Price Performance and Trading Volume of FCOT Units



Key events based on FCOT Group’s announcements, press releases and announcements extracted from the SGX-ST and press articles:

(1) 14 December 2017: Expansion of investment mandate and proposed joint acquisition of HEREF Farnborough Limited

FCOT Group announced that it has entered into a share purchase agreement with Frasers Property International Pte Ltd (“FPI”), and HEREF Farnborough Holdco Limited (“Vendor”) for the acquisition by each of FCOT Group and FPI from the Vendor of a 50.0 per cent stake in HEREF Farnborough Limited, which owns Farnborough Business Park, a freehold property located in the United Kingdom. Farnborough Business Park spans 46.5 hectares and includes 14 commercial buildings with 556,672 sqft of net lettable area, a 9,927 sqft office-cum-industrial building, and two cafes totaling 3,346 sqft.

In connection with the acquisition of Farnborough Business Park and in accordance with the trust deed constituting FCOT Group, with effect from 30 days following the date of the announcement, the principal investment policy of FCOT Group will be expanded to include real estate assets located in Europe, including the United Kingdom, used for commercial purposes. The definition of commercial purposes will be clarified to include business parks.

(2) 22 January 2018: 1QFY2018 financial statements announcement

FCOT Group announced distributable income of S\$19.5 million (down 2.4 per cent year-on-year) on revenue of S\$35.3 million (down 11.0 per cent year-on-year). The earnings release stated: *“As part of the Manager’s strategy to enhance the long-term growth potential of FCOT and the diversification of its portfolio, the Manager had announced the expansion of FCOT’s investment mandate to Europe, with an initial focus on the United Kingdom, on 14 December 2017. The expansion of FCOT’s investment mandate creates further synergistic alignment with FCOT’s sponsor, Frasers Centrepoint Limited (“FCL”), given that Europe is currently FCL’s third largest market by asset size, behind FCOT’s current markets of Singapore and Australia.”*

(3) 23 January 2018: Launch of private placement of new units to raise gross proceeds of no less than S\$80 million

FCOT Group announced the launch of a private placement of up to 55,556,000 new units in FCOT Group at an issue price of between S\$1.44 and S\$1.48 per new unit to raise gross proceeds of approximately S\$80.0 million. An upside option of an additional 12,011,000 new units

APPENDIX A – LETTER FROM THE FCOT IFA TO THE FCOT INDEPENDENT DIRECTORS AND TO THE FCOT TRUSTEE IN RESPECT OF THE TRUST SCHEME

may be exercised to raise additional gross proceeds of up to S\$17.8 million. Approximately S\$78.8 million of proceeds raised will be used to partially fund the proposed acquisition of a 50.0 per cent interest in Farnborough Business Park in the United Kingdom and approximately S\$1.2 million will be used to pay fees and expenses in relation to the private placement.

(4) 24 January 2018: Close of private placement of 67,567,000 new units of FCOT Group

FCOT Group announced that the private placement was oversubscribed and the upsize option was exercised in full, resulting in aggregate gross proceeds of approximately S\$100.0 million. Approximately S\$98.5 million is intended to be used for partial funding of the proposed acquisition of a 50.0 per cent interest in Farnborough Business Park in the United Kingdom and approximately S\$1.5 million will be used to pay fees and expenses in relation to the private placement. The issue price of S\$1.48 per new unit represents a discount of approximately 3.4 per cent to the volume weighted average price of S\$1.5324 per FCOT Unit.

(5) 29 January 2018: Completion of joint acquisition of Farnborough Business Park in the United Kingdom

FCOT Group announced that it has completed its acquisition of a 50.0 per cent stake in HEREF Farnborough Limited, which holds the Farnborough Business Park in the United Kingdom.

(6) 31 January 2018: Receipt of approval in-principle for offering 67,567,000 new units of FCOT Group

FCOT Group announced that approval in-principle has been obtained for the listing of, dealing in, and quotation of, 67,567,000 new units in FCOT Group for an issue price of S\$1.48 per new unit.

(7) 1 February 2018: Issuance of 67,567,000 new units pursuant to a private placement

FCOT Group announced that 67,567,000 new units were issued and commenced trading, pursuant to the private placement completed on 24 January 2018.

(8) 20 April 2018: 2QFY2018 financial statements announcement

FCOT Group announced distributable income of S\$20.6 million (up 2.9 per cent year-on-year) on gross revenue of S\$33.0 million (down 18.0 per cent year-on-year). The earnings release stated that gross revenue was down *"mainly due to the lower occupancy rates for the properties in Singapore, Central Park, 357 Collins Street, the absence of one-off payment in relation to a termination of lease in Central Park and the effects of the average weaker Australian dollar"*.

(9) 29 June 2018: Entry into lease agreement in relation to premises at Alexandra Technopark with Frasers Property Corporate Services Pte Ltd

FCOT Group announced that Frasers Property Corporate Services Pte Ltd has renewed the lease of the units at #08-05 and #08-08 Alexandra Technopark for a term of three years, commencing on 1 July 2018 and expiring on 30 June 2021. The aggregate gross rental (inclusive of service charge) for the lease over its term is approximately S\$1.48 million. The lease is not subject to an option to renew.

(10) 10 July 2018: Sale of property at 55 Market Street, Singapore

FCOT Group announced that FCOT Trustee has entered into a property sale agreement with an unrelated third party to sell the property located at 55 Market Street, Singapore 048941 for an aggregate sales consideration of S\$216.8 million. Completion of the sale is expected to take place on 31 August 2018. Proceeds from the sale are intended to be used to repay existing debt, with the remaining amount of the sale proceeds, if any, to be used for financing of capital expenditure and/or for general corporate and working capital purposes.

(11) 25 July 2018: 3QFY2018 financial statements announcement

FCOT Group announced distributable income of S\$21.2 million (up 10.4 per cent year-on-year) on gross revenue of S\$32.5 million (down 15.2 per cent year-on-year). The earnings released

APPENDIX A – LETTER FROM THE FCOT IFA TO THE FCOT INDEPENDENT DIRECTORS AND TO THE FCOT TRUSTEE IN RESPECT OF THE TRUST SCHEME

stated that gross revenue “was 15.2 per cent lower mainly due to lower occupancy rates for the Singapore properties, Central Park and 357 Collins Street and the effects of the average weaker Australian dollar. 3QFY18 NPI was 26.9 per cent lower year-on-year mainly due to the reasons mentioned as well as higher repair and maintenance expense for Caroline Chisholm Centre”.

(12) 31 August 2018: Completion of sale of property at 55 Market Street, Singapore

FCOT Group announced that the sale of the property at 55 Market Street has been completed for an aggregate consideration of S\$216.8 million.

(13) 19 October 2018: 4QFY2018 financial statements announcement

FCOT Group announced distributable income of S\$21.4 million (up 10.4 per cent year-on-year) on gross revenue of S\$32.5 million (down 15.2 per cent year-on-year). The earnings release stated: “FY18 portfolio gross revenue of S\$133.3 million was 14.8 per cent lower year-on-year, mainly due to lower occupancy rates for the Singapore properties, Central Park and 357 Collins Street, divestment of 55 Market Street on 31 August 2018, absence of a one-off payment in relation to a lease termination in Central Park in FY17 and effects of the average weaker Australia dollar compared with FY17. FY18 portfolio NPI of S\$89.3 million was 21.6 per cent lower year-on-year mainly due to the lower gross revenue for the portfolio and higher maintenance expense for Caroline Chisholm Centre”.

(14) 17 January 2019: Announcement in relation to The Business Times article entitled “Google in talks for 400,000 sqft space at Alexandra Technopark”

FCOT Group refers to the report published by The Business Times entitled “Google in talks for 400,000 sqft space at Alexandra Technopark” and clarified that it is currently in ongoing discussions with prospective tenants to lease space at Alexandra Technopark, with no certainty that any agreement would be reached or any definitive agreement would be entered into, in respect of these on-going discussions.

(15) 18 January 2019: 1QFY2019 financial statements announcement

FCOT Group announced distributable income of S\$21.6 million (up 10.8 per cent year-on-year) on the back of gross revenue of S\$31.5 million (down 10.7 per cent year-on-year). The earnings release stated that gross revenue “was 10.7 per cent lower, mainly due to the lower occupancy rates for the Singapore properties, divestment of 55 Market Street on 31 August 2018 and effects of the average weaker Australia Dollar. 1QFY19 NPI was 15.0 per cent lower year-on-year, mainly due to the lower gross revenue, higher property tax for Alexandra Technopark and higher amortisation of lease incentives for Central Park and 357 Collins Street”.

(16) 23 April 2019: 2QFY2019 financial statements announcement

FCOT Group announced distributable income of S\$21.7 million (up 5.2 per cent year-on-year) on the back of gross revenue of S\$30.4 million (down 7.9 per cent year-on-year). The earnings release stated that gross revenue “decreased by 7.9 per cent year-on-year, mainly due to the lower occupancy rate for Alexandra Technopark, divestment of 55 Market Street on 31 August 2018 and effects of the average weaker Australia Dollar. The corresponding NPI decreased 10.5 per cent year-on-year, mainly due to the lower gross revenue, higher property tax for Alexandra Technopark and higher amortisation of lease incentives for Central Park and 357 Collins Street”.

(17) 25 June 2019: Alexandra Technopark secures a major tenant

FCOT Group announced that Google Asia Pacific Pte Ltd will take up around 344,100 sqft of space at Alexandra Technopark for five years (commencing in the first quarter of 2020), representing approximately 33.3 per cent of the total net lettable area of Alexandra Technopark, for a term of five years commencing in the first quarter of 2020. The average gross rent for the term is comparable to recent signing rents for Alexandra Technopark. Including the lease from Google Asia Pacific Pte Ltd, the committed occupancy rate for Alexandra Technopark is 93.7 per cent.

25 June 2019: Appointment of non-executive and independent director

FCOT Group announced that Ms. Soh Onn Cheng Margaret Jane will be appointed as Non-Executive and Independent Director, a Member of the Audit, Risk and Compliance Committee and a Member of the Nominating and Remuneration Committee.

APPENDIX A – LETTER FROM THE FCOT IFA TO THE FCOT INDEPENDENT DIRECTORS AND TO THE FCOT TRUSTEE IN RESPECT OF THE TRUST SCHEME

(18) 26 June 2019: Right of first refusal in connection with a 50 per cent interest in Frasers Tower

FCOT Group announced that it has received a notice from FPL informing FCOT Group of its intention to enter into an arrangement with a new unrelated co-investor which will reduce its interest in Frasers Tower. FCOT Group declined to exercise its Right of First Refusal (“ROFR”) to participate in the transaction.

(19) 22 July 2019: 3QFY2019 financial statements announcement

FCOT Group announced distributable income of S\$21.8 million (up 2.5 per cent year-on-year) on the back of gross revenue of S\$30.2 million (down 7.0 per cent year-on-year). The earnings release stated that: *“gross revenue decreased by 7.0 per cent year-on-year, mainly due to lower occupancy rate for Alexandra Technopark, divestment of 55 Market Street on 31 August 2018 and effects of the average weaker Australia Dollar, partially offset by higher rent revenue for China Square Central.”*

(20) 26 July 2019: Changes in composition of the board and board committees of Frasers Commercial Asset Management Ltd

FCOT Group announced the retirement of Mr. Chay Wai Chuen as a Non-Executive and Independent Director of the Board of Directors of FCOT Group, as the Chairman of the Audit, Risk and Compliance Committee and as a Member of the Nominating and Remuneration Committee with effect from 28 July 2019. FCOT Group also announced that with effect from 28 July 2019:

- a) Mr. Chang Tou Chen will relinquish his role as the Chairman of the Nominating and Remuneration Committee, and be appointed as the Chairman of the Audit, Risk and Compliance Committee; and
- b) Ms. Soh Onn Cheng Margaret Jane will be appointed as the Chairman of the Nominating and Remuneration Committee.

(21) 22 October 2019: 4QFY2019 financial statements announcement

FCOT Group announced distributable income of S\$21.9 million (up 2.3 per cent year-on-year) on the back of gross revenue of S\$32.9 million (up 1.3 per cent year-on-year). The earnings release stated: *“FY19 portfolio gross revenue was 6.2 per cent lower year-on-year at S\$125.1 million, mainly due to lower occupancy for Alexandra Technopark, divestment of 55 Market Street on 31 August 2018 and the effects of the average weaker Australia Dollar, partially offset by higher rental revenue for China Square Central”.*

(22) 28 November 2019: The Business Times published an article entitled “Frasers Logistics, Frasers Commercial Trust planning to merge: sources”

The Business Times reported a potential merger between FCOT Group and FLT Group according to people familiar with the matter but spokespeople from both FCOT Group and FLT Group did not confirm the news.

28 November 2019: Trading Halt

FCOT Group requested for trading halt pending the release of an announcement.

(23) 2 December 2019: Joint Announcement of Merger

FCOT and FLT jointly announced the Merger by way of a trust scheme of arrangement.

(24) 15 January 2020: 1QFY2020 financial statements announcement

FCOT Group announced distributable income of S\$22.0 million (up 2.1 per cent year-on-year) on gross revenues of S\$37.8 million (up 19.8 per cent year-on-year). The earnings release stated: *“1QFY20 portfolio gross revenue and NPI increased by 19.8 per cent and 26.5 per cent respectively, mainly due to higher rental income for China Square Central, Alexandra Technopark, Central Park and 357 Collins Street and lower utilities expenses for Alexandra Technopark, partially offset by the effects of the weaker average Australia Dollar”.*

APPENDIX A – LETTER FROM THE FCOT IFA TO THE FCOT INDEPENDENT DIRECTORS AND TO THE FCOT TRUSTEE IN RESPECT OF THE TRUST SCHEME

We wish to highlight that underlying financial data used in our analysis has been extracted from announcements released by FCOT Group on the SGX-ST and various press releases as of the IFA Reference Date. We make no representations or warranties, express or implied, on the accuracy, adequacy or completeness of such information.

9.6.3 VWAP Analysis

We set out in Table 7 the premium/(discount) implied by the Scheme Consideration over the closing price of FCOT Units on the UUPD as well as over the 1-month, 3-month, 6-month and 12-month VWAP of FCOT Units for the respective periods prior to and including the UUPD. We also set out in Table 7 the premium/(discount) implied by the Scheme Consideration over the closing price of FCOT Units on the IFA Reference Date as well as over the VWAP of FCOT Units for the period from the JAD up to and including the IFA Reference Date.

Table 7: Evaluating the Scheme Consideration of S\$1.680 per FCOT Unit

Reference Period	Min (\$)	Max (\$)	VWAP ⁽¹⁾ (\$)	Closing Price (\$)	Scheme Consideration Relative to:			Premium / (Discount) to Closing Price / VWAP (%)
					Min-Max Range	VWAP	Closing Price	
Periods Prior to and Including the UUPD								
UUPD: 27 Nov 2019 (Intraday)	1.630	1.670	NA	1.670	Higher	NA	Higher	0.60%
1-mth Prior to & Including the UUPD	1.590	1.670	1.622	NA	Higher	Higher	NA	3.57%
3-mths Prior to & Including the UUPD	1.590	1.710	1.630	NA	Within	Higher	NA	3.09%
6-mths Prior to & Including the UUPD	1.480	1.710	1.623	NA	Within	Higher	NA	3.54%
12-mths Prior to & Including the UUPD	1.350	1.710	1.552	NA	Within	Higher	NA	8.21%
Period from the Joint Announcement Date up to and Including the IFA Reference Date (2 December 2019 to 7 January 2020)								
IFA Ref Date: 6 Feb 2020 (Intraday)	1.650	1.680	NA	1.680	Within	NA	Equal	0.00%
From the JAD up to the IFA Ref Date	1.620	1.730	1.661	NA	Within	Higher	NA	1.12%

Scheme Consideration = S\$1.680

Legend
Green = Favourable
Red = Unfavourable

Source: FactSet

- (1) The VWAP is weighted based on the volume of FCOT Units traded and the corresponding transacted prices of the FCOT Units for market days in the reference periods. Unit price and VWAP figures shown are rounded to the nearest three decimal places. No adjustments to unit prices and VWAP figures have been made for stock splits, rights issues, dividends, bonus issues or other corporate transactions in each respective reference period.

Between the JAD and the IFA Reference Date, the FCOT Units traded between S\$1.620 and S\$1.730 per unit.

For the 12-month period prior to and including the UUPD, FCOT Units traded between S\$1.350 and S\$1.710 per unit.

Based on Table 7, for the 12-month prior to and including the UUPD, we note that the Scheme Consideration represents a premium of approximately 0.60 per cent over the UUPD closing price of FCOT Units and a premium of approximately 3.57 per cent, 3.09 per cent, 3.54 per cent and 8.21 per cent over the VWAP of FCOT Units for the 1-month, 3-month, 6-month and 12-month periods prior to and including the UUPD respectively.

Based on Table 7, we also note that the Scheme Consideration is equal to the IFA Reference Date closing price and represents a premium of approximately 1.12 per cent over the VWAP of FCOT Units from the JAD up to the IFA Reference Date.

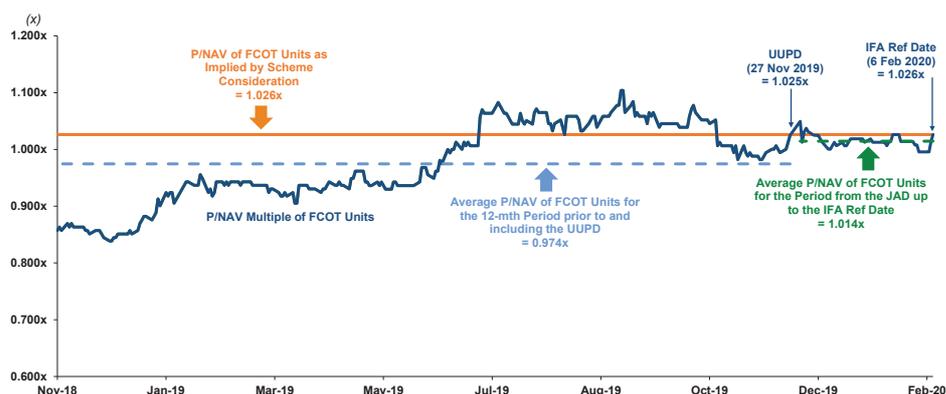
We note that there is no assurance that the price of the FCOT Units will remain at current levels in the event that the Trust Scheme is terminated. We also wish to highlight that the historical trading performance of the FCOT Units serves only as an illustrative guide and should not be relied upon as an indication of the future price performance of the FCOT Units, which will be governed by amongst other factors, the performance and prospects of FCOT Group, prevailing economic conditions, economic outlook, stock market conditions and sentiment.

APPENDIX A – LETTER FROM THE FCOT IFA TO THE FCOT INDEPENDENT DIRECTORS AND TO THE FCOT TRUSTEE IN RESPECT OF THE TRUST SCHEME

9.6.4 P/NAV Analysis

We set out in Chart 2 the P/NAV multiples of FCOT Units⁽²³⁾ over the 12-month period prior to and including the UUPD as well as from the JAD up to the IFA Reference Date. The latest NAV per FCOT Unit reported by FCOT Group as at 31 December 2019⁽²⁴⁾ is S\$1.637 per FCOT Unit.

Chart 2: P/NAV Multiples of FCOT Units over the 12-month Period prior to and including the UUPD as well as from the JAD up to the IFA Reference Date



Period up to UUPD	P/NAV of FCOT Units				Based on Closing Price (x)	P/NAV of FCOT Units as Implied by Scheme Consideration Relative to:		
	Min (x)	Max (x)	Mean (x)	Median (x)		Min-Max Range	Mean-Median Range	Metric Based on Closing Price
IFA Ref Date: 6 Feb 2020 (Intraday)	1.008x	1.026x	NA	NA	1.026x	Within	NA	Equal
From the JAD up to the IFA Ref Date	0.996x	1.049x	1.014x	1.013x	NA	Within	Higher	NA
UUPD: 27 Nov 2019 (Intraday)	1.000x	1.025x	NA	NA	1.025x	Higher	NA	Higher
1-mth Prior to & Including the UUPD	0.982x	1.025x	0.997x	0.994x	NA	Higher	Higher	NA
3-mths Prior to & Including the UUPD	0.982x	1.104x	1.034x	1.045x	NA	Within	Lower	NA
6-mths Prior to & Including the UUPD	0.949x	1.104x	1.034x	1.045x	NA	Within	Lower	NA
12-mths Prior to & Including the UUPD	0.839x	1.104x	0.974x	0.962x	NA	Within	Higher	NA

P/NAV Implied by Scheme Consideration = 1.026x

Legend
Green = Favourable
Red = Unfavourable

Source: FactSet, Company Filings

Based on Chart 2, we note that the Scheme Consideration implied P/NAV of FCOT Units of 1.026x is higher than the P/NAV of FCOT Units of 1.025x as at the UUPD and the mean-median P/NAV range of FCOT Units for the 1-month and 12-month periods prior to and including the UUPD but lower than the mean-median P/NAV range of FCOT Units for the 3-month and 6-month periods prior to and including the UUPD.

Based on Chart 2, we also note that the Scheme Consideration implied P/NAV of FCOT Units of 1.026x is equal to the P/NAV of FCOT Units as at the IFA Reference Date and higher than the mean-median P/NAV range of FCOT Units for the period from the JAD up to the IFA Reference Date.

We wish to highlight that underlying financial data used in our analysis has been extracted from announcements released by FCOT Group on the SGX-ST and various press releases as of the IFA Reference Date. We make no representations or warranties, express or implied, on the accuracy or completeness of such information.

⁽²³⁾ The P/NAV of FCOT Units is calculated based on the latest reported NAV per FCOT Unit as at each reference date. NAV/FCOT Unit is calculated using the total number of units issued at the end of the reporting period.

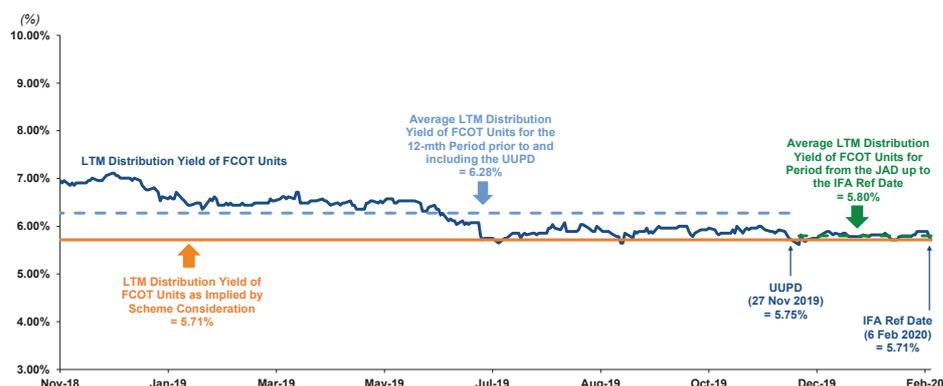
⁽²⁴⁾ As reported in FCOT Group's Financial Statements Announcement for the Quarter Ended 31 December 2019.

APPENDIX A – LETTER FROM THE FCOT IFA TO THE FCOT INDEPENDENT DIRECTORS AND TO THE FCOT TRUSTEE IN RESPECT OF THE TRUST SCHEME

9.6.5 Distribution Yield Analysis

We set out in Chart 3 the LTM Distribution Yield of FCOT Units⁽²⁵⁾ over the 12-month period prior to and including the UUPD as well as from the JAD up to the IFA Reference Date. The latest LTM DPU reported by FCOT Group as at 31 December 2019⁽²⁶⁾ is 9.60 Singapore cents per FCOT Unit.

Chart 3: LTM Distribution Yield of FCOT Units Over the 12-month Period prior to and including the UUPD as well as from the JAD up to the IFA Reference Date



Period up to UUPD	LTM Distribution Yield of FCOT Units				Based on Closing Price (%)	LTM Distribution Yield of FCOT Units as Implied by the Scheme Consideration Relative to:		
	Min (%)	Max (%)	Mean (%)	Median (%)		Min-Max Range	Mean-Median Range	Metric Based on Closing Price
IFA Ref Date: 6 Feb 2020 (Intraday)	5.71%	5.82%	NA	NA	5.71%	Within	NA	Equal
From the JAD up to the IFA Ref Date	5.61%	5.89%	5.80%	5.82%	NA	Within	Lower	NA
UUPD: 27 Nov 2019 (Intraday)	5.75%	5.89%	NA	NA	5.75%	Lower	NA	Lower
1-mth Prior to & Including the UUPD	5.75%	6.00%	5.91%	5.93%	NA	Lower	Lower	NA
3-mths Prior to & Including the UUPD	5.65%	6.00%	5.89%	5.89%	NA	Within	Lower	NA
6-mths Prior to & Including the UUPD	5.65%	6.44%	5.93%	5.89%	NA	Within	Lower	NA
12-mths Prior to & Including the UUPD	5.65%	7.11%	6.28%	6.36%	NA	Within	Lower	NA

LTM Distribution Yield Implied by Scheme Consideration = 5.71%

Legend
Green = Favourable
Red = Unfavourable

Source: FactSet, Company Filings

Based on Chart 3, we note that the Scheme Consideration implied LTM Distribution Yield of FCOT Units of 5.71 per cent is lower than the LTM Distribution Yield of FCOT Units of 5.75 per cent as at the UUPD and the mean-median LTM Distribution Yield range of FCOT Units for the 1-month, 3-month, 6-month and 12-month periods prior to and including the UUPD.

Based on Chart 3, we also note that the Scheme Consideration implied LTM Distribution Yield of FCOT Units of 5.71 per cent is equal to the LTM Distribution Yield of FCOT Units as at the IFA Reference Date and lower than the mean-median LTM Distribution Yield range of FCOT Units for the period from the JAD up to the IFA Reference Date.

We wish to highlight that underlying financial data used in our analysis has been extracted from announcements released by FCOT Group on the SGX-ST and various press releases as of the IFA Reference Date. We make no representations or warranties, express or implied, on the accuracy or completeness of such information.

⁽²⁵⁾ The LTM Distribution Yield of FCOT Units is calculated based on the latest reported LTM DPU of FCOT Units as at each reference date. LTM DPU is the aggregate of the DPU in the most recent 4 quarters (if distributions are made quarterly) or the aggregate of the DPU in the most recent 2 semiannual periods (if distributions are made semiannually). DPU is calculated using the total number of units issued and issuable at the end of the reporting period.

⁽²⁶⁾ As reported in FCOT Group's Financial Statements Announcement for the Quarter Ended 31 December 2019

APPENDIX A – LETTER FROM THE FCOT IFA TO THE FCOT INDEPENDENT DIRECTORS AND TO THE FCOT TRUSTEE IN RESPECT OF THE TRUST SCHEME

9.6.6 Trading Multiples Analysis with Selected Singapore-Listed Office REITs

We have examined selected REITs listed on the Singapore Stock Exchange which have market capitalisations of greater than S\$1 billion and are engaged in office real estate investments (the “Selected Singapore-Listed Office REITs”).

We have considered the following valuation metrics for the Selected Singapore-Listed Office REITs with respect to the valuation metrics as implied by the Scheme Consideration:

- a) P/NAV Multiple; and
- b) LTM Distribution Yield

The summary description of the Selected Singapore-Listed Office REITs we have reviewed for our analysis is set out in the following table.

Brief Description of the Selected Singapore-Listed Office REITs

Company	Company Description	Market Cap. (\$ million)
CapitaLand Commercial Trust (“CCT”)	<ul style="list-style-type: none"> ▪ Headquartered in Singapore, CCT invests in commercial real estate in Singapore and other developed markets. ▪ CCT has a portfolio of 10 office assets in Singapore and Germany. 	7,870
Suntec REIT (“Suntec”)	<ul style="list-style-type: none"> ▪ Headquartered in Singapore, Suntec invests in income-producing real estate which is primarily used for office and/or retail purposes. ▪ Suntec has a portfolio of 8 office and/or retail properties in Singapore and Australia. 	5,088
Keppel REIT (“KREIT”)	<ul style="list-style-type: none"> ▪ Headquartered in Singapore, KREIT invests in commercial real estate in Singapore and pan-Asia. ▪ KREIT has 10 office assets in Singapore, Australia, and South Korea. 	4,227

Source: FactSet, Company Filings, Press Articles

Note: Market capitalisation refers to the closing price on the IFA Reference Date multiplied by the total number of units issued and issuable of the relevant S-REIT on the IFA Reference Date and the foreign exchange rates derived from FactSet as of the IFA Reference Date.

Table 8: Selected Singapore-Listed Office REITs

Valuation Multiples of Selected Singapore-Listed Office REITs ^{(1), (2)}					
Company	Listing	Share Price (\$)	Market Cap ⁽³⁾ (\$ mm)	P/NAV ⁽⁴⁾ (x)	LTM Distribution Yield ⁽⁵⁾ (%)
CapitaLand Commercial Trust	SGX	2.04	7,870	1.095x	4.35%
Suntec REIT	SGX	1.81	5,088	0.848x	5.25%
Keppel REIT	SGX	1.25	4,227	0.918x	4.44%
Max				1.095x	5.25%
Average				0.954x	4.68%
Median				0.918x	4.44%
Min				0.848x	4.35%
P/NAV and LTM Distribution Yield Implied by Scheme Consideration⁽⁶⁾				1.026x	5.71%
Min-Max Range				Within	Higher
Mean-Median Range				Higher	Higher
Legend					
Green: Favourable					
Red: Unfavourable					

Source: FactSet, Company Filings

(1) All figures, unless otherwise stated below, are as of the IFA Reference Date.

(2) Foreign exchange rate conversion is based on S\$1:EUR0.656 / S\$1:AS\$1.073.

(3) Market capitalisation refers to the closing price on the IFA Reference Date multiplied by the total number of units issued and issuable of the relevant S-REIT on the IFA Reference Date and the foreign exchange rates derived from FactSet as of the IFA Reference Date.

(4) P/NAV is calculated based on the latest reported NAV per unit as at each reference date. NAV per unit is calculated using the total number of units issued at the end of the reporting period.

(5) The LTM Distribution Yield of is calculated based on the latest reported LTM DPU as at each reference date. LTM DPU is the aggregate of the DPU in the most recent 4 quarters (if distributions are made quarterly) or the aggregate of the DPU in the most recent 2 semiannual periods (if distributions are made semiannually). DPU is calculated using the total number of units issued and issuable at the end of the reporting period.

(6) P/NAV of FCOT Units as implied by Scheme Consideration is based on reported NAV/FCOT Unit of S\$1.637 as of 31 December

APPENDIX A – LETTER FROM THE FCOT IFA TO THE FCOT INDEPENDENT DIRECTORS AND TO THE FCOT TRUSTEE IN RESPECT OF THE TRUST SCHEME

2019 and LTM Distribution Yield of FCOT Units as implied by the Scheme Consideration is based on LTM December 2019 DPU of FCOT Units of 9.60 Singapore cents

Based on the above, we note that:

- 1) the Scheme Consideration implied P/NAV multiple of FCOT Units of 1.026x is within the min-max range and higher than the mean-median P/NAV range of the Selected Singapore-Listed Office REITs as of the IFA Reference Date; and
- 2) the Scheme Consideration implied LTM Distribution Yield of FCOT Units of 5.71 per cent is higher than the min-max range and higher than the mean-median LTM Distribution Yield range of the Selected Singapore-Listed Office REITs as of the IFA Reference Date.

We observe that the Selected Singapore-Listed Office REITs are of larger scale compared to FCOT Group. The market capitalisation of CCT, Suntec and KREIT are at S\$7.9 billion, S\$5.1 billion and S\$4.2 billion respectively which are larger than FCOT Group which has a market capitalisation of S\$1.5 billion. Therefore, the larger scale may be one of the possible drivers of the lower average LTM Distribution Yield of the Selected Singapore-Listed Office REITs as compared to the Scheme Consideration implied LTM Distribution Yield.

We recognise, however, that the list of the Selected Singapore-Listed Office REITs is not exhaustive and there may not be any companies listed on the SGX-ST or other stock exchanges that are directly comparable to FCOT Group in terms of business activities, scale or operations, geographical markets, track record, future prospects, asset base, risk profile, customer base and other relevant criteria. We also note that the accounting principles used by the respective Selected Singapore-Listed Office REITs and FCOT Group may be different. Such differences may therefore render any comparisons carried out less useful than if the same accounting principles were being used. As such, any comparison made with respect to the Selected Singapore-Listed Office REITs is therefore intended to serve only as an illustrative guide.

9.6.7 Precedent Transactions of Selected S-REIT Mergers

We have reviewed all announced/completed Precedent Transactions up to the IFA Reference Date involving the merger of S-REITs in Singapore. The summary description of the Precedent Transactions selected for our analysis ("**Selected Precedent Transactions Analysis**") is set out in the following table.

Brief Description of the Precedent Transactions

Announcement Date	Targets	Description
Selected S-REIT Mergers		
3 July 2019	Ascendas Hospitality Trust (" AHT ")	<ul style="list-style-type: none"> ▪ AHT is a stapled group comprising AHT REIT and AHT BT that invests in income-producing real estate and real-estate related assets used predominantly for hospitality purposes. ▪ On 3 July 2019, AHT and the Ascott Residence Trust ("ART") jointly announced the merger of the two companies through the acquisition by ART of all the AHT stapled securities by way of a trust scheme of arrangement.
8 April 2019	OUE Hospitality Trust (" OUE-H ")	<ul style="list-style-type: none"> ▪ OUE-H is a stapled group comprising OUE-H REIT and OUE-H BT that invests in income-production real estate used primarily for hospitality and/or hospitality-related purposes. ▪ On 8 April 2019, OUE-H and OUE Commercial REIT ("OUE-C") jointly announced the merger of the two entities through the acquisition by OUE Commercial REIT of all the stapled units of OUE-H for a combination of cash and new OUE-C units by way of a trust scheme of arrangement. ▪ The scheme of arrangement became effective and binding on 4 September 2019 and the OUE-H stapled securities were delisted on 17 September 2019.

APPENDIX A – LETTER FROM THE FCOT IFA TO THE FCOT INDEPENDENT DIRECTORS AND TO THE FCOT TRUSTEE IN RESPECT OF THE TRUST SCHEME

Announcement Date	Targets	Description
Selected S-REIT Mergers		
18 May 2018	Viva Industrial Trust (“VIT”)	<ul style="list-style-type: none"> ▪ VIT is a stapled group comprising VI-REIT and VI-BT that invests in business parks and industrial real estate in Singapore. ▪ On 18 May 2018, VIT and ESR-REIT (“ESR”) jointly announced the merger of the two entities through the acquisition by ESR-REIT of all the stapled units of VIT for a combination of cash and new ESR-REIT units by way of a trust scheme of arrangement.

Table 9: Premium/(Discount) to the VWAP and Latest NAV in Precedent Transactions

Ann. Date	Target	Offeror	Premium/(Discount) to VWAP Prior to Announcement					Premium/(Discount) to NAV (%)
			UUPD (%)	1-Month (%)	3-Month (%)	6-Month (%)	12-Month (%)	
3-Jul-19	AHT	ART	11.46%	13.80%	19.03%	24.20%	31.89%	6.96%
8-Apr-19	OUE-H	OUE-C	1.60%	3.00%	4.50%	6.70%	0.40%	(0.40%)
18-May-18	VIT	ESR	7.90%	7.90%	9.10%	4.50%	5.10%	26.40%
Max			11.46%	13.80%	19.03%	24.20%	31.89%	26.40%
Mean			6.99%	8.23%	10.88%	11.80%	12.46%	10.99%
Median			7.90%	7.90%	9.10%	6.70%	5.10%	6.96%
Min			1.60%	3.00%	4.50%	4.50%	0.40%	(0.40%)
Premium/(Discount) Implied by Scheme Consideration:			0.60%	3.57%	3.09%	3.54%	8.21%	3.11%
Min-Max Range			Lower	Within	Lower	Lower	Within	Within
Mean-Median Range			Lower	Lower	Lower	Lower	Within	Lower

Legend
Green = Favourable
Red = Unfavourable

Source: Relevant SGX-ST filings, Company Announcements, Scheme Documents, Circulars, Presentations and Offer Documents

As set out in Table 9, we observe that the Scheme Consideration implied:

- a) premium to the FCOT Unit price on UUPD of 0.60 per cent is lower than the minimum of 1.60 per cent and maximum of 11.46 per cent as implied by the Precedent Transactions;
- b) premium to the FCOT Unit 1-month VWAP of 3.57 per cent is within the minimum of 3.00 per cent and maximum of 13.80 per cent as implied by the Precedent Transactions;
- c) premium to the FCOT Unit 3-month VWAP of 3.09 per cent is lower than the minimum of 4.50 per cent and maximum of 19.03 per cent as implied by the Precedent Transactions;
- d) premium to the FCOT Unit 6-month VWAP of 3.54 per cent is lower than the minimum of 4.50 per cent and maximum of 24.20 per cent as implied by the Precedent Transactions;
- e) premium to the FCOT Unit 12-month VWAP of 8.21 per cent is within the minimum of 0.40 per cent and maximum of 31.89 per cent as implied by the Precedent Transactions; and
- f) premium to the FCOT Unit NAV of 3.11 per cent is within the minimum of (0.40) per cent and maximum of 26.40 per cent as implied by the Precedent Transactions.

We further observe that the Scheme Consideration implied:

- a) premium to the FCOT Unit UUPD price on UUPD of 0.60 per cent is lower than the mean and median range of 6.99 per cent to 7.90 per cent as implied by the Precedent Transactions;
- b) premium to the FCOT Unit 1-month VWAP of 3.57 per cent is lower than the mean and median range of 7.90 per cent to 8.23 per cent as implied by the Precedent Transactions;
- c) premium to the FCOT Unit 3-month VWAP of 3.09 per cent is lower than the mean and median range of 9.10 per cent to 10.88 per cent as implied by the Precedent Transactions;
- d) premium to the FCOT Unit 6-month VWAP of 3.54 per cent is lower than the mean and median range of 6.70 per cent to 11.80 per cent as implied by the Precedent Transactions;
- e) premium to the FCOT Unit 12-month VWAP of 8.21 per cent is within the mean and

APPENDIX A – LETTER FROM THE FCOT IFA TO THE FCOT INDEPENDENT DIRECTORS AND TO THE FCOT TRUSTEE IN RESPECT OF THE TRUST SCHEME

median range of 5.10 per cent to 12.46 per cent as implied by the Precedent Transactions;
and

- f) premium to the FCOT Unit NAV⁽²⁷⁾ of 3.11 per cent is lower than the mean and median range of 6.96 per cent to 10.99 per cent as implied by the Precedent Transactions.

We observe that the price of FCOT Units have increased by 4.38 per cent from 1 November 2019 to the UUPD. This increase in price of FCOT Units has resulted in the Scheme Consideration implied premium to FCOT Unit price on the UUPD of 0.60 per cent to be lower than the Scheme Consideration implied premium to the FCOT Unit 1-month, 3-month, 6-month and 12-month VWAP of 3.57 per cent, 3.09 per cent 3.54 per cent and 8.21 per cent respectively.

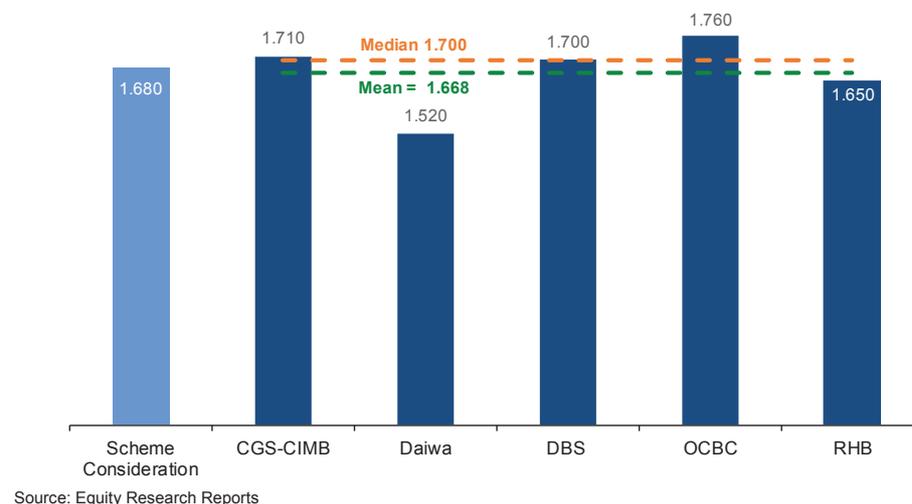
The Selected Precedent Transactions Analysis is provided for illustrative purposes only. The selected Precedent Transactions and target companies may not be directly comparable with the Trust Scheme respectively, and may vary in terms of, *inter alia*, market capitalisation, capital structure, business mix, size of operations, geographical operations, financial performance, risk profile, growth profile, future prospects, accounting policies and other relevant criteria. The selected Precedent Transactions were completed at different points in time and were subject to varying market conditions. Accordingly, the selected Precedent Transactions may not provide a meaningful basis for valuation comparison.

We further wish to highlight that the underlying financial data used to calculate the valuation ratios in our analysis has been extracted from the relevant target companies' financial statements, Bloomberg, FactSet, Capital IQ, SNL and other relevant information sources. We make no representations or warranties, express or implied, on the accuracy or completeness of such information.

9.6.8 Research Analyst Target Prices of FCOT Units

In our analysis, we have also reviewed the latest publicly available price targets for FCOT Units by equity research analysts as of the UUPD as summarised in Chart 4.

Chart 4: Research Analyst Target Prices for FCOT Units as of the UUPD (\$\$)



Based on Chart 4, we note that the Scheme Consideration of S\$1.680 is within the min-max range and within the mean-median range of the latest analyst research target prices as of the UUPD.

⁽²⁷⁾ NAV as at 30 September 2019, which is the latest reported NAV prior to the UUPD

APPENDIX A – LETTER FROM THE FCOT IFA TO THE FCOT INDEPENDENT DIRECTORS AND TO THE FCOT TRUSTEE IN RESPECT OF THE TRUST SCHEME

We also note that the Scheme Consideration of S\$1.680 represents a premium of approximately 0.72 per cent to the mean of the research analysts' target prices as of the UUPD.

Post the announcement of the Merger on the JAD, Daiwa and RHB have both revised their target prices upwards to be equivalent to the Scheme Consideration of S\$1.680.

We wish to highlight that the above research analyst report universe is not exhaustive and price targets for FCOT Units and other statements and opinions contained in the reports within the universe used represent the individual views of the research analyst based on the circumstances (including, *inter alia*, market, economic, industry and monetary conditions as well as market sentiment and investor perceptions regarding the future prospects of FCOT Group) prevailing at the date of the publication of the respective research analyst reports. The opinions of the research analysts may change over time as a result of, *inter alia*, changes in market conditions, FCOT Group's market development and the emergence of new information relevant to FCOT Group. We also note that the research analyst coverage of FCOT Units is limited. As such, the above target prices may not be an accurate prediction of future market prices of FCOT Units, particularly in the context of a control transaction. Any opinions or price targets expressed in such research analyst reports represent the individual views of the respective research analysts and not of Evercore.

9.7 Evaluation of the Consideration Unit Price

9.7.1 Liquidity Analysis

In evaluating the Consideration Unit Price relative to FLT Units' historical unit price, we have considered the relative liquidity of the FLT Units in comparison with the Top 15 STI Companies as of the UUPD. This analysis is to determine whether historical trading prices of FLT Units provide a meaningful reference point for comparison against the Consideration Unit Price. To analyse the liquidity of FLT Units, we set out the ADTVol and ADTVal of FLT Units on the UUPD and for the 1-month, 3-month, 6-month and 12-month periods prior to and including the UUPD respectively. We observed that FLT Units' free float as at the UUPD is 67.7 per cent⁽²⁸⁾.

Table 10: Liquidity Analysis of FLT Units

Reference Period	ADTVol ⁽¹⁾ (Shares mm)	ADTVol/ Free Float ⁽²⁾ (%)	ADTVal ⁽³⁾ (S\$ mm)	ADTVal/ Market Cap. ⁽⁴⁾ (%)
Periods up to the UUPD				
UUPD: 27 Nov 2019 (Intraday)	9.09	0.593%	11.27	0.402%
1-mth Prior to & Including the UUPD	4.83	0.315%	5.99	0.214%
3-mths Prior to & Including the UUPD	6.14	0.401%	7.60	0.271%
6-mths Prior to & Including the UUPD	7.00	0.457%	8.52	0.304%
12-mths Prior to & Including the UUPD	6.93	0.452%	8.12	0.290%

Source: FactSet, Company Filings

- (1) The ADTVol of FLT Units is calculated based on the aggregate volume of FLT Units traded divided by the number of market days during the relevant periods.
- (2) For periods prior to and including the UUPD, free float refers to the number of units that are available to the public on the UUPD. For the period from Joint Announcement Date up to and including the IFA Reference Date, free float refers to the number of units that are available to the public on the IFA Reference Date. Free float is calculated by taking the total number of units outstanding less the number of units held by insiders.
- (3) The ADTVal of FLT Units is calculated based on the aggregate value of FLT Units traded divided by the number of market days during the relevant periods.
- (4) For periods prior to and including the UUPD, market capitalisation refers to closing price of FLT Units on the UUPD multiplied by total number of FLT Units issued and issuable on the UUPD. For the period from Joint Announcement Date up to and including the IFA Reference Date, market capitalisation refers to closing price of FLT Units on the IFA Reference Date multiplied by the total number of FLT Units issued and issuable on the IFA Reference Date.

With respect to Table 10 above, we note that the ADTVol/Free Float of FLT Units was approximately 0.593 per cent on the UUPD and approximately 0.315 per cent, 0.401 per cent, 0.457 per cent and 0.452 per cent in the 1-month, 3-month, 6-month and 12-month periods prior to and including the UUPD respectively.

Moreover, we note that the ADTVal/Market Cap. of FLT Units was approximately 0.402 per cent on the UUPD and approximately 0.214 per cent, 0.271 per cent, 0.304 per cent and 0.290

⁽²⁸⁾ Based on FactSet

APPENDIX A – LETTER FROM THE FCOT IFA TO THE FCOT INDEPENDENT DIRECTORS AND TO THE FCOT TRUSTEE IN RESPECT OF THE TRUST SCHEME

per cent in the 1-month, 3-month, 6-month and 12-month periods prior to and including the UUPD respectively.

Table 11: Comparison of the Liquidity of FLT Units with that of the Top 15 STI Companies as of the UUPD

	Units	Top 15 STI Companies by Market Cap.				FLT Group's Metrics	FLT Group's Metrics Relative to:	
		Min	Max	Mean	Median		Min-Max Range	Mean-Median Range
ADTVol⁽¹⁾/Free Float⁽²⁾								
UUPD: 27 Nov 2019 (Intraday)	%	0.065%	0.512%	0.255%	0.250%	0.593%	Higher	Higher
1-mth Prior to & Including the UUPD	%	0.066%	0.398%	0.261%	0.265%	0.315%	Within	Higher
3-mths Prior to & Including the UUPD	%	0.053%	0.321%	0.232%	0.252%	0.401%	Higher	Higher
6-mths Prior to & Including the UUPD	%	0.039%	0.387%	0.254%	0.274%	0.457%	Higher	Higher
12-mths Prior to & Including the UUPD	%	0.035%	0.478%	0.256%	0.265%	0.452%	Within	Higher
ADTVol⁽³⁾/Market Cap⁽⁴⁾								
UUPD: 27 Nov 2019 (Intraday)	%	0.006%	0.249%	0.117%	0.129%	0.402%	Higher	Higher
1-mth Prior to & Including the UUPD	%	0.006%	0.200%	0.119%	0.125%	0.214%	Higher	Higher
3-mths Prior to & Including the UUPD	%	0.005%	0.202%	0.105%	0.109%	0.271%	Higher	Higher
6-mths Prior to & Including the UUPD	%	0.004%	0.198%	0.116%	0.129%	0.304%	Higher	Higher
12-mths Prior to & Including the UUPD	%	0.003%	0.230%	0.116%	0.116%	0.290%	Higher	Higher

Legend
Green = Favourable
Red = Unfavourable

Source: FactSet, Company Filings

- (1) The ADTVol is calculated based on the aggregate volume of units traded divided by the number of market days during the relevant periods.
- (2) Free float refers to the number of units that are available to the public on the UUPD. Free float is calculated by taking the total number of units outstanding less the number of units held by insiders.
- (3) The ADTVol is calculated based on the aggregate value of units traded divided by the number of market days during the relevant periods.
- (4) Market capitalisation refers to the closing price of FLT Units on the UUPD multiplied by total number of FLT Units issued and issuable on the UUPD

With respect to Table 11 above, we observe that for the 12-month period prior to and including the UUPD, the ADTVol/Free Float of FLT Units, which is 0.452 per cent, is higher than the mean ADTV/Free Float of the Top 15 STI Companies, which is 0.256 per cent. We also observe that for the 12-month period prior to and including the UUPD, the ADTVol/Market Cap. of FLT Units, which is 0.290 per cent, is higher than the mean ADTVol/Market Cap. of the Top 15 STI Companies, which is 0.116 per cent.

On the UUPD, we note that the ADTVol/Free Float for FLT Units, which is 0.593 per cent, is higher than the mean ADTVol/Free Float of the Top 15 STI Companies, which is 0.255 per cent. We also note that the ADTVol/Market Cap. for FLT Units is 0.402 per cent, which is higher than the mean ADTVol/Market Cap. of the Top 15 STI Companies, which is 0.117 per cent.

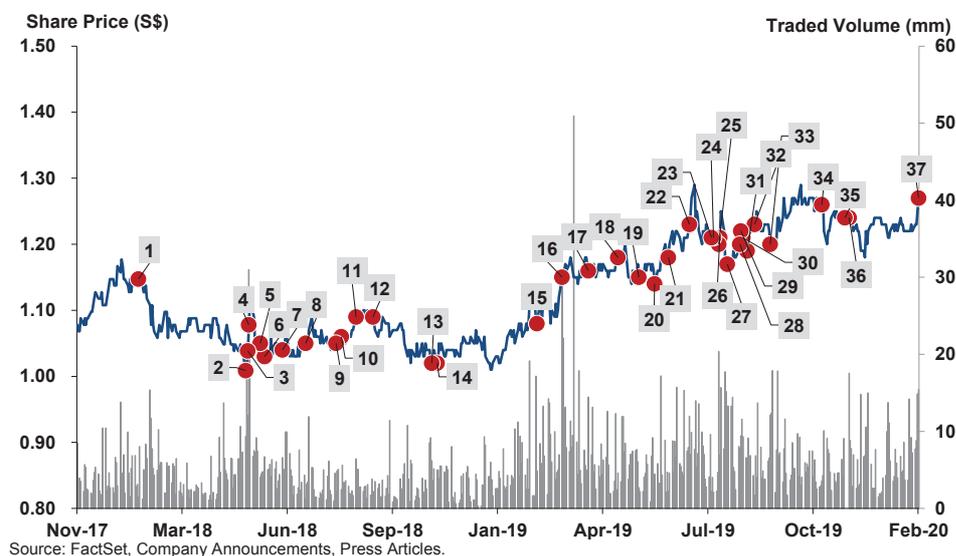
The analysis indicates that FLT Units do not suffer from illiquid trading conditions in the 12-months prior to and including the UUPD. There appears that there is reasonable liquidity in the FLT Units prior to and including the UUPD and that market prices of FLT Units should generally reflect the fundamental value of FLT Units.

9.7.2 Historical Market Price Analysis of FLT Units

We set out a chart outlining the daily closing prices and trading volume of the FLT Units for the 24-month period prior to and including the UUPD as well as from the JAD up to the IFA Reference Date.

APPENDIX A – LETTER FROM THE FCOT IFA TO THE FCOT INDEPENDENT DIRECTORS AND TO THE FCOT TRUSTEE IN RESPECT OF THE TRUST SCHEME

Chart 5: Historical Unit Price Performance and Trading Volume of FLT Units



Key events based on the FLT Group’s announcements, press releases and announcements extracted from the SGX-ST and press articles:

- (1) 25 January 2018: Announcement of first quarter earnings for the three months ended 31 December 2017**

FLT Group announced distributable income of A\$25.9 million (approximately S\$24.1 million⁽¹⁾) (up 3.9 per cent pro forma year-on-year) on revenue of A\$42.4 million (approximately S\$39.5 million⁽¹⁾) (up 6.9 per cent pro forma year-on-year). The earnings release stated: “FLT Group started the year on a strong footing, delivering year-on-year DPU growth to our unitholders. In line with the REIT Manager’s focus on active portfolio management, we executed three forward lease extensions in 1QFY18, further extending FLT Group’s lease expiry profile. The continued strength of our property portfolio, together with the pipeline of potential Australian and European industrial and logistics properties from our Sponsor, Frasers Centrepoint Limited, positions FLT Group for both organic and inorganic growth opportunities.”

- (2) 7 May 2018: Announcement of second quarter earnings for the three months ended 31 March 2018**

FLT Group announced distributable income of A\$25.9 million (approximately S\$24.1 million⁽¹⁾) (up 3.2 per cent pro forma year-on-year) on gross revenue of A\$43.6 million (approximately S\$40.6 million⁽¹⁾) (up 6.4 per cent pro forma year-on-year). The earnings release stated: “It is with great pleasure that we announce another quarter of DPU growth to unitholders, underpinned by contributions from the portfolio of seven Australian properties acquired in 2017. Leasing momentum during the review quarter was also strong with three leases executed for a total GLA of approximately 34,527 sqm through active asset management strategies.”

- (3) 9 May 2018: Launch of equity fund raising to raise gross proceeds of approximately S\$476.0 million**

FLT Group announced the proposal of an equity fund raising comprising an offering of new units in FLT Group to raise gross proceeds of approximately S\$476.0 million by way of:

- a) a private placement of between 333,199,000 and 345,182,000 new units at an issue price of between S\$0.962 and S\$0.987 per new unit to raise gross proceeds of approximately S\$328.9 million to S\$332.7 million; and

APPENDIX A – LETTER FROM THE FCOT IFA TO THE FCOT INDEPENDENT DIRECTORS AND TO THE FCOT TRUSTEE IN RESPECT OF THE TRUST SCHEME

- b) a pro rata and non-renounceable preferential offering on the basis of one new unit for every 10 existing units in FLT Group at an issue price of between S\$0.942 and S\$0.967 per new unit to raise gross proceeds of approximately S\$143.3 million and S\$147.1 million.

(4) 10 May 2018: Completion of development and settlement in respect of the Clifford Hallam Facility in Australia

FLT Group announced the completion of payment of the development agreement price in respect of the Clifford Hallam Facility. The Clifford Hallam Facility is fully pre-committed to Clifford Hallam Healthcare Pty Ltd and the tenancy and rent payable had commenced on 4 May 2018.

10 May 2018: FLT Group raises S\$329 million through Private Placement

FLT Group announced that it raised gross proceeds of approximately S\$329 million through the Private Placement of 333,199,000 units at an issue price of S\$0.987 per unit. The Private Placement is part of the equity fund raising to partially fund FLT Group's proposed acquisition of 21 industrial properties in Germany and the Netherlands.

(5) 21 May 2018: Issue of 333,199,000 new units in Frasers Logistics & Industrial Trust pursuant to the Private Placement

FLT Group announced the issuance of 333,199,000 new units at an issue price of S\$0.987 per new unit.

(6) 25 May 2018: Completion of acquisition of interests in 21 properties in Germany and the Netherlands

FLT Group announced the completion of acquisition of 21 properties in Germany and the Netherlands for approximately S\$514.5 million. The consideration is partially funded by proceeds from a private placement and a bridge loan.

(7) 11 June 2018: Listing of 152,153,437 Preferential Offering new units

FLT Group announced the issuance of 152,153,437 new units at the issue price of S\$0.967 per new unit, raising gross proceeds of S\$147.1 million.

(8) 3 July 2018: Proposed divestment of 80 Hartley Street

FLT Group announced that, through its subsidiary, it has entered into a conditional sale and purchase agreement with The Trust Company (Australia) Ltd for the proposed divestment of 80 Hartley Street, Smeaton Grange located in New South Wales, Australia for a sale consideration of approximately S\$90.5 million.

(9) 1 August 2018: Announcement of third quarter earnings for the three months ended 30 June 2018

FLT Group announced distributable income of A\$30.7 million (approximately S\$28.6 million⁽¹⁾) (up 22.4 per cent pro forma year-on-year) on gross revenue of A\$49.3 million (approximately S\$46.0 million⁽¹⁾) (up 22.6 per cent pro forma year-on-year). The earnings release stated: "We are pleased to report yet another quarter of positive financial and operational performance for FLT Group, with a major milestone marked by the completion of our first portfolio acquisition in Europe, comprising 21 prime industrial and logistics properties in Germany and the Netherlands. Leasing activity during the quarter was also buoyant, with 118,279 sqm of leasable space contracted, de-risking our expiry profile further."

(10) 6 August 2018: FLT Group to divest Lot 102 Coghlan Road in South Australia for A\$8.75 million

FLT Group announced that it has entered into a sale and purchase agreement with Qube Logistics (SA1) Pty Ltd for the proposed divestment of Lot 102 Coghlan Road in South Australia for A\$8.75 million (approximately S\$8.2 million⁽¹⁾).

(11) 20 August 2018: Completion of divestments of 80 Hartley Street in New South Wales Australia and Lot 102 Coghlan Road in South Australia

APPENDIX A – LETTER FROM THE FCOT IFA TO THE FCOT INDEPENDENT DIRECTORS AND TO THE FCOT TRUSTEE IN RESPECT OF THE TRUST SCHEME

FLT Group announced the completion of its divestments of 80 Hartley Street in New South Wales Australia on 20 August 2018 and Lot 102 Coghlan Road located in South Australia on 17 August 2018.

(12) 31 August 2018: Proposed acquisition of two properties in Australia

FLT Group announced that it has entered into agreements to acquire freehold and leasehold interests in two completed industrial properties with a combined gross leasable area of 39,565 sqm and a combined weighted average lease expiry of 5.7 years in Australia for an aggregate consideration of A\$62.6 million (approximately S\$58.3 million⁽¹⁾) subject to completion adjustments.

(13) 5 September 2018: Completion of acquisition of two properties in Australia

Further to the acquisition announcement on 31 August 2018, FLT Group announced the completion of the acquisition of two completed industrial properties in Australia.

(14) 31 October 2018: FLT Group acquires freehold logistics property in the Netherlands

FLT Group announced that it has entered into a share purchase agreement with an indirect wholly-owned subsidiary of FPL to acquire all the issued units of FPE Investments RE20 B.V., which holds the freehold interest in a logistics property located at Mandeveld 12, Meppel, the Netherlands. The agreed property purchase price is €25.36 million (approximately S\$39.88 million).

(15) 5 November 2018: Announcement of fourth quarter earnings for the three months ended 30 September 2018

FLT Group announced distributable income of A\$36.0 million (approximately S\$33.5 million⁽¹⁾) (up 35.6 per cent pro forma year-on-year) on revenue of A\$60.4 million (approximately S\$56.3 million⁽¹⁾) (up 43.2 per cent pro forma year-on-year). The earnings release stated: *“We are pleased to report robust business performance for FY2018. During the year, we completed 296,953 sqm of leasing, diversified geographically into the attractive German and Dutch logistics and industrial markets through the acquisition of 21 properties in May, and also rejuvenated our Australian portfolio with the divestment of two non-core properties, with proceeds redeployed towards purchasing two newer, prime-grade industrial properties.”*

(16) 24 January 2019: Announcement of first quarter earnings for the three months ended 31 December 2019

FLT Group announced distributable income of A\$36.7 million (approximately S\$34.2 million⁽¹⁾) (up 41.9 per cent pro forma year-on-year) on gross revenue of A\$59.5 million (approximately S\$55.5 million⁽¹⁾) (up 40.3 per cent pro forma year-on-year). The earnings release stated: *“We commenced FY2019 with an acquisition of a modern freehold logistics facility in the Netherlands, and delivered a 41.9 per cent year-on-year increase to distributable income for 1QFY19. The prime logistics sector across our key markets remains well supported by investments in infrastructure and a burgeoning e-commerce market. We also remain watchful of the ongoing trade tensions which have weighed down the Australian Dollar.”*

(17) 8 February 2019: Appointment and Cessation of Non-Executive and Non-Independent Directors

FLT Group announced the appointment of Mr. Rodney Vaughan Fehring as Non-Executive and Non-Independent Director of FLT Group from 11 February 2019

FLT Group announced that Mr. Michael Bowden Newsom, who has served as a Non-Executive and Non-Independent Director of Frasers Logistics & Industrial Asset Management Pte Ltd (“FLIAM”), the manager of FLT Group, since 26 May 2016, is stepping down from the Board of FLIAM following the cessation of his employment with Frasers Property Australia Group on 31 January 2019.

FLT Group announced that Mr. Lim Ee Seng, who has served as a Non-Executive and Non-Independent Director of FLIAM since 7 July 2015, is stepping down from the Board of FLIAM as part of a planned transition.

APPENDIX A – LETTER FROM THE FCOT IFA TO THE FCOT INDEPENDENT DIRECTORS AND TO THE FCOT TRUSTEE IN RESPECT OF THE TRUST SCHEME

(18) 4 March 2019: FLT Group to join FTSE EPRA/NAREIT Global Developed Index

FLT Group announced its inclusion in the FTSE EPRA/NAREIT Global Real Estate Index Series (Global Developed Index) from 19 March 2019.

(19) 29 March 2019: FLT Group to divest 63-79 South Park Drive in Victoria for A\$17.25 million

FLT Group announced that, through its subsidiary, it has entered into a sale and purchase agreement with Enborne Pty Ltd for the sale of 63-79 South Park Drive, Dandenong South, Victoria, Australia, for a consideration of A\$17.25 million (approximately S\$16.1 million⁽¹⁾).

(20) 26 April 2019: Announcement of second quarter earnings for the three months ended 31 March 2019

FLT Group announced distributable income of A\$36.9 million (approximately S\$34.4 million⁽¹⁾) (up 42.7 per cent pro forma year-on-year) on revenue of A\$59.7 million (approximately S\$55.6 million⁽¹⁾) (up 36.9 per cent pro forma year-on-year). The earnings release stated: *“The second quarter was again an exciting period for FLT Group. We were included in the FTSE EPRA/NAREIT Developed Index in March, marking an important milestone which will strengthen FLT Group’s position in the capital markets. We completed two leasing deals that included a 10-year lease extension and asset enhancement initiatives (“AEI”) for the CHEP Property, as well as the divestment of non-core property in Victoria, Australia. We are also pleased to declare a distribution of 3.54 Singapore cents to unitholders.”*

(21) 16 May 2019: FLT Group to divest part of 610 Heatherton Road in Victoria for A\$15.0 million

FLT Group announced that it has entered into a sale and purchase agreement with Mack Bros Enterprises Pty Ltd for the divestment of the warehouse and hardstand components of 610 Heatherton Road, Clayton South, Victoria, Australia at a consideration of A\$15.0 million (approximately S\$14.0 million⁽¹⁾).

(22) 31 May 2019: FLT Group to divest residual components of 610 Heatherton Road in Victoria for A\$5.4 million

FLT Group announced that, through its subsidiary, it has entered into a sale and purchase agreement with Enjoy Church Inc for the divestment of the office and deck car park components of 610 Heatherton Road, Clayton South, Victoria, Australia at a consideration of A\$5.4 million (approximately S\$5.0 million⁽¹⁾).

(23) 13 June 2019: Divestment of 50.00 per cent interest in 99 Standstone Place, Parkinson, Queensland for A\$134.2 million

FLT Group announced that, through its wholly-owned trust, it has entered into a sale and purchase agreement with an entity managed by DWS Investments Australia Ltd to divest 50 per cent of its ownership in the property at 99 Standstone Place for a sale consideration of A\$134.2 million (approximately S\$125.1 million⁽¹⁾). The property is a cold storage distribution facility leased to Coles Group Ltd.

(24) 3 July 2019: Proposed acquisition of 12 prime logistics properties in Germany and Australia

FLT Group announced that it has entered into various sales and purchase agreements with subsidiaries of FPL to acquire interests in nine freehold logistics properties located in Germany and three freehold logistics properties located in Australia for an agreed property purchase price of approximately S\$612.5 million. The purchasing consideration will be funded via a combination of equity and borrowings.

APPENDIX A – LETTER FROM THE FCOT IFA TO THE FCOT INDEPENDENT DIRECTORS AND TO THE FCOT TRUSTEE IN RESPECT OF THE TRUST SCHEME

(25) 24 July 2019: Completion of divestment of 50.0 per cent interest in the property at 99 Standstone Place, Parkinson, Queensland

FLT Group announced the completion of the divestment of its 50.0 per cent interest in the property at 99 Standstone Place, Parkinson, Queensland.

(26) 26 July 2019: Announcement of third quarter earnings for the three months ended 30 June 2019

FLT Group announced distributable income of A\$36.9 million (approximately S\$34.4 million⁽¹⁾) (up 20.4 per cent pro forma year-on-year) on revenue of A\$60.0 million (approximately S\$55.9 million⁽¹⁾) (up 21.6 per cent pro forma year-on-year). The earnings release stated: *“We are pleased to turn in a solid third quarter performance, registering a 3.4 per cent increase in DPU to 1.82 Australian cents. It was also a busy period for FLT Group in which we continued with our active asset management strategies, completing two forward lease renewals in Australia and Germany, divesting a non-core property in Victoria, as well as the sale of a 50 per cent interest in the Coles Facility. These portfolio optimisation initiatives are expected to provide further income stability and reduce tenant concentration.”*

(27) 31 July 2019: Close of private placement

FLT Group announced that its private placement was approximately 3.2 times subscribed with the issue price being fixed at S\$1.173 per new unit, which would result in gross proceeds of approximately S\$258.1 million.

(28) 8 August 2019: Issue of 220,000,000 new units in FLT Group pursuant to private placement

FLT Group announced the issuance of 220,000,000 new units pursuant to a private placement previously announced on 31 July 2019.

(29) 20 August 2019: Completion of Australian properties acquisition and use of proceeds from private placement

FLT Group announced the completion of the acquisition of Australian properties for approximately S\$116.8 million. The acquisition was fully funded by the proceeds from a private placement of 220,000,000 new units at an issue price of S\$1.173 per new unit, as previously announced on 31 July 2019 and 8 August 2019.

(30) 23 August 2019: Completion of acquisition of BV Maschinen GMBH and interests in 4 out of 9 properties in Germany

FLT Group announced the completion of the acquisition of the equity interests in BV Maschinen GmbH, Gewerbepark Bergheim GmbH, Al Gewerbepark Ratingen GmbH, Al Gewerbepark Tamm GmbH and Al Gewerbepark Obertshausen GmbH, through its wholly owned subsidiary, for a consideration of €128.9 million (approximately S\$198.5 million). Each of Gewerbepark Bergheim GmbH, Al Gewerbepark Ratingen GmbH, Al Gewerbepark Tamm GmbH and Al Gewerbepark Obertshausen GmbH respectively holds the Callius & WEG & GILOG Facility, the Keramag & VCK Facility, the Bosch Facility and the Amor & Mühle Facility.

(31) 27 August 2019: Completion of acquisition of interests in the EDEKA Facility in Germany

FLT Group announced the completion of the acquisition of a 94.0 per cent stake in the EDEKA Facility for approximately S\$23.6 million. The purchase consideration is fully funded by debt.

(32) 3 September 2019: Completion of acquisition of interests in the Hermes Augsburg Facility and the Kentner Facility

FLT Group announced the completion of the acquisition of a 94.9 per cent stake in both the Hermes Augsburg Facility and the Kentner Facility, through its wholly owned subsidiary, for a total purchase consideration of approximately S\$45.9 million. The acquisition is fully funded by debt.

APPENDIX A – LETTER FROM THE FCOT IFA TO THE FCOT INDEPENDENT DIRECTORS AND TO THE FCOT TRUSTEE IN RESPECT OF THE TRUST SCHEME

(33) 18 September 2019: Inclusion in GPR 250 Index Series

FLT Group announced its inclusion as a constituent of the GPR 250 Index Series, comprising the GPR 250 Index and GPR 250 REIT Index, from 23 September 2019. Both the GPR Index and the GPR 250 REIT Index are published by Dutch based Global Property Research B.V. (“GPR”).

(34) 6 November 2019: Announcement of fourth quarter earnings for the three months ended 30 September 2019

FLT Group announced distributable income of A\$39.3 million (approximately S\$36.6 million⁽¹⁾) (up 9.3 per cent pro forma year-on-year) on revenue of A\$61.6 million (approximately S\$57.4 million⁽¹⁾) (up 1.9 per cent pro forma year-on-year). The earnings release stated: “*FLT Group maintained a creditable performance in FY2019, achieving distributable income growth and a stable DPU notwithstanding the volatile currency market. We deepened our foothold in the major logistics markets of Australia, Germany and the Netherlands via the acquisitions of 11 freehold logistics properties and undertook three opportunistic divestments that were all transacted at premiums to book value. Leasing momentum for the year was strong with 11 deals signed, which will provide stability of income.*”

(35) 28 November 2019: The Business Times published an article entitled “Frasers Logistics, Frasers Commercial Trust planning to merge: Sources”

The Business Times reported a potential merger between FCOT Group and FLT Group but representatives from FCOT Group and FLT Group did not respond to request for comments.

28 November 2019: Trading Halt

FLT Group requested for trading halt pending the release of an announcement.

(36) 2 December 2019: Joint Announcement of Merger

FCOT and FLT jointly announced the Merger by way of a trust scheme of arrangement.

(37) 6 February 2020: Announcement of first quarter earnings for the three months ended 31 December 2019

FLT Group announced distributable income of A\$41.4 million (approximately S\$38.6 million⁽¹⁾) (up 12.9 per cent year-on-year) on gross revenues of A\$64.4 million (approximately S\$60.0 million⁽¹⁾) (up 8.2 per cent year-on-year). The earnings release stated: “*FLT reported higher revenue and adjusted net property income of A\$64.4 million and A\$52.9 million respectively, representing an increase of 8.2 per cent from A\$59.5 million and 8.1 per cent from A\$48.9 million respectively in the corresponding financial quarter (1QFY19). Acquisitions in Europe and Australia supported the increase in income, which was partially offset by divestment activities in Australia.*”

Note:

(1) Where an S\$-equivalent figure was not disclosed, the figure was converted into S\$ at an exchange rate of S\$1:A\$1.073 on the IFA Reference Date.

We wish to highlight that underlying financial data used in our analysis has been extracted from announcements released by FLT Group on the SGX-ST and various press releases as of the IFA Reference Date. We make no representations or warranties, express or implied, on the accuracy, adequacy or completeness of such information.

9.7.3 VWAP Analysis

We set out in Table 12 the premium/(discount) implied by the Consideration Unit Price over the closing price of FLT Units on the UUPD as well as over the 1-month, 3-month, 6-month and 12-month VWAP of FLT Units for the respective periods prior to and including the UUPD. We also set out in Table 12 the premium/(discount) implied by the Consideration Unit Price over the closing price of FLT Units on the IFA Reference Date as well as over the VWAP of FLT units for the period from the JAD up to and including the IFA Reference Date.

APPENDIX A – LETTER FROM THE FCOT IFA TO THE FCOT INDEPENDENT DIRECTORS AND TO THE FCOT TRUSTEE IN RESPECT OF THE TRUST SCHEME

Table 12: Evaluating the Consideration Unit Price of S\$1.240 per FLT Unit

Reference Period	Min (S\$)	Max (S\$)	VWAP ⁽¹⁾ (S\$)	Closing Price (S\$)	Consideration Unit Price Relative to:		Premium / (Discount) to Closing Price / VWAP (%)	
					Min-Max Range	VWAP Closing Price		
Periods Prior to and Including the UUPD								
UUPD: 27 Nov 2019 (Intraday)	1.230	1.250	NA	1.240	Within	NA	Equal	0.00%
1-mth Prior to & Including the UUPD	1.190	1.280	1.240	NA	Within	Equal	NA	0.04%
3-mths Prior to & Including the UUPD	1.180	1.290	1.237	NA	Within	Higher	NA	0.25%
6-mths Prior to & Including the UUPD	1.140	1.300	1.218	NA	Within	Higher	NA	1.77%
12-mths Prior to & Including the UUPD	1.010	1.300	1.172	NA	Within	Higher	NA	5.81%
Period from the Joint Announcement Date up to and Including the IFA Reference Date (2 December 2019 to 7 January 2020)								
IFA Ref Date: 6 Feb 2020 (Intraday)	1.250	1.280	NA	1.270	Lower	NA	Lower	(2.36%)
From the JAD up to the IFA Ref Date	1.180	1.290	1.225	NA	Within	Higher	NA	1.23%
Consideration Unit Price = S\$1.240								
Legend								
Green = Favourable								
Red = Unfavourable								

Source: FactSet

(1) The VWAP is weighted based on the volume of FLT Units traded and the corresponding transacted prices of the FLT Units for market days in the reference periods. Unit price and VWAP figures shown are rounded to the nearest three decimal places. No adjustments to unit prices and VWAP figures have been made for stock splits, rights issues, dividends, bonus issues or other corporate transactions in each respective reference period.

Between the JAD and the IFA Reference Date, the FLT Units traded between S\$1.180 and S\$1.290 per unit.

For the 12-month period prior to and including the UUPD, FLT Units traded between S\$1.010 and S\$1.300 per unit.

Based on Table 12, for the 12-month prior to and including the UUPD, we note that the Consideration Unit Price is equal to the UUPD closing price of FLT Units as well as the VWAP of FLT Units for the 1-month period prior to and including the UUPD and represents a premium of 0.25 per cent, 1.77 per cent and 5.81 per cent over the VWAP of FLT Units for the 3-month, 6-month and 12-month periods prior to and including the UUPD respectively.

Based on Table 12, we also note that the Consideration Unit Price is lower than the IFA Reference Date closing price and represents a premium of approximately 1.23 per cent over the VWAP of FLT Units from the JAD up to the IFA Reference Date.

We note that there is no assurance that the price of the FLT Units will remain at current levels. We also wish to highlight that the historical trading performance of the FLT Units serves only as an illustrative guide and should not be relied upon as an indication of the future price performance of the FLT Units, which will be governed by amongst other factors, the performance and prospects of FLT Group, prevailing economic conditions, economic outlook, stock market conditions and sentiment.

9.7.4 P/NAV Analysis

We set out in Chart 6 the P/NAV multiples of FLT Units⁽²⁹⁾ over the 12-month period prior to and including the UUPD as well as from the JAD up to the IFA Reference Date. The latest NAV per FLT Unit reported by FLT Group as at 31 December 2019⁽³⁰⁾ is S\$0.936 per FLT Unit⁽³¹⁾.

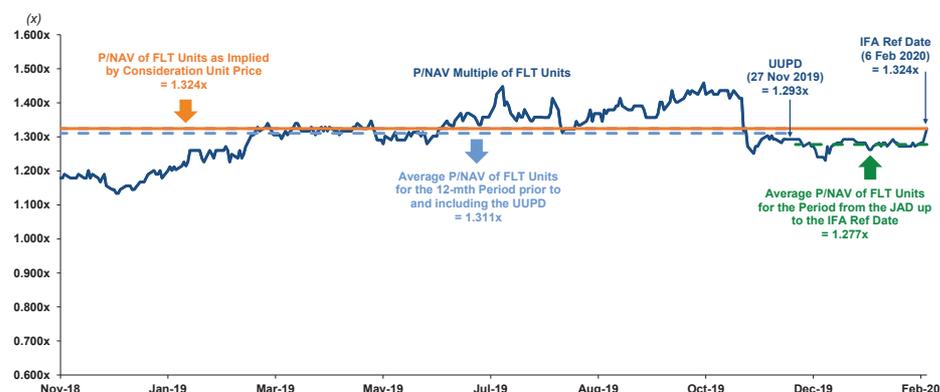
⁽²⁹⁾ The P/NAV of FLT Units is calculated based on the latest reported NAV/FLT Unit as at reference each date NAV/FLT Unit is calculated using the total number of units issued at the end of the reporting period.

⁽³⁰⁾ As reported in FLT Group's Financial Statements Announcement for the Quarter Ended 31 December 2019

⁽³¹⁾ Converted at an exchange rate of S\$1:A\$1.073.

APPENDIX A – LETTER FROM THE FCOT IFA TO THE FCOT INDEPENDENT DIRECTORS AND TO THE FCOT TRUSTEE IN RESPECT OF THE TRUST SCHEME

Chart 6: P/NAV Multiples of FLT Units over the 12-month Period prior to and including the UUPD as well as from the JAD up to the IFA Reference Date



Period up to UUPD	P/NAV of FLT Units				P/NAV of FLT Units as Implied by Consideration Unit Price Relative to:			
	Min (x)	Max (x)	Mean (x)	Median (x)	Based on Closing Price (x)	Min-Max Range	Mean-Median Range	Metric Based on Closing Price
IFA Ref Date: 6 Feb 2020 (Intraday)	1.303x	1.335x	NA	NA	1.324x	Within	NA	Equal
From the JAD up to the IFA Ref Date	1.230x	1.324x	1.277x	1.282x	NA	Higher	Higher	NA
UUPD: 27 Nov 2019 (Intraday)	1.282x	1.303x	NA	NA	1.293x	Higher	NA	Higher
1-mth Prior to & Including the UUPD	1.251x	1.436x	1.331x	1.293x	NA	Within	Within	NA
3-mths Prior to & Including the UUPD	1.251x	1.459x	1.377x	1.391x	NA	Within	Lower	NA
6-mths Prior to & Including the UUPD	1.251x	1.459x	1.364x	1.363x	NA	Within	Lower	NA
12-mths Prior to & Including the UUPD	1.134x	1.459x	1.311x	1.317x	NA	Within	Higher	NA

P/NAV Implied by Consideration Unit Price = 1.324x

Legend
Green = Favourable
Red = Unfavourable

Source: FactSet, Company Filings

Based on Chart 6, we note that the Consideration Unit Price implied P/NAV of FLT Units of 1.324x is higher than the P/NAV of FLT Units of 1.293x as at the UUPD and the mean-median P/NAV range of FLT Units for the 12-month period prior to and including the UUPD but is within the mean-median P/NAV range of FLT Units for the 1-month period prior to and including the UUPD and lower than the mean-median P/NAV range of FLT Units for the 3-month and 6-month periods prior to and including the UUPD.

Based on Chart 6, we also note that the Consideration Unit Price implied P/NAV of FLT Units of 1.324x is equal to the P/NAV of FLT Units as at the IFA Reference Date but higher than the mean-median P/NAV range of FLT Units for the period from the JAD up to the IFA Reference Date.

We wish to highlight that underlying financial data used in our analysis has been extracted from announcements released by FLT Group on the SGX-ST and various press releases as of the IFA Reference Date. We make no representations or warranties, express or implied, on the accuracy or completeness of such information.

9.7.5 Distribution Yield Analysis

We set out in Chart 7 the LTM Distribution Yield of FLT Units⁽³²⁾ over the 12-month period prior to and including the UUPD as well as from the JAD up to the IFA Reference Date. The latest LTM DPU reported by FLT Group as at 31 December 2019⁽³³⁾ is 6.80 Singapore cents per FLT Unit⁽³⁴⁾.

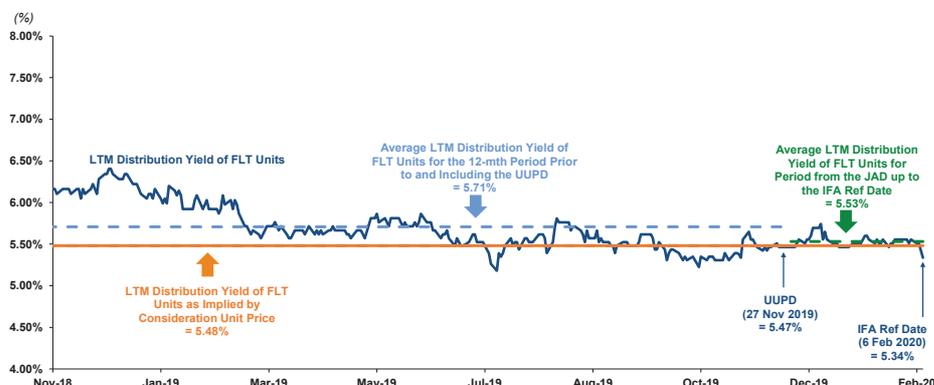
⁽³²⁾ The LTM Distribution Yield of FLT Units is calculated based on the latest reported LTM DPU of FLT Units as at each reference date. LTM DPU is the aggregate of the DPU in the most recent 4 quarters (if distributions are made quarterly) or the aggregate of the DPU in the most recent 2 semiannual periods (if distributions are made semiannually). DPU is calculated using the total number of units issued and issuable at the end of the reporting period.

⁽³³⁾ As reported in FLT Group's Financial Statements Announcement for the Quarter Ended 31 December 2019

⁽³⁴⁾ Converted at an exchange rate of S\$1:A\$1.073

APPENDIX A – LETTER FROM THE FCOT IFA TO THE FCOT INDEPENDENT DIRECTORS AND TO THE FCOT TRUSTEE IN RESPECT OF THE TRUST SCHEME

Chart 7: LTM Distribution Yield of FLT Units over the 12-month Period prior to and including the UUPD as well as from the JAD up to the IFA Reference Date



Period up to UUPD	LTM Distribution Yield of FLT Units				LTM Distribution Yield of FLT Units as Implied by Consideration Unit Price Relative to:			
	Min (%)	Max (%)	Mean (%)	Median (%)	Based on Closing Price (%)	Min-Max Range	Mean-Median Range	Metric Based on Closing Price
IFA Ref Date: 6 Feb 2020 (Intraday)	5.29%	5.42%	NA	NA	5.34%	Higher	NA	Higher
From the JAD up to the IFA Ref Date	5.34%	5.74%	5.53%	5.51%	NA	Within	Lower	NA
UUPD: 27 Nov 2019 (Intraday)	5.42%	5.51%	NA	NA	5.47%	Within	NA	Higher
1-mth Prior to & including the UUPD	5.31%	5.65%	5.44%	5.47%	NA	Within	Higher	NA
3-mths Prior to & including the UUPD	5.22%	5.65%	5.44%	5.44%	NA	Within	Higher	NA
6-mths Prior to & including the UUPD	5.18%	5.86%	5.51%	5.52%	NA	Within	Lower	NA
12-mths Prior to & including the UUPD	5.18%	6.41%	5.71%	5.66%	NA	Within	Lower	NA

LTM Distribution Yield Implied by Consideration Unit Price = 5.48%

Legend
Green = Favourable
Red = Unfavourable

Source: FactSet, Company Filings

Based on Chart 7, we note that the Consideration Unit Price implied LTM Distribution Yield of FLT Units of 5.48 per cent is higher than the LTM Distribution Yield of FLT Units of 5.47 per cent as at the UUPD and the mean-median LTM Distribution Yield range of FLT Units for the 1-month and 3-month periods prior to and including the UUPD but lower than the mean-median LTM Distribution Yield range of FLT Units for the 6-month and 12-month periods prior to and including the UUPD.

Based on Chart 7, we also note that the Consideration Unit Price implied LTM Distribution Yield of FLT Units of 5.48 per cent is higher than the LTM Distribution Yield of FLT Units of 5.34 per cent on the IFA Reference Date but lower than the mean-median LTM Distribution Yield range of FLT Units for the period from the JAD up to the IFA Reference Date.

We wish to highlight that underlying financial data used in our analysis has been extracted from announcements released by FLT Group on the SGX-ST and various press releases as of the IFA Reference Date. We make no representations or warranties, express or implied, on the accuracy or completeness of such information.

9.7.6 Trading Multiples analysis with Selected Singapore-Listed Logistics/Industrial REITs

We have examined selected companies listed on the Singapore Stock Exchange which have market capitalisations of greater than S\$1 billion and are engaged in logistics/industrial real estate investments (the “Selected Singapore-Listed Logistics/Industrial REITs”).

We have considered the following valuation metrics for the Selected Singapore-Listed Logistics/Industrial REITs with respect to the valuation metrics as implied by the Scheme Consideration:

- a) P/NAV Multiple; and
- b) LTM Distribution Yield.

APPENDIX A – LETTER FROM THE FCOT IFA TO THE FCOT INDEPENDENT DIRECTORS AND TO THE FCOT TRUSTEE IN RESPECT OF THE TRUST SCHEME

The summary description of the Selected Singapore-Listed Logistics/Industrial REITs we have reviewed for our analysis is set out in the following table.

Brief Description of the Selected Singapore-Listed Logistics/Industrial REITs

Company	Company Description	Market Cap. (S\$ million)
Ascendas REIT (“A-REIT”)	<ul style="list-style-type: none"> ■ Headquartered in Singapore, A-REIT invests in business space and industrial assets. ■ A-REIT has 171 properties in Singapore, Australia and the United Kingdom. 	11,941
Mapletree Logistics Trust (“MLT”)	<ul style="list-style-type: none"> ■ Headquartered in Singapore, MLT invests in logistics real estate. ■ MLT has 137 properties in Singapore, Hong Kong SAR, Japan, China, Australia, South Korea, Malaysia and Vietnam. 	7,252
Mapletree Industrial Trust (“MINT”)	<ul style="list-style-type: none"> ■ Headquartered in Singapore, MINT invests in industrial real estate and real estate used primarily as data centres worldwide beyond Singapore. ■ MINT has 87 industrial properties in Singapore. ■ Additionally, it has a 40.0 per cent interest in 14 data centres in the United States of America through its joint venture with Mapletree Investments Pte Ltd. 	6,207
ESR-REIT (“ESR”)	<ul style="list-style-type: none"> ■ Headquartered in Singapore, ESR-REIT invests in industrial assets. ■ ESR has a portfolio of 57 properties located across Singapore. 	2,135
Cromwell REIT EUR (“Cromwell”)	<ul style="list-style-type: none"> ■ Headquartered in Singapore, Cromwell invests in real estate assets used primarily for office, light industrial/logistics and retail purposes. ■ Cromwell owns 103 properties in, or close to, Denmark, Finland, France, Germany, Italy, the Netherlands and Poland. 	1,918

Source: FactSet, Company Filings, Press Articles

Note: Market capitalisation refers to the closing price on the IFA Reference Date multiplied by the total number of units issued and issuable of the relevant company on the IFA Reference Date and the foreign exchange rates derived from FactSet as of the IFA Reference Date.

APPENDIX A – LETTER FROM THE FCOT IFA TO THE FCOT INDEPENDENT DIRECTORS AND TO THE FCOT TRUSTEE IN RESPECT OF THE TRUST SCHEME

Table 13: Selected Singapore-Listed Logistics/Industrial REITs

Valuation Multiples of Singapore-Listed Logistics/Industrial REITs ^{(1), (2)}					
Company	Listing	Unit Price (S\$)	Market Cap ⁽³⁾ (S\$ mm)	P/NAV ⁽⁴⁾ (x)	LTM Distribution Yield ⁽⁵⁾ (%)
Ascendas REIT	SGX	3.30	11,941	1.526x	4.75%
Mapletree Logistics Trust	SGX	1.91	7,252	1.625x	4.25%
Mapletree Industrial Trust	SGX	2.82	6,207	1.785x	4.42%
Cromwell REIT EUR	SGX	0.84	2,135	1.093x	7.12%
ESR-REIT	SGX	0.55	1,918	1.271x	6.91%
Max				1.785x	7.12%
Mean				1.460x	5.49%
Median				1.526x	4.75%
Min				1.093x	4.25%
P/NAV and LTM Distribution Yield Implied by Consideration Unit Price⁽⁶⁾				1.324x	5.48%
Min-Max Range				Within	Within
Mean-Median Range				Lower	Within

Legend
Green: Favourable
Red: Unfavourable

Source: FactSet, Company Filings

- (1) All figures, unless otherwise stated below, are as of the IFA Reference Date
- (2) Foreign exchange rate conversion based on S\$1:EUR0.656 / S\$1:A\$1.073
- (3) Market capitalisation refers to the closing price on the IFA Reference Date multiplied by the total number of units issued and issuable of the relevant S-REIT on the IFA Reference Date and the foreign exchange rates derived from FactSet as of the IFA Reference Date.
- (4) P/NAV is calculated based on the latest reported NAV per unit as at each reference date. NAV per unit is calculated using the total number of units issued at the end of the reporting period.
- (5) LTM Distribution Yield of is calculated based on the latest reported LTM DPU as at each reference date. LTM DPU is the aggregate of the DPU in the most recent 4 quarters (if distributions are made quarterly) or the aggregate of the DPU in the most recent 2 semiannual periods (if distributions are made semiannually). DPU is calculated using the total number of units issued and issuable at the end of the reporting period.
- (6) P/NAV of FLT Units as implied by Consideration Unit Price is based on reported NAV per FLT Unit of S\$0.936 as of 31 December 2019 and LTM Distribution Yield of FLT Units as implied by the Consideration Unit Price is based on LTM December 2019 DPU of 6.80 Singapore cents

Based on the above, we note that:

- 1) the Consideration Unit Price implied P/NAV of FLT Units of 1.324x is within the min-max range and lower than the mean-median P/NAV range of the Selected Singapore-Listed Logistics/Industrial REITs; and
- 2) the Consideration Unit Price implied LTM Distribution Yield of FLT Units of 5.48 per cent is within the min-max range and also within the mean-median LTM Distribution Yield range of the Selected Singapore-Listed Logistics/Industrial REITs.

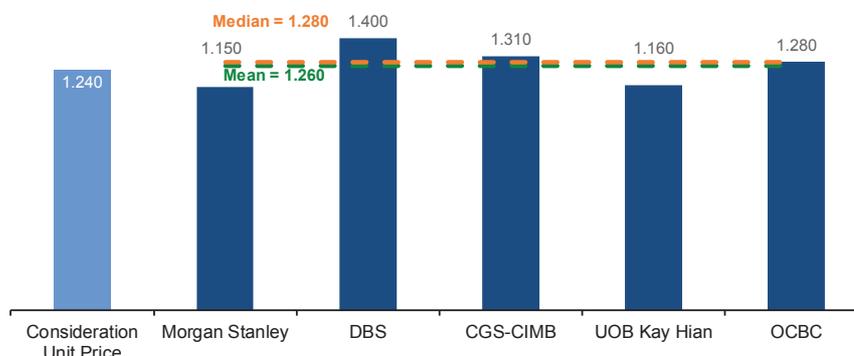
We recognise, however, that the list of the Selected Singapore-Listed Logistics/Industrial REITs is not exhaustive and there may not be any companies and/or REITs listed on the SGX-ST or other stock exchanges that are directly comparable to FLT Group in terms of business activities, scale or operations, geographical markets, track record, future prospects, asset base, risk profile, customer base and other relevant criteria. We also note that the accounting principles used by the respective Selected Singapore-Listed Logistics/Industrial REITs and FLT Group may be different. Such differences may therefore render any comparisons carried out less useful than if the same accounting principles were being used. As such, any comparison made with respect to the Selected Singapore-Listed Logistics/Industrial REITs is therefore intended to serve only as an illustrative guide.

9.7.7 Research Analyst Target Prices of FLT Units

In our analysis, we have also reviewed the latest publicly available price targets for FLT Units by equity research analysts as of the UUPD as summarised in Chart 8.

APPENDIX A – LETTER FROM THE FCOT IFA TO THE FCOT INDEPENDENT DIRECTORS AND TO THE FCOT TRUSTEE IN RESPECT OF THE TRUST SCHEME

Chart 8: FLT Units Research Analyst Target Prices as of the UUPD (S\$)



Source: Equity Research Reports

Based on Chart 8, we note that the Consideration Unit Price of S\$1.240 is within the min-max range and lower than the mean-median range of the latest analyst research target prices as of the UUPD.

We also note that the Consideration Unit Price of S\$1.240 represents a discount of approximately 1.59 per cent to the mean of the research analysts' target prices as of the UUPD.

We wish to highlight that the above research analyst report universe is not exhaustive and price targets for FLT Units and other statements and opinions contained in the reports within the universe used represent the individual views of the research analyst based on the circumstances (including, *inter alia*, market, economic, industry and monetary conditions as well as market sentiment and investor perceptions regarding the future prospects of FLT Group) prevailing at the date of the publication of the respective research analyst reports. The opinions of the research analysts may change over time as a result of, *inter alia*, changes in market conditions, FLT Group's market development and the emergence of new information relevant to FLT Group. We also note that the research analyst coverage of FLT Units is limited. As such, the above target prices may not be an accurate prediction of future market prices of the FLT Units. Any opinions or price targets expressed in such research analyst reports represent the individual views of the respective research analysts and not of Evercore.

9.8 Other Key Considerations

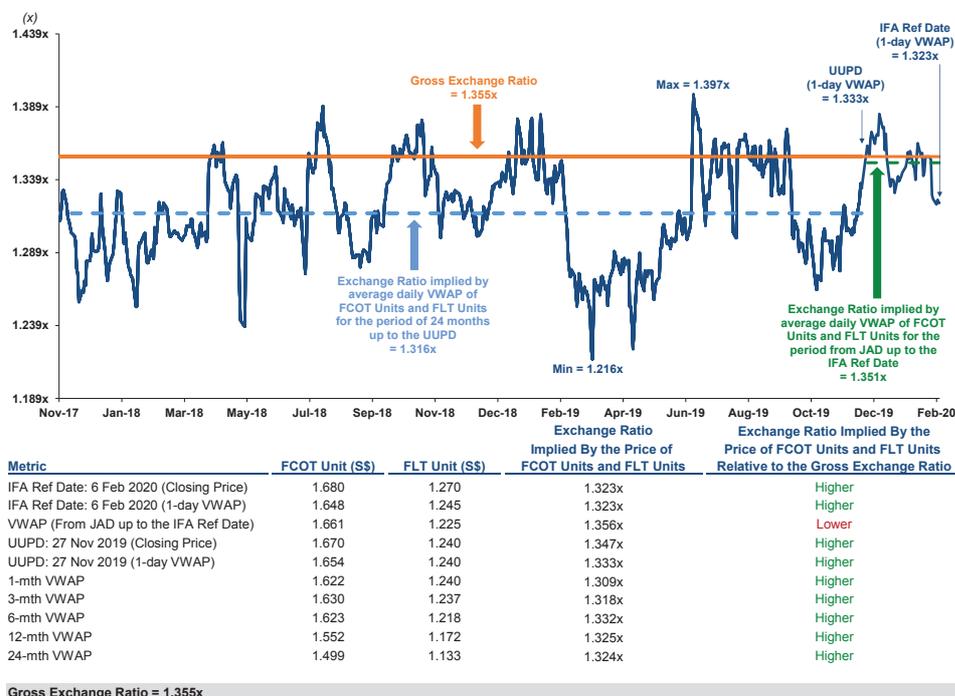
9.8.1 Exchange Ratio Analysis

As part of the financial terms of the Trust Scheme, we have considered the exchange ratio implied by the unit price⁽³⁵⁾ of FCOT Units and FLT Units. From the Scheme Document, the Trust Scheme is proposed to be effected on the basis of the relative unit price⁽³⁵⁾ of FCOT Units and FLT Units. Based on publicly disclosed information, we observed that a number of precedent transactions involving the combination of S-REITs were effected on the basis of the relative unit price⁽³⁵⁾ of the target and the offeror. Some examples include the merger of OUE-H and OUE-C, which was announced on 8 April 2019, and the merger of VIT and ESR, which was announced on 18 May 2018. We have also considered evaluating the exchange ratio implied by the respective NAV of FCOT Units and FLT Units (i.e. exchange ratio on an NAV basis) but have determined this approach to be less relevant as the sectors for FCOT Units (offices) and FLT Units (logistics/industrials) trade at different multiples as observed on page 39 and page 55 of this Letter.

⁽³⁵⁾ Encompasses both the historical VWAP and UUPD closing price of FCOT Units and FLT Units.

APPENDIX A – LETTER FROM THE FCOT IFA TO THE FCOT INDEPENDENT DIRECTORS AND TO THE FCOT TRUSTEE IN RESPECT OF THE TRUST SCHEME

Chart 9: Exchange ratio implied by the VWAP⁽³⁶⁾ of FCOT Units and FLT Units for the period of 24 months prior to and including the UUPD as well as from the JAD up to the IFA Reference Date



Legend
Green = Favourable
Red = Unfavourable

Source: FactSet

We set out above the exchange ratio implied by (i) the VWAP of FCOT Units and FLT Units for the period of 24 months prior to and including the UUPD as well as (ii) the closing price of FCOT Units and FLT Units on the UUPD.

The Gross Exchange Ratio of 1.355x is the ratio between the Scheme Consideration of S\$1.680 and the Consideration Unit Price of S\$1.240. Based on the analysis above, we observe that the Gross Exchange Ratio of 1.355x is higher than the exchange ratio of 1.316x implied by the average daily VWAP of FCOT Units and FLT Units for the period of 24 months prior to and including the UUPD.

We also observe that the Gross Exchange Ratio of 1.355x is higher than the exchange ratio implied by the closing price of FCOT Units and FLT Units on the UUPD as well as the exchange ratio implied by the 1-day, 1-month, 3-month, 6-month, 12-month and 24-month VWAP of FCOT Units and FLT Units as of the UUPD.

Furthermore, we also set out above the exchange ratio implied by (i) the VWAP of FCOT Units and FLT Units for the period from the JAD up to the IFA Reference Date as well as (ii) the closing price of FCOT Units and FLT Units on the IFA Reference Date.

Based on the analysis above, we observe that the Gross Exchange Ratio of 1.355x is higher than the exchange ratio of 1.351x implied by the average daily VWAP of FCOT Units and FLT Units for the period from the JAD up to the IFA Reference Date.

⁽³⁶⁾ The VWAP is weighted based on the volume of units traded and the corresponding transacted prices of the units for market days in the reference periods. Unit price and VWAP figures shown are rounded to the nearest three decimal places. No adjustments to unit prices and VWAP figures have been made for stock splits, rights issues, dividends, bonus issues or other corporate transactions in each respective reference period.

APPENDIX A – LETTER FROM THE FCOT IFA TO THE FCOT INDEPENDENT DIRECTORS AND TO THE FCOT TRUSTEE IN RESPECT OF THE TRUST SCHEME

We also observe that the Gross Exchange Ratio of 1.355x is higher than the exchange ratio implied by the closing price of FCOT Units and FLT Units on the IFA Reference Date as well as the exchange ratio implied by the 1-day VWAP of FCOT Units and FLT Units as of the IFA Reference Date. However, we observe that the Gross Exchange Ratio of 1.355x is slightly lower than the exchange ratio implied by the VWAP of FCOT Units and FLT Units for the period from the JAD up to the IFA Reference Date.

Chart 10: Adjusted exchange ratio⁽³⁷⁾ implied by the VWAP⁽³⁸⁾ of FCOT Units and FLT Units for the period of 24 months prior to and including the UUPD



Metric	FCOT Unit (\$)	FLT Unit (\$)	Adjusted Exchange Ratio Implied By the Price of FCOT Units and FLT Units	Adjusted Exchange Ratio Implied by the Price of FCOT Units and FLT Units Relative to the Net Gross Exchange Ratio
IFA Ref Date: 6 Feb 2020 (Closing Price)	1.680	1.270	1.204x	Higher
IFA Ref Date: 6 Feb 2020 (1-day VWAP)	1.648	1.245	1.202x	Higher
VWAP (From JAD up to the IFA Ref Date)	1.661	1.225	1.233x	Equal
UUPD: 27 Nov 2019 (Closing Price)	1.670	1.240	1.225x	Higher
UUPD: 27 Nov 2019 (1-day VWAP)	1.654	1.240	1.212x	Higher
1-mth VWAP	1.622	1.240	1.187x	Higher
3-mth VWAP	1.630	1.237	1.195x	Higher
6-mth VWAP	1.623	1.218	1.208x	Higher
12-mth VWAP	1.552	1.172	1.196x	Higher
24-mth VWAP	1.499	1.133	1.190x	Higher

Net Exchange Ratio = 1.233x

Legend
Green = Favourable
Red = Unfavourable

Source: FactSet

We set out above the adjusted exchange ratio⁽³⁷⁾ implied by (i) the VWAP of FCOT Units and FLT Units for the period of 24 months prior to and including the UUPD as well as (ii) the closing price of FCOT Units and FLT Units on the UUPD.

The Net Exchange Ratio of 1.233x is the number of Consideration Units that a single FCOT Unit can be exchanged for. Based on the analysis above, we observe that the Net Exchange Ratio of 1.233x is higher than the adjusted exchange ratio⁽³⁷⁾ of 1.181x implied by the average daily VWAP of FCOT Units and FLT Units for the period of 24 months prior to and including the UUPD.

We also observe that the Net Exchange Ratio of 1.233x is higher than the adjusted exchange ratio⁽³⁷⁾ implied by the closing price of FCOT Units and FLT Units on the UUPD as well as the adjusted exchange ratio⁽³⁷⁾ implied by the 1-day, 1-month, 3-month, 6-month, 12-month, and 24-month VWAP of FCOT Units and FLT Units as of the UUPD.

⁽³⁷⁾ Retrospectively adjusted to account for cash consideration. Adjusted Exchange Ratio = (FCOT Unit Price – Cash Consideration) / FLT Unit Price
⁽³⁸⁾ The VWAP is weighted based on the volume of FCOT Units traded and the corresponding transacted prices of the FCOT Units for market days in the reference periods. Unit price and VWAP figures shown are rounded to the nearest three decimal places. No adjustments to unit prices and VWAP figures have been made for stock splits, rights issues, dividends, bonus issues or other corporate transactions in each respective reference period.

APPENDIX A – LETTER FROM THE FCOT IFA TO THE FCOT INDEPENDENT DIRECTORS AND TO THE FCOT TRUSTEE IN RESPECT OF THE TRUST SCHEME

Furthermore, we also set out above the adjusted exchange ratio⁽³⁹⁾ implied by (i) the VWAP of FCOT Units and FLT Units for the period from the JAD up to the IFA Reference Date as well as (ii) the closing price of FCOT Units and FLT Units on the IFA Reference Date.

Based on the analysis above, we observe that the Net Exchange Ratio of 1.233x is higher than the adjusted exchange ratio⁽³⁹⁾ of 1.227x implied by the average daily VWAP of FCOT Units and FLT Units for the period from the JAD up to the IFA Reference Date.

We also observe that the Net Exchange Ratio of 1.233x is higher than the adjusted exchange ratio⁽³⁸⁾ implied by the closing price of FCOT Units and FLT Units on the IFA Reference Date as well as the adjusted exchange ratio⁽³⁹⁾ implied by the 1-day VWAP of FCOT Units and FLT Units as of the IFA Reference Date. Moreover, we observe that the Net Exchange Ratio of 1.233x is equal to the adjusted exchange ratio⁽³⁹⁾ implied by the VWAP of FCOT Units and FLT Units for the period from the JAD up to the IFA Reference Date.

We wish to highlight that our analysis is based on the past price performances of FCOT Units and FLT Units. The past price performances of FCOT Units and FLT Units are not indicative of their future price performance, which will be governed by other factors such as, *inter alia*, the performance and prospects of the trusts, prevailing economic conditions, economic outlook, market conditions and sentiments.

9.8.2 Cash Component of Scheme Consideration

Table 14: Scheme Consideration components for selected Precedent S-REIT mergers

Ann. Date	Target	Offeror	Cash Component (%)	Unit Component (%)	Scheme Consideration (S\$)
3-Jul-19	AHT	ART	5.0%	95.0%	S\$1.087
8-Apr-19	OUE-H	OUE-C	5.0%	95.0%	S\$0.747
18-May-18	VIT	ESR	10.0%	90.0%	S\$0.960
2-Dec-19	FCOT	FLT	9.00%	91.00%	S\$1.680

Source: Relevant SGX-ST filings, Company Announcements, Scheme Documents, Circulars, Presentations and Offer Documents

We note that the Scheme Consideration of S\$1.680 will be paid using S\$0.151 in cash (equivalent to 9.00 per cent of Scheme Consideration) and 1.233 Consideration Units issued at a price of S\$1.240 each (equivalent to 91.00 per cent of Scheme Consideration).

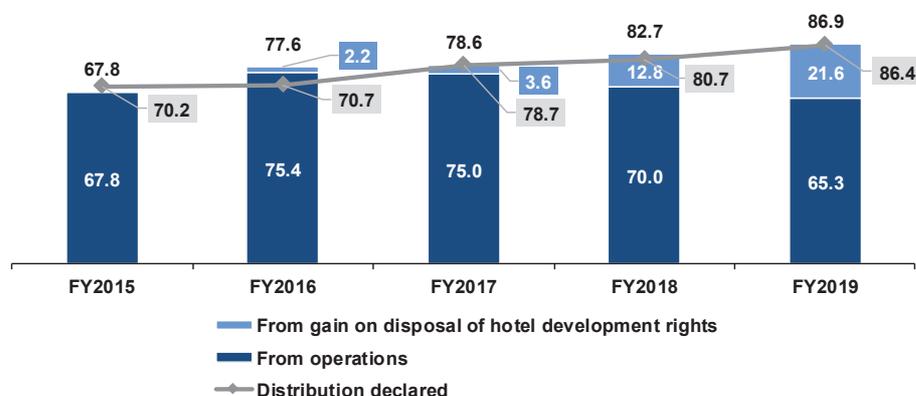
We have compared this aspect of Scheme Consideration structure against the equivalent structure of selected precedent transactions of S-REITs. We note that these selected precedent transactions may not be directly comparable to the Scheme in terms of, *inter alia*, business activities, scale of operations, geographical markets, track record, future prospects, asset base, risk profile, customer base and other relevant criteria and that there may have been specific commercial and financial merits to each precedent transaction. As a result, any comparison drawn can serve only as an illustrative guide.

⁽³⁹⁾ Retrospectively adjusted to account for cash consideration. Adjusted Exchange Ratio = (FCOT Unit Price – Cash Consideration) / FLT Unit Price

APPENDIX A – LETTER FROM THE FCOT IFA TO THE FCOT INDEPENDENT DIRECTORS AND TO THE FCOT TRUSTEE IN RESPECT OF THE TRUST SCHEME

9.8.3 Distributable Income Analysis – By Nature

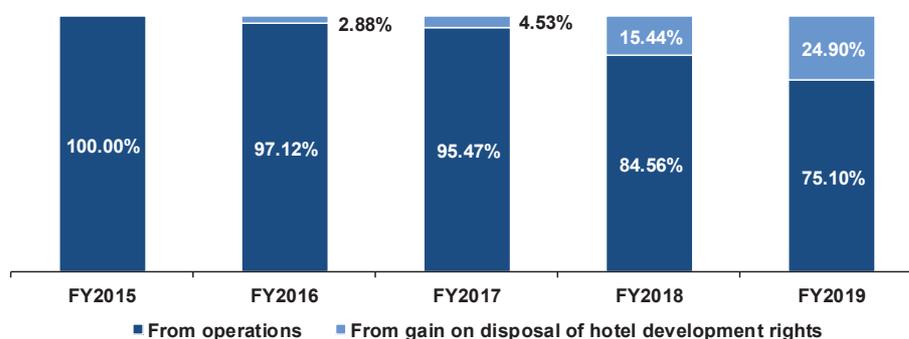
Chart 11: FCOT Group's Distributable Income for the Financial Year (S\$ million)⁽¹⁾



Source: Company Filings

(1) Does not include income available for distribution at the beginning of the financial year which explains why distribution declared for FY2015 is higher than contributions from operations and capital returns combined

Chart 12: FCOT Group's Distributable Income Components for the Financial Year (per cent)

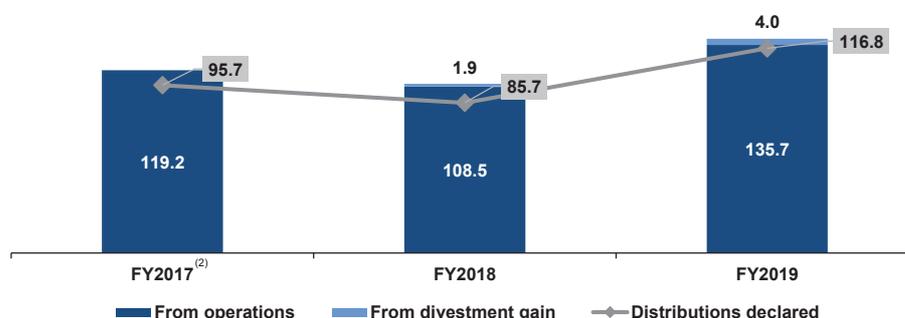


Source: Company Filings

We have considered the quantum and composition of FCOT Group's distributable income in our analysis. Whilst distributable income has increased from S\$67.8 million to S\$86.9 million from FY2015 to FY2019 (Chart 11), the contribution from operations has declined from 100.00 percent to 75.10 percent in the same period (Chart 12). On the other hand, the contribution from gain on disposal of hotel development rights has correspondingly increased from 0.00 percent to 24.90 percent in the same period (Chart 12). Without the support from gain on disposal of hotel development rights, distributable income from operations would have declined slightly from S\$67.8 million in FY2015 to S\$65.3 million in FY2019.

APPENDIX A – LETTER FROM THE FCOT IFA TO THE FCOT INDEPENDENT DIRECTORS AND TO THE FCOT TRUSTEE IN RESPECT OF THE TRUST SCHEME

Chart 13: FLT Group's Distributable Income for the Financial Year ⁽¹⁾ (S\$ million)

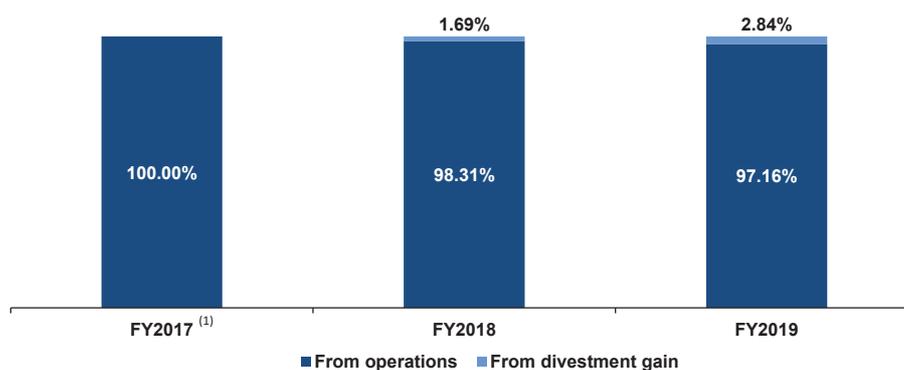


Source: Company Filings

(1) Converted at an exchange rate of S\$1:A\$1.073, as of the IFA Reference Date

(2) Period from 30 November 2015 to 30 September 2017. FLT Group was constituted pursuant to the Trust Deed dated 30 November 2015 and listed on 20 June 2016

Chart 14: FLT Group's Distributable Income Components for the Financial Year (per cent)



Source: Company Filings

(1) Period from 30 November 2015 to 30 September 2017. FLT Group was constituted pursuant to the Trust Deed dated 30 November 2015 and listed on 20 June 2016. Excludes income available for distribution at the beginning of the financial year

As can be seen from Chart 13, distributable income for FLT Group has increased from S\$119.2 million in FY2017 to S\$135.7 million in FY2019, of which only S\$4.0 million was contributed by a divestment gain in FY2019. Chart 14 reflects that only 2.84 per cent of distributable income is contributed from divestment gain with the majority being derived from operations.

Comparing both FCOT Group and FLT Group, we observe that distributable income of FLT Group is less dependent on capital distributions from divestment gain.

APPENDIX A – LETTER FROM THE FCOT IFA TO THE FCOT INDEPENDENT DIRECTORS AND TO THE FCOT TRUSTEE IN RESPECT OF THE TRUST SCHEME

9.8.4 Distributable Income Analysis – By Geography

Chart 15: FCOT Group's NPI by Geography^{(1), (2)}

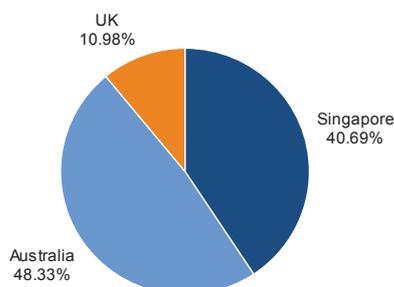
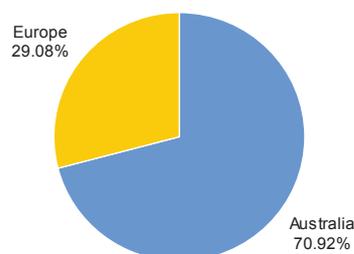


Chart 16: FLT Group's NPI by Geography⁽¹⁾



Source: Company Filings

(1) For FY2019 ending 30 September

(2) NPI for FCOT Group includes 50.0 per cent indirect interest in Central Park (Australia asset) and 50.0 per cent interest in Farnborough Business Park (United Kingdom asset) which is held as JV and equity accounted in the financial statements

We also considered FCOT Group's and FLT Group's foreign exchange exposure. We have chosen Net Property Income ("NPI") as a proxy in our assessment because distributable income is not broken down by geography and Farnborough Business Park's contribution would have been omitted from revenue as it is recorded as an equity investment in FCOT Group's financial statements.

FCOT's Unitholders will have a larger exposure to Australia and new exposure to Europe post the transaction given the geographical breakdown of FLT Group's NPI. We observe that both the Australian dollar and Euro have been depreciating vis-à-vis the Singapore dollar since early 2018. As such, FCOT Unitholders may have increased foreign exchange risk post the transaction.

9.8.5 Rationale for the Merger

We have considered the rationale for the Merger, which is stated in Paragraph 2.4 of the Letter to FCOT Unitholders and reproduced below.

9.8.5.1 Premium to Historical Trading Prices

As shown in Table 7 in Paragraph 9.6.3 of this Letter, for the 12-month prior to and including the UUPD, we note that the Scheme Consideration represents a premium of approximately 0.60 per cent over the UUPD closing price of FCOT Units and a premium of approximately 3.57 per cent, 3.09 per cent, 3.54 per cent and 8.21 per cent over the VWAP⁽⁴⁰⁾ of FCOT Units for the 1-month, 3-month, 6-month and 12-month periods prior to and including the UUPD respectively.

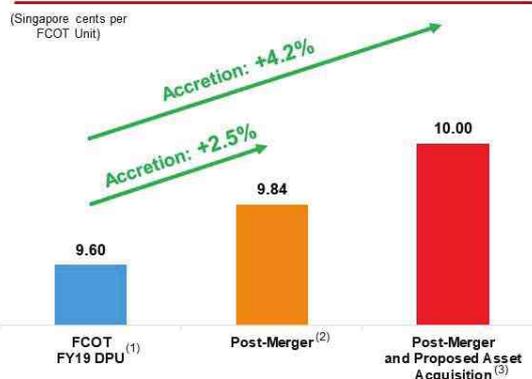
9.8.5.2 DPU Accretive to FCOT Unitholders on a Pro Forma Basis

Assuming that the Merger and the Proposed Asset Acquisition had been completed on 1 October 2018, the DPU for the financial year ended 30 September 2019 would have increased from 9.60 Singapore cents to 10.00 Singapore cents, translating to a DPU accretion of 4.2 per cent for FCOT Unitholders on a pro forma basis.

⁽⁴⁰⁾ The VWAP is weighted based on the volume of FCOT Units traded and the corresponding transacted prices of the FCOT Units for market days in the reference periods. Unit price and VWAP figures shown are rounded to the nearest three decimal places. No adjustments to unit prices and VWAP figures have been made for stock splits, rights issues, dividends, bonus issues or other corporate transactions in each respective reference period.

APPENDIX A – LETTER FROM THE FCOT IFA TO THE FCOT INDEPENDENT DIRECTORS AND TO THE FCOT TRUSTEE IN RESPECT OF THE TRUST SCHEME

Pro forma DPU attributable to the holder of one FCOT Unit



Notes:

- (1) Distribution per FCOT Unit for the financial year ended 30 September 2019 ("FCOT FY19 DPU").
- (2) **Calculations computed for illustrative purposes only and are not forward-looking projections.** Please refer to Paragraph 1(a) of Schedule I to the Offeror's Letter at Appendix B to the Scheme Document as well as the table set out below for additional details on the computation of the pro forma DPU attributable to the holder of one FCOT Unit (as a unitholder of the Enlarged REIT) post-Merger.

DPU attributable to the holder of one FCOT Unit (as a unitholder of the Enlarged REIT) - Post-Merger

1.	Number of FLT Units that would be received per FCOT Unit	1.233
2.	Number of FLT Units that would have been purchased assuming that the Cash Consideration is reinvested in FLT Units at the issue price of S\$1.240 per FLT Unit	0.122
Total number of FLT Units that would have been received/purchased by the holder of one FCOT Unit		1.355
Enlarged REIT's pro forma DPU - Post-Merger		7.26 Singapore cents
Total number of FLT Units that would have been received/purchased by the holder of one FCOT Unit		1.355
Pro forma DPU attributable to the holder of one FCOT Unit (as a unitholder of the Enlarged REIT) - Post-Merger		9.84 Singapore cents

- (3) **Calculations computed for illustrative purposes only and are not forward-looking projections.** Please refer to Paragraph 1(a) of Schedule I to the Offeror's Letter at Appendix B to the Scheme Document as well as the table set out below for additional details on the computation of the pro forma DPU attributable to the holder of one FCOT Unit (as a unitholder of the Enlarged REIT) post-Merger and Proposed Asset Acquisition.

DPU attributable to the holder of one FCOT Unit (as a unitholder of the Enlarged REIT) - Post-Merger and Proposed Asset Acquisition

1.	Number of FLT Units that would be received per FCOT Unit	1.233
2.	Number of FLT Units that would have been purchased assuming that the Cash Consideration is reinvested in FLT Units at the issue price of S\$1.240 per FLT Unit	0.122
Total number of FLT Units that would have been received/purchased by the holder of one FCOT Unit		1.355
Enlarged REIT's pro forma DPU - Post-Merger and Proposed Asset Acquisition		7.38 Singapore cents
Total number of FLT Units that would have been received/purchased by the holder of one FCOT Unit		1.355
Pro forma DPU attributable to the holder of one FCOT Unit (as a unitholder of the Enlarged REIT) - Post-Merger and Proposed Asset Acquisition		10.00 Singapore cents

APPENDIX A – LETTER FROM THE FCOT IFA TO THE FCOT INDEPENDENT DIRECTORS AND TO THE FCOT TRUSTEE IN RESPECT OF THE TRUST SCHEME

9.8.5.3 Flagship Portfolio of Commercial and Industrial Assets

a) Broadened Investment Mandate and Greater Flexibility to Actively Manage Portfolio across Geographies and Asset Classes

The Enlarged REIT will have a broadened investment mandate to invest in a wider spectrum of asset classes across logistics, industrial, office, business parks and commercial properties. The Enlarged REIT platform will manage approximately 2.6 million square metres of space with approximately 326 tenants in 99 properties spread across five countries.

Greater Flexibility to Actively Manage Portfolio across Geographies and Asset Classes

Broadened Investment Mandate:
Comprising CBD Commercial, Office and Business Parks, Logistics and Industrial

Full Spectrum of Commercial and Industrial Solutions:
Ability to meet end-to-end requirements of tenants



CBD Commercial



Office and Business Parks



Logistics



Industrial

Australia	#	Asset Value ⁽¹⁾
CBD Commercial	2	
Office and Business Parks	1	\$2,826 mil (48.2%)
Logistics & Industrial	62	

Singapore	#	Asset Value ⁽¹⁾
CBD Commercial	1	\$1,257 mil (21.5%)
Office and Business Parks	1	

Germany	#	Asset Value ⁽¹⁾
Logistics & Industrial	26	\$1,189 mil (20.3%)

United Kingdom	#	Asset Value ⁽¹⁾
Office and Business Parks	1	\$323 mil (5.5%)

The Netherlands	#	Asset Value ⁽¹⁾
Logistics & Industrial	5	\$264 mil (4.5%)

Notes:

- (1) Based on book value of each property as at 31 December 2019 at an exchange of A\$1:\$0.9443 and EUR1:\$1.5035.
- (2) The value for 100 per cent interest in the Target Property is based on the Agreed Property Value (as defined in the FLT Circular) at an exchange rate of GBP1:\$1.7841.

b) Ability to Provide Synergistic End-to-End Business Solutions for a Wider Customer Base

The Enlarged REIT will be able to provide a diversified spectrum of logistics, industrial, office, business park and commercial real estate solutions, with a wide suite of product offerings catering to the end-to-end needs of a wider customer base. The Enlarged REIT will be able to create an entrenched network of tenants across its ecosystem and access income streams across the economic value chain.

APPENDIX A – LETTER FROM THE FCOT IFA TO THE FCOT INDEPENDENT DIRECTORS AND TO THE FCOT TRUSTEE IN RESPECT OF THE TRUST SCHEME

Ability to Provide Synergistic End-to-End Business Solutions for a Wider Customer Base

Enlarged REIT's Portfolio



Note:

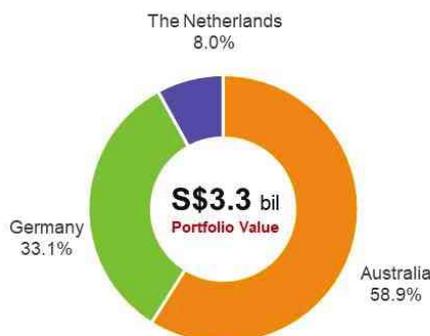
(1) Based on book value of the Enlarged REIT as at 31 December 2019. Includes 100 per cent interest in the Target Property, which is based on the Agreed Property Value at an exchange rate of £1:S\$1.7841.

c) Exposure to Attractive Logistics and Industrial Sectors

FLT's predominantly freehold portfolio is concentrated in major logistics and industrial hubs in Australia, Germany and the Netherlands, which enjoy attractive demand and supply dynamics. With a total gross lettable area ("GLA") of approximately 2.3 million square metres across 93 logistics and industrial properties, FLT has a young portfolio averaging 7.7 years in age with a weighted average lease expiry ("WALE") of 6.2 years and is valued at approximately A\$3.6 billion (approximately S\$3.4 billion) as at 31 December 2019.

FLT has also been awarded the highest-rated industrial Green Star performance rated portfolio in Australia and the Global Sector Leader 2019 (Industrial) by the Global Real Estate Sustainability Benchmark ("GRESB") for its efforts in environmental sustainability.

FLT's Portfolio Valuation by Geography



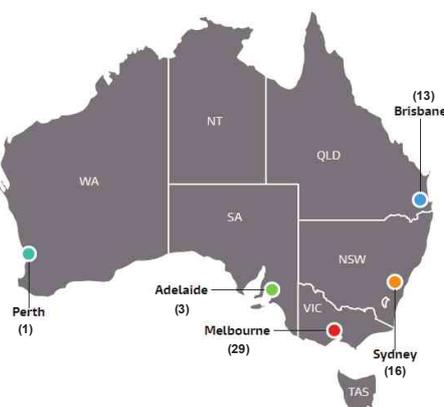
Note: As at 30 September 2019. Excludes 610 Heatherton Road, Clayton South, Victoria, Australia which was fully divested in January 2020.

Australia

The majority of FLT's Australian properties are strategically located within the prime industrial precincts and major demographic centres along the eastern seaboard of Australia, which benefits from favourable demand drivers including growth of e-commerce, urban renewal, tenant consolidation and transport infrastructure investment.

APPENDIX A – LETTER FROM THE FCOT IFA TO THE FCOT INDEPENDENT DIRECTORS AND TO THE FCOT TRUSTEE IN RESPECT OF THE TRUST SCHEME

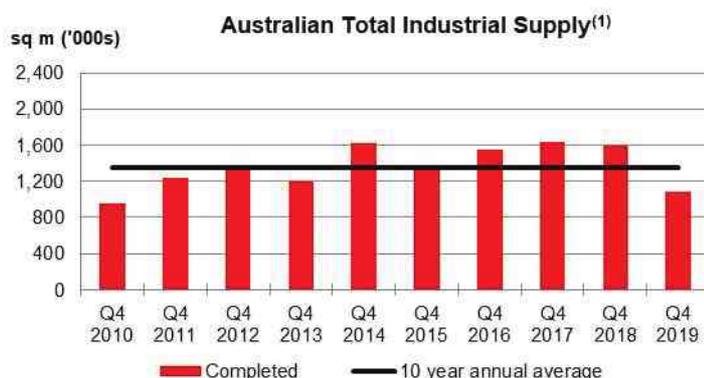
FLT's Properties in Australia



Note: As at 31 December 2019.

The Australian economy registered positive GDP growth of 1.74 per cent for the 12-month period up to September 2019, supported by a rebound in the residential property market, high levels of infrastructure spending, as well as an improved outlook for the resources sector.

As national take-up levels continue to exceed new completions, vacancy levels remain near 5-year lows across the three eastern seaboard capital cities of Sydney, Melbourne and Brisbane. Total new supply for industrial spaces in Australia over the 12-month period to 31 December 2019 remain slightly below the 10-year average.



Source: JLL Real Estate Intelligence Service – Industrial Market Snapshot 4Q 2019; Jones Lang LaSalle Real Estate Data Solution – Industrial Occupier Moves from 1Q10 to 4Q19; JLL Australian Industrial Preliminary Overview 4Q19

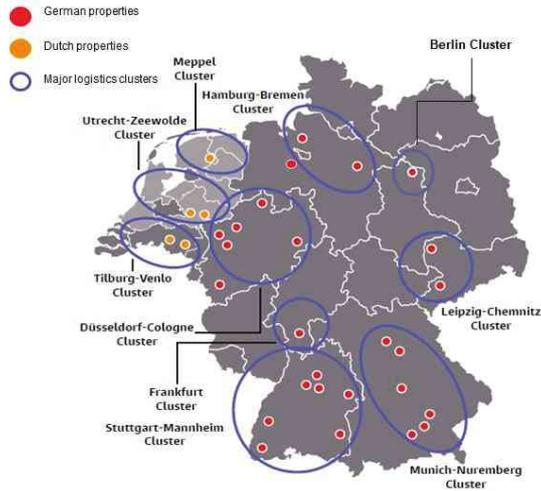
Note:
(1) 4Q figures are presented on an annualised basis.

Germany and the Netherlands

FLT's 31 prime and majority freehold properties in Germany and the Netherlands are strategically located in all key logistics hubs within the countries that cater to regional and global distribution needs.

APPENDIX A – LETTER FROM THE FCOT IFA TO THE FCOT INDEPENDENT DIRECTORS AND TO THE FCOT TRUSTEE IN RESPECT OF THE TRUST SCHEME

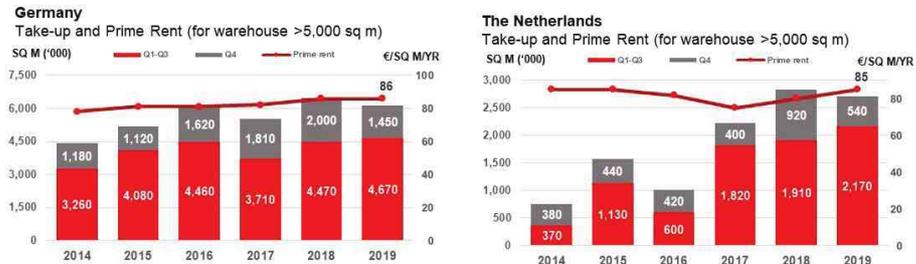
FLT's Properties in Germany and the Netherlands



Note:
 (1) Includes the B+S GmbH Logistik Facility which was completed on 28 November 2019

The German and Dutch economy registered positive GDP growth of 0.5 per cent and 1.9 per cent for the 12-months ended 30 September 2019 respectively which was supported by household and government consumption expenditure as well as increased trade balance.

The German and Dutch logistics and industrial market has remained strong. Both German and Dutch major occupier markets recorded healthy transaction volumes and the German market remained dynamic as many companies have been shifting to smaller locations outside the traditional hubs, where there is still sufficient supply.

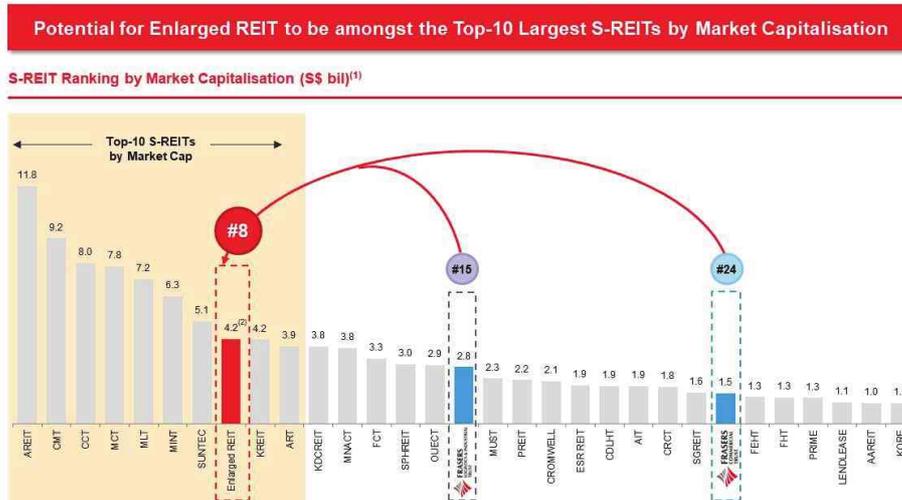


Source: BNP Paribas Real Estate International Research, January 2020

APPENDIX A – LETTER FROM THE FCOT IFA TO THE FCOT INDEPENDENT DIRECTORS AND TO THE FCOT TRUSTEE IN RESPECT OF THE TRUST SCHEME

9.8.5.4 Creation of a Top-10 S-REIT with Index Inclusion

- a) The Enlarged REIT is Expected to Become One of the Largest S-REITs, with Total Market Capitalisation of Approximately S\$4.2 billion



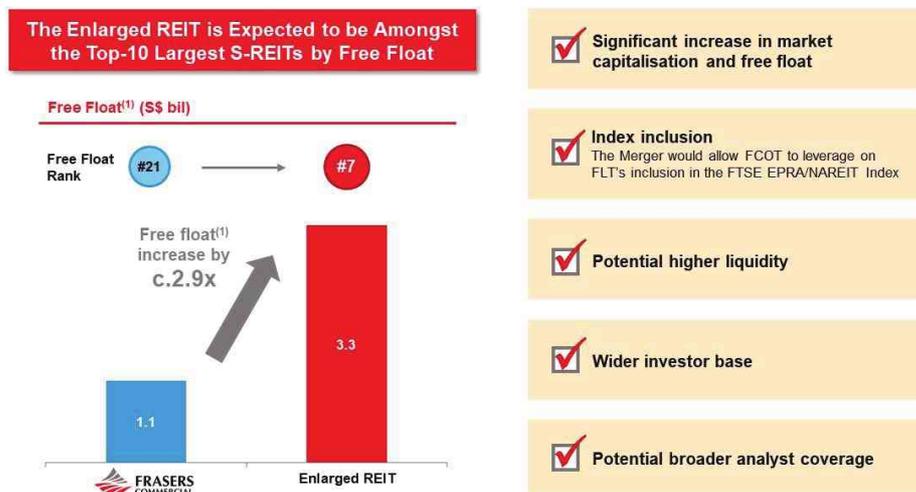
Source: Bloomberg as at the IFA Reference Date.

Notes:

- (1) The chart only includes S-REITs with a primary listing on the SGX-ST and market capitalisation of at least S\$1.0 billion.
- (2) Illustrative market capitalisation of the Enlarged REIT calculated as (i) the sum of (a) the number of FLT Units outstanding as at the IFA Reference Date; (b) the number of FLT Units to be issued to satisfy the portion of Scheme Consideration in FLT Units; (c) the number of FLT Units to be issued as consideration for the acquisition fee for the Merger; and (d) the number of FLT Units to be issued as consideration for the acquisition fee for the Proposed Asset Acquisition, and (ii) multiplied by the issue price of S\$1.240 per FLT Unit.

APPENDIX A – LETTER FROM THE FCOT IFA TO THE FCOT INDEPENDENT DIRECTORS AND TO THE FCOT TRUSTEE IN RESPECT OF THE TRUST SCHEME

- b) The Enlarged REIT will Benefit from a Free Float of Approximately S\$3.3 billion, which is Significantly higher than FCOT's Present Free Float of S\$1.1 billion as at the IFA Reference Date



Source: Bloomberg as at the IFA Reference Date.

Note:

(1) Excludes the stakes held by the Sponsor, the FLT Manager, the FCOT Manager, directors and chief executive officers of the FLT Manager and the FCOT Manager, substantial FLT Unitholders and substantial FCOT Unitholders and their respective associates based on information available to the FLT Manager and the FCOT Manager as at the IFA Reference Date. FCOT's free float of S\$1.1 billion is computed based on FCOT's free float units as at the IFA Reference Date of 679.0 million FCOT Units multiplied by FCOT's Last Traded Price of S\$1.67. The Enlarged REIT's free float of S\$3.3 billion (post-Merger and Proposed Asset Acquisition) is computed based on 2.7 billion free float units multiplied by the issue price of S\$1.240 per unit.

The larger scale of the combined portfolio is expected to enhance the Enlarged REIT's visibility within the S-REIT universe and increase its relevance amongst the investor community. The Merger would also allow FCOT Unitholders to leverage on FLT's inclusion in the FTSE EPRA/NAREIT Index.

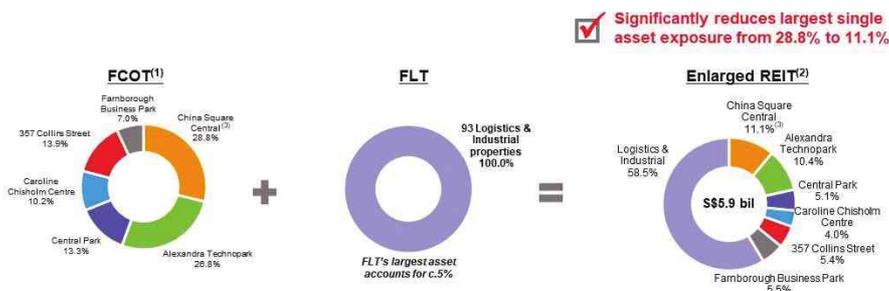
In addition, the significant increase in market capitalisation and free float will potentially lead to (i) higher trading liquidity, (ii) a wider investor base; and (iii) a broader analyst coverage, which could lead to a positive re-rating of the Enlarged REIT, benefitting all FCOT Unitholders.

9.8.5.5 Enhance Diversification and Portfolio Resilience

a) Asset Diversification

The Enlarged REIT will have a diversified asset base with a balanced exposure to the logistics, industrial, office, business park and commercial markets. In addition, the Enlarged REIT's exposure to any single asset will be no more than 12 per cent by value.

Valuation by Asset



APPENDIX A – LETTER FROM THE FCOT IFA TO THE FCOT INDEPENDENT DIRECTORS AND TO THE FCOT TRUSTEE IN RESPECT OF THE TRUST SCHEME

Notes:

- (1) Based on book value as at 31 December 2019 at exchange rates of A\$:S\$0.9443 and £1:S\$1.7841 as per FCOT's 1Q FY2020 financial results, announced on 15 January 2020.
- (2) Based on book value of the Enlarged REIT as at 31 December 2019. Includes 100 per cent interest in the Target Property, which is based on the Agreed Property Value at an exchange rate of £1:S\$1.7841.
- (3) 18, 20 & 22 Cross Street have been renamed as "Cross Street Exchange" on 1 January 2020.

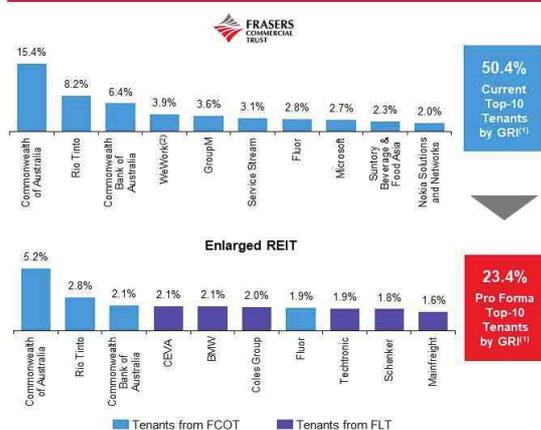
b) Tenant Diversification

No single tenant will contribute more than 6.0 per cent of the pro forma gross rental income ("GRI") of the Enlarged REIT and the top 10 tenants' contribution to GRI will be reduced from 50.4 per cent (based on FCOT's portfolio) as at 31 December 2019 to 23.4 per cent based on the Enlarged REIT's portfolio on a pro forma basis. The Enlarged REIT will allow FCOT Unitholders to gain exposure to additional high-quality tenants including Amazon, BMW, CEVA, Coles Group, Techtronic and Schenker.

Reduce tenant income concentration

Addition of high-quality tenants

Top-10 Tenants by GRI⁽¹⁾



Other Selected Key Tenants

Aetna	Amazon
Berkley Insurance	British Telecom
DHL	DSV
Goodyear & Dunlop Tyres	Google Asia Pacific
Heinz	Inchcape Motors
JustCo	Mazda
Olympus	Omron
Stanley Black & Decker	Suntory
Toll	Toshiba
Unilever	Volkswagen

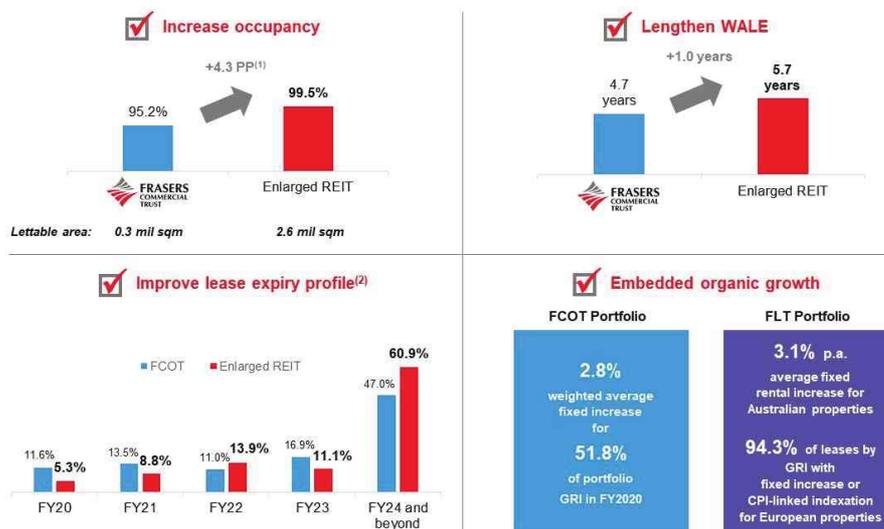
Notes:

- (1) Based on GRI as at 31 December 2019 (excluding vacancy, committed leases, lease incentives and retail turnover rents, if any).
- (2) Aggregate of WeWork group's leases at China Square Central and Central Park signed under separate legal entities.

APPENDIX A – LETTER FROM THE FCOT IFA TO THE FCOT INDEPENDENT DIRECTORS AND TO THE FCOT TRUSTEE IN RESPECT OF THE TRUST SCHEME

c) Enhanced Portfolio Resilience

The Enlarged REIT will have a WALE of 5.7 years⁽⁴¹⁾ and enjoy organic growth via escalation in underlying lease rates. Income stability and cash flow visibility will improve with 60.9 per cent of the Enlarged REIT's leases expiring after 30 September 2023, compared to the corresponding figure of 47.0 per cent for the current FCOT portfolio.



Notes:

- (1) Percentage points.
- (2) Based on GRI as at 31 December 2019 (excluding vacancy, committed leases, lease incentives and retail turnover rents, if any).

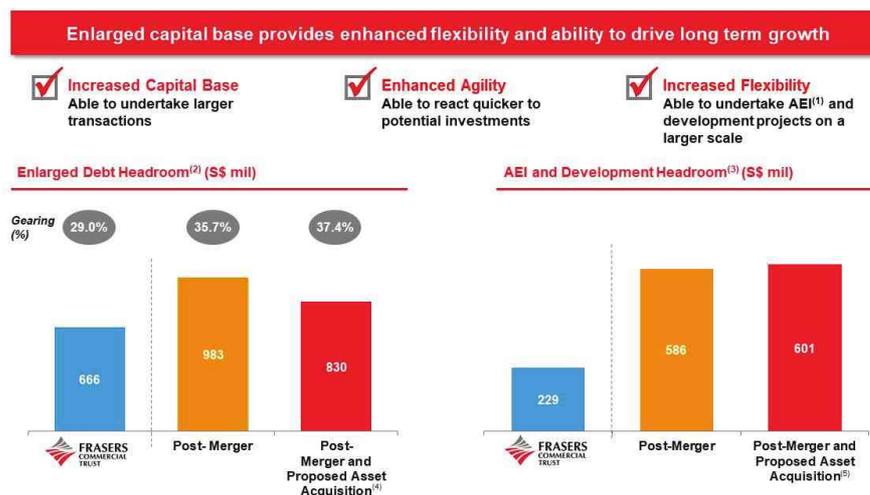
⁽⁴¹⁾ Based on GRI as at 31 December 2019 (including committed leases and excluding vacancy, lease incentives and retail turnover rents, if any).

APPENDIX A – LETTER FROM THE FCOT IFA TO THE FCOT INDEPENDENT DIRECTORS AND TO THE FCOT TRUSTEE IN RESPECT OF THE TRUST SCHEME

9.8.5.6 Growth Trajectory from Enlarged Capital Base and Right of First Refusal (“ROFR”) Pipeline

a) Enlarged Capital Base provides Enhanced Flexibility and Ability to Drive Long Term Growth

With an increased capital base, the Enlarged REIT will have the capacity to undertake larger transactions and potential investment opportunities with enhanced flexibility and agility. As illustrated in the chart below, the Enlarged REIT is expected to have a debt headroom of approximately S\$830 million. This will allow the Enlarged REIT to undertake asset enhancement initiatives (“AEI”) and development projects on a larger scale.



Notes: As at 31 December 2019 at an exchange rate of A\$1:S\$0.9443.

- (1) Asset enhancement initiatives.
- (2) Prior to reaching the 45.0 per cent aggregate leverage under the Property Funds Appendix limit.
- (3) Based on 10 per cent of Deposited Property.
- (4) Assumes the estimated total cost of the Proposed Asset Acquisition (excluding the acquisition fee) is fully funded by debt.
- (5) Based on 100 per cent interest in FBP at the Agreed Property Value at an exchange rate of GBP1:S\$1.7841.

b) Benefit from Sponsor’s Integrated Development and Asset Management Capabilities as well as ROFR Pipeline

The Enlarged REIT will continue to leverage on the Sponsor’s integrated development and asset management platform for growth. The Enlarged REIT will have access to a sizeable ROFR pipeline of more than S\$5.0 billion across logistics, industrial, office, business park and commercial properties.

APPENDIX A – LETTER FROM THE FCOT IFA TO THE FCOT INDEPENDENT DIRECTORS AND TO THE FCOT TRUSTEE IN RESPECT OF THE TRUST SCHEME



Note: As at 31 December 2019. Includes Lakeshore, Bedfont Lakes Business Park in London, United Kingdom which was acquired by the Sponsor on 23 January 2020.

9.8.6 Amendment of FCOT Group's management fee structure to that of FLT Group's management fee structure

The fee structure of FCOT with respect to the fees payable to the FCOT Manager will be amended to reflect the fee structure of the FLT Trust Deed such that the existing fee structure of FLT is retained.

9.8.7 No other offers

We understand from the FCOT Directors that, as at the IFA Reference Date, no other offer or approach has been made for FCOT Group by any other third party.

9.8.8 No Divestment Fee

We note that no divestment fee is payable to FCOT Manager in relation to the Merger in accordance with the FCOT Trust Deed.

9.8.9 Break fee and reverse break fee

We understand that there are no break fees and reverse break fees payable in connection with the Merger.

10. CONCLUSION AND RECOMMENDATION

In arriving at our opinion on whether, as of the IFA Reference Date, the Scheme Consideration is fair and reasonable from a financial point of view and our advice to the FCOT Independent Directors and the FCOT Trustee, we have considered the financial and other information that have been made available to us, and have taken into consideration, inter alia, the following factors:

General

- (a) the transaction is by way of a Trust Scheme, under which if effected, each FCOT Unitholder will be entitled to receive the Scheme Consideration which comprises a fixed scrip consideration of 1.233 Consideration Units per FCOT Unit and a fixed Cash Consideration of S\$0.151 per FCOT Unit;
- (b) on the date which the Trust Scheme becomes effective, FCOT Group will become part of an Enlarged REIT and FCOT Group will be delisted from the Official List of the SGX-ST shortly thereafter;

APPENDIX A – LETTER FROM THE FCOT IFA TO THE FCOT INDEPENDENT DIRECTORS AND TO THE FCOT TRUSTEE IN RESPECT OF THE TRUST SCHEME

- (c) FCOT Units and the FLT Units have adequate liquidity and research analyst coverage. The historical unit price of FCOT Units and FLT Units provide a reasonable basis against which the Scheme Consideration can be compared against;
- (d) Ernst & Young LLP has rendered an unqualified opinion after conducting their audit in accordance with the 805 Audit;

Scheme Consideration

- (e) the Scheme Consideration represents a premium of approximately 0.60 per cent over the UUPD closing price of FCOT Units and a premium of approximately 3.57 per cent, 3.09 per cent, 3.54 per cent and 8.21 per cent over the VWAP of FCOT Units for the 1-month, 3-month, 6-month and 12-month periods prior to and including the UUPD respectively;
- (f) the Scheme Consideration implied P/NAV of FCOT Units of 1.026x is higher than the P/NAV of FCOT Units of 1.025x as at the UUPD and the mean-median P/NAV range of FCOT Units for the 1-month and 12-month periods prior to and including the UUPD but lower than the mean-median P/NAV range of FCOT Units for the 3-month and 6-month periods prior to and including the UUPD;
- (g) the Scheme Consideration implied LTM Distribution Yield of FCOT Units of 5.71 per cent is lower than the LTM Distribution Yield of FCOT Units of 5.75 per cent on the UUPD and the mean-median LTM Distribution Yield range of FCOT Units for the 1-month, 3-month, 6-month and 12-month periods prior to and including the UUPD;
- (h) the Scheme Consideration implied P/NAV multiple of FCOT Units of 1.026x is higher than the mean-median P/NAV range of the Selected Singapore-Listed Office REITs⁽⁴²⁾ as of the IFA Reference Date;
- (i) the Scheme Consideration implied LTM Distribution Yield of FCOT Units of 5.71 per cent is higher than the mean-median LTM Distribution Yield range of the Selected Singapore-Listed Office REITs⁽⁴²⁾ as of the IFA Reference Date;
- (j) the premium over the 12-month VWAP of FCOT Units as implied by the Scheme Consideration is within the mean-median range of the equivalent premium offered in the Precedent Transactions⁽⁴³⁾. However, the premia over the UUPD closing price, 1-month VWAP, 3-month VWAP and 6-month VWAP of FCOT Units respectively as implied by the Scheme Consideration are lower than the mean-median range of the equivalent premia offered in the Precedent Transactions;
- (k) the price of FCOT Units have increased by 4.38 per cent from 1 November 2019 to the UUPD (27 November 2019). This increase in price of FCOT Units has resulted in the Scheme Consideration implied premium to FCOT Unit price on the UUPD of 0.60 per cent to be lower than the Scheme Consideration implied premium to the FCOT Unit 1-month, 3-month, 6-month and 12-month VWAP of 3.57 per cent, 3.09 per cent, 3.54 per cent and 8.21 per cent respectively;
- (l) the premium to the FCOT Unit NAV⁽⁴⁴⁾ of 3.11 per cent is lower than the mean and median range of 6.96 per cent to 10.99 per cent as implied by the Precedent Transactions
- (m) the Scheme Consideration of S\$1.680 is within the mean-median range of the latest analyst research target prices as of the UUPD;

Consideration Unit Price

- (n) the Consideration Unit Price is equal to the UUPD closing price of FLT Units as well as the VWAP of FLT Units for the 1-month period prior to and including the UUPD and represents a premium of 0.25 per cent, 1.77 per cent and 5.81 per cent over the VWAP

⁽⁴²⁾ Selected REITs listed on the Singapore Stock Exchange which have market capitalisations of greater than S\$1 billion and are engaged in office real estate investments, comprising CapitaLand Commercial Trust ("CCT"), Suntec REIT ("Suntec") and Keppel REIT ("KREIT").

⁽⁴³⁾ Selected precedent transactions with respect to the combination of SGX-ST listed REITs ("S-REITs") involving scrip as the primary transaction consideration, comprising the merger of Ascendas Hospitality Trust ("AHT") and Ascott Residence Trust ("ART"), the merger of OUE Hospitality Trust ("OUE-H") and OUE Commercial REIT ("OUE-C") and the merger of Viva Industrial Trust ("VIT") and ESR-REIT ("ESR").

⁽⁴⁴⁾ NAV as at 30 September 2019, which is the latest reported NAV prior to the UUPD

APPENDIX A – LETTER FROM THE FCOT IFA TO THE FCOT INDEPENDENT DIRECTORS AND TO THE FCOT TRUSTEE IN RESPECT OF THE TRUST SCHEME

of FLT Units for the 3-month, 6-month and 12-month periods prior to and including the UUPD respectively;

- (o) the Consideration Unit Price implied P/NAV of FLT Units of 1.324x is higher than the P/NAV of FLT Units of 1.293x as at the UUPD and the mean-median P/NAV range of FLT Units for the 12-month period prior to and including the UUPD but is within the mean-median P/NAV range of FLT Units for the 1-month period prior to and including the UUPD and lower than the mean-median P/NAV range of FLT Units for the 3-month and 6-month periods prior to and including the UUPD;
- (p) the Consideration Unit Price implied LTM Distribution Yield of FLT Units of 5.48 per cent is higher than the LTM Distribution Yield of FLT Units of 5.47 per cent as at the UUPD and the mean-median LTM Distribution Yield range of FLT Units for the 1-month and 3-month periods prior to and including the UUPD but lower than the mean-median LTM Distribution Yield range of FLT Units for the 6-month and 12-month periods prior to and including the UUPD;
- (q) the Consideration Unit Price implied P/NAV multiple of FLT Units of 1.324x is lower than the mean-median P/NAV range of the Selected Singapore-Listed Logistics/Industrial REITs⁽⁴⁵⁾ as of the IFA Reference Date;
- (r) the Consideration Unit Price implied LTM Distribution Yield of FLT Units of 5.48 per cent is within the mean-median LTM Distribution Yield range of the Selected Singapore-Listed Logistics/Industrial REITs⁽⁴⁵⁾ as of the IFA Reference Date;
- (s) the Consideration Unit Price of S\$1.240 is lower than the mean-median range of the latest analyst research target prices as of the UUPD;

Exchange Ratio

- (t) the Gross Exchange Ratio of 1.355x is higher than the exchange ratio of 1.316x implied by the average daily VWAP of FCOT Units and FLT Units for the period of 24 months prior to and including the UUPD. Moreover, the Gross Exchange Ratio is higher than the exchange ratio implied by the closing price of FCOT Units and FLT Units on the UUPD as well as the exchange ratio implied by the 1-day, 1-month, 3-month, 6-month, 12-month and 24-month VWAP of FCOT Units and FLT Units as of the UUPD;
- (u) the Net Exchange Ratio of 1.233x is higher than the adjusted exchange ratio⁽⁴⁶⁾ of 1.181x implied by the average daily VWAP of FCOT Units and FLT Units for the period of 24 months prior to and including the UUPD. Furthermore, the Net Exchange Ratio is higher than the adjusted exchange ratio⁽⁴⁶⁾ implied by the closing price of FCOT Units and FLT Units on the UUPD as well as the adjusted exchange ratio⁽⁴⁶⁾ implied by the 1-month, 3-month, 6-month, 12-month, and 24-month VWAP of FCOT Units and FLT Units as of the UUPD;

Cash Component

- (v) the cash component of the Scheme Consideration, which is set at 9.00 per cent, is on the higher end of the 5.00 to 10.00 per cent cash component range of Selected Precedent Transactions for S-REITs. The cash component provides flexibility to FCOT Unitholders who can choose to either reinvest in the enlarged entity or treat the Cash Consideration as a partial realisation of their investment;

Other Considerations

- (w) we have considered the fact that, as part of the Scheme Consideration, FCOT Unitholders will be receiving Consideration Units at a higher P/NAV multiple of 1.324x (being the P/NAV multiple of FLT Units as implied by the Consideration Unit Price) as compared to the Scheme Consideration implied P/NAV multiple of FCOT Units of 1.026x. Assuming that the Merger and the Proposed Asset Acquisition had been completed on 30 September 2019, the pro forma NAV per FCOT Unit would be S\$1.413,

⁽⁴⁵⁾ Selected companies listed on the Singapore Stock Exchange which have market capitalisations of greater than S\$1 billion and are engaged in logistics/industrial real estate investments, comprising Ascendas REIT ("A-REIT"), Mapletree Logistics Trust ("MLT"), Mapletree Industrial Trust ("MINT"), Cromwell REIT EUR ("Cromwell") and ESR-REIT ("ESR").

⁽⁴⁶⁾ Retrospectively adjusted to account for cash consideration. Adjusted Exchange Ratio = (FCOT Unit Price – Cash Consideration) / FLT Unit Price

APPENDIX A – LETTER FROM THE FCOT IFA TO THE FCOT INDEPENDENT DIRECTORS AND TO THE FCOT TRUSTEE IN RESPECT OF THE TRUST SCHEME

which represents a 13.26 per cent dilution against the NAV per FCOT Unit of S\$1.629 reported by FCOT Group as at 30 September 2019. In addition, taking into account the NPI contribution of FCOT Group and FLT Group from a geographical perspective, FCOT Unitholders, being part of the Enlarged REIT, will have increased exposure to Australia and new exposure to Europe. This may lead to FCOT Unitholders facing increased foreign exchange exposure. However, we have also taken into account the following factors which we consider to have a bearing on our assessment of the Trust Scheme from a financial perspective:

- i. the higher P/NAV of FLT Units as implied by the Consideration Unit Price is in line with the P/NAV of Selected Singapore-Listed Logistics/Industrial REITs as outlined on page 55 of this Letter. The P/NAV multiple as implied by the Consideration Unit Price is also lower than the average P/NAV multiple of 1.370x as implied by the corresponding unit issue prices of selected private placements and rights issues of Selected Singapore-Listed Logistics/Industrial REITs⁽⁴⁷⁾;
 - ii. the DPU for the financial year ended 30 September 2019 is expected to increase from 9.60 Singapore cents to 10.00 Singapore cents, translating to a DPU accretion of 4.2 per cent for FCOT Unitholders on a pro forma basis;
 - iii. FLT Group's distributable income has historically been less dependent on capital distributions from divestment/disposal gain as compared to FCOT Group as set out on pages 60 to 61 of this Letter;
 - iv. we observe that FCOT Group's NPI contribution from overseas assets has historically been increasing as FCOT Manager sought to increase exposure to geographical markets outside of Singapore to increase growth and diversification. In August 2015, FCOT Group completed the acquisition of a 100.00 per cent stake in 357 Collins located in Melbourne. In January 2018, FCOT Group completed the acquisition of a 50.00 per cent stake in Farnborough Business Park located in the United Kingdom. In August 2018, FCOT Group completed the divestment of a 100.00 per cent stake in 55 Market Street located in Singapore. In June 2019, FCOT Group declined to exercise its ROFR in respect of the 50.00 per cent stake in Frasers Tower located in Singapore. As such, given FCOT Group's historical track record of increasing overseas exposure, FCOT Unitholders may continue to face increased foreign exchange exposure even if the Merger is not completed;
 - v. as disclosed in the Scheme Document, the completion of the Trust Scheme will result in the creation of one of the largest S-REITs with total market capitalisation of approximately S\$4.2 billion⁽⁴⁸⁾. The Enlarged REIT may potentially experience an increase in visibility within the S-REIT universe, its relevance amongst the investor community, trading liquidity, investor base and analyst coverage, possibly leading to a positive re-rating of the Enlarged REIT. The Merger would also allow FCOT Unitholders to leverage on FLT's inclusion in the FTSE EPRA/NAREIT Index; and
 - vi. as disclosed in the Scheme Document, the Trust Scheme may also potentially provide FCOT Unitholders with asset base diversification, tenant diversification, enhanced portfolio resilience, a larger capital base as well as the expanded investment mandate of the FLT Manager as disclosed in the Scheme Document and lower management fees; and
- (x) the FCOT Independent Directors have advised Evercore that no competing offers for FCOT Units have been received as of the IFA Reference Date.

⁽⁴⁷⁾ Refers to the rights issue of A-REIT announced on 1 November 2019 issued at a P/NAV of 1.234x, private placement of MLT announced on 1 November 2019 issued at a P/NAV of 1.386x, private placement of MINT announced on 25 September 2019 issued at a P/NAV of 1.490x

⁽⁴⁸⁾ Illustrative market capitalisation of the Enlarged REIT calculated as (i) the sum of (a) the number of FLT Units outstanding as at the IFA Reference Date; (b) the number of FLT Units to be issued to satisfy the portion of Scheme Consideration in FLT Units; (c) the number of FLT Units to be issued as consideration for the acquisition fee for the Merger; and (d) the number of FLT Units to be issued as consideration for the acquisition fee for the Proposed Asset Acquisition, and (ii) multiplied by the issue price of S\$1.240 per FLT Unit

APPENDIX A – LETTER FROM THE FCOT IFA TO THE FCOT INDEPENDENT DIRECTORS AND TO THE FCOT TRUSTEE IN RESPECT OF THE TRUST SCHEME

Tables 15 and 16 below summarize the abovementioned key financial analyses performed.

Table 15: Summary Analysis of the Scheme Consideration

	Units	Min	Max	Mean ⁽¹⁾	Median ⁽¹⁾	Closing Price Metrics	Transaction Parameters Relative to:			
							Scheme Consideration ⁽²⁾	Min-Max Range	Mean-Median Range ⁽¹⁾	Closing Price
Historical Trading Range of FCOT Units⁽³⁾										
IFA Ref Date: 6 Feb 2020 (Intraday)	S\$	1.650	1.680	NA	NA	1.680	1.680	Within	NA	Equal
From the JAD up to the IFA Ref Date	S\$	1.620	1.730	VWAP = 1.661	NA	NA	1.680	Within	Higher	NA
UUPD: 27 Nov 2019 (Intraday)	S\$	1.630	1.670	NA	NA	1.670	1.680	Higher	NA	Higher
1-mth Prior to & Including the UUPD	S\$	1.590	1.670	VWAP = 1.622	NA	NA	1.680	Higher	Higher	NA
3-mths Prior to & Including the UUPD	S\$	1.590	1.710	VWAP = 1.630	NA	NA	1.680	Within	Higher	NA
6-mths Prior to & Including the UUPD	S\$	1.480	1.710	VWAP = 1.623	NA	NA	1.680	Within	Higher	NA
12-mths Prior to & Including the UUPD	S\$	1.350	1.710	VWAP = 1.552	NA	NA	1.680	Within	Higher	NA
P/NAV Multiples of FCOT Units⁽⁴⁾										
IFA Ref Date: 6 Feb 2020 (Intraday)	x	1.008x	1.026x	NA	NA	1.026x	1.026x	Within	NA	Equal
From the JAD up to the IFA Ref Date	x	0.996x	1.049x	1.014x	1.013x	NA	1.026x	Within	Higher	NA
UUPD: 27 Nov 2019 (Intraday)	x	1.000x	1.025x	NA	NA	1.025x	1.026x	Higher	NA	Higher
1-mth Prior to & Including the UUPD	x	0.982x	1.025x	0.997x	0.994x	NA	1.026x	Higher	Higher	NA
3-mths Prior to & Including the UUPD	x	0.982x	1.104x	1.034x	1.045x	NA	1.026x	Within	Lower	NA
6-mths Prior to & Including the UUPD	x	0.949x	1.104x	1.034x	1.045x	NA	1.026x	Within	Lower	NA
12-mths Prior to & Including the UUPD	x	0.839x	1.104x	0.974x	0.962x	NA	1.026x	Within	Higher	NA
LTM Distribution Yield of FCOT Units⁽⁵⁾										
IFA Ref Date: 6 Feb 2020 (Intraday)	%	5.71%	5.82%	NA	NA	5.71%	5.71%	Within	NA	Equal
From the JAD up to the IFA Ref Date	%	5.61%	5.89%	5.80%	5.82%	NA	5.71%	Within	Lower	NA
UUPD: 27 Nov 2019 (Intraday)	%	5.75%	5.89%	NA	NA	5.75%	5.71%	Lower	NA	Lower
1-mth Prior to & Including the UUPD	%	5.75%	6.00%	5.91%	5.93%	NA	5.71%	Lower	Lower	NA
3-mths Prior to & Including the UUPD	%	5.65%	6.00%	5.89%	5.89%	NA	5.71%	Within	Lower	NA
6-mths Prior to & Including the UUPD	%	5.65%	6.44%	5.93%	5.89%	NA	5.71%	Within	Lower	NA
12-mths Prior to & Including the UUPD	%	5.65%	7.11%	6.28%	6.36%	NA	5.71%	Within	Lower	NA
Trading Multiples of Selected Singapore-Listed Office REITs										
P/NAV Multiples ⁽⁶⁾	x	0.848x	1.095x	0.954x	0.918x	NA	1.026x	Within	Higher	NA
LTM Distribution Yield ⁽⁷⁾	x	4.35%	5.25%	4.68%	4.44%	NA	5.71%	Higher	Higher	NA
Precedent Transactions of Selected S-REIT Mergers										
Premium over Transaction UUPD	%	1.60%	11.46%	6.99%	7.90%	NA	0.60%	Lower	Lower	NA
Premium over 1-Month VWAP	%	3.00%	13.80%	8.23%	7.90%	NA	3.57%	Within	Lower	NA
Premium over 3-Month VWAP	%	4.50%	19.03%	10.88%	9.10%	NA	3.09%	Lower	Lower	NA
Premium over 6-Month VWAP	%	4.50%	24.20%	11.80%	6.70%	NA	3.54%	Lower	Lower	NA
Premium over 12-Month VWAP	%	0.40%	31.89%	12.46%	5.10%	NA	8.21%	Within	Within	NA
Premium to NAV	%	(0.40%)	26.40%	10.99%	6.96%	NA	3.11%	Within	Lower	NA
Research Analyst Target Prices for FCOT Units										
Target Prices (As of UUPD)	S\$	1.520	1.760	1.668	1.700	NA	1.680	Within	Within	NA

Legend
Green = Favourable
Red = Unfavourable

Source: FactSet, Company Filings

- (1) Mean-Median Range for historical trading range of FCOT Units reflects the VWAP for the respective periods. The VWAP is weighted based on the volume of FCOT Units traded and the corresponding transacted prices of the FCOT Units for market days in the reference periods.
- (2) Scheme Consideration of S\$1.680 or metrics based on the Scheme Consideration.
- (3) Unit price and VWAP figures shown are rounded to the nearest three decimal places. No adjustments to unit prices and VWAP figures have been made for stock splits, rights issues, dividends, bonus issues or other corporate transactions in each respective reference period.
- (4) The P/NAV of FCOT Units is calculated based on the latest reported NAV per FCOT Unit as at each reference date. NAV per unit is calculated using the total number of units issued at the end of the reporting period.
- (5) The LTM Distribution Yield of FCOT Units is calculated based on the latest reported LTM DPU of FCOT Units as at each reference date. LTM DPU is the aggregate of the DPU in the most recent 4 quarters (if distributions are made quarterly) or the aggregate of the DPU in the most recent 2 semiannual periods (if distributions are made semiannually). DPU is calculated using the total number of units issued and issuable at the end of the reporting period.
- (6) P/NAV is calculated based on the latest reported NAV per unit as at each reference date. NAV per unit is calculated using the total number of units issued at the end of the reporting period.
- (7) The LTM Distribution Yield of is calculated based on the latest reported LTM DPU as at each reference date. LTM DPU is the aggregate of the DPU in the most recent 4 quarters (if distributions are made quarterly) or the aggregate of the DPU in the most recent 2 semiannual periods (if distributions are made semiannually). DPU is calculated using the total number of units issued and issuable at the end of the reporting period.

APPENDIX A – LETTER FROM THE FCOT IFA TO THE FCOT INDEPENDENT DIRECTORS AND TO THE FCOT TRUSTEE IN RESPECT OF THE TRUST SCHEME

Table 16: Summary Analysis of the Consideration Unit Price

	Units	Min	Max	Mean ⁽¹⁾	Median ⁽¹⁾	Closing Price Metrics	Consideration Unit Price ⁽²⁾	Transaction Parameters Relative to:		
								Min-Max Range	Mean-Median Range ⁽¹⁾	Closing Price
Historical Trading Range of FLT Units⁽³⁾										
IFA Ref Date: 6 Feb 2020 (Intraday)	S\$	1.250	1.280	NA	NA	1.270	1.240	Lower	NA	Lower
From the JAD up to the IFA Ref Date	S\$	1.180	1.290	VWAP = 1.225	NA	NA	1.240	Within	Higher	NA
UUPD: 27 Nov 2019 (Intraday)	S\$	1.230	1.250	NA	NA	1.240	1.240	Within	NA	Equal
1-mth Prior to & Including the UUPD	S\$	1.190	1.280	VWAP = 1.240	NA	NA	1.240	Within	Equal	NA
3-mths Prior to & Including the UUPD	S\$	1.180	1.290	VWAP = 1.237	NA	NA	1.240	Within	Higher	NA
6-mths Prior to & Including the UUPD	S\$	1.140	1.300	VWAP = 1.218	NA	NA	1.240	Within	Higher	NA
12-mths Prior to & Including the UUPD	S\$	1.010	1.300	VWAP = 1.172	NA	NA	1.240	Within	Higher	NA
P/NAV Multiples of FLT Units⁽⁴⁾										
IFA Ref Date: 6 Feb 2020 (Intraday)	x	1.303x	1.335x	NA	NA	1.324x	1.324x	Within	NA	Equal
From the JAD up to the IFA Ref Date	x	1.230x	1.324x	1.277x	1.282x	NA	1.324x	Higher	Higher	NA
UUPD: 27 Nov 2019 (Intraday)	x	1.282x	1.303x	NA	NA	1.293x	1.324x	Higher	NA	Higher
1-mth Prior to & Including the UUPD	x	1.251x	1.436x	1.331x	1.293x	NA	1.324x	Within	Within	NA
3-mths Prior to & Including the UUPD	x	1.251x	1.459x	1.377x	1.391x	NA	1.324x	Within	Lower	NA
6-mths Prior to & Including the UUPD	x	1.251x	1.459x	1.364x	1.363x	NA	1.324x	Within	Lower	NA
12-mths Prior to & Including the UUPD	x	1.134x	1.459x	1.311x	1.317x	NA	1.324x	Within	Higher	NA
LTM Distribution Yield of FLT Units⁽⁵⁾										
IFA Ref Date: 6 Feb 2020 (Intraday)	%	5.29%	5.42%	NA	NA	5.34%	5.48%	Higher	NA	Higher
From the JAD up to the IFA Ref Date	%	5.34%	5.74%	5.53%	5.51%	NA	5.48%	Within	Lower	NA
UUPD: 27 Nov 2019 (Intraday)	%	5.42%	5.51%	NA	NA	5.47%	5.48%	Within	NA	Higher
1-mth Prior to & Including the UUPD	%	5.31%	5.65%	5.44%	5.47%	NA	5.48%	Within	Higher	NA
3-mths Prior to & Including the UUPD	%	5.22%	5.65%	5.44%	5.44%	NA	5.48%	Within	Higher	NA
6-mths Prior to & Including the UUPD	%	5.18%	5.66%	5.51%	5.52%	NA	5.48%	Within	Lower	NA
12-mths Prior to & Including the UUPD	%	5.18%	6.41%	5.71%	5.66%	NA	5.48%	Within	Lower	NA
Trading Multiples of Selected Singapore-Listed Logistics/Industrial REITs										
P/NAV Multiples ⁽⁶⁾	x	1.093x	1.785x	1.460x	1.526x	NA	1.324x	Within	Lower	NA
LTM Distribution Yield ⁽⁷⁾	x	4.25%	7.12%	5.49%	4.75%	NA	5.48%	Within	Within	NA
Research Analyst Target Prices for FLT Units										
Target Prices (As of UUPD)	S\$	1.150	1.400	1.260	1.280	NA	1.240	Within	Lower	NA

Legend
Green = Favourable
Red = Unfavourable

Source: FactSet, Company Filings

- (1) Mean-Median Range for historical trading range of FLT Units reflects the VWAP for the respective periods. The VWAP is weighted based on the volume of FLT Units traded and the corresponding transacted prices of the FLT Units for market days in the reference periods.
- (2) Consideration Unit Price of S\$1.240 or metrics implied by the Consideration Unit Price.
- (3) Unit price and VWAP figures shown are rounded to the nearest three decimal places. No adjustments to unit prices and VWAP figures have been made for stock splits, rights issues, dividends, bonus issues or other corporate transactions in each respective reference period.
- (4) The P/NAV of FLT Units is calculated based on the latest reported NAV/FLT Unit as at each reference date. NAV per unit is calculated using the total number of units issued at the end of the reporting period.
- (5) The LTM Distribution Yield of FLT Units is calculated based on the latest reported LTM DPU of FLT Units as at each reference date. LTM DPU is the aggregate of the DPU in the most recent 4 quarters (if distributions are made quarterly) or the aggregate of the DPU in the most recent 2 semiannual periods (if distributions are made semiannually). DPU is calculated using the total number of units issued and issuable at the end of the reporting period.
- (6) P/NAV is calculated based on the latest reported NAV per unit as at each reference date. NAV per unit is calculated using the total number of units issued at the end of the reporting period.
- (7) LTM Distribution Yield of is calculated based on the latest reported LTM DPU as at each reference date. LTM DPU is the aggregate of the DPU in the most recent 4 quarters (if distributions are made quarterly) or the aggregate of the DPU in the most recent 2 semiannual periods (if distributions are made semiannually). DPU is calculated using the total number of units issued and issuable at the end of the reporting period.

Based upon, and subject to the foregoing, we are of the opinion that as of the IFA Reference Date, from a financial point of view, the Scheme Consideration is fair and reasonable.

Accordingly, we advise the FCOT Independent Directors to recommend FCOT Unitholders to vote in favour of the Trust Scheme.

The FCOT Independent Directors may wish to advise FCOT Unitholders who wish to realise their investments in FCOT Group that they can choose to sell their FCOT Units in the open market if they can obtain a price higher than the Scheme Consideration (after deducting transaction costs) and provided there is no trading halt or suspension of the FCOT Units on the Mainboard of the SGX-ST.

In addition, the FCOT Independent Directors may wish to highlight to FCOT Unitholders that the Trust Scheme, when it becomes effective, will be binding on all the FCOT Unitholders, whether they have attended or voted at the Trust Scheme Meeting, and if they have attended and voted, whether they have voted in favour of the Trust Scheme.

In rendering our opinions expressed herein, the FCOT Independent Directors should note that we did not have regard to nor took into account any general or specific investment objectives, financial situation, risk profiles, tax position or particular needs

**APPENDIX A – LETTER FROM THE FCOT
IFA TO THE FCOT INDEPENDENT DIRECTORS AND TO THE FCOT TRUSTEE
IN RESPECT OF THE TRUST SCHEME**

and constraints of any FCOT Unitholder or the FCOT Unitholders as a whole. As each FCOT Unitholder would have different investment objectives and profiles, the FCOT Independent Directors may wish to advise any FCOT Unitholder who may require specific advice in relation to his investment objectives or portfolio to consult his stockbroker, bank manager, solicitor, accountant, tax advisor or other professional advisors immediately.

Our opinions are based on financial analyses and do not incorporate any assessment of commercial, legal, tax, regulatory or other matters. For the purposes of providing this Letter and our evaluation, from a financial point of view, of the Trust Scheme, we have not received or relied upon any financial projections or forecasts in respect of FCOT Units. Our opinions also do not incorporate an assessment of the price at which the FCOT Units may trade following the success or failure of the Trust Scheme. Such factors (including the aforesaid illustrations) are beyond the ambit of our review and do not fall within our terms of reference in connection with the Trust Scheme.

We note that there is no certainty that the unit price of the FCOT Units will remain at current levels, including without limitation, following the close or termination of the Trust Scheme. We also note that there is no certainty on the trading liquidity levels of the FCOT Units. Our opinions do not take into account trading activities or patterns or price levels that may be established for the FCOT Units after the IFA Reference Date. The FCOT Independent Directors may wish to advise FCOT Unitholders that the trading of the FCOT Units is subject to, amongst other things, the performance and prospects of FCOT Group, prevailing economic conditions, economic outlook, stock market conditions and sentiments.

We wish to emphasise that we have been appointed to render our opinions as of the IFA Reference Date. Our terms of reference do not require us to express, and we do not express, an opinion on the future growth prospects or returns of FCOT Units. This Letter (which for the avoidance of doubt, includes the opinions expressed therein) is addressed to the FCOT Independent Directors and the FCOT Trustee for their benefit in connection with and for the purposes of their consideration of the Trust Scheme, and for the purposes of advising on the Trust Scheme, and should not be relied on by any other party or for any other purpose. The responsibility for providing a recommendation to the unitholders in respect of the Trust Scheme rests with the FCOT Independent Directors. This Letter is governed by, and construed in accordance with the laws of Singapore, and is strictly limited to the matters stated herein and does not apply by implication to any other matter. No other person may use, reproduce, disseminate or quote this Letter (or any part thereof) for any purpose, except in connection with the Trust Scheme, at any time and in any manner except with our prior written consent in each specific case.

The FCOT Independent Directors may wish to consider advising FCOT Unitholders that the opinions and advice of Evercore should not be relied upon by any FCOT Unitholders as the sole basis for deciding whether to vote in favour of or against the Trust Scheme.

Yours faithfully,
For and on behalf of
EVERCORE ASIA (SINGAPORE) PTE. LTD.



Keith Magnus
Chief Executive Officer and
Senior Managing Director
Evercore Asia (Singapore) Pte. Ltd.

This page has been intentionally left blank.

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

FRASERS LOGISTICS & INDUSTRIAL ASSET MANAGEMENT PTE. LTD.

(Company Registration No: 201528178Z)
(Incorporated in the Republic of Singapore)

14 February 2020

To: Unitholders of Frasers Commercial Trust

Dear Sir/Madam

PROPOSED MERGER OF FRASERS LOGISTICS & INDUSTRIAL TRUST AND FRASERS COMMERCIAL TRUST BY WAY OF A TRUST SCHEME OF ARRANGEMENT

1. INTRODUCTION

1.1 The Merger and Trust Scheme. On 2 December 2019 (the “**Joint Announcement Date**”), the respective boards of directors of Frasers Logistics & Industrial Asset Management Pte. Ltd., as manager of Frasers Logistics & Industrial Trust (“**FLT**”, and the manager of FLT, the “**FLT Manager**”), and Frasers Commercial Asset Management Ltd., as manager of Frasers Commercial Trust (“**FCOT**”, and the manager of FCOT, the “**FCOT Manager**”), made a joint announcement in relation to the proposed merger of FLT and FCOT (the “**Merger**”).

The Merger is proposed to be effected through the acquisition by Perpetual (Asia) Limited (in its capacity as trustee of FLT) (the “**FLT Trustee**”) of all the issued and paid-up units in FCOT (the “**FCOT Units**”) held by the unitholders of FCOT (the “**FCOT Unitholders**”) in exchange for a combination of cash and issued and paid-up units in FLT (“**FLT Units**”) by way of a trust scheme of arrangement (the “**Trust Scheme**”) in accordance with the Singapore Code on Take-overs and Mergers (the “**Takeover Code**”).

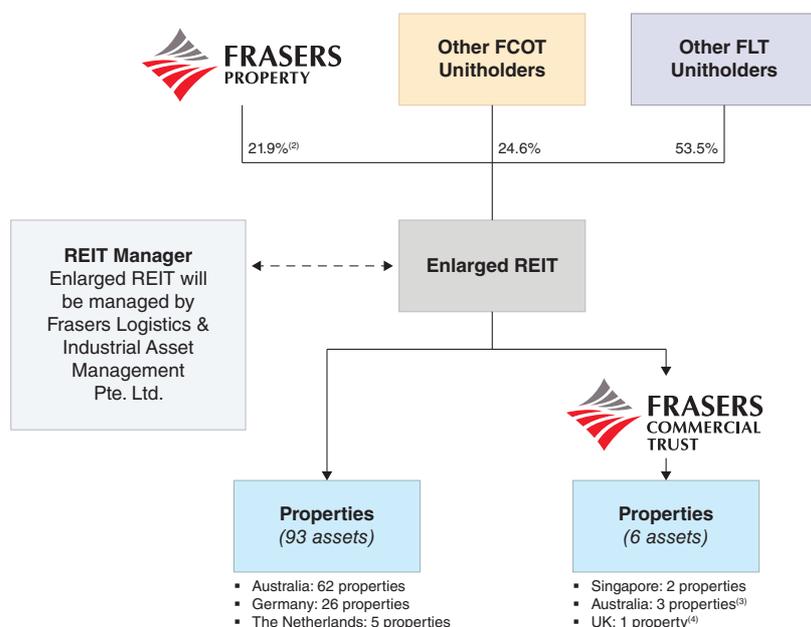
1.2 Proposed Asset Acquisition. Conditional upon, amongst others, the completion of the Merger and the approval of the unitholders of FLT (the “**FLT Unitholders**”), FLT will be acquiring from a wholly-owned subsidiary of Frasers Property Limited (“**FPL**” or the “**Sponsor**”), the sponsor of FLT and FCOT, a 50% interest in Farnborough Business Park (the “**Target Property**” or “**FBP**”) through the acquisition of 50% of the issued share capital of Farnborough Business Park Ltd, being the company holding the Target Property (the “**Target Property Company**” and the acquisition of the Target Property Company, the “**Proposed Asset Acquisition**”). The remaining 50% of the issued share capital of the Target Property Company is currently held by a wholly-owned subsidiary of FCOT. For the avoidance of doubt, the Merger will not be conditional upon the resolution in respect of the Proposed Asset Acquisition being passed or the completion of the Proposed Asset Acquisition.

1.3 Implementation Agreement. In connection with the Merger, the FLT Trustee, the FLT Manager, British and Malayan Trustees Limited (in its capacity as trustee of FCOT) (the “**FCOT Trustee**”) and the FCOT Manager (each a “**Party**”, and collectively, the “**Parties**”) have on the Joint Announcement Date entered into an implementation agreement (the “**Implementation Agreement**”) setting out the terms and conditions on which the Parties will implement the Trust Scheme.

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

- 1.4 Enlarged REIT Structure.** It is currently envisaged that the structure of the enlarged real estate investment trust upon completion of the Merger and the Proposed Asset Acquisition (the “**Enlarged REIT**”) will be as follows:

Enlarged REIT Structure⁽¹⁾



Notes:

- (1) On a pro forma basis, based on the aggregate of (i) unitholdings as at 6 February 2020 (the “**Latest Practicable Date**”), (ii) approximately 1.1 billion FLT Units to be issued to FCOT Unitholders as part of the Scheme Consideration (as defined below), (iii) approximately 9.0 million FLT Units issued as consideration for the acquisition fee for the Merger and (iv) approximately 0.6 million FLT Units issued as consideration for the acquisition fee for the Proposed Asset Acquisition.
- (2) Comprises FLT Units held directly and/or indirectly by FPL, the FLT Manager and the FCOT Manager.
- (3) FCOT holds a 50% indirect interest in Central Park, Western Australia. The remaining 50% is held by an independent third party.
- (4) FCOT presently holds a 50% indirect interest in FBP. Subject to completion of the Merger and the Proposed Asset Acquisition, the Enlarged REIT will hold a 100% interest in FBP through FCOT.

FPL is expected to hold, directly and indirectly, a stake of approximately 21.9% of the total issued units in the Enlarged REIT.

- 1.5 Scheme Document.** This letter from the FLT Manager (the “**Offeror’s Letter**”) to the FCOT Unitholders should be read and construed together with, and in the context of, the scheme document dated 14 February 2020 (the “**Scheme Document**”) issued by the FCOT Manager to the FCOT Unitholders containing details of the Trust Scheme. Unless otherwise defined herein, terms capitalised in this Offeror’s Letter shall have the same meanings given to them in the Scheme Document.

If you are in any doubt about this Offeror’s Letter, the Trust Scheme, the Merger or the action you should take, you should consult your stockbroker, bank manager, solicitor, accountant, tax adviser or other professional advisers immediately.

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

2. INFORMATION ON FLT AND THE FLT MANAGER

2.1 FLT was listed on the Main Board of the Singapore Exchange Securities Trading Limited (the “**SGX-ST**”) on 20 June 2016. FLT is a Singapore REIT constituted by a trust deed dated 30 November 2015 (made between the FLT Trustee and the FLT Manager as amended and supplemented from time to time) (the “**FLT Trust Deed**”) and established with the investment objective of investing globally in a diversified portfolio of income-producing real estate assets which are predominantly used for logistics or industrial purposes (which include office components ancillary to the foregoing purposes). As at the Latest Practicable Date, FLT’s portfolio comprises 93 properties¹ located across Australia, Germany and the Netherlands as follows:

2.1.1 62 properties across five states in Australia;

2.1.2 26 properties in Germany; and

2.1.3 five properties in the Netherlands.

2.2 Based on the audited consolidated financial statements with respect to FLT and its subsidiaries (“**FLT Group**” and each entity in the FLT Group, a “**FLT Group Entity**”) for the financial year ended 30 September 2019 (“**FY2019**”) (the “**2019 FLT Audited Financial Statements**”), certain key financial information with respect to the FLT Group is set out as follows:

FLT Group (as at 30 September 2019)	A\$ million (S\$ million equivalent)²
Net assets attributable to FLT Unitholders	A\$2,313.8 (approximately S\$2,153.5)
Net tangible assets attributable to FLT Unitholders	A\$2,313.8 (approximately S\$2,153.5)
Total return before tax (FY2019)	A\$272.4 (approximately S\$253.5)
Aggregate valuation of portfolio ³	A\$3,554.1 (approximately S\$3,307.8)

On 6 February 2020, FLT announced its financial results for the first quarter ended 31 December 2019 (“**FLT 1Q2020 Results**”), which was reported on by KPMG LLP (the “**FLT Auditor**”) and Deloitte & Touche Corporate Finance Pte Ltd (the “**FLT Independent Financial Adviser**”) in accordance with Rule 25.6 of the Takeover Code. Such results, together with such reports, are set out in Schedules E, F and G to this Offeror’s Letter.

2.3 FLT is managed by Frasers Logistics & Industrial Asset Management Pte. Ltd., a wholly-owned subsidiary of FPL. Incorporated on 7 July 2015, the FLT Manager currently holds a capital market services licence (“**CMS Licence**”) for REIT management pursuant to the Securities and Futures Act, Chapter 289 of Singapore (“**SFA**”).

¹ Unless otherwise stated, all references to FLT’s portfolio in this Offeror’s Letter are as at 31 December 2019, save that it excludes 610 Heatherton Road, Clayton South, Victoria, Australia which was fully divested in January 2020.

² Unless otherwise stated, the S\$ equivalent of the A\$ figures in this Offeror’s Letter have been arrived at based on the exchange rate as at 30 September 2019 of A\$1 : S\$0.9307.

³ Excludes 610 Heatherton Road, Clayton South, Victoria, Australia which was fully divested in January 2020.

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

- 2.4 The board of directors of the FLT Manager comprises the following:
- 2.4.1 Mr Ho Hon Cheong, Chairman, Independent and Non-Executive Director;
 - 2.4.2 Mr Goh Yong Chian, Independent and Non-Executive Director;
 - 2.4.3 Mr Paul Gilbert Say, Independent and Non-Executive Director;
 - 2.4.4 Mr Panote Sirivadhanabhakdi, Non-Executive Director;
 - 2.4.5 Mr Chia Khong Shoong, Non-Executive Director; and
 - 2.4.6 Mr Rodney Vaughan Fehring, Non-Executive Director.
- 2.5 **Additional Information.** Additional information relating to FLT and the FLT Manager is set out in Schedule A to this Offeror’s Letter.

3. SCHEME CONSIDERATION

- 3.1 **Scheme Consideration.** In consideration of the transfer of the FCOT Units referred to in paragraph 6.2.1 of this Offeror’s Letter, each of the FLT Trustee and FLT Manager agrees, subject to the Trust Scheme becoming effective in accordance with its terms, to pay or procure the payment of **S\$1.680** (the “**Scheme Consideration**”) in respect of each FCOT Unit held by the FCOT Unitholders as at 5.00 p.m. on the Books Closure Date, which shall be satisfied by:⁴

- 3.1.1 firstly, the payment by the FLT Trustee of a sum of S\$0.151 in cash (the “**Cash Consideration**”); and
- 3.1.2 secondly, the allotment and issuance (or the procurement of such allotment and issuance) by the FLT Manager of 1.233 new FLT Units at an issue price of S\$1.240⁵ per FLT Unit (the “**Consideration Units**”), such Consideration Units to be credited as fully paid,

in accordance with the terms and conditions of the Implementation Agreement. The Scheme Consideration implies a gross exchange ratio of 1.355x which is based on the Scheme Consideration of S\$1.680 per FCOT Unit divided by issue price of S\$1.240 per FLT Unit.

The Scheme Consideration was determined based on commercial negotiations between the FLT Manager and the FCOT Manager. Factors taken into account in arriving at the Scheme Consideration included (without limitation): (i) the implied value of the Scheme Consideration relative to the historical trading prices and NAV of FLT and FCOT; and (ii) the DPU accretion to the FCOT Unitholders on a pro forma basis.

⁴ “**Books Closure Date**” means the date to be announced (before the Effective Date) by the FCOT Manager on which the Transfer Books and the Register of FCOT Unitholders of FCOT will be closed in order to determine the entitlements of the FCOT Unitholders in respect of the Trust Scheme.

⁵ The issue price of S\$1.240 per FLT Unit is equal to the 1-month VWAP of S\$1.240 per FLT Unit. The 1-month VWAP is with reference to the period from 25 October 2019 to 27 November 2019 (the “**Last Trading Date**”), being 27 November 2019 taking into consideration the public holiday falling on 28 October 2019 (Monday).

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

The aggregate Cash Consideration to be paid to each FCOT Unitholder shall be rounded to the nearest S\$0.01. The number of Consideration Units which each FCOT Unitholder will be entitled to pursuant to the Trust Scheme, based on the FCOT Units held by such FCOT Unitholder as at the Books Closure Date, will be rounded down to the nearest whole number, and fractional entitlements shall be disregarded in the calculation of the aggregate Consideration Units to be issued to any FCOT Unitholder pursuant to the Trust Scheme.

By way of illustration, if the Trust Scheme becomes effective in accordance with its terms, a FCOT Unitholder will receive S\$15.10 in cash and 123 Consideration Units for every 100 FCOT Units held by it as at the Books Closure Date.

3.2 The Consideration Units. The Consideration Units shall:

- 3.2.1 when issued, be duly authorised, validly issued and fully paid-up and shall rank *pari passu* in all respects with the existing FLT Units as at the date of their issue⁶;
- 3.2.2 be issued no later than seven Business Days from the Effective Date; and
- 3.2.3 be issued free from all and any restrictions on transfers and other Encumbrances (as defined in paragraph 6.2.1(ii) of this Offeror’s Letter) (subject to the limitations on ownership of FLT Units as set out in the FLT Trust Deed, further details of which are set out below and in paragraph 2.2 of Schedule A to this Offeror’s Letter) and no person has or shall have any rights of pre-emption over the Consideration Units.

FCOT Unitholders should also note that there is a unit ownership limit (the “**Unit Ownership Limit**”) under the FLT Trust Deed, being 9.9% or such other applicable limits on unitholdings under the Australian Taxation Administration Act 1953 (Cth), the Income Tax Assessment Act 1936 (Cth), the Income Tax Assessment Act 1997 (Cth) and regulations thereunder, as applicable (collectively, the “**Australian Taxation Act**”) which would be necessary for the qualification of a FLT Group Entity incorporated or otherwise constituted in Australia, as a managed investment trust as defined under the Australian Taxation Act. In the event an FLT Unitholder holds FLT Units in excess of the Unit Ownership Limit, the number of FLT Units that are in excess of the Unit Ownership Limit shall be automatically forfeited in accordance with the terms of the FLT Trust Deed. Further details on the Unit Ownership Limit are set out in paragraph 2.2 of Schedule A to this Offeror’s Letter.

⁶ For the avoidance of doubt, the Consideration Units shall not be entitled to the FLT Permitted Distributions (as defined herein). Please see paragraph 6.3 for further details.

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

4. RATIONALE FOR THE MERGER

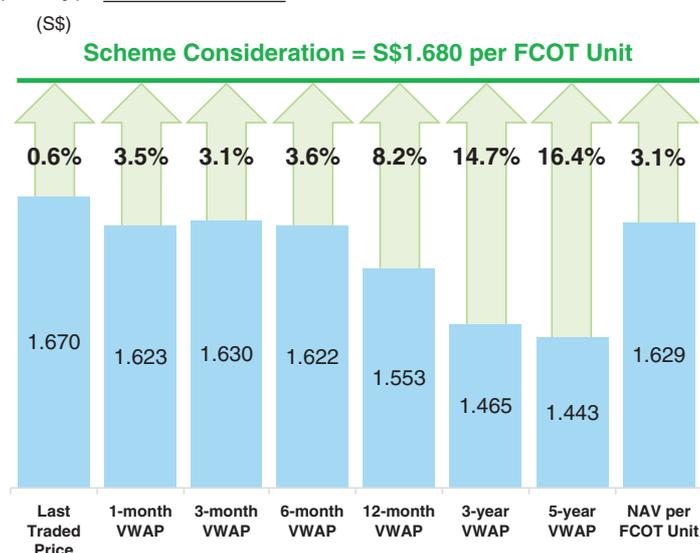
4.1 Premium to Historical Trading Prices and DPU Accretive to FCOT Unitholders on a Pro Forma Basis

The Scheme Consideration represents premia of approximately:

4.1.1 0.6%, 3.5% and 8.2% over FCOT’s Last Traded Price⁷, 1-month and 12-month volume weighted average price (“VWAP”)⁸ of S\$1.670, S\$1.623 and S\$1.553 per FCOT Unit respectively (as detailed in the diagram below); and

4.1.2 3.1% over the net asset value per FCOT Unit of S\$1.629 as at 30 September 2019 (“NAV per FCOT Unit”)⁹.

The FCOT Unitholders shall have the right to receive and retain the FCOT Permitted Distributions (if any), **in addition to** the Scheme Consideration.



⁷ The last traded price per FCOT Unit on the Last Trading Date (the “**Last Traded Price**”).

⁸ VWAPs are with reference to the relevant period up to and including 27 November 2019, except for the 1-month VWAP. The 1-month VWAP is with reference to the period from 25 October 2019 to 27 November 2019 taking into consideration the public holiday falling on 28 October 2019 (Monday).

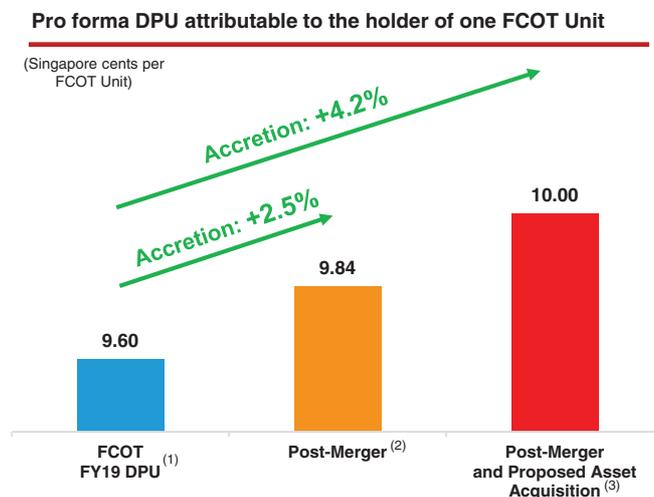
⁹ Assuming that the Merger and the Proposed Asset Acquisition had been completed on 30 September 2019, the pro forma NAV per FCOT Unit would be S\$1.413. Please refer to paragraph 1(b) of Schedule I to this Offeror’s Letter for additional details on the computation of the pro forma NAV attributable to the holder of one FCOT Unit (as a unitholder of the Enlarged REIT) post-Merger and Proposed Asset Acquisition. The pro forma NAV per FCOT Unit is computed based on the Enlarged REIT’s FY2019 pro forma NAV per unit multiplied by the exchange ratio of 1.355x assuming that the Cash Consideration is reinvested in FLT Units at the issue price of S\$1.240 and the addition of the NAV of FBP.

Pro forma NAV attributable to the holder of one FCOT Unit (as a unitholder of the Enlarged REIT) – Post-Merger and Proposed Asset Acquisition

Enlarged REIT’s pro forma NAV per Unit	S\$1.043
1. Number of FLT Units that would be received per FCOT Unit	1.233
2. Number of FLT Units that would have been purchased assuming that the Cash Consideration is reinvested in FLT Units at the issue price of S\$1.240 per FLT Unit	0.122
Total number of FLT Units that would have been received/purchased per FCOT Unit	1.355
Enlarged REIT’s pro forma NAV per Unit	S\$1.043
Total number of FLT Units that would have been received/purchased per FCOT Unit	1.355
Pro forma NAV attributable to the holder of one FCOT Unit (as a unitholder of the Enlarged REIT)	S\$1.413

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

Assuming that the Merger and the Proposed Asset Acquisition had been completed on 1 October 2018, the distribution per unit (“DPU”) for the financial year ended 30 September 2019 would have increased from 9.60 Singapore cents to 10.00 Singapore cents, translating to a DPU accretion of 4.2% for FCOT Unitholders on a pro forma basis.



Note:

- (1) Distribution per FCOT Unit for the financial year ended 30 September 2019 (“FCOT FY19 DPU”).
- (2) **Calculations computed for illustrative purposes only and are not forward-looking projections.** Please refer to paragraph 1(a) of Schedule 1 to this Offeror’s Letter as well as the table set out below for additional details on the computation of the pro forma DPU attributable to the holder of one FCOT Unit (as a unitholder of the Enlarged REIT) post-Merger.

DPU attributable to the holder of one FCOT Unit (as a unitholder of the Enlarged REIT) – Post-Merger

1. Number of FLT Units that would be received per FCOT Unit	1.233
2. Number of FLT Units that would have been purchased assuming that the Cash Consideration is reinvested in FLT Units at the issue price of S\$1.240 per FLT Unit	0.122
Total number of FLT Units that would have been received/purchased by the holder of one FCOT Unit	1.355
Enlarged REIT’s pro forma DPU – Post-Merger	7.26 Singapore cents
Total number of FLT Units that would have been received/purchased by the holder of one FCOT Unit	1.355
Pro forma DPU attributable to the holder of one FCOT Unit (as a unitholder of the Enlarged REIT) – Post-Merger	9.84 Singapore cents

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

- (3) **Calculations computed for illustrative purposes only and are not forward-looking projections.** Please refer to paragraph 1(a) of Schedule I to this Offeror’s Letter as well as the table set out below for additional details on the computation of the pro forma DPU attributable to the holder of one FCOT Unit (as a unitholder of the Enlarged REIT) post-Merger and Proposed Asset Acquisition.

DPU attributable to the holder of one FCOT Unit (as a unitholder of the Enlarged REIT) – Post-Merger and Proposed Asset Acquisition

1. Number of FLT Units that would be received per FCOT Unit	1.233
2. Number of FLT Units that would have been purchased assuming that the Cash Consideration is reinvested in FLT Units at the issue price of S\$1.240 per FLT Unit	0.122
Total number of FLT Units that would have been received/purchased by the holder of one FCOT Unit	1.355
Enlarged REIT’s pro forma DPU – Post-Merger and Proposed Asset Acquisition	7.38 Singapore cents
Total number of FLT Units that would have been received/purchased by the holder of one FCOT Unit	1.355
Pro forma DPU attributable to the holder of one FCOT Unit (as a unitholder of the Enlarged REIT) – Post-Merger and Proposed Asset Acquisition	10.00 Singapore cents

4.2 Flagship Portfolio of Commercial and Industrial Assets

4.2.1 Broadened investment mandate and greater flexibility to actively manage portfolio across geographies and asset classes

The Enlarged REIT will have a broadened investment mandate to invest in a wider spectrum of asset classes across logistics, industrial, office, business park and commercial properties. The Enlarged REIT platform will manage approximately 2.6 million square metres of space with 326 tenants in 99 properties spread across five countries.

Greater Flexibility to Actively Manage Portfolio across Geographies and Asset Classes

Broadened Investment Mandate:
Comprising CBD Commercial, Office and Business Parks, Logistics and Industrial

Full Spectrum of Commercial and Industrial Solutions:
Ability to meet end-to-end requirements of tenants



Australia	#	Asset Value ⁽¹⁾
CBD Commercial	2	
Office and Business Parks	1	S\$2,826 mil (48.2%)
Logistics & Industrial	62	
Singapore	#	Asset Value ⁽¹⁾
CBD Commercial	1	S\$1,257 mil (21.5%)
Office and Business Parks	1	
Germany	#	Asset Value ⁽¹⁾
Logistics & Industrial	26	S\$1,189 mil (20.3%)
United Kingdom	#	Asset Value ⁽²⁾
Office and Business Parks	1	S\$323 mil (5.5%)
The Netherlands	#	Asset Value ⁽¹⁾
Logistics & Industrial	5	S\$264 mil (4.5%)

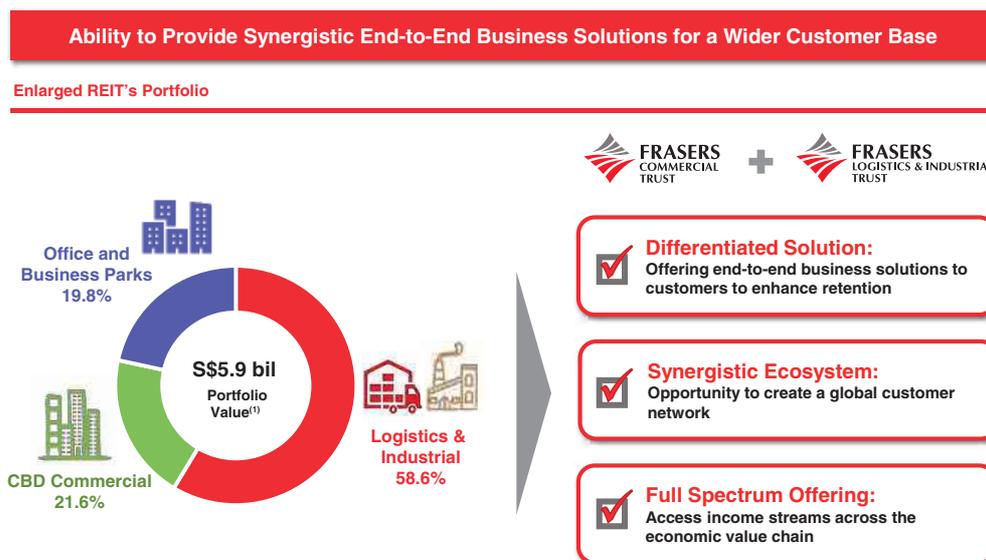
Note:

- (1) Based on book value of each property as at 31 December 2019 at an exchange rate of A\$1:S\$0.9443 and €1:S\$1.5035.
- (2) The value for 100% interest in the Target Property is based on the Agreed Property Value (as defined in the circular issued by the FLT Manager as at 14 February 2020 in relation to the Merger and the Proposed Asset Acquisition) at an exchange rate of £1:S\$1.7841.

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

4.2.2 Ability to Provide Synergistic End-to-End Business Solutions for a Wider Customer Base

The Enlarged REIT will be able to provide a diversified spectrum of logistics, industrial, office, business park and commercial real estate solutions, with a wide suite of product offerings catering to the end-to-end needs of a wider customer base. The Enlarged REIT will be able to create an entrenched network of tenants across its ecosystem and access income streams across the economic value chain.



Note:

(1) Based on book value of the Enlarged REIT as at 31 December 2019. Includes 100% interest in the Target Property, which is based on the Agreed Property Value at an exchange rate of £1: S\$1.7841.

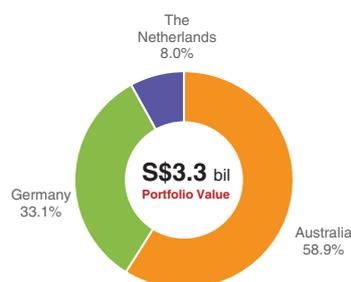
4.2.3 Exposure to Attractive Logistics and Industrial Sectors

FLT's predominantly freehold portfolio is concentrated in major logistics and industrial hubs in Australia, Germany and the Netherlands, which enjoy attractive demand and supply dynamics. With a total gross lettable area ("**GLA**") of approximately 2.3 million square metres across 93 logistics and industrial properties, FLT has a young portfolio averaging 7.7 years in age with a weighted average lease expiry ("**WALE**") of 6.2 years as at 31 December 2019.

FLT has also been awarded the highest-rated industrial Green Star performance rated portfolio in Australia and the Global Sector Leader 2019 (Industrial) by the Global Real Estate Sustainability Benchmark ("**GRESB**") for its efforts in environmental sustainability.

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

FLT’s Portfolio Valuation by Geography



Note: As at 30 September 2019. Excludes 610 Heatherton Road, Clayton South, Victoria, Australia which was fully divested in January 2020.

Australia

The majority of FLT’s Australian properties are strategically located within the prime industrial precincts and major demographic centres along the eastern seaboard of Australia, which benefits from favourable demand drivers including growth of e-commerce, urban renewal and transport infrastructure investment.

FLT’s Properties in Australia



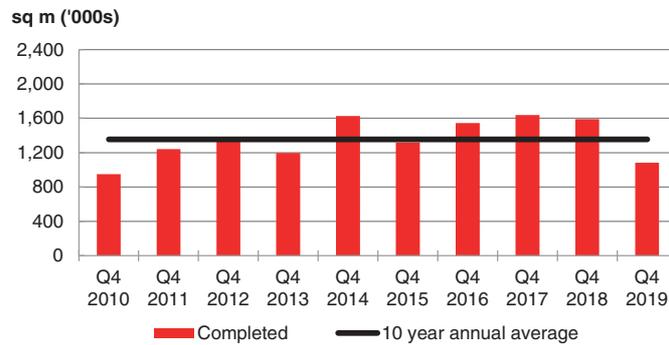
Note: As at 31 December 2019.

The Australian economy registered positive GDP growth of 1.7% for the 12-month period up to September 2019, supported by a rebound in the residential property market, high levels of infrastructure spending, as well as an improved outlook for the resources sector.

As national take-up levels continue to exceed new completions, vacancy levels remain near 5-year lows across the three eastern seaboard capital cities of Sydney, Melbourne and Brisbane. Total supply for industrial spaces in Australia over the 12-month period up to 31 December 2019 remain slightly below the 10-year average.

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

Australian Total Industrial Supply⁽¹⁾



Source: JLL Real Estate Intelligence Service – Industrial Market Snapshot 4Q 2019; Jones Lang LaSalle Real Estate Data Solution – Industrial Occupier Moves from 1Q10 to 4Q19; JLL Australian Industrial Preliminary Overview 4Q19

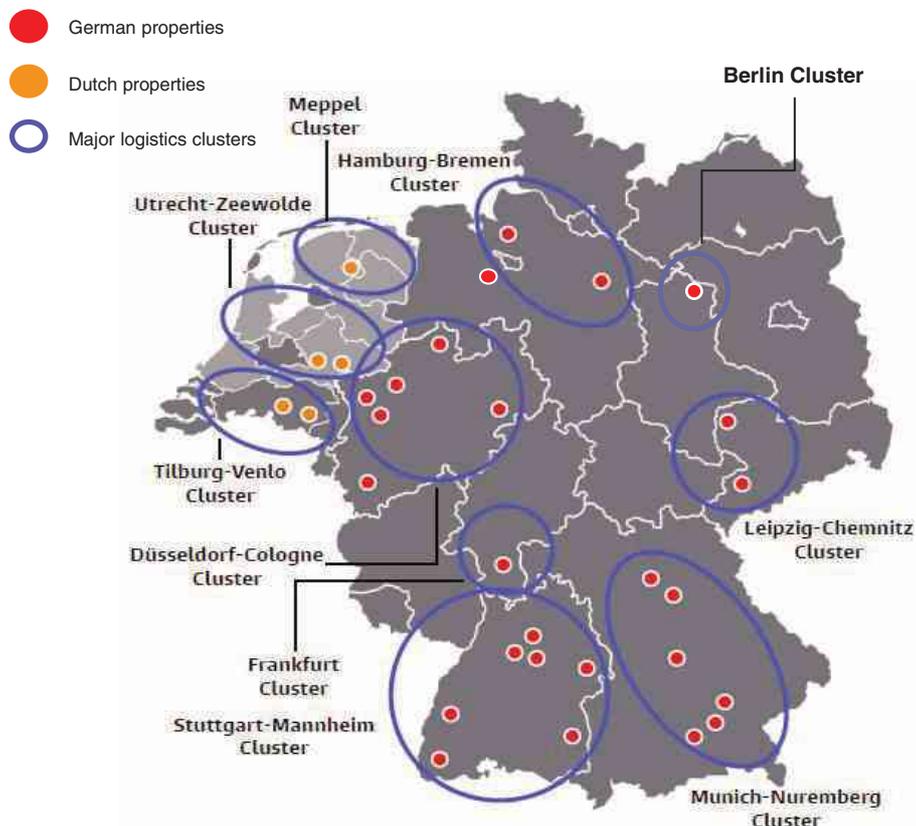
Note:

(1) 4Q figures are presented on an annualised basis.

Germany and the Netherlands

FLT’s 31 prime and majority freehold properties in Germany and the Netherlands are strategically located in key logistics hubs within the countries that cater to regional and global distribution needs.

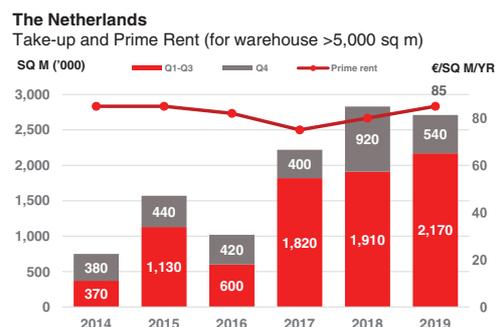
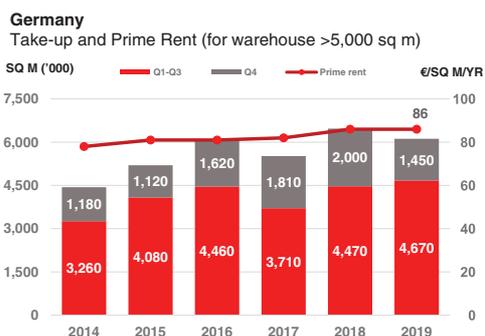
FLT’s Properties in Germany and the Netherlands



APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

The German and Dutch economy registered positive GDP growth of 0.5% and 1.9% for the 12 months ended 30 September 2019 respectively which was supported by household and government consumption expenditure as well as increased trade balance.

The German and Dutch logistics and industrial market has remained strong. Both German and Dutch major occupier markets recorded healthy transaction volumes and the German market remained dynamic as many companies have been shifting to smaller locations outside the traditional hubs, where there is still sufficient supply.



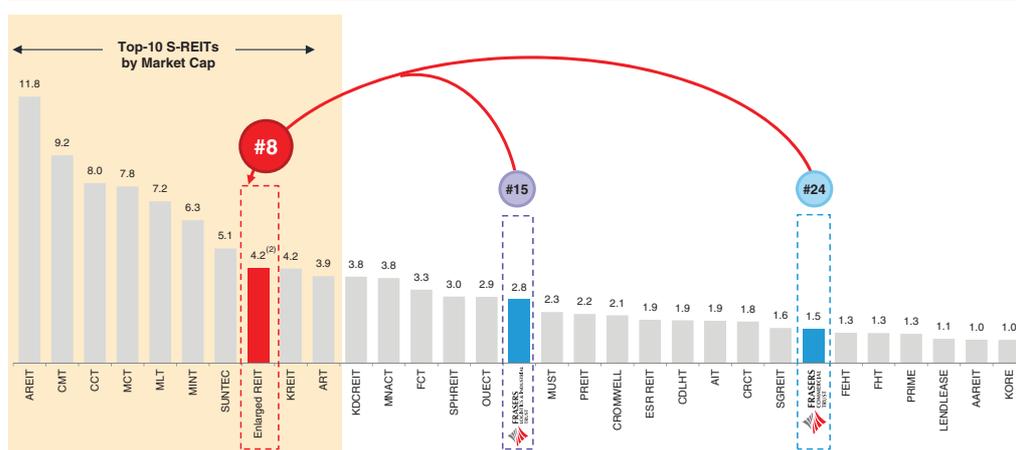
Source: BNP Paribas Real Estate International Research, January 2020

4.3 Creation of a Top-10 S-REIT with Index Inclusion

4.3.1 The Enlarged REIT is expected to become one of the largest S-REITs, with total market capitalisation of approximately S\$4.2 billion⁽²⁾

Potential for Enlarged REIT to be amongst the Top-10 Largest S-REITs by Market Capitalisation

S-REIT Ranking by Market Capitalisation (S\$ bil)⁽¹⁾



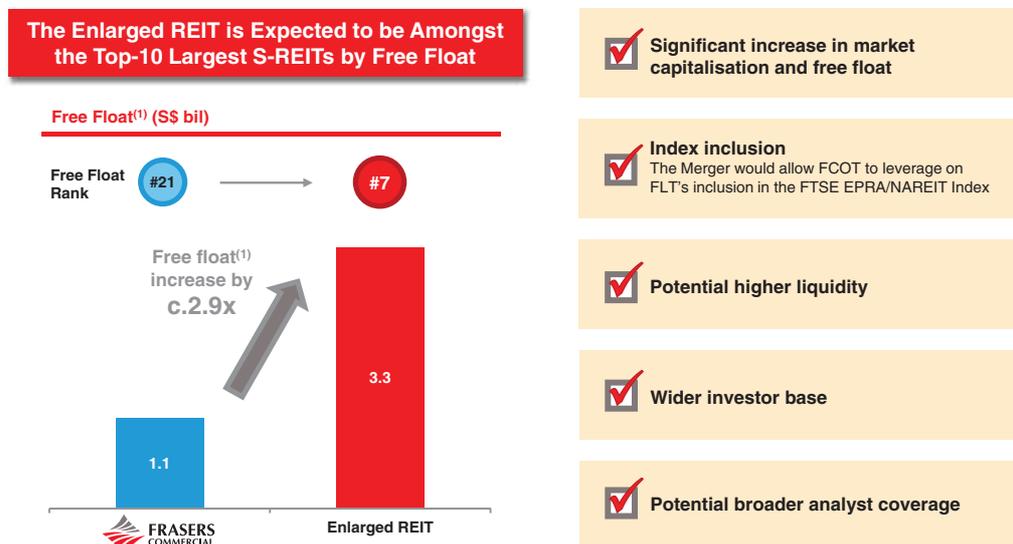
Source: Bloomberg as at Latest Practicable Date.

Notes:

- (1) The chart only includes S-REITs with a primary listing on the SGX-ST and market capitalisation of at least S\$1.0 billion.
- (2) Illustrative market capitalisation of the Enlarged REIT calculated as (i) the sum of (a) the number of FLT Units outstanding as at the Latest Practicable Date; (b) the number of FLT Units to be issued to satisfy the portion of Scheme Consideration in FLT Units; (c) the number of FLT Units to be issued as consideration for the acquisition fee for the Merger; and (d) the number of FLT Units to be issued as consideration for the acquisition fee for the Proposed Asset Acquisition, and (ii) multiplied by the issue price of S\$1.240 per FLT Unit.

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

4.3.2 The Enlarged REIT will benefit from a free float of approximately S\$3.3 billion, which is significantly higher than FCOT’s present free float of S\$1.1 billion as at the Latest Practicable Date



Source: Bloomberg as at Latest Practicable Date.

Note:

- (1) Excludes the stakes held by the Sponsor, the FLT Manager, the FCOT Manager, directors and chief executive officers of the FLT Manager and the FCOT Manager, substantial FLT Unitholders and substantial FCOT Unitholders and their respective associates based on information available to the FLT Manager and the FCOT Manager as at the Latest Practicable Date. FCOT's free float of S\$1.1 billion is computed based on FCOT's free float units as at the Latest Practicable Date of 679.0 million FCOT Units multiplied by FCOT's Last Traded Price of S\$1.67. The Enlarged REIT's free float of S\$3.3 billion (post-Merger and Proposed Asset Acquisition) is computed based on 2.7 billion free float units multiplied by the issue price of S\$1.240 per unit.

The larger scale of the combined portfolio is expected to enhance the Enlarged REIT's visibility within the S-REIT universe and increase its relevance amongst the investor community. The Merger would also allow FCOT Unitholders to leverage on FLT's inclusion in the FTSE EPRA/NAREIT Index.

In addition, the significant increase in market capitalisation and free float will potentially lead to (i) higher trading liquidity, (ii) a wider investor base; and (iii) a broader analyst coverage, which could lead to a positive re-rating of the Enlarged REIT, benefitting all FCOT Unitholders.

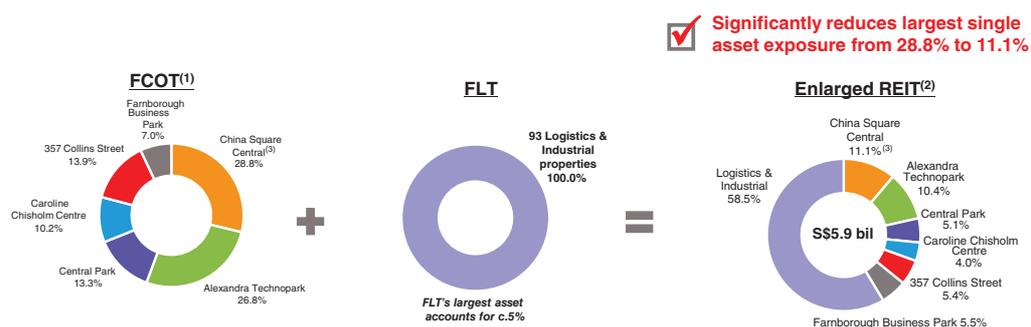
APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

4.4 Enhanced Diversification and Portfolio Resilience

4.4.1 Asset diversification

The Enlarged REIT will have a diversified asset base with a balanced exposure to the logistics, industrial, office, business park and commercial markets. In addition, the Enlarged REIT’s exposure to any single asset will be no more than 12% by value.

Value by Asset



Notes:

- (1) Based on book value as at 31 December 2019 at an exchange rate of A\$1 : S\$0.9443 and £1 : S\$1.7841 as per FCOT’s financial results for the first quarter ended 31 December 2019, announced on 15 January 2020.
- (2) Based on book value of the Enlarged REIT as at 31 December 2019. Includes 100% interest in FBP, which is based on the Agreed Property Value at an exchange rate of £1 : S\$1.7841.
- (3) 18, 20 and 22 Cross Street have been renamed as “Cross Street Exchange” on 1 January 2020.

4.4.2 Tenant diversification

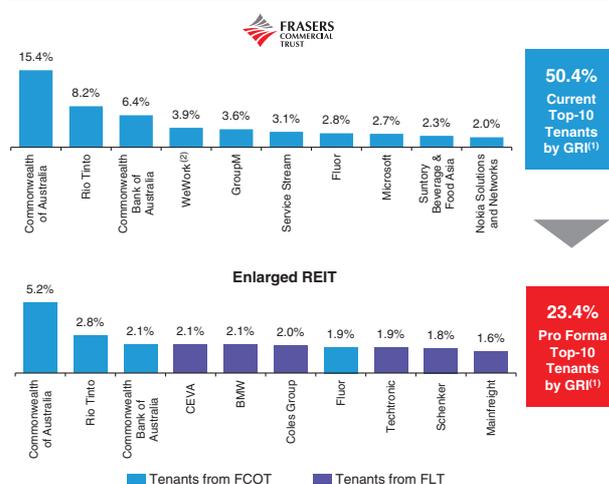
No single tenant will contribute more than 6.0% of the pro forma gross rental income (“GRI”) of the Enlarged REIT and the top 10 tenants’ contribution to GRI will be reduced from 50.4% (based on FCOT’s portfolio) as at 31 December 2019 to 23.4% based on the Enlarged REIT’s portfolio on a pro forma basis. The Enlarged REIT will allow FCOT Unitholders to gain exposure to additional high-quality tenants including Amazon, BMW, CEVA, Coles Group, Techtronics and Schenker.

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

✓ Reduce tenant income concentration

✓ Addition of high-quality tenants

Top-10 Tenants by GRI⁽¹⁾



Other Selected Key Tenants

Aetna	Amazon
Berkley Insurance	British Telecom
DHL	DSV
Goodyear & Dunlop Tyres	Google Asia Pacific
Heinz	Inchcape Motors
JustCo	Mazda
Olympus	Omron
Stanley Black & Decker	Suntory
Toll	Toshiba
Unilever	Volkswagen

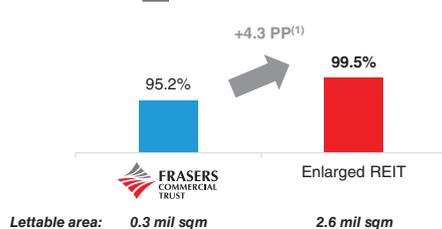
Note:

- (1) Based on GRI as at 31 December 2019 (excluding vacancy, committed leases, lease incentives and retail turnover rents, if any).
- (2) Aggregate of WeWork group’s leases at China Square Central and Central Park signed under separate legal entities.

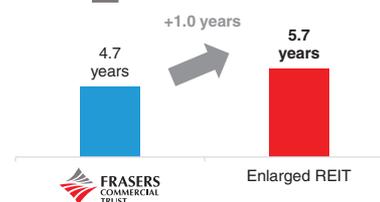
4.4.3 Enhanced Portfolio Resilience

The Enlarged REIT will have a WALE of 5.7 years¹⁰ and enjoy organic growth via escalation in underlying lease rates. Income stability and cash flow visibility will improve with 60.9% of the Enlarged REIT’s leases expiring after 30 September 2023, compared to the corresponding figure of 47.0% for the current FCOT portfolio.

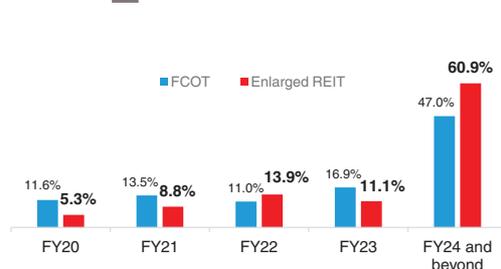
✓ Increase occupancy



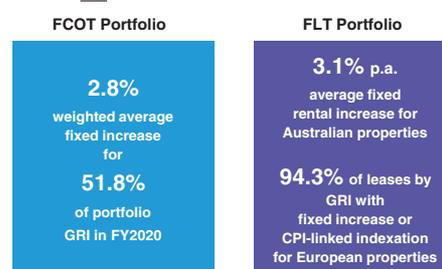
✓ Lengthen WALE



✓ Improve lease expiry profile⁽²⁾



✓ Embedded organic growth



Notes:

- (1) Percentage points (“PP”).
- (2) Based on GRI as at 31 December 2019 (excluding vacancy, committed leases, lease incentives and retail turnover rents, if any).

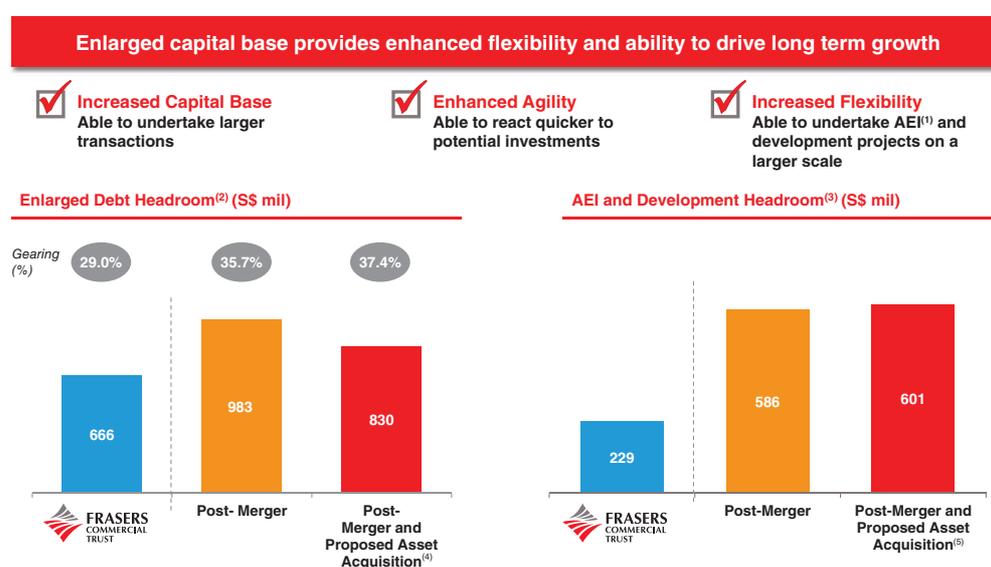
¹⁰ Based on GRI as at 31 December 2019 (including committed leases and excluding vacancy, lease incentives and retail turnover rents, if any).

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

4.5 Growth Trajectory from Enlarged Capital Base and Right of First Refusal (“ROFR”) Pipeline

4.5.1 Enlarged Capital Base provides Enhanced Flexibility and Ability to Drive Long Term Growth

With an increased capital base, the Enlarged REIT will have the capacity to undertake larger transactions and potential investment opportunities with enhanced flexibility and agility. As illustrated in the chart below, the Enlarged REIT is expected to have a debt headroom of approximately S\$830 million. This will allow the Enlarged REIT to undertake asset enhancement initiatives (“AEI”) and development projects on a larger scale.



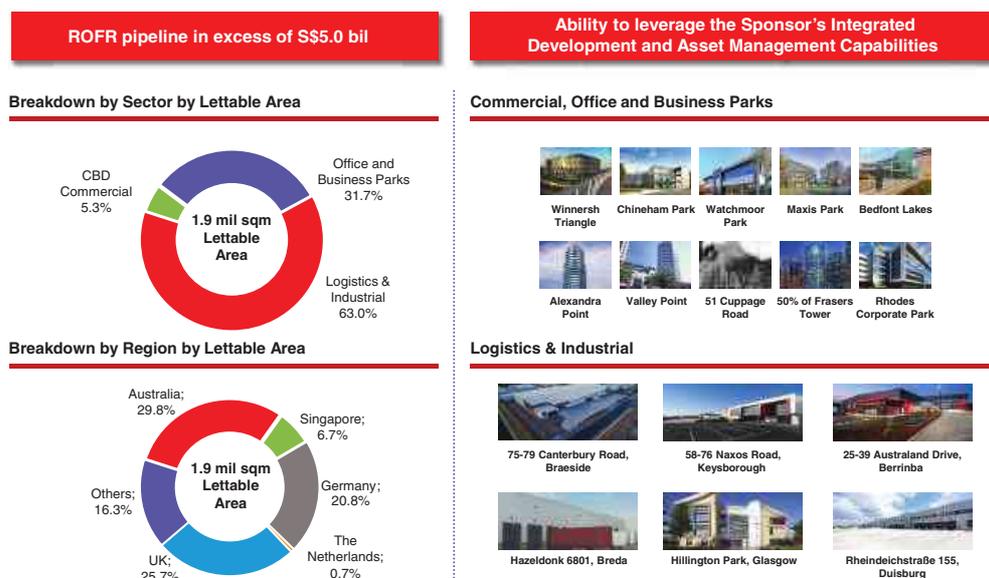
Notes: As at 31 December 2019 at an exchange rate of A\$1: S\$0.9443.

- (1) Asset enhancement initiatives
- (2) Prior to reaching the 45.0% aggregate leverage limit under the Property Funds Appendix.
- (3) Based on 10% of Deposited Property.
- (4) Assumes the estimated total cost of the Proposed Asset Acquisition (excluding the acquisition fee) is fully funded by debt.
- (5) Based on 100% interest in FBP at Agreed Property Value at an exchange rate of £1: S\$1.7841.

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

4.5.2 Benefit from Sponsor’s integrated development and asset management capabilities as well as ROFR Pipeline

The Enlarged REIT will continue to leverage on the Sponsor’s integrated development and asset management platform for growth. The Enlarged REIT will have access to a sizeable ROFR pipeline of more than S\$5.0 billion across logistics, industrial, office, business park and commercial properties.



Note: As at 31 December 2019. Includes Lakeshore, Bedfont Lakes Business Park in London, the United Kingdom which was acquired by the Sponsor on 23 January 2020.

5. FLT’S FUTURE INTENTIONS FOR THE ENLARGED REIT

5.1 Intentions for the Enlarged REIT. Assuming the completion of the Merger:

5.1.1 the FLT Manager intends to expand the investment mandate of the Enlarged REIT pursuant to the FLT Trust Deed. Under the FLT Trust Deed, the FLT Manager may from time to time change its investment policies subject to compliance with the Listing Manual so long as it has given not less than 30 days’ prior notice of the change to the FLT Trustee and the FLT Unitholders by way of an announcement to the SGX-ST.

The new investment mandate of the Enlarged REIT will be to principally invest, directly or indirectly, in a diversified portfolio of income-producing real estate assets used predominantly for:

- (i) logistics or industrial purposes and located globally, and such real estate assets used for logistics or industrial purposes may also include office components ancillary to the foregoing purposes; or
- (ii) commercial purposes (comprising primarily office space in a Central Business District (“**CBD office space**”)) or business park purposes (comprising primarily non-CBD office space and/or research and development space) and located in the Asia Pacific region or in Europe (including the United Kingdom),

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

(the “**New Investment Mandate**”).

The FLT Manager also intends to adopt a new name for the Enlarged REIT, in line with the New Investment Mandate. This will be announced in due course.

Upon the New Investment Mandate coming into effect, the Existing ROFRs (as defined herein) granted by the Sponsor to the FCOT Trustee and the FLT Trustee will be consolidated into one ROFR to be granted by the Sponsor to the trustee of the Enlarged REIT (the “**Resulting ROFR**”). It is intended that the Relevant Assets (as defined herein) covered by the Resulting ROFR will mirror the New Investment Mandate and the Resulting ROFR will subsist for so long as:

- (a) FLT is listed on and quoted for on the Main Board of the SGX-ST;
- (b) Frasers Logistics & Industrial Asset Management Pte. Ltd. or any of its related corporations remains the manager of FLT;
- (c) the Sponsor and/or any of its related corporations, alone or in aggregate, remains as a controlling shareholder of the manager of FLT; and
- (d) the Sponsor and/or any of its related corporations, alone or in aggregate, remains as a controlling unitholder of FLT.

The “**Existing ROFRs**” refer to the following ROFRs which have been granted by the Sponsor to FLT and FCOT respectively:

- (I) the ROFR granted by the Sponsor to FLT in 2016 (the “**FLT ROFR**”);
- (II) the ROFR granted by the Sponsor to FCOT in 2009 (the “**FCOT 2009 ROFR**”); and
- (III) the ROFR granted by the Sponsor to FCOT in 2017 (the “**FCOT 2017 ROFR**”, and together with the FCOT 2009 ROFR, the “**FCOT ROFRs**”).

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

The table below sets out a comparison of the scope of assets covered by the Existing ROFRs and the scope of assets covered by the Resulting ROFR.

Existing ROFRs	Resulting ROFR
<p><u>FLT ROFR</u></p> <p>The scope of the FLT ROFR covers any proposed disposal of completed income-producing real estate assets located globally, which are used for logistics or industrial purposes and where such real estate assets used for “logistics” or “industrial” purposes also include office components ancillary to the foregoing purposes.</p> <p><u>FCOT ROFRs</u></p> <p>1. <u>FCOT 2009 ROFR:</u> The scope of the FCOT 2009 ROFR covers any proposed disposal or acquisition of completed income producing property located in the Asia Pacific region used for commercial purposes (comprising primarily office and/or business space purposes).</p> <p>2. <u>FCOT 2017 ROFR:</u> The scope of the FCOT 2017 ROFR covers any proposed disposal of real estate assets located in Europe (including the United Kingdom) used for commercial purposes (comprising primarily office, business space and/or business park purposes).</p>	<p>The scope of the Resulting ROFR covers any proposed disposal of completed income-producing real estate:</p> <p>(a) used for logistics or industrial purposes and located globally, and such real estate assets used for “logistics” or “industrial” purposes may also include office components ancillary to the foregoing purposes, or</p> <p>(b) used for commercial purposes (comprising primarily CBD office space) or business park purposes (comprising primarily non-CBD office space and/or research and development space) and located in the Asia Pacific region or in Europe (including the United Kingdom),</p> <p>(“Relevant Asset”).</p> <p>For the purposes of and notwithstanding anything to the contrary in the Resulting ROFR, where the Enlarged REIT does not own an asset in a certain asset class and the scope of the Enlarged REIT’s investment mandate is amended to exclude that asset class, the definition of “Relevant Asset” shall be deemed to be modified accordingly to exclude that asset class.</p>

Unlike the FCOT ROFRs, the Resulting ROFR will cease to refer to the terminology of “business space purposes”. This is because the scope of the Resulting ROFR follows the scope of the New Investment Mandate, which does not use this terminology. In connection with the Merger, the investment mandate of the Enlarged REIT will be expanded to include the asset classes of the Existing ROFRs, including assets used for logistics, industrial, commercial and business park purposes. In light of the foregoing, the intention is to shift away from the terminology of “business space purposes” in order to streamline the language of the Resulting ROFR and more accurately describe the combined scope of the asset classes which will be held by the Enlarged REIT following the Merger.

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

Further, unlike the FCOT 2009 ROFR, the Resulting ROFR will also cease to cover any offer to acquire Relevant Assets received by the Sponsor and will only apply to the proposed disposal of a Relevant Asset by the Sponsor or its subsidiaries for the purpose of consistency with the FCOT 2017 ROFR and the FLT ROFR and which are in line with the requirements in Practice Note 4.1 of the Listing Manual;

- 5.1.2** as at the Latest Practicable Date, the functional currency of FLT is Australian dollars, and dual currency trading in Australian dollars and Singapore dollars is available in respect of the FLT Units, which may be traded through either the counter traded in Singapore dollars or the counter traded in Australian dollars. Following completion of the Merger, the FLT Manager intends to change the functional currency of the Enlarged REIT to Singapore dollars (which is also the functional currency of FCOT) and close the counter traded in Australian dollars. The change in functional currency of the Enlarged REIT and the closure of the counter traded in Australian dollars are not expected to have any material adverse impact on the FLT Unitholders. The FLT Manager also intends to remove the option of FLT Unitholders to elect to receive distributions declared, paid or made by the FLT Manager in Australian dollars;
- 5.1.3** in view of the Enlarged REIT, the Nominating and Remuneration Committee of the FLT Manager will review the composition of the board of directors and management of the FLT Manager. The appointment of any new directors or key management staff of the FLT Manager (if any) will be subject to the approval of the board of directors of the FLT Manager and (if applicable) the MAS;
- 5.1.4** it is intended that the FCOT Manager will be replaced by the FLT Manager as soon as practicable upon completion of the Merger such that the FLT Manager will continue to be the manager of the Enlarged REIT portfolio encompassing FCOT. The FCOT Manager will be entitled to a prorated performance fee accruing from 1 October 2019 to the date of delisting of FCOT and a prorated base fee accruing from the day following the latest completed financial quarter of FCOT preceding the Effective Date to the date of delisting of FCOT in accordance with the existing trust deed constituting FCOT. There will be no double counting of management fees to the FCOT Manager and the FLT Manager in respect of the FCOT portfolio between the Effective Date and the date of delisting. Further, the fee structure of FCOT with respect to the fees payable to the manager of FCOT will be amended to reflect the fee structure in the FLT Trust Deed such that the existing fee structure of FLT is retained. There is currently no intention to make any changes to the fees and charges payable to the FCOT Trustee under the FCOT Trust Deed; and
- 5.1.5** conditional upon, among others, the approval by the FLT Unitholders, FLT intends to acquire from a wholly-owned subsidiary of FPL, a 50% interest in the Target Property through the acquisition of 50% of the issued share capital of the Target Property Company, being the company holding the Target Property. The remaining 50% of the issued share capital of the Target Property Company is currently held by a wholly-owned subsidiary of FCOT¹¹. Upon completion of the Merger and the Proposed Asset Acquisition, it is intended that FLT will indirectly hold a 100% interest in the Target Property through FCOT.

¹¹ Please refer to the announcement by the FLT Manager released on the Joint Announcement Date for further details on the Proposed Asset Acquisition.

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

The Target Property is located in the United Kingdom with lettable area of approximately 51,006 sqm and is sited on freehold land. The table below sets out a summary of selected information on the Target Property.

Property Address	Site Area (hectares)	Lettable area (sqm)	WALE ⁽¹⁾ (years) (as at 31 December 2019)	Occupancy Rate (as at 31 December 2019)	Land Tenure
Farnborough, Hampshire GU14 7JP, United Kingdom	46.5	51,006	6.6	99.1%	Freehold

Note:

(1) Based on GRI as at 31 December 2019 (including committed leases and excluding vacancy, lease incentives and retail turnover rents, if any).

5.2 Other Intentions. Save as set out above, there is presently no intention to (i) introduce any major changes to the business of FCOT, (ii) re-deploy the fixed assets of FCOT, or (iii) discontinue the employment of the employees of the FCOT Manager, save in the ordinary course of business or as a result of any internal reorganisation or restructuring which may be implemented after the Merger. However, the board of directors of the FLT Manager retains and reserves the right and flexibility at any time to consider any options in relation to the Enlarged REIT which may present themselves and which it may regard to be in the interest of the Enlarged REIT.

There may be interested person transactions (as defined in the Listing Manual) and interested party transactions (as defined in Appendix 6 of the Code on Collective Investment Schemes issued by the MAS (the “**Property Funds Appendix**”)) entered into in the ordinary course of business of the enlarged FLT Group upon completion of the Merger. FLT will comply with the Listing Manual and Property Funds Appendix and make the relevant disclosures under Rule 905 of the Listing Manual and Paragraph 5 of the Property Funds Appendix if the aggregate value of such interested person transactions or interested party transactions entered into in the same financial year (excluding the interested person transactions or interested party transactions which have been approved by the FLT Unitholders) is 3% or more of the latest audited net tangible assets or net asset value of the FLT Group.

6. THE MERGER AND THE TRUST SCHEME

6.1 The Trust Scheme. The Trust Scheme is proposed to be effected in accordance with the Takeover Code and the trust deed dated 12 September 2005 made between the FCOT Trustee and the FCOT Manager (as amended and supplemented from time to time) and to be amended and supplemented as described in paragraph 7.1.1 of this Offeror’s Letter (the “**FCOT Trust Deed**”), subject to the terms and conditions of the Implementation Agreement.

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

6.2 Under the Trust Scheme:

- 6.2.1** upon the Trust Scheme becoming effective and binding in accordance with its terms, all the FCOT Units will be transferred to the FLT Trustee:
- (i) fully paid;
 - (ii) free from any charge, assignment, mortgage, pledge, lien, hypothecation, restriction, judgment, encumbrance, easement, right of pre-emption, right to acquire, option, security, title retention, preferential right, trust arrangement or other security interest or any other agreement or arrangement having a commercial effect analogous to the conferring of security or a similar right in favour of any person (“**Encumbrances**”); and
 - (iii) together with all rights, benefits and entitlements attaching thereto as at the Joint Announcement Date and thereafter attaching thereto, including the right to receive and retain all rights and other distributions (if any) declared by FCOT on or after the Joint Announcement Date, except for the FCOT Permitted Distributions (as defined in paragraph 6.3 of this Offeror’s Letter); and
- 6.2.2** in consideration for such transfer of the FCOT Units, the FLT Trustee and the FLT Manager agree to pay or procure the payment of the Cash Consideration (as defined in paragraph 3.1.1 of this Offeror’s Letter) and allot and issue or procure the allotment and the issuance (as the case may be), by the FLT Manager of the Consideration Units (as defined in paragraph 3.1.2 of this Offeror’s Letter) to each FCOT Unitholder, in accordance with the terms and conditions of the Implementation Agreement.

For the avoidance of doubt, the Parties shall be entitled to declare, make or pay the FCOT Permitted Distributions and the FLT Permitted Distributions (each as defined in paragraph 6.3 of this Offeror’s Letter), as the case may be, without any adjustment to the Scheme Consideration (as defined in paragraph 3.1 of this Offeror’s Letter). The FCOT Unitholders shall have the right to receive and retain the FCOT Permitted Distributions (if any) in addition to the Scheme Consideration.

- 6.3 Permitted Distributions.** Subject to the terms and conditions of the Implementation Agreement, the FCOT Manager and the FLT Manager are each permitted to announce, declare, make or pay distributions in cash to the FCOT Unitholders and the FLT Unitholders (as the case may be) only if such distributions are announced, declared, paid or made by the FCOT Manager or the FLT Manager (as the case may be), in the ordinary course of business and the usual quantum¹² in respect of the period from 1 October 2019 up to the day immediately before the Effective Date (as defined in paragraph 6.4 of this Offeror’s Letter), including any clean-up distribution in respect of the period from the day immediately following (i) the latest completed financial quarter of FCOT or (ii) the latest completed financial half year of FLT (as the case may be) preceding the Effective Date, up to the day immediately before the Effective Date (respectively, the “**FCOT Permitted Distributions**” and “**FLT Permitted Distributions**”).

¹² As disclosed in FLT’s annual report for FY2019, FLT’s distribution policy is to distribute at least 90% of its distributable income and such distributions are paid on a semi-annual basis. As disclosed in FCOT’s annual report for FY2019, FCOT’s distribution policy is to distribute at least 90% of its taxable income (other than gains from the sale of real estate properties that are typically determined by the Inland Revenue Authority of Singapore to be trading gains) and tax-exempt income, and such distributions are typically paid on a quarterly basis.

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

As mentioned above, the FCOT Unitholders shall have the right to receive and retain the FCOT Permitted Distributions (if any) in addition to the Scheme Consideration.

- 6.4 Effective Date.** The Trust Scheme will become effective on the date (the “**Effective Date**”) of the written notification to the Monetary Authority of Singapore (the “**MAS**”) of the grant of the order of the Court¹³ sanctioning the Trust Scheme under Order 80 of the Rules of Court, Chapter 322, R 5 of Singapore, which shall be effected by or on behalf of the FLT Manager within 25 Business Days¹⁴ from the date on which the last Scheme Condition (as defined in paragraph 7 of this Offeror’s Letter) set out in paragraphs 2.10(a)(i), 2.10(a)(ii), 2.10(a)(iii), 2.10(a)(iv), 2.10(a)(v), 2.10(a)(vi) and 2.10(a)(xi) of the Letter to FCOT Unitholders is satisfied or waived, as the case may be, in accordance with the terms of the Implementation Agreement.
- 6.5 Effect of Trust Scheme.** If the Trust Scheme becomes effective, it will be binding on all FCOT Unitholders, whether or not they were present in person or by proxy or voted to approve the Trust Scheme at the Trust Scheme Meeting (as defined in paragraph 7.1.2 of this Offeror’s Letter).
- 6.6 Switch Option.** Pursuant to the terms of the Implementation Agreement and subject to prior consultation with the Securities Industry Council of Singapore (the “**SIC**”):
- 6.6.1** in the event of a Competing Offer¹⁵ in respect of FCOT or an intention to make a Competing Offer in respect of FCOT is announced (whether or not such Competing Offer is pre-conditional), the FLT Trustee has the right at its discretion to elect to proceed by way of a voluntary conditional cash offer for the FCOT Units (the “**Offer**”) (in lieu of proceeding with the Merger by way of the Trust Scheme) (the “**Switch Option**”), provided that the FLT Trustee shall not be entitled to exercise the Switch Option in the event that the prior written consent of the FLT Trustee and the FLT Manager was obtained in respect of such Competing Offer;
- 6.6.2** in such event, the FLT Trustee will make the Offer on the same or better terms as those which apply to the Trust Scheme or the Competing Offer in respect of the FCOT Group (whichever is higher), including the same or a higher consideration than the Scheme Consideration for each FCOT Unit (being the aggregate of (i) the

¹³ “**Court**” means the High Court of the Republic of Singapore or where applicable on appeal, the Court of Appeal of the Republic of Singapore.

¹⁴ “**Business Day**” means a day (other than Saturday, Sunday or public holiday) on which commercial banks are open for business in Singapore.

¹⁵ “**Competing Offer**” means: (i) in respect of the FCOT Group, any offer by any person other than the FLT Trustee involving (a) a sale, transfer or other disposal of any direct or indirect interest in all or substantially all of the assets, business and/or undertakings of the FCOT Group; (b) a general offer for the FCOT Units; (c) a scheme of arrangement involving any FCOT Group Entity or the merger of any FCOT Group Entity with any other entity (whether by way of joint venture, reverse takeover bid, dual listed company structure or otherwise); (d) any other arrangement having an effect similar to any of (a) to (c); or (e) a transaction or series of related transactions which would or is reasonably likely to preclude or restrict the Merger and/or the Trust Scheme; and (ii) in respect of the FLT Group, any offer by any person involving (a) a sale, transfer or other disposal of any direct or indirect interest in all or substantially all of the assets, business and/or undertakings of the FLT Group; (b) a general offer for the FLT Units; (c) a scheme of arrangement involving any FLT Group Entity or the merger of any FLT Group Entity with any other entity (whether by way of joint venture, reverse takeover bid, dual listed company structure or otherwise); (d) any other arrangement having an effect similar to any of (a) to (c); or (e) a transaction or series of related transactions which would or is reasonably likely to preclude or restrict the Merger and/or the Trust Scheme. For the purpose of this definition, a Competing Offer will be deemed to be for all or substantially all of the assets, business and/or undertakings of the FCOT Group or the FLT Group (as the case may be) if the relevant assets, business and/or undertakings in question constitute a “material amount” as defined in Note 2 on Rule 5 of the Takeover Code.

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

implied dollar value of the Consideration Units, based on the fixed number of Consideration Units issued for each FCOT Unit and the issue price per Consideration Unit, and (ii) the Cash Consideration), and conditional upon a level of acceptances set at only more than 50% of the FCOT Units to which the Offer relates and not conditional on a higher level of acceptances; and

- 6.6.3** if the FLT Trustee exercises the Switch Option, the Implementation Agreement (save for certain surviving provisions) shall terminate with effect from the date of announcement by or on behalf of the FLT Trustee of a firm intention to make the Offer (other than certain surviving provisions), and none of the Parties shall have any claim against the others under the Implementation Agreement.

7. SCHEME CONDITIONS

Scheme Conditions. The Trust Scheme is conditional upon the satisfaction (or, where applicable, the waiver) of the conditions precedent (the “**Scheme Conditions**”) in the Implementation Agreement by 30 June 2020 (or such other date as the Parties may agree in writing) (the “**Long-Stop Date**”). The Scheme Conditions include, among others:

- 7.1.1** the approval by the FCOT Unitholders holding in aggregate more than 75% of the total number of votes held by the FCOT Unitholders present and voting either in person or by proxy to amend the FCOT Trust Deed to include provisions for the implementation of the Trust Scheme (the “**Trust Deed Amendments**”), in such form and substance as agreed in writing by the Parties, at the extraordinary general meeting of the FCOT Unitholders to be convened immediately prior to the Trust Scheme Meeting (the “**Extraordinary General Meeting**”); and
- 7.1.2** the approval of the Trust Scheme by a majority in number of the FCOT Unitholders representing at least three-fourths in value of the FCOT Units held by the FCOT Unitholders present and voting either in person or by proxy at the meeting of the FCOT Unitholders to be convened pursuant to an order of the Court to approve the Trust Scheme or any adjournment thereof (the “**Trust Scheme Meeting**”).

The Scheme Conditions are reproduced in paragraph 2.10(a) of the Letter to FCOT Unitholders.

8. TERMINATION

8.1 Right to Terminate

The Implementation Agreement may be terminated with immediate effect by giving notice in writing at any time prior to the date falling on the Business Day immediately preceding the Effective Date (the “**Relevant Date**”), subject to the prior consultation with the SIC, and the SIC giving its approval for, or stating that it has no objection to, such termination:

- 8.1.1 Court Order:** by either the FLT Trustee and the FLT Manager or the FCOT Trustee and the FCOT Manager, if any court of competent jurisdiction or Governmental Agency¹⁶ has issued an order, decree or ruling or taken any other action permanently enjoining, restraining or otherwise prohibiting the Trust Scheme, the Merger or any part thereof, or has refused to do anything necessary to permit the

¹⁶ “**Governmental Agency**” means any foreign or Singaporean supranational, national, federal, state, provincial, municipal, government or governmental, semi-governmental, administrative, regulatory, fiscal or judicial agency, authority, body, commission, department, exchange, tribunal or entity.

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

Trust Scheme, the Merger or any part thereof, and such order, decree, ruling, other action or refusal shall have become final and non-appealable;

8.1.2 Breach: by either:

- (i) the FLT Trustee and the FLT Manager, if any of the FCOT Trustee or the FCOT Manager (A) is in breach of the representations and warranties of the FCOT Trustee and the FCOT Manager set out in the Implementation Agreement which are material in the context of the Trust Scheme, and such defaulting party fails to remedy such breach (if capable of remedy) within 14 days after being given notice by either of the FLT Trustee and the FLT Manager to do so; or (B) fails to perform and comply 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 them, on or prior to the Relevant Date and which are material in the context of the Trust Scheme; or
- (ii) the FCOT Trustee and the FCOT Manager, if either the FLT Trustee or the FLT Manager (A) is in breach of the representations and warranties of the FLT Trustee and the FLT Manager set out in the Implementation Agreement which are material in the context of the Trust Scheme, and such defaulting party fails to remedy such breach (if capable of remedy) within 14 days after being given notice by any of the FCOT Trustee or the FCOT Manager to do so; or (B) fails to perform and comply 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 them, on or prior to the Relevant Date and which are material in the context of the Trust Scheme;

8.1.3 FCOT Unitholders’ Approvals: by either the FLT Trustee and the FLT Manager or the FCOT Trustee and the FCOT Manager, if the resolutions submitted to (i) the Extraordinary General Meeting for the Trust Deed Amendments or (ii) the Trust Scheme Meeting for the Trust Scheme, are not approved (without amendment) by the requisite majorities;

8.1.4 FLT Unitholders’ Approval: by either the FCOT Trustee and the FCOT Manager or the FLT Trustee and the FLT Manager, if the resolution(s) submitted to the general meeting of the FLT Unitholders for the Merger are not approved (without amendment) by the requisite majority; or

8.1.5 Competing Offer: by either the FCOT Trustee and the FCOT Manager or the FLT Trustee and the FLT Manager if a Competing Offer in respect of FCOT or FLT becomes or is declared unconditional in all respects (or its equivalent) and/or is completed, save in respect of any Competing Offer effected with the prior written consent of the FCOT Trustee and the FCOT Manager (in the case of a Competing Offer in respect of FLT) or the FLT Trustee and the FLT Manager (in the case of a Competing Offer in respect of FCOT).

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

8.2 Non-fulfilment of Scheme Conditions

In the event:

- 8.2.1** any of the conditions precedent set out in paragraphs 2.10(a)(i) to 2.10(a)(vii) of the Letter to FCOT Unitholders is not satisfied (or, where applicable, has not been waived), or if the Trust Scheme has not become effective on or before 11.59 p.m. on the Long-Stop Date, any Party may immediately terminate the Implementation Agreement, the Merger and the Trust Scheme by notice in writing to the other Parties;
- 8.2.2** any of the conditions precedent set out in paragraphs 2.10(a)(viii) (in relation to any Prescribed Occurrences relating to any FCOT Group Entity as set out in Appendix P to the Scheme Document), 2.10(a)(ix), 2.10(a)(xi) and 2.10(a)(xii) (in relation to any Material Adverse Effect in respect of the FCOT Group) of the Letter to FCOT Unitholders is not satisfied (or, if applicable, waived), on or before 11.59 p.m. on the Long-Stop Date, the FLT Trustee and the FLT Manager may immediately terminate the Implementation Agreement, the Merger and the Trust Scheme by notice in writing to the FCOT Trustee and the FCOT Manager; or
- 8.2.3** any of the conditions precedent set out in paragraphs 2.10(a)(viii) (in relation to any Prescribed Occurrences relating to any FLT Group Entity as set out in Appendix P to the Scheme Document), 2.10(a)(x) and 2.10(a)(xii) (in relation to any Material Adverse Effect in respect of the FLT Group) of the Letter to FCOT Unitholders, is not satisfied (or, if applicable, waived), on or before 11.59 p.m. on the Long-Stop Date, the FCOT Trustee and the FCOT Manager may immediately terminate the Implementation Agreement, the Merger and the Trust Scheme by notice in writing to the FLT Trustee and the FLT Manager,

in each case, provided that: (i) the non-fulfilment of any conditions precedent is material in the context of the Merger and/or the Trust Scheme, (ii) prior consultation with the SIC has been conducted, and (iii) the SIC has given its approval for, and stated that it has no objection to, such termination.

8.3 Consultation with Other Party. In the event any 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 Parties.

8.4 Effect of Termination. Upon the termination of the Implementation Agreement by either (i) the FLT Trustee and the FLT Manager or (ii) the FCOT Trustee and the FCOT Manager in accordance with its terms, no Party shall have a claim against any other Party, except in relation to certain surviving provisions such as those relating to, amongst others, confidentiality, costs and expenses and governing law.

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

9. DELISTING

- 9.1 Following the Trust Scheme becoming effective in accordance with its terms, FCOT will become wholly-owned by the FLT Trustee and will, subject to the approval of the SGX-ST, be delisted and removed from the Official List of the SGX-ST.
- 9.2 As stated in the Letter to FCOT Unitholders, an application was made by the FCOT Manager on behalf of FCOT to seek approval from the SGX-ST to delist and remove FCOT from the Official List of the SGX-ST upon the Trust Scheme becoming effective and binding in accordance with its terms. The SGX-ST has, on 6 January 2020, advised that it has no objection to the delisting of FCOT from the Official List of the SGX-ST subject to the Trust Scheme becoming effective.

The above decision of the SGX-ST is not to be taken as an indication of the merits of the Trust Scheme, the delisting and removal of FCOT from the Official List of the SGX-ST, FCOT, the FCOT Manager, their subsidiaries and/or their securities

10. DISCLOSURE OF INTERESTS

- 10.1 **Holdings of and Dealings in FCOT Units.** As at the Latest Practicable Date, save as disclosed in paragraph 1 of Schedule H to this Offeror’s Letter and in the Scheme Document, none of (i) the FLT Trustee (in its capacity as trustee of FLT), (ii) the FLT Manager or its directors, and (iii) persons acting in concert with the FLT Manager in relation to the Merger (collectively, the “**FLT Concert Party Group**”):

10.1.1 owns, controls or has agreed (other than pursuant to the Implementation Agreement) to acquire any (i) FCOT Units; (ii) securities which carry voting rights in FCOT; and (iii) convertible securities, warrants, options or derivatives in respect of such FCOT Units or securities which carry voting rights in FCOT (collectively, the “**FCOT Securities**”); and

10.1.2 has dealt for value in the FCOT Securities during the period commencing three months prior to the Joint Announcement Date and ending on the Latest Practicable Date (the “**Relevant Period**”).

- 10.2 **Holdings of and Dealings in FLT Units.** As at the Latest Practicable Date, save as disclosed in paragraph 2 of Schedule H to this Offeror’s Letter and in the Scheme Document, none of the members of the FLT Concert Party Group:

10.2.1 owns, controls or has agreed (other than pursuant to the Implementation Agreement) to acquire any (i) FLT Units; (ii) securities which carry voting rights in FLT; and (iii) convertible securities, warrants, options or derivatives in respect of such FLT Units or securities which carry voting rights in FLT (collectively, the “**FLT Securities**”); and

10.2.2 has dealt for value in the FLT Securities during the Relevant Period.

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

10.3 Other Arrangements. As at the Latest Practicable Date, save as disclosed in Schedule J to this Offeror’s Letter and in the Scheme Document:

10.3.1 no person has given any irrevocable undertaking to any member of the FLT Concert Party Group to vote in favour of or against the Trust Scheme at the Trust Scheme Meeting; and

10.3.2 none of the members of the FLT Concert Party Group has (i) granted a security interest over any FCOT Securities to another person, whether through a charge, pledge or otherwise; (ii) borrowed from another person any FCOT Securities (excluding borrowed securities which have been on-lent or on-sold); or (iii) lent to another person any FCOT Securities.

Upon the Trust Scheme becoming effective in accordance with its terms, the FLT Manager will hold and control all the voting rights in FCOT.

11. OVERSEAS UNITHOLDERS

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

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

11.2 Copies of Scheme Document. Where there are potential restrictions on sending the Scheme Document to any overseas jurisdiction, the FLT Manager and the FCOT Manager reserve the right not to send such documents to the FCOT Unitholders in such overseas jurisdiction.

FCOT Unitholders (including Overseas FCOT Unitholders) may obtain copies of the Scheme Document and any related documents during normal business hours and up to the date of the Extraordinary General Meeting and the Trust Scheme Meeting from Boardroom Corporate & Advisory Services Pte. Ltd. (the “**Unit Registrar**”) at 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623. Alternatively, an Overseas FCOT Unitholder may write in to the Unit Registrar at the same address to request for the Scheme Document and any related documents to be sent to an address in Singapore by ordinary post at his own risk, up to three Market Days prior to the date of the Extraordinary General Meeting and the Trust Scheme Meeting.

For the avoidance of doubt, the Merger and the Trust Scheme are being proposed to all the FCOT Unitholders (including the Overseas FCOT 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 Trust Scheme is not being proposed in any jurisdiction in which the introduction or implementation of the Trust Scheme would not be in compliance with the laws of such jurisdiction.

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

It is the responsibility of any Overseas FCOT Unitholder who wishes to request for the Scheme Document and any related documents or participate in the Trust Scheme to satisfy himself as to the full observance of the laws of the relevant jurisdiction in that connection, including the obtaining of any governmental or other consent which may be required, and compliance with all necessary formalities or legal requirements. In requesting for the Scheme Document and any related documents or participating in the Trust Scheme, the Overseas FCOT Unitholder represents and warrants to the FLT Manager and the FCOT Manager that he is in full observance of the laws of the relevant jurisdiction in that connection, and that he is in full compliance with all necessary formalities or legal requirements. If any Overseas FCOT Unitholder is in any doubt about his position, he should consult his professional adviser in the relevant jurisdiction.

- 11.3 Notice.** The FLT Manager and the FCOT Manager each reserves the right to notify any matter, including the fact that the Merger and the Trust Scheme have been proposed, to any or all FCOT Unitholders (including Overseas FCOT Unitholders) by announcement to the SGX-ST or paid advertisement in a daily newspaper published and circulated in Singapore, in which case such notice shall be deemed to have been sufficiently given notwithstanding any failure by any FCOT Unitholder (including any Overseas FCOT Unitholder) to receive or see such announcement or advertisement. For the avoidance of doubt, for as long as FCOT remains listed on the SGX-ST, the FCOT Manager will continue to notify all FCOT Unitholders (including Overseas FCOT Unitholders) of any matter relating to the Merger and the Trust Scheme by announcement via SGXNET.

Notwithstanding that such Overseas FCOT Unitholder may not receive the notice of the Extraordinary General Meeting or the Trust Scheme Meeting, they shall be bound by the Trust Scheme if the Trust Scheme becomes effective.

12. TAX

FCOT Unitholders should consult their own tax advisers on the possible tax implications (if any) of the Merger and the Trust Scheme or any other transactions contemplated by this Offeror’s Letter. Depending on the individual circumstances of each FCOT Unitholder, including his, her or its tax residence and the size of his, her or its holdings in FCOT, he, she or it may realise or be deemed under applicable tax laws, regulations and rules to realise a gain or loss arising from the Merger or the Trust Scheme or any other transactions contemplated by this Offeror’s Letter which is taxable or, as the case may be, not permitted to be deductible in any applicable jurisdiction.

13. SETTLEMENT AND REGISTRATION

Paragraph 11 of the Letter to FCOT Unitholders sets out details of the procedures for the implementation of the Trust Scheme and settlement and registration procedures.

14. FINANCIAL ADVISER AND CONFIRMATION OF FINANCIAL RESOURCES

BofA Securities is the sole financial adviser to the FLT Manager in respect of the Merger and the Trust Scheme (the “**FLT Financial Adviser**”).

The FLT Financial Adviser confirms that sufficient financial resources are available to FLT to satisfy in full the aggregate Cash Consideration payable by the FLT Trustee for all the FCOT Units to be acquired by the FLT Trustee pursuant to the Trust Scheme.

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

15. RESPONSIBILITY STATEMENT

The directors of the FLT Manager (including those who may have delegated detailed supervision of this Offeror’s Letter) have taken all reasonable care to ensure that the facts stated and opinions expressed in this Offeror’s Letter which relate to FLT and/or the FLT Manager (excluding information relating to FCOT and/or the FCOT Manager) are fair and accurate and that there are no other material facts not contained in this Offeror’s Letter, the omission of which would make any statement in this Offeror’s Letter misleading. The directors of the FLT 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 FCOT and/or the FCOT Manager, the sole responsibility of the directors of the FLT Manager has been to ensure through reasonable enquiries that such information is accurately extracted from such sources or, as the case may be, reflected or reproduced in this Offeror’s Letter. The directors of the FLT Manager do not accept any responsibility for any information relating to FCOT and/or the FCOT Manager or any opinion expressed by FCOT and/or the FCOT Manager.

Yours faithfully

For and on behalf of

Frasers Logistics & Industrial Asset Management Pte. Ltd.

(as manager of Frasers Logistics & Industrial Trust)

Ho Hon Cheong

Chairman and Independent Non-Executive Director

14 February 2020

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

SCHEDULE A

ADDITIONAL INFORMATION ON FLT

1. DIRECTORS OF THE FLT MANAGER

The names, addresses and designations of the directors of the FLT Manager as at the Latest Practicable Date are as follows:

Name	Address	Designation
Mr Ho Hon Cheong	c/o 438 Alexandra Road, #21-00, Alexandra Point, Singapore 119958	Chairman, Independent and Non-Executive Director
Mr Goh Yong Chian	c/o 438 Alexandra Road, #21-00, Alexandra Point, Singapore 119958	Independent and Non-Executive Director
Mr Paul Gilbert Say	c/o 438 Alexandra Road, #21-00, Alexandra Point, Singapore 119958	Independent and Non-Executive Director
Mr Panote Sirivadhanabhakdi	c/o 438 Alexandra Road, #21-00, Alexandra Point, Singapore 119958	Non-Executive Director
Mr Chia Khong Shoong	c/o 438 Alexandra Road, #21-00, Alexandra Point, Singapore 119958	Non-Executive Director
Mr Rodney Vaughan Fehring	c/o 438 Alexandra Road, #21-00, Alexandra Point, Singapore 119958	Non-Executive Director

2. CAPITAL STRUCTURE

2.1 Equity Capital

As at the Latest Practicable Date, there is one class of units held by the FLT Unitholders, namely the FLT Units. As at the Latest Practicable Date:

2.1.1 there are 2,258,877,908 FLT Units in issue. For the avoidance of doubt, the total number of FLT Units may change after the Latest Practicable Date if new FLT Units are issued to the FLT Manager or the HAUT Manager¹⁷ as part payment of their respective management fees due to them every quarter; and

2.1.2 9,984,463 FLT Units have been issued since 30 September 2019, being the end of the last financial year of FLT.

¹⁷ The HAUT Manager is the investment manager of FLT Australia Trust (the “HAUT”), a head Australian trust which is wholly-owned by FLT. Under the investment management agreement dated 27 May 2016 (as amended from time to time) (the “IMA”) entered into between the FLT Manager, the HAUT Manager and the trustee of the HAUT, the HAUT Manager has the option to elect to receive its management fees in cash, units or combination of both. For the avoidance of doubt, there is no double-counting between the fees paid to the FLT Manager and the HAUT Manager. Where management fees are payable to the HAUT Manager under the IMA, the corresponding fees payable to the FLT Manager are accordingly reduced.

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

All FLT Units in issue immediately following the Trust Scheme (including the Consideration Units) will (i) have identical rights in all respects and will rank *pari passu* with one another, and (ii) be fully-paid up or credited as paid-up.

2.2 FLT Trust Deed

The FLT Trust Deed does not contain any restrictions on the right to transfer the FLT Units in connection with the Merger or the Trust Scheme, save for the Unit Ownership Limit as further described below. The rights, privileges and transfer restrictions attaching to the FLT Units are set out in the FLT Trust Deed. Extracts of the FLT Trust Deed relating to the rights of holders of the FLT Units in respect of capital, dividends, voting and the Unit Ownership Limit are set out in Schedule B to this Offeror’s Letter.

Under the Unit Ownership Limit, FLT Unitholders are prohibited from directly or indirectly owning in excess of 9.9% of the outstanding FLT Units (or such other applicable limits on unitholdings under the Australian Taxation Act which would be necessary for the HAUT to qualify as a “managed investment trust” (“MIT”)). This limitation is to ensure that the HAUT or such other trusts acquired or established by FLT in Australia continue to qualify as a MIT, where such Australian trust would otherwise qualify as a MIT. Absent any exemption or waiver from the Unit Ownership Limit (which can be granted by the FLT Manager if such ownership would not impact the MIT qualification of the HAUT or such other trusts acquired or established by FLT in Australia, where such Australian trust would otherwise qualify as a MIT) or save in the situation where the Take-Over Exception¹⁸ applies, FLT Units acquired or held in excess of the Unit Ownership Limit will be subject to a forfeiture mechanism, where FLT Units held directly or indirectly by any person in excess of the Unit Ownership Limit (the “**Excess FLT Units**”) will be automatically forfeited (“**Forfeiture Mechanism**”) and held by the trustee appointed to perform the functions required for purposes of the Forfeiture Mechanism (the “**Forfeiture Trustee**”),¹⁹ and the FLT Unitholder’s rights to distributions in respect of such Excess FLT Units and to vote would terminate.

The Forfeiture Trustee will arrange for the sale of the Excess FLT Units pursuant to the terms of the Forfeiture Mechanism. The FLT Unitholder from whom the Excess FLT Units were forfeited shall receive the lesser of: (i) the market price of the FLT Units on the day of the Excess FLT Units are deemed to be forfeited; and (ii) the proceeds received by the Forfeiture Trustee from the sale or other disposition of the forfeited Excess FLT Units, in each case net of any commissions and expenses, including the costs and expenses of the Forfeiture Trustee and less distributions received by the FLT Unitholder in respect of such forfeited Excess FLT Units prior to the disposal of the forfeited Excess FLT Units which are owed by the FLT Unitholder to the Forfeiture Trustee.

Notwithstanding the Take-Over Exception, this limitation on ownership of FLT Units could delay, discourage or, as the case may be, prevent a transfer of FLT Units or the ability of an investor to acquire control of or take-over FLT and, as a result, may adversely affect the ability of FLT Unitholders to realise any potential change of control premium.

¹⁸ A general offer for FLT Units in accordance with Rule 14 or Rule 15, as the case may be, of the Takeover Code that becomes or is declared unconditional in all respects or a scheme of arrangement or trust scheme in relation to FLT Units in accordance with the Take-Over Code that becomes effective in accordance with its terms will not be subject to the Forfeiture Mechanism (the “**Take-over Exception**”).

¹⁹ DBS Trustee Limited has been appointed as the Forfeiture Trustee.

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

For the avoidance of doubt, the Forfeiture Mechanism is effective automatically, whether or not the FLT Manager is aware of the change in ownership or aware of the fact that the Unit Ownership Limit has been breached and without any requirement for notice by the FLT Manager. That is, the FLT Unitholder will be deemed to have held the forfeited Excess FLT Units on trust for the Forfeiture Trustee from the date of forfeiture until the forfeited Excess FLT Units are legally transferred to the Forfeiture Trustee.

2.3 Changes to Capital of FLT

During the three financial years preceding the Latest Practicable Date, the material changes to the issued capital of FLT are as follows:

- 2.3.1** on 6 July 2017, the FLT Manager issued 78,000,000 new FLT Units at an issue price of S\$1.01 for each new FLT Unit pursuant to a private placement announced on 27 June 2017, 28 June 2017 and 3 July 2017;
- 2.3.2** on 21 May 2018, the FLT Manager issued 333,199,000 new FLT Units at an issue price of S\$0.987 for each new FLT Unit pursuant to a private placement announced on 9 May 2018 and 10 May 2018;
- 2.3.3** on 11 June 2018, the FLT Manager issued 152,153,437 new FLT Units at an issue price of S\$0.967 for each new FLT Unit pursuant to a preferential offering announced on 9 May 2018 and 10 May 2018;
- 2.3.4** on 8 August 2019, the FLT Manager issued 220,000,000 new FLT Units at an issue price of S\$1.173 for each new FLT Unit pursuant to a private placement announced on 30 July 2019, 31 July 2019 and 6 August 2019; and
- 2.3.5** in addition, during the three financial years preceding the Latest Practicable Date, an aggregate of 26,996,710 new FLT Units have been issued to a wholly-owned subsidiary of the Sponsor nominated by the FLT Manager, as payment of management and acquisition fees to the FLT Manager.
- 2.3.6** in addition, during the three financial years preceding the Latest Practicable Date, an aggregate of 13,394,298 new FLT Units have been issued to a wholly-owned subsidiary of the Sponsor nominated by the FLT Manager, as payment of management and acquisition fees to the HAUT Manager.

Save as disclosed above and in any other information which is publicly available (including, without limitation, the announcements released by the FLT Manager, on behalf of FLT, on SGXNET), FLT has not undergone any re-organisation of capital during the three financial years preceding the Latest Practicable Date.

2.4 Convertible Instruments

As at the Latest Practicable Date, there are no outstanding instruments convertible into, rights to subscribe for, and options in respect of FLT Units which carry voting rights affecting the FLT Units.

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

3. INDEBTEDNESS

As at the Latest Practicable Date:

- 3.1** the FLT Group has total borrowings of approximately S\$1,432.1 million, comprising approximately S\$391.8 million secured bank borrowings and approximately S\$872.9 million unsecured bank borrowings and lease liabilities of approximately S\$167.4 million²⁰;
- 3.2** FLT has on 28 October 2016 established the S\$1,000,000,000 multicurrency debt issuance programme through FLT Treasury Pte. Ltd., a wholly-owned subsidiary of the FLT Trustee. As at the Latest Practicable Date, no issuance has been made under the programme; and
- 3.3** the FLT Trustee (as borrower) will be entering into a facility agreement with DBS Bank Ltd. (as sustainability linked loan coordinator) and DBS Bank Ltd. (as lender), under which DBS Bank Ltd. will agree to make available a term loan facility with an aggregate principal amount of up to S\$150,000,000 which may be utilised for the purposes of the Merger.

Save as disclosed above and in any other information which is publicly available (including, without limitation, the announcements released by the FLT Manager, on behalf of FLT, on SGXNET), as at the Latest Practicable Date, FLT does not have any outstanding bank overdrafts or loans, or other similar indebtedness, mortgages, charges, guarantees or other material contingent liabilities.

4. MATERIAL LITIGATION

As at the Latest Practicable Date, save as disclosed in any information which is publicly available (including, without limitation, the announcements released by the FLT Manager, on behalf of FLT, on SGXNET):

- 4.1** FLT is not engaged in any material litigation, either as plaintiff or defendant, which may materially or adversely affect the financial position of FLT; and
- 4.2** none of the directors of the FLT Manager are aware of any litigation, claims or proceedings pending or threatened against FLT, or of any facts likely to give rise to any litigation, claims or proceedings which might materially and adversely affect the financial position of FLT.

²⁰ S\$ equivalent of the A\$ and € figures based on the exchange rates as at the Latest Practicable Date of A\$1:S\$0.9341 and €1: \$1.5219 respectively.

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

5. MATERIAL CONTRACTS WITH INTERESTED PERSONS

As at the Latest Practicable Date, save as disclosed in this Offeror’s Letter, the annual reports of FLT for the financial period from 30 November 2015 to 30 September 2017 (“**FP2017**”), the financial year ended 30 September 2018 (“**FY2018**”) and FY2019, the FLT 1Q2020 Results, any other information which is publicly available (including, without limitation, the announcements released by the FLT Manager, on behalf of FLT, on SGXNET), and other than:

- 5.1 the conditional contracts of sale entered into by the trustees of certain sub-trusts owned by the FLT Trustee and the respective vendors on 6 June 2017, in respect of four industrial properties located in Australia;
- 5.2 the development agreements entered into by the trustees of certain sub-trusts owned by the FLT Trustee and the respective developers on 6 June 2017, in respect of three industrial properties located in Australia;
- 5.3 the conditional share purchase agreement entered into by FLT Europe Pte. Ltd., a wholly-owned subsidiary of the FLT Trustee, and Frasers Property Investments (Holland) B.V. on 19 April 2018, in respect of the interests in 21 industrial properties located in Germany and the Netherlands;
- 5.4 the conditional contracts of sale entered into by the trustees of certain sub-trusts owned by the FLT Trustee and the respective vendors on 31 August 2018, in respect of two industrial properties located in Australia;
- 5.5 the share purchase agreement entered into by FLT Europe B.V. (“**FLT Europe**”), a wholly-owned subsidiary of the FLT Trustee, and Frasers Property Investments (Europe) B.V. (“**FPIE**”) on 31 October 2018, in respect of the interests in one logistics property located in the Netherlands;
- 5.6 the conditional share purchase agreement entered into by FLT Europe, a wholly-owned subsidiary of the FLT Trustee, and FPIE, FPE Investments RE11 B.V. and FPE Investments RE12 B.V. (collectively, the “**German Vendors**”) on 2 July 2019, in respect of the interests in nine logistics properties located in Germany;
- 5.7 the conditional asset and sale purchase agreements entered into by the trustees of certain sub-trusts owned by the FLT Trustee and Australand C&I Land Holdings Pty Ltd as trustee of the Australand C&I Land Holdings (Eastern Creek Stage 4 No. 1) Trust, Australand Property Holdings Pty Limited as trustee of FPT (Keysborough No. 6) Trust and Australand C&I Land Holdings Pty Ltd (collectively, the “**Australian Vendors**”), in respect of three logistics properties located in Australia;
- 5.8 the incentive reimbursement deeds entered into by FLT Europe or the relevant Sub-Trust Trustees (as the case may be) and the respective vendors, in respect of the reimbursement by the vendors of certain rental incentives;
- 5.9 the rental support deed entered into by FLT Queensland No. 4 and Frasers Property AHL Limited (“**FPAHL**”), in respect of rental support by FPAHL in relation to one of the New Australian Properties;

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

5.10 the deed of indemnity entered into by FLT Europe and FPIE on 2 July 2019, in respect of an indemnity by FPIE against certain claims for taxation; and

5.11 the conditional share purchase agreement entered into by FLT Europe Pte. Ltd. and Frasers Property Holdco (Jersey) Limited, a wholly-owned subsidiary of the Sponsor, in respect of a 50 per cent interest in the Target Property,

there are no material contracts entered into between FLT and an interested person (within the meaning of Note 1 on Rule 23.12 of the Code), not being a contract entered into in the ordinary course of business carried on or intended to be carried on by FLT, not more than three years before the Latest Practicable Date.

6. FINANCIAL INFORMATION

6.1 Financial Information of FLT

Set out below is certain financial information extracted from the annual reports of FLT for FP2017, FY2018 and FY2019 as well as the FLT 1Q2020 Results. Such financial information should be read in conjunction with the relevant financial statements and the accompanying notes as set out therein.

(A\$)	FP2017	FY2018	FY2019	1Q2020
Revenue (A\$ '000)	206,111	195,766	240,758	64,404
Exceptional items	N/A ⁽¹⁾	N/A	N/A	N/A
Total return before tax (A\$ '000)	126,507	213,995	272,434	39,310
Total return (A\$ '000)	101,627	179,634	227,904	33,820
Non-controlling interests (A\$ '000)	–	906	2,287	363
Earnings per FLT Unit – basic (Australian cents)	7.04	10.57	10.96	1.48
Distribution per FLT Unit (Australian cents)	8.84	6.94	7.27	1.83

Note:

(1) Not applicable.

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

(S\$ equivalent)	FP2017 ⁽¹⁾	FY2018 ⁽²⁾	FY2019 ⁽³⁾	1Q2020 ⁽⁴⁾
Revenue (S\$ '000)	219,220	193,378	224,073	60,817
Exceptional items	N/A ⁽⁵⁾	N/A	N/A	N/A
Total return before tax (S\$ '000)	134,553	211,384	253,554	37,120
Total return (S\$ '000)	108,090	177,442	212,110	31,936
Non-controlling interests (S\$ '000)	–	895	2,129	343
Earnings per FLT Unit – basic (Singapore cents)	7.49	10.44	10.20	1.40
Distribution per FLT Unit (Singapore cents)	8.85	7.19	7.00	1.74

Notes:

- (1) S\$ equivalent of the A\$ figures translated based on the exchange rate as at 30 September 2017 of A\$1: S\$1.0636.
- (2) S\$ equivalent of the A\$ figures translated based on the exchange rate as at 30 September 2018 of A\$1: S\$0.9878.
- (3) S\$ equivalent of the A\$ figures translated based on the exchange rate as at 30 September 2019 of A\$1: S\$0.9307.
- (4) S\$ equivalent of the A\$ figures translated based on the exchange rate as at 31 December 2019 of A\$1: S\$0.9443.
- (5) Not applicable.

The unaudited statement of financial position of FLT as at 31 December 2019 and the audited statement of financial position of FLT as at 30 September 2019 are set out in Schedule C to this Offeror’s Letter. Copies of the annual reports of FLT for FY2017, FY2018 and FY2019 and the FLT 1Q2020 Results are available for inspection at the registered office of the FLT Manager at 438 Alexandra Road, #21-00 Alexandra Point, Singapore 119958 during normal business hours from the date of this Offeror’s Letter up to the Effective Date and on the website of the SGX-ST at www.sgx.com.

6.2 Material Changes in Financial Position

Save in relation to and in connection with the Merger and the Trust Scheme (including financing the Merger and the Trust Scheme and the costs and expenses incurred or to be incurred in connection with the Merger and the Trust Scheme) and as disclosed in this Offeror’s Letter and any other information which is publicly available (including, without limitation, the announcements released by the FLT Manager, on behalf of FLT, on SGXNET), there have been no known material changes in the financial position of FLT since 30 September 2019, being the date of the last published audited consolidated financial statements of FLT.

6.3 Significant Accounting Policies

The 2019 FLT Audited Financial Statements have been prepared in accordance with the Statement of Recommended Accounting Practice “Reporting Framework for Unit Trusts” (“RAP 7”) issued by the Institute of Singapore Chartered Accountants, the applicable requirements of the Code on Collective Schemes issued by the MAS and the provisions of

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

the FLT Trust Deed. RAP 7 requires the accounting policies to generally comply with the recognition and measurement principles of Singapore Financial Reporting Standards.

The significant accounting policies for FLT are set out in the extract of the notes to the audited consolidated financial statements of FLT for FY2019, which are set out in Schedule D to this Offeror’s Letter.

6.4 Changes in Accounting Policies

There has been no change in the accounting policies of FLT which will cause the figures set out in paragraph 6.1 of this Schedule A to be not comparable to a material extent, save with respect to such changes to adopt FRS 116 *Leases* which was effective from 1 October 2019, the impact of which is described in paragraph 5 of the FLT 1Q2020 Results.

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

SCHEDULE B

FLT TRUST DEED EXTRACTS

The rights of holders of the FLT Units in respect of capital, dividends and voting are set out below:

All capitalised terms used in the following extracts shall have the same meanings given to them in the FLT Trust Deed.

I. CAPITAL AND UNIT OWNERSHIP LIMIT

“2. *Provisions as to Units, Holders and Statements of Holdings*

2.1 *No Certificates*

2.1.1 *No certificate shall be issued to Holders by either the Manager or the Trustee in respect of Units (whether Listed or Unlisted) issued to Holders. For so long as the Trust is Listed on the SGX-ST, the Manager shall, pursuant to the Depository Services Terms and Conditions, appoint the Depository as the Unit depository for the Trust, and all Units issued will be deposited with the Depository and represented by entries in the Register in the name of the Depository as the registered Holder thereof.*

2.1.2 *For so long as the Trust is Listed on the SGX-ST, the Manager or the agent appointed by the Manager shall issue to the Depository not more than 10 Business Days after the issue of Units, a confirmation note confirming the date of issue and the number of Units so issued and, if applicable, also stating that the Units are issued under a moratorium and the expiry date of such moratorium. For the purposes of this Deed, such confirmation note shall be deemed to be a certificate evidencing title to the Units issued.*

2.2 *Form of Statements of Holdings*

2.2.1 *In the event the Trust is or becomes Unlisted, the Manager or the agent appointed by the Manager shall issue to each Holder not more than one month after the allotment of Units to such Holder a confirmation note confirming such allotment. The Manager or its agent shall, for so long as the Trust is Unlisted, issue to each Holder on a calendar quarterly basis (or such other period as may be agreed between the Manager and the Trustee) a statement of holdings (the “**Statement of Holdings**”). A Statement of Holdings shall be dated and shall specify the number of Units held by each Holder in respect of the preceding quarter (or such other relevant period) and the transactions in respect of such Units and shall be in such form as may from time to time be agreed between the Manager and the Trustee.*

2.2.2 *For so long as the Trust is Listed on the SGX-ST and Units are registered in the name of the Depository, the Depository shall issue to each Depositor such contract statements, confirmation notes, statements of accounts balances and statements of transactions and accounts balances, and at such intervals, as may be provided for in the Depository Services Terms and Conditions for operation of Securities Accounts.*

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

2.3 Sub-division and Consolidation of Units

The Manager may at any time, with the approval of the Trustee and on prior written notice, given by the Manager to each Holder (or (as the case may be) to each Depositor by the Manager or the Trustee delivering such notice in writing to the Depository for onward delivery to the Depositors), determine that each Unit shall be sub-divided into two or more Units or consolidated with one or more other Units and the Holders shall be bound accordingly. The Register shall be altered accordingly to reflect the new number of Units held by each Holder as a result of such sub-division or consolidation and, where applicable, the Trustee or the Manager shall cause the Depository to alter the Depository Register accordingly in respect of each Depositor’s Securities Account to reflect the new number of Units held by each Depositor as a result of such sub-division or consolidation.

2.4 Terms and Conditions of Trust Deed and Supplemental Deeds to Bind Holders

The terms and conditions of this Deed and any supplemental deed (including any amending and restating deed) shall be binding on each Holder and all persons claiming through him as if he had been party thereto and as if this Deed and any supplemental deed (including any amending and restating deed) contained covenants on the part of each Holder to observe and be bound by all the provisions hereof and an authorisation by each Holder to do all such acts and things as this Deed and any supplemental deed (including any amending and restating deed) may require the Trustee or (as the case may be) the Manager to do.

2.5 Availability of Trust Deed

A copy of this Deed and of any supplemental deed (including any amending and restating deed) for the time being in force shall be made available for a Holder’s inspection at the registered office of the Manager at all times during usual Business Hours and shall be supplied by the Manager to a Holder on application at a charge not exceeding S\$10 per copy.

2.6 Units to be Held Free from Equities

A Holder entered in the Register as the registered holder of Units or (as the case may be) a Depositor whose name is entered in the Depository Register in respect of Units registered to him, shall be the only person entitled to be recognised by the Trustee or by the Manager as having any right, title or interest in or to the Units registered in his name and the Trustee and the Manager may recognise such Holder or (as the case may be) such Depositor as absolute owner thereof and shall not be bound by any notice to the contrary and shall also not be bound to take notice of or to see to the execution of any trust, express, implied or constructive, save as herein expressly provided or save as required by some court of competent jurisdiction to recognise any trust or equity or other interest affecting the title to any Units. Save as provided in this Deed, no notice of any trust, express, implied or constructive, shall be entered on the Register or the Depository Register.

2.7 Rights attached to Units

The rights attached to Units issued upon special conditions shall be clearly defined in this Deed. Without prejudice to any special right previously conferred on the Holders of any existing Units or Class of Units but subject to the Relevant Laws, Regulations and Guidelines and this Deed, any Units may be issued by the Manager and any such Units may be issued with such preferred, deferred, subordinated or other special rights or restrictions, whether with regard to distributions, voting or otherwise as the Manager may determine.

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

2.8 Variation of Rights

2.8.1 *Whenever the Units of the Trust are divided into different Classes of Units, subject to the provisions of the Relevant Laws, Regulations and Guidelines, preference Units, other than redeemable preference Units, may be repaid and the special rights attached to any Class may be varied or abrogated either with the consent in writing of the Holders of three-quarters of the issued Units of the Class or with the sanction of an Extraordinary Resolution at a separate meeting of the Holders of the Units of the Class (but not otherwise) and may be so repaid, varied or abrogated either whilst the Trust is a going concern or during or in contemplation of a winding-up. To every such meeting of Holders, all the provisions of this Deed relating to meetings of Holders (including, but not limited to the provisions of Schedule 1) shall mutatis mutandis apply, except that the necessary quorum shall be two persons holding or representing by proxy at least one-third of the issued Units of the Class and that any Holder of Units of the Class present in person or by proxy may demand a poll and that every such Holder shall on a poll have one vote for every Unit of the Class held by him, provided that in the event there is only one Holder in respect of the Units of that Class, the necessary quorum shall be that sole Holder and PROVIDED ALWAYS that where the necessary majority for such an Extraordinary Resolution is not obtained at such meeting of Holders, consent in writing if obtained from the holders of three-quarters of the issued Units of the Class concerned within two months of such meeting of Holders shall be as valid and effectual as an Extraordinary Resolution at such meeting of Holders. This Clause 2.8 shall apply to the variation or abrogation of the special rights attached to some only of the Units of any Class as if each group of Units of the Class differently treated formed a separate Class the special rights whereof are to be varied.*

2.8.2 *The rights conferred upon the Holders of the Units of any Class issued with preferred, deferred, subordinated or other rights shall not, unless otherwise expressly provided by the terms of issue of the Units of that Class or by this Deed as are in force at the time of such issue, be deemed to be varied by the creation or issue of further Units ranking equally therewith.*

2.9 Rights of Manager in Respect of Units Not Registered

For so long as the Trust is Unlisted, the Manager shall be treated for all the purposes of this Deed as the Holder of each Unit during such times as there shall be no other person registered or entitled to be registered as the Holder and any such Unit shall be deemed to be in issue. Nothing herein contained shall prevent the Manager from becoming registered as the Holder of Units.

2.10 Restrictions on Directions

The Holders shall not give any directions to the Manager or the Trustee (whether at a meeting of Holders convened pursuant to Clause 30 or otherwise) and if such directions are given, the Manager and/or the Trustee shall be entitled to disregard such instructions if it would require the Manager or the Trustee to do or omit from doing anything which may result in:

2.10.1 *the Trust, the Manager or the Trustee, as the case may be, ceasing to comply with the Listing Rules or, if applicable, the listing rules of the relevant Recognised Stock Exchange on or after the Listing Date or such other Relevant Laws, Regulations and Guidelines; or*

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

2.10.2 *the exercise of any discretion expressly conferred on the Trustee or the Manager by this Deed or the determination of any matter which under this Deed requires the agreement of either or both of the Trustee and the Manager; PROVIDED THAT nothing in this Clause 2.10.2 shall limit the right of a Holder to require the due administration of the Trust in accordance with this Deed.*

2.11 Restriction on Ownership and Transfer of Units

This Clause 2.11 shall only apply for so long as the Trust is Listed.

2.11.1 Definitions

For the purposes of this Clause 2.11, the following terms shall have the following meanings:

“Australian Special Purpose Vehicle” means any Special Purpose Vehicle of the Trust, incorporated or otherwise constituted, in Australia, including any head Australian trust or sub-trust(s);

“Australian Taxation Act” means, the Taxation Administration Act 1953 (Cth), the Income Tax Assessment Act 1936 (Cth), the Income Tax Assessment Act 1997 (Cth) and regulations thereunder, as applicable;

“Excepted Holder” means a Holder for whom an Excepted Holder Limit is created by the Manager pursuant to Clause 2.11.2(vii);

“Excepted Holder Limit” means, provided that the affected Excepted Holder agrees to comply with the requirements established by the Manager pursuant to Clause 2.11.2(vii), the percentage limit established by the Manager pursuant to Clause 2.11.2(vii), which percentage will be subject to adjustment pursuant to Clause 2.11.2(vii);

“FIRB Approval” means the receipt of a no objections notification from the Australian Treasurer under the Australian Foreign Acquisitions and Takeovers Act 1975 with respect to an investment in the Units;

“Foreign Resident Individual” means an individual who is not tax resident in Australia;

“Forfeiture Costs and Expenses” means the costs and expenses reasonably incurred by the Trustee and Manager in connection with conducting their duties and satisfying their obligations pursuant to this Clause 2.11, including, without limitation, the fees, costs and expenses of the Forfeiture Trustee and any costs imposed by the Depository in respect of the transfer of the Forfeited Units;

“Forfeiture Mechanism” means the forfeiture of such number of Units, the direct ownership or indirect ownership through any one or more Holders which otherwise would cause such Person to violate Clauses 2.11.2(i)(a)(I) or (II), to be held by the Forfeiture Trustee (or held on trust for the Forfeiture Trustee by such Prohibited Owner from whom the Forfeited Units are forfeited, prior to the legal transfer of the Forfeited Units to the Forfeiture Trustee) on trust and for the benefit of one or more charitable, philanthropic or benevolent organisation(s) nominated by the Manager;

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

“Forfeiture Trustee” means, one or more trustee(s) appointed by the Trustee (on the recommendation of the Manager) to perform the functions as required by this Clause 2.11 as trustee of the Forfeited Units;

“Forfeited Units” means Units which have been automatically forfeited pursuant to the Forfeiture Mechanism;

“MIT” means a managed investment trust as defined under the Australian Taxation Act;

“MIT Participation Interests” means, in respect of a Person, the greater of (a) his holdings in Units, or the right to acquire, interests representing a percentage of the value of the interests in the Trust; or (b) his control of, or the ability to control, a percentage of the rights attaching to membership interests in the Trust; or (c) his right to receive a percentage of any distribution of income that the Trust may make;

“Non-Transfer Event” means any event or other changes in circumstances other than a purported Transfer, including, without limitation, any change in the value of any Units and any redemption of any Units;

“Person” means a person as defined in this Deed and also (to the extent not included in such definition) any estate, trust (inter vivos or testamentary), portion of a trust permanently set aside for or to be used exclusively for a charitable purpose, estate of a deceased, insane or incompetent individual, association, private foundation, trust company, land trust, business trust, statutory trust, real estate investment trust, and any group to which an Excepted Holder Limit applies BUT shall exclude the Depository itself and Depository Agents;

“Prohibited Owner” means the Person who would have been the record or actual holder or owner of the Forfeited Units but for the operation of the Forfeiture Mechanism, and whose holding of such Forfeited Units would have resulted in any Person having MIT Participation Interests in excess of the restrictions set out in Clauses 2.11.2(i)(a)(I) or (II);

“Restriction Termination Date” means the first day on which the Manager determines that maintaining the restrictions and limitations on MIT Participation Interests and Transfers of Units set forth herein is no longer in the best interest of the Trust;

“Take-over Code” means the Singapore Code on Take-overs and Mergers;

“Take-Over Exception” means the exception from the Forfeiture Mechanism as set out in Clause 2.11.2(vii)(d);

“Transfer” means any issuance, sale, transfer, gift, assignment, devise or other disposition, as well as any other event that causes any Person to acquire ownership of Units or MIT Participation Interests in the Units, or any agreement to take any such actions or cause any such events, including, without limitation, (a) the granting or exercise of any option (or any disposition of any option) or entering into any agreement for the sale, transfer or other disposition of Units or MIT Participation Interests in the Units, (b) any disposition of any securities or rights convertible into or exchangeable for Units or any interest in Units or any exercise

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

of any such conversion or exchange right, and (c) transfers of interests in other entities that result in changes in MIT Participation Interests in the Units; in each case, whether voluntary or involuntary, whether owned of record or beneficially owned and whether by operation of law or otherwise. The terms “**Transferring**” and “**Transferred**” shall have the correlative meanings;

“**Unit Ownership Limit**” means 9.9 per cent. or such other applicable limits on unitholdings under the Australian Taxation Act which would be necessary for the qualification of the Trust or any Australian Special Purpose Vehicle(s) as a MIT to the extent that the Trust or such Australian Special Purpose Vehicle(s) is/are intended to so qualify (or such other amount designated by the Manager pursuant to Clause 2.11.2(viii) in the aggregate or with respect to any class or series of Units) (i) in value of the aggregate of the outstanding Units or (ii) in value or number of Units, whichever is more restrictive; and

“**Waiver Agreement**” has the meaning ascribed to it in Clause 2.11.2(vii)(II).

2.11.2 Restrictions on Ownership

(i) Ownership Limitations

Prior to the Restriction Termination Date, but subject to Clause 2.11.4:

(a) Basic Restrictions

- (I) No Person other than an Excepted Holder shall have MIT Participation Interests in the Units in excess of the Unit Ownership Limit, and no Excepted Holder shall hold MIT Participation Interests in the Units in excess of the Excepted Holder Limit for such Excepted Holder.
- (II) No Person shall have MIT Participation Interests in the Units to the extent that such MIT Participation Interests would result in the Trust or any Australian Special Purpose Vehicle(s) failing to qualify as a MIT to the extent that the Trust or such Australian Special Purpose Vehicle(s) is/are intended to so qualify.

The number and value of the outstanding Units (or any class or series thereof) held by any Person shall be determined by the Manager in good faith, which determination shall be conclusive for all purposes hereof.

(b) Forfeiture Mechanism

If any Transfer or Non-Transfer Event occurs which, if effective or otherwise, would result in any Person having MIT Participation Interests in the Units which would be in violation of Clauses 2.11.2(i)(a)(I) or (II), then the number of Units, the direct ownership or indirect ownership through any one or more Holders which otherwise would cause such Person to violate Clauses 2.11.2(i)(a)(I) or (II), shall be automatically forfeited to and held by the Forfeiture Trustee (or held on trust for the Forfeiture Trustee by such Prohibited Owner from whom the Forfeited Units are forfeited, prior to the legal transfer of the Forfeited Units to the Forfeiture Trustee) on trust and for the benefit of one or more charitable, philanthropic or benevolent organisation(s) nominated by the Manager.

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

The forfeiture of the Forfeited Units pursuant to the Forfeiture Mechanism shall be effective or deemed to be effective, as the case may be, as of the close of business on the Business Day prior to the date of such Transfer or Non-Transfer Event (whether or not the Manager or the Trustee is aware of the violation of Clauses 2.11.2(i)(a)(I) or (II)), and such Person (or, in the case of Units in which such Person’s MIT Participation Interest is through one or more Holders, such Holders) shall acquire no rights in the Forfeited Units on and from the time of forfeiture.

In determining which Units are to be forfeited and held by the Forfeiture Trustee in accordance with the Forfeiture Mechanism and Clause 2.11.3, Units shall be so forfeited in such manner that minimises the aggregate value of the Forfeited Units, and to the extent not inconsistent therewith, on a pro rata basis if such Person’s MIT Participation Interest is held through more than one Holder.

Subject to the requirements of the Depository in respect of the operations of the Forfeiture Mechanism, the Manager or the Trustee (on the recommendation of the Manager) will provide any and all assistance required by the Depository to effect the forfeiture of the Forfeited Units, including instructions, written or otherwise, to the Depository to transfer the Forfeited Units from the Securities Account of such Holder holding the Forfeited Units to the Securities Account of the Forfeiture Trustee and including the provision of any indemnities required by the Depository in connection with the Forfeiture Mechanism. Transfers of the Forfeited Units to the Forfeiture Trustee shall be effected electronically through the Depository making an appropriate entry in the Depository Register in respect of the Forfeited Units that have been transferred.

For the avoidance of doubt, the Forfeiture Trustee shall also be subject to the restrictions set out in Clauses 2.11.2(i)(a)(I) or (II). Accordingly, the Trustee (on the recommendation of the Manager) shall be entitled to appoint at any time, one or more other Forfeiture Trustee(s) to hold such number of Forfeited Units in order to ensure that no one Forfeiture Trustee is in violation of Clauses 2.11.2(i)(a)(I) or (II).

(c) Units held by Frasers Centrepoint Limited

(I) Subject to Clause 2.11.2(c)(II), the Units held directly or indirectly by Frasers Centrepoint Limited, including the Units held by Australand Property Limited (as trustee of Australand Property Trust), Units issued to the Manager, the HAUT Manager, the property manager(s) in respect of the Real Estate held by the Trust, as the case may be, will not be subject to the restrictions set out in Clauses 2.11.2(i)(a)(I) or (II) and the Forfeiture Mechanism PROVIDED THAT no Foreign Resident Individual shall have MIT Participation Interests in the Units in excess of the Unit Ownership Limit and the necessary FIRB Approvals have been obtained.

(II) For so long as the Trust is Unlisted and prior to the Listing Date, Australand Property Limited, in its capacity as trustee of Australand Property Trust will not be subject to any restrictions on its unitholdings or the Forfeiture Mechanism, including the restrictions set out in Clauses 2.11.2(i)(a)(I) or (II).

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

(d) **Depository and Depository Agents not subject to the Forfeiture Mechanism**

The Depositor (being a bare trustee holding book-entry securities on behalf of its Depositors) and Depository Agents (being bare trustees holding book-entry securities deposited in its name with the Depository, on behalf of its Sub-Account Holders) are not subject to the Forfeiture Mechanism. For the avoidance of doubt, the Forfeiture Mechanism applies to Depositors who are not Depository Agents and to Sub-Account Holders as well as to any other Person with MIT Participation Interests in the Units.

(ii) **Remedies for Violation of the restrictions set out in Clauses 2.11.2(i)(a)(I) or (II)**

If the Manager at any time determines in good faith that:

- (a) a Transfer or Non-Transfer Event has taken place that results in a violation of Clauses 2.11.2(i)(a)(I) or (II); or*
- (b) a Person intends to acquire or has attempted to acquire MIT Participation Interests in any Units which would result in a violation of Clauses 2.11.2(i)(a)(I) or (II) (whether or not such violation is intended),*

the Manager and/or the Trustee (on the recommendation of the Manager) is authorised to take such action as it deems advisable to refuse to give effect to or to prevent such Transfer or Non-Transfer Event or otherwise prevent such violation, including, without limitation, causing the Trust to repurchase Units, refusing to give effect to such Transfer on the books of the Trust or instituting proceedings to enjoin such Transfer or Non-Transfer Event; PROVIDED, however, that any Transfer or attempted Transfer that would result in a violation of Clauses 2.11.2(i)(a)(I) or (II) (or Non-Transfer Event that results in a violation of Clause 2.11.2(i)(a)(I) or (II)) shall result in the forfeiture of Units pursuant to the Forfeiture Mechanism, or, if applicable, shall be void ab initio, irrespective of any action (or non-action) by the Manager and/or the Trustee, as the case may be.

(iii) **Notice on Restricted Transfer**

Any Person who:

- (a) acquires or attempts or intends to acquire MIT Participation Interests in the Units that will or may result in a violation of Clauses 2.11.2(i)(a)(I) or (II); or*
- (b) who held or would have owned Units that resulted in the forfeiture of Units pursuant to the Forfeiture Mechanism,*

shall immediately give written notice to the Manager of such event, or in the case of such a proposed or attempted transaction, give at least 15 days prior written notice, and shall provide such other information as the Manager may request in order to determine the effect, if any, of such Transfer on the qualification of the Trust or any Australian Special Purpose Vehicle(s) as a MIT.

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

(iv) **Owners Required to Provide Information**

Prior to the Restriction Termination Date:

- (a) *every Holder that holds five percent or more of the outstanding Units, upon request, shall provide in writing to the Trust the name and address of such owner and a description of the manner in which such Units are held. Each such Holder shall provide to the Trust such additional information as the Manager and/or the Trustee may request in order for the Manager to determine the effect, if any, of such unitholdings on the qualification of the Trust or any Special Purpose Vehicle(s) as a MIT and to ensure compliance with the Unit Ownership Limit; and*
- (b) *each Person who has MIT Participation Interests in the Units and each Person (including the Holder of record) who is holding Units for a beneficial owner shall provide in writing to the Trust such information as the Manager and/or the Trustee may request, in good faith, in order for the Manager to determine the qualification of the Trust or any Australian Special Purpose Vehicle(s) as a MIT and to comply with requirements of any taxing authority or governmental authority or to determine such compliance.*

(v) **Remedies Not Limited**

Nothing contained in this Clause 2.11.2 shall limit the authority of the Manager and/or the Trustee (on the recommendation of the Manager) to take such other action as it deems necessary or advisable to protect the Trust and the interests of its Holders in preserving the qualification of the Trust or any Australian Special Purpose Vehicle(s) as a MIT.

(vi) **Ambiguity**

The Manager shall have the power to determine the application of the provisions of this Clause 2.11.2 and Clause 2.11.3 and any definition contained in Clause 2.11.1, including in the case of an ambiguity in the application of any of the provisions of this Clause 2.11.2, Clause 2.11.3, or any such definition, with respect to any situation based on the facts known to it. In the event this Clause 2.11.2 or Clause 2.11.3 requires an action by the Manager and/or the Trustee and this Deed fails to provide specific guidance with respect to such action, the Manager shall have the power to determine the action to be taken so long as such action is not contrary to the provisions of Clauses 2.11.1, 2.11.2 or 2.11.3.

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

(vii) **Exceptions**

- (a) *Subject to Clause 2.11.2(i)(a)(II), the Manager may prospectively or retroactively exempt a Person from one or more of restrictions set out in Clause 2.11.2(i)(a) and establish or increase an Excepted Holder Limit for such Person and/or may prospectively or retroactively waive the provisions of Clause 2.11.2(i)(a) with respect to a Person if:*
- (I) *the Manager obtains such representations and undertakings from such Person as are reasonably necessary to ascertain that such Person’s MIT Participation Interests in such Units in excess of the Unit Ownership Limit, will not now or in the future jeopardise the ability of the Trust or any Australian Special Purpose Vehicle(s) to qualify as a MIT; and*
 - (II) *such Person agrees in writing to the Manager and Trustee that any violation or attempted violation of the representations or undertakings referred to in Clause 2.11.2(vii)(a)(I) above (or other action taken or attempted action which would impact the ability of the Trust or any Australian Special Purpose Vehicle(s) to qualify as a MIT) will result in Units being forfeited pursuant to the Forfeiture Mechanism and Clause 2.11.3 (the “**Waiver Agreement**”) UNLESS the Manager determines that it is not necessary or advisable to obtain a Waiver Agreement from such Person.*

Subject to the foregoing and fulfilment of various conditions (which include the rulings and/or opinions set out in Clause 2.11.2(vii)(b) below and such Person providing evidence that the necessary FIRB Approval(s) have been obtained) on terms and conditions reasonably satisfactory to the Manager, the Manager will generally exercise its discretion in good faith to grant an exemption or waiver or establish or increase an Excepted Holder Limit EXCEPT to the extent that the proposed MIT Participation Interest by such Person would in fact impact the ability of the Trust or any Australian Special Purpose Vehicle(s) to qualify as a MIT. The Manager shall not be required to give any reason for, and shall not under any circumstance be liable to or be responsible for any losses incurred by, any Person as a result of, any decision, declaration, or action taken or made pursuant to this Clause 2.11.2(vii).

- (b) *Prior to granting any exemption or waiver or creating any Excepted Holder Limit pursuant to this Clause 2.11.2(vii), the Manager may require a ruling from the Australian Taxation Office, or an opinion of counsel, in either case in form and substance satisfactory to the Manager, or may obtain advice from any reputable professional adviser acceptable to it, as it may deem necessary or advisable in order to determine or ensure the qualification of the Trust or any Australian Special Purpose Vehicle(s) as a MIT. Notwithstanding the receipt of any ruling or opinion, the Manager may impose such conditions or restrictions, or obtain any professional advice, as it deems appropriate in connection with granting such exemption or waiver or establishing any Excepted Holder Limit. For the avoidance of doubt, the costs of obtaining such ruling or opinions and the Manager obtaining such professional advice as it may reasonably require, shall be borne by the Person referred to in Clause 2.11.2(vii)(a) above and shall in no respect be borne by the Trust.*

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

- (c) *Subject to Clause 2.11.2(i)(a)(II), the Manager may reduce the Excepted Holder Limit for an Excepted Holder: (I) with the written consent of such Excepted Holder at any time, or (II) pursuant to the terms and conditions of the agreements and undertakings entered into with such Excepted Holder in connection with the establishment of the Excepted Holder Limit for that Excepted Holder. No Excepted Holder Limit shall be reduced to a percentage that is less than the Unit Ownership Limit.*
- (d) *A general offer for Units in accordance with Rule 14 or Rule 15, as the case may be, of the Take-over Code that becomes or is declared unconditional in all respects or a scheme of arrangement or trust scheme in relation to Units in accordance with the Take-over Code that becomes effective in accordance with its terms will not be subject to the Forfeiture Mechanism (the “**Take-Over Exception**”). For the avoidance of doubt, without prejudice to the other provisions in this Deed (for example the foregoing application of the Take-Over Exception and the application of the restrictions set out in Clauses 2.11.2(i)(a)(I) or (II)), any separate on or off-market acquisitions of interests in Units undertaken by the offeror and/or transfer(s) of interests in Units to the offeror which occur during the offer period shall continue to be subject to the Forfeiture Mechanism.*

(viii) Increase in Unit Ownership Limit

Subject to Clause 2.11.2(i)(a)(II), the Manager may from time to time increase the Unit Ownership Limit (or any portion thereof) for one or more Persons.

2.11.3 Forfeiture of Units to the Forfeiture Trustee

(i) Ownership of the Forfeited Units

Pursuant to the Forfeiture Mechanism, upon any purported Transfer or Non-Transfer Event that would result in a forfeiture of Units pursuant to the Forfeiture Mechanism, such Forfeited Units shall be deemed to have been forfeited to the Forfeiture Trustee (and held on trust for the Forfeiture Trustee by such Prohibited Owner from whom the Forfeited Units are forfeited, prior to the legal transfer of the Forfeited Units to the Forfeiture Trustee), to be held on trust and for the benefit of one or more charitable, philanthropic or benevolent organisation(s) nominated by the Manager with effect from the close of business on the Business Day prior to the date of such Transfer or Non-Transfer Event.

(ii) Status of the Forfeited Units Held

Forfeited Units held by the Forfeiture Trustee (or held on trust for the Forfeiture Trustee by such Prohibited Owner from whom the Forfeited Units are forfeited, prior to the legal transfer of such Forfeited Units to the Forfeiture Trustee) shall be held on trust for the benefit of one or more charitable, philanthropic or benevolent organisation(s) nominated by the Manager. Save for their entitlement to the net proceeds of the sale of the Forfeited Units in accordance with Clause 2.11.3(v), the Prohibited Owner shall not benefit economically nor have any rights in the Forfeited Units. The Prohibited Owner shall have no rights to dividends or other distributions and shall not possess any rights to vote or other rights attributable to the Forfeited Units. The Prohibited Owner shall have no claim, cause of action or other recourse whatsoever against the forfeiture of the Forfeited Units.

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

(iii) **Distribution and Voting Rights**

All voting rights in respect of Forfeited Units shall not be exercisable, whether by the Forfeiture Trustee (or such Prohibited Owner from whom Units are forfeited and who, prior to the legal transfer of such Forfeited Units to the Forfeiture Trustee, holds the Forfeited Units on trust for the Forfeiture Trustee), SAVE THAT the Forfeited Units shall be entitled to all distributions (with any such distribution paid to the Prohibited Owner prior to the legal transfer of the Forfeited Units to the Forfeiture Trustee being held by the Prohibited Owner on trust for the Forfeiture Trustee) and the terms of engagement with the Forfeiture Trustee will provide for the Forfeiture Trustee to donate all such distributions in respect of the Forfeited Units (whether received by the Prohibited Owner prior to the legal transfer of the Forfeited Units to the Forfeiture Trustee or received by the Forfeiture Trustee) to one or more charitable, philanthropic or benevolent organisation(s) nominated by the Manager as soon as practicable.

Any distribution paid prior to the discovery by the Manager that the Forfeited Units should have been forfeited shall be held on trust and paid by the recipient of such distribution to the Forfeiture Trustee upon demand by the Manager and any distribution authorised but unpaid shall be paid when due to the Forfeiture Trustee and the terms of engagement with such Forfeiture Trustee will provide for the Forfeiture Trustee to donate all such distributions so paid to it to one or more charitable, philanthropic or benevolent organisation(s) nominated by the Manager as soon as practicable.

Notwithstanding the provisions of this Clause 2.11, until the Trust has received notification that Units have been forfeited pursuant to the Forfeiture Mechanism, the Trust shall be entitled to rely on its transfer and other Holder records for purposes of preparing lists of Holders entitled to vote at meetings, determining the validity and authority of proxies and otherwise conducting votes of Holders.

(iv) **Rights Upon Liquidation**

Upon any voluntary or involuntary liquidation, dissolution or winding up of or any distribution of the assets of the Trust, the Forfeiture Trustee shall be entitled to receive, rateably with each other Holder, that portion of the assets of the Trust available for distribution to the Holders (determined based upon the ratio that the number of Forfeited Units bears to the total number of Units then outstanding).

The terms of engagement with the Forfeiture Trustee will provide for the Forfeiture Trustee to distribute and donate, as soon as reasonably practicable, such assets received pursuant to any liquidation, dissolution or winding up or distribution of the assets of the Trust, to the Prohibited Owner and one or more charitable, philanthropic or benevolent organisation(s) nominated by the Manager respectively, in accordance with Clause 2.11.3(v), as if such assets are proceeds from the sale of the Forfeited Units.

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

(v) ***Sale of Units by the Forfeiture Trustee***

As soon as reasonably practicable after the Forfeited Units have been transferred to the Forfeiture Trustee (and where the Trust is Listed, no later than 20 days after the Forfeiture Trustee has received the Forfeited Units), the Forfeiture Trustee shall, sell the Forfeited Units to a Person whose ownership of the Forfeited Units or MIT Participation Interests in the Units will not violate the restrictions set out in Clause 2.11.2(i)(a)(I) or (II). Upon any such sale of the Forfeited Units, the Forfeiture Trustee shall distribute the net proceeds of the sale to the Prohibited Owner and to one or more charitable, philanthropic or benevolent organisation(s) nominated by the Manager as provided in this Clause 2.11.3(v).

Upon the sale of the Forfeited Units, the Prohibited Owner shall receive the lesser of: (a) the Market Price of the Units on the day the Forfeited Units are deemed to have been forfeited; and (b) the proceeds received by the Forfeiture Trustee from the sale or other disposition of the Forfeited Units, in both instances, net of any Forfeiture Cost and Expenses.

The amount payable to the Prohibited Owner will be reduced by the amount of distributions which have been paid to the Prohibited Owner and are held on trust and owed by the Prohibited Owner to the Forfeiture Trustee pursuant to Clause 2.11.3(iii). The terms of engagement with the Forfeiture Trustee shall provide for any sales proceeds (net of any Forfeiture Costs and Expenses) in excess of the amount payable to the Prohibited Owner to be donated to one or more charitable, philanthropic or benevolent organisation(s) nominated by the Manager.

If, prior to the discovery by the Manager that Units have been forfeited, such Units are sold by a Prohibited Owner, then (a) such Forfeited Units shall be deemed to have been sold on behalf of the Forfeiture Trustee and (b) to the extent that the Prohibited Owner received an amount for such Forfeited Units that exceeds the amount that such Prohibited Owner was entitled to receive pursuant to this Clause 2.11.3(v), such excess shall be held on trust for and paid to the Forfeiture Trustee upon demand by the Manager and, when received, shall (net of any Forfeiture Costs and Expenses) in turn, be donated by the Forfeiture Trustee to one or more charitable, philanthropic or benevolent organisation(s) nominated by the Manager.

For the avoidance of doubt, in the event that the net proceeds received by the Forfeiture Trustee from the sale of the Forfeited Units is less than the price paid by the Prohibited Owner for the Forfeited Units, such shortfall need not be made up by the Forfeiture Trustee or the Trust.

(vi) ***Costs, Expenses and Compensation of Forfeiture Trustee***

The Trustee and the Manager shall be indemnified by the Trust or from the proceeds from the sale of the Forfeited Units, as further provided in this Clause 2.11, for the Forfeiture Costs and Expenses. The Forfeiture Costs and Expenses payable by the Trustee or the Manager pursuant to this Clause 2.11.3(vii) may be funded from the Deposited Property of the Trust. The Trust shall be entitled to reimbursement for any such amounts funded by the Trust on a first priority basis from amounts that would otherwise have been donated by the Forfeiture Trustee to one or more charitable, philanthropic or benevolent organisation(s) nominated by the Manager.

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

2.11.4 SGX-ST Transactions

Nothing in this Clause 2.11 shall preclude the settlement of any transaction entered into through the facilities of the SGX-ST or its successor national securities exchanges or any other national securities exchange or automated inter-dealer quotation system. The fact that the settlement of any transaction occurs shall not negate the effect of any other provision of this Clause 2.11 and any transferee in such a transaction shall be subject to all of the provisions and limitations set forth in this Clause 2.11.

2.11.5 Enforcement

The Trust is authorised specifically to seek equitable relief, including injunctive relief, to enforce the provisions of this Clause 2.11. The Trustee and Manager shall have all power and authority necessary or advisable to implement the provisions of this Clause 2.11, including the operation of the Forfeiture Mechanism.

2.11.6 Indemnity out of Deposited Property

None of the Trustee, the Manager or the Forfeiture Trustee shall incur any liability as a result of any action taken by the Trustee, the Manager and/or the Forfeiture Trustee, as the case may be, pursuant to this Clause 2.11. Accordingly, each Holder acknowledges and agrees that he will not commence or pursue any action against the Trustee, the Manager or the Forfeiture Trustee as a result of any action taken pursuant to this Clause 2.11. Neither the Trustee nor the Manager shall incur any liability as a result of: (i) any inaction, failure or omission by the Trustee or Manager to exercise any of their power or rights under this Clause 2.11, including in respect of any loss which a Person or Holder may suffer as a result of the operation of this Clause 2.11 or (ii) any loss in distributions suffered by Holders as a result of the Trust or any Australian Special Purpose Vehicle(s) failing to qualify as a MIT where the Trust or such Australian Special Purpose Vehicle(s) so qualified or was so intended to qualify, notwithstanding the Forfeiture Mechanism, save in each case where such liability is caused by the fraud, gross negligence, wilful default or breach of this Deed by the Manager or Trustee, as the case may be, or (in respect of the Trustee) breach of trust. For the avoidance of doubt, the Trustee shall not be under any liability on account of anything done or suffered to be done by the Trustee in good faith pursuant to this Clause 2.11 in accordance with or in pursuance of any request or advice of the Manager.

Subject as herein expressly provided and without prejudice to any right of indemnity at law given to the Trustee or the Manager, the Trustee and the Manager shall be entitled for the purpose of indemnity against any actions, costs, claims, damages, expenses or demands to which it may be put or it may incur in connection with this Clause 2.11 to have recourse to the Deposited Property or any part thereof, save where such action, cost, claim, damage, expense or demand is caused by the fraud, gross negligence, wilful default or breach of this Deed by the Manager or Trustee, as the case may be, or (in respect of the Trustee) breach of trust.

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

2.11.7 Non-Waiver

No delay or failure on the part of the Trust, the Manager or the Trustee in exercising any right hereunder shall operate as a waiver of any right of the Trust, the Manager or the Trustee, as the case may be, except to the extent specifically waived in writing.

2.11.8 Severability

If any provision (or part thereof) of this Clause 2.11 or any application of any such provision (or part thereof) is determined to be invalid by any court having jurisdiction over the issues, the validity of the remaining provisions shall not be affected and other applications of such provisions shall be affected only to the extent necessary to comply with the determination of such court.

3. Registration of Holders

3.1 Register of Holders

An up-to-date Register shall be kept in Singapore by the Trustee or the Registrar in such manner as may be required by any Relevant Laws, Regulations and Guidelines. The Register shall be maintained at all times whether the Trust is Listed or Unlisted. For so long as the Trust is Listed, the Trustee or the Registrar shall record the Depository as the registered Holder of all Units in issue in the Register. In the event the Trust is Unlisted, the Trustee or the Registrar shall record each Holder as the registered Holder of Units held by such Holder. There shall be entered in the Register, in respect of each Holder or person who has ceased to be a Holder, the following information as soon as practicable after the Trustee or the Registrar receives the following relevant information:

- 3.1.1** *the names and addresses of the Holders (and in the case where the registered Holder is the Depository, the name and address of the Depository);*
- 3.1.2** *the number of Units held by each Holder;*
- 3.1.3** *the Class of Units held by each Holder;*
- 3.1.4** *the date on which every such person entered in respect of the Units standing in his name became a Holder and where he became a Holder by virtue of an instrument of transfer a sufficient reference to enable the name and address of the transferor to be identified;*
- 3.1.5** *the date on which any transfer is registered and the name and address of the transferee; and*
- 3.1.6** *where applicable, the date on which any person ceases or ceased to be a Holder of Units.*

Units may be issued to Joint Holders with no limit as to the number of persons who may be registered as Joint Holders.

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

3.2 Unlisted Units

For so long as the Trust is Unlisted, the entries in the Register shall (save in the case of manifest error) be conclusive evidence of the number of Units held by each Holder and, in the event of any discrepancy between the entries in the Register and the details appearing on any Statement of Holdings, the entries in the Register shall prevail unless the Holder proves, to the satisfaction of the Manager and the Trustee, that the Register is incorrect.

3.3 Listed Units

For so long as the Trust is Listed on the SGX-ST, the entries in the Register shall (save in the case of manifest error) be conclusive evidence of the number of Units held by the Depository and, in the event of any discrepancy between the entries in the Register and the confirmation notes issued by the Manager to the Depository under Clause 2.1, the entries in the Register shall prevail unless the Manager, the Trustee and the Depository mutually agree that the Register is incorrect. For so long as the Trust is Listed on the SGX-ST, the Manager shall have entered into the Depository Services Terms and Conditions for the Depository to maintain a record in the Depository Register of the Depositors having Units credited into their respective Securities Accounts and to record in the Depository Register the information referred to in Clause 3.1.1 to 3.1.6 in relation to each Depositor. Each Depositor named in the Depository Register shall, for such period as the Units are entered against his name in the Depository Register, be deemed to be the owner in respect of the number of Units entered against such Depositor’s name in the Depository Register, and the Manager and the Trustee shall be entitled to rely on any and all such information in the Depository Register kept by the Depository. Subject to the terms of the Depository Services Terms and Conditions, two or more persons may be registered as Joint Depositors of Units. The entries in the Depository Register shall (save in the case of manifest error) be conclusive evidence of the number of Units held by each Depositor and, in the event of any discrepancy between the entries in the Depository Register and the details appearing in any contract statements, confirmation notes, statements of accounts balances and statements of transactions and accounts balances issued by the Depository, the entries in the Depository Register shall prevail unless the Depositor proves, to the satisfaction of the Manager, the Trustee and the Depository, that the Depository Register is incorrect.

3.4 Change of Name or Address

For so long as the Trust is Unlisted, any change of name or address on the part of any Holder shall forthwith be notified by such Holder to the Manager in writing or in such other manner as the Manager may approve. If the Manager is satisfied with the change in name or address and that all formalities as may be required by the Manager have been complied with, the Manager shall notify the Trustee of the same and the Trustee shall alter or cause to be altered the Register accordingly.

3.5 Inspection of Register

3.5.1 *The Trustee shall give the Manager and its representatives, or procure that the Manager and its representatives are given, access to the Register and all subsidiary documents and records relating thereto at all reasonable times during Business Hours and allow them to, or procure that they are allowed to, inspect and to take copies of the same with or without notice and without charge but neither the Manager nor its representatives shall be entitled to remove the same (save in the case where the Manager is required to produce the Register to a court of*

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

competent jurisdiction or otherwise as required by law) or to make any entries therein or alterations thereto. Except when the Register is closed in accordance with Clause 3.6, the Register shall during Business Hours (subject to such reasonable restrictions as the Trustee may impose but so that not less than two hours in each Business Day shall be allowed for inspection) be open to the inspection of any Holder without charge PROVIDED THAT, if the Register is kept on magnetic tape or in accordance with some other mechanical or electrical system, the provisions of this Clause 3.5 may be satisfied by the production of legible evidence of the contents of the Register.

3.5.2 *If the Trustee is removed or retires in accordance with the provisions of Clause 23, the Trustee shall deliver to the Manager the Register and all subsidiary documents and records relating thereto. Thereafter, the Trustee shall not retain any copies of the aforesaid documents and records unless required by law.*

3.6 Closure of Register

Subject to the Relevant Laws, Regulations and Guidelines, the Register may be closed at such times and for such periods as the Trustee may from time to time determine, PROVIDED THAT it shall not be closed for more than 30 days in any one Year.

3.7 Transfer of Units

3.7.1 *For so long as the Trust is Listed on the SGX-ST, transfers of Units between Depositors shall be effected electronically through the Depository making an appropriate entry in the Depository Register in respect of the Units that have been transferred in accordance with the Depository Requirements and the provisions of Clauses 3.7.1 to 3.7.5 shall not apply. The Manager shall be entitled to appoint the Depository to facilitate transactions of Units within the Depository and maintain records of Units of Depositors credited into Securities Accounts and to pay out of the Deposited Property all fees, costs and expenses of the Depository arising out of or in connection with such services to be provided by the Depository. Any transfer or dealing in Units on the SGX-ST between a Depositor and another person shall be transacted at a price agreed between the parties and settled in accordance with the Depository Requirements. The broker or other financial intermediary effecting any transfer or dealing in Units on the SGX-ST shall be deemed to be the agent duly authorised by any such Depositor or person on whose behalf the broker or intermediary is acting. In any case of transfer, all charges in relation to such transfer as may be imposed by the Manager and/or the Depository shall be borne by the Depositor who is the transferor. There are no restrictions as to the number of Units (whether Listed or Unlisted) which may be transferred by a transferor to a transferee. For so long as the Trust is Listed on the SGX-ST, in the case of a transfer of Units from a Securities Account into another Securities Account, the instrument of transfer (if applicable) shall be in such form as provided by the Depository and the transferor shall be deemed to remain the Depositor of the Units transferred until the relevant Units have been credited into the Securities Account of the transferee or transferred out of a Securities Account and registered in the Depository Register. If the Units are Listed on any other Recognised Stock Exchange, the transfer of Units shall be in accordance with the requirements of the relevant Recognised Stock Exchange. No transfer or purported transfer of a Listed Unit other than a transfer made in accordance with this Clause 3.7 shall entitle the transferee to be registered in respect thereof; neither shall any notice of such transfer or purported transfer (other than aforesaid) be entered upon the Depository Register.*

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

- 3.7.2** *For so long as the Trust is Unlisted, every Holder, Joint-All Holder (with the concurrence of all the other Joint-All Holders) and Joint-Alternate Holder shall be entitled to transfer all or any of the Units held by him as follows:*
- (i) a transfer of Units shall be effected by an instrument of transfer in writing in common form (or in such other form as the Manager and the Trustee may from time to time approve). The instrument of transfer need not be a deed;*
 - (ii) every instrument of transfer relating to Units must be signed by the transferor and the transferee and subject to the provisions of Clauses 3.7 to 3.13, the transferor shall be deemed to remain the Holder of the Units transferred until the name of the transferee is entered in the Register in respect thereof;*
 - (iii) all charges in relation to such transfer as may be imposed by the Trustee shall be borne by the Holder who is the transferor; and*
 - (iv) there are no restrictions as to the number of Units which may be transferred by a transferor to a transferee.*
- 3.7.3** *Every instrument of transfer must be duly stamped (if required by law) and left with the Manager for registration accompanied by any necessary declarations or other documents that may be required in consequence of any Relevant Laws, Regulations and Guidelines for the time being in force and by such evidence as the Manager may require to prove the title of the transferor or his right to transfer the Units.*
- 3.7.4** *For so long as the Trust is Unlisted, the Manager shall notify the Trustee of the date of each transfer effected in respect of Units and the name and address of the transferee and the Trustee shall alter or cause to be altered the Register accordingly.*
- 3.7.5** *For so long as the Trust is Unlisted, all instruments of transfer which shall be registered in respect of Units shall be forwarded by the Manager to, and retained by, the Trustee.*
- 3.7.6** *For so long as the Trust is Unlisted, a fee not exceeding S\$10 (or such other amount as the Manager and the Trustee may from time to time agree), which excludes any stamp duty or other governmental taxes or charges payable, may be charged by the Trustee for the registration of any transfer by an instrument of transfer of Units. Such fee must, if required by the Trustee, be paid before the registration of any transfer.*
- 3.7.7** *No transfer or purported transfer of a Unit other than a transfer made in accordance with this Clause 3.7 shall entitle the transferee to be registered in respect thereof and neither shall any notice of such transfer or purported transfer (other than as aforesaid) be entered upon the Register or the Depository Register.*
- 3.7.8** *The Trustee shall have the powers to rectify the Register if it appears to the Trustee that any of the particulars recorded in the Register (including those particulars set out in Clause 3.1) was wrongly entered or omitted.*
- 3.7.9** *Subject to compliance with procedures provided in this Clause 3.7, there shall be no restriction in this Deed on the transfer of fully paid Units except where required by law or by the Relevant Laws, Regulations and Guidelines.*

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

3.8 Death of Holders

The executors or administrators of a deceased Holder of Units (not being a Joint Holder) shall be the only persons recognised by the Trustee and the Manager as having title to the Units. In case of the death of any one of the Joint Holders of Units and subject to any Relevant Laws, Regulations and Guidelines, the survivor or survivors, upon producing such evidence of death as the Manager and the Trustee may require, shall be the only person or persons recognised by the Trustee and the Manager as having any title to or interest in the Units, PROVIDED THAT where the sole survivor is a Minor, the Manager or the Trustee shall act only on the requests, applications or instructions of the surviving Minor after he attains the age of 18 years and shall not be obligated to act on the requests, applications or instructions of the heirs, executors or administrators of the deceased Joint Holder, and shall not be liable for any claims or demands whatsoever by the heirs, executors or administrators of the deceased Joint Holder, the Minor Joint Holder or the Minor Joint Holder’s legal guardian in omitting to act on any request, application or instruction given by any of them (in the case of the Minor, before he attains the age of 18 years).

3.9 Body Corporate

A body corporate may be registered as a Holder or as one of the Joint Holders of Units. The successor in title of any corporate Holder which loses its legal entity by reason of a merger or amalgamation shall, subject to Clause 3.13, be the only person recognised by the Trustee and the Manager as having title to the Units of such corporate Holder. The registration of a body corporate as a Depositor or as one of two or more Joint Depositors of Units shall be in accordance with the Depository’s terms and conditions for the operation of Securities Accounts. The successor in title of any corporate Depositor resulting from a merger or amalgamation shall, upon producing such evidence as may be required by the Manager and the Trustee of such succession, be the only person recognised by the Trustee and the Manager as having title to the Units.

3.10 Minors

A Minor shall not be registered as a sole Holder or as one of the Joint-Alternate Holders of Units but may be registered as one of the Joint-All Holders of Units, PROVIDED THAT at least one of the Joint-All Holders is a person who has attained the age of 18 years. In the event that one of the Joint-All Holders is a Minor, the Manager and the Trustee need only act on the instructions given by the other Joint-All Holder or Joint-All Holders who has or have attained the age of 18 years.

3.11 Transmission

3.11.1 *Any person becoming entitled to a Unit in consequence of the death or bankruptcy of any sole Holder or being the survivor of Joint Holders may (subject as hereinafter provided), upon producing such evidence as to his title as the Trustee and the Manager shall think sufficient, either be registered himself as Holder of such Unit upon giving to the Manager notice in writing of his desire to be recognised as Holder or transfer such Unit to some other person. The Manager shall notify the Trustee upon the receipt by it of any such notice and the Trustee shall alter or cause to be altered the Register accordingly. All the limitations, restrictions and provisions of this Deed relating to transfers shall be applicable to any such notice or transfer as if the death or bankruptcy had not occurred and such notice or transfer were a transfer executed by the Holder.*

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

3.11.2 *Any person becoming entitled to a Unit in consequence of death or bankruptcy as aforesaid may give a discharge for all moneys payable in respect of the Unit but he shall not be entitled in respect thereof to receive notices of or to attend or vote at any meeting of Holders until he shall have been registered as the Holder of such Unit in the Register or (as the case may be) the Depositor of such Unit in the Depository Register.*

3.11.3 *The Manager may retain any moneys payable in respect of any Unit which any person is, under the provisions as to the transmission of Units hereinbefore contained, entitled to be registered as the Holder of or to transfer, until such person shall be registered as the Holder of such Units or shall duly transfer the same.*

3.12 Payment of Fee

In respect of the registration of any probate, letter of administration, power of attorney, marriage or death certificate, stop notice, order of the court, deed poll or any other document relating to or affecting the title to any Unit, the Trustee may require from the person applying for such registration a fee of S\$10 (or such other amount as the Trustee and the Manager may from time to time agree) together with a sum sufficient in the opinion of the Trustee to cover any stamp duty or other governmental taxes or charges that may be payable in connection with such registration. Such fee, if required by the Trustee, must be paid before the registration of any transfer.

3.13 Removal from Register

For so long as the Trust is Unlisted, upon the registration of a transfer in favour of the Manager, the name of the Holder shall be removed from the Register in respect of such Units but the name of the Manager need not be entered in the Register as the Holder of such Units. Such removal shall not be treated for any purposes of this Deed as a cancellation of the Units or as withdrawing the same from issue. For the avoidance of doubt, such transfer in favour of the Manager shall be in its capacity as manager of the Trust and not in its personal capacity.

3.14 Registrar

The Trustee may, with the approval of the Manager, at any time or from time to time appoint an agent on its behalf to keep and maintain the Register. The fees and expenses of the Registrar (as may be agreed from time to time between the Manager, the Trustee and the Registrar) shall be payable out of the Deposited Property of the Trust.

5. Issue of Units

5.1 General

5.1.1 *Subject to the provisions of this Deed and any Relevant Laws, Regulations and Guidelines, the Manager shall have the exclusive right to effect for the account of the Trust the issue of Units (whether on an initial issue of Units, a rights issue, an issue of new Units otherwise than by way of a rights issue or any issue pursuant to a reinvestment of distribution arrangement or any issue of Units pursuant to a conversion of any Securities) and any Units may be issued with such preferential, deferred, qualified or special rights, privileges or conditions as the Manager may*

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

think fit PROVIDED THAT, in connection with the initial Listing of the Trust on the SGX-ST, the Manager shall not be bound to accept an application for Units so as to give rise to a holding of fewer than 100 Units (or such other number of Units as may be determined by the Manager) and for so long as the Trust is Listed on the SGX-ST, the Manager shall comply with the Listing Rules or, if applicable, the listing rules of the relevant Recognised Stock Exchange or any other Relevant Laws, Regulations and Guidelines when issuing Units. No fractions of a Unit shall be issued (whether on an initial issue of Units, a rights issue, an issue of new Units otherwise than by way of a rights issue, any issue pursuant to a reinvestment of distribution arrangement or any issue of Units pursuant to a conversion of any Securities) and in issuing such number of Units as corresponding to the relevant subscription proceeds (if any), the Manager shall, in respect of each Holder’s entitlement to Units, truncate but not round off to the nearest whole Unit and any balance arising from such truncation shall be retained as part of the Deposited Property. Issues of Units shall only be made on a Business Day unless and to the extent that the Manager, with the previous consent of the Trustee, otherwise prescribes. Issues of Units for cash shall be made at a price hereinafter prescribed.

- 5.1.2** *The Manager may by deed supplemental hereto with the Trustee issue Classes of Units under such terms and conditions as may be contained therein.*
- 5.1.3** *Preference Units may be issued subject to such limitation thereof as may be prescribed by the SGX-ST or any Recognised Stock Exchange upon which Units may be listed. The total number of issued preference Units shall not exceed the total number of ordinary Units issued at any time. Preference Holders shall have the same rights as ordinary Holders as regards receiving of notices, reports and balance sheets and attending meetings of Holders, and Preference Holders shall also have the right to vote at any meeting convened for the purpose of reducing the capital or winding-up or sanctioning a sale of the undertaking of the Trust or where the proposal to be submitted to the meeting directly affects their rights and privileges or when the distribution on the preference Units is in arrear for more than six months.*
- 5.1.4** *The Manager has power to issue further preference capital ranking equally with, or in priority to, preference Units already issued.*
- 5.1.5** *The Trust may be Listed on the SGX-ST pursuant to Clause 9 and, if so Listed, the Units shall be traded on the SGX-ST and settled through the Depository. Units already in issue may be transferred or otherwise dealt with through Securities Accounts into which Units are credited in accordance with Clause 3.7.*
- 5.1.6** *For so long as the Trust is Listed on the SGX-ST, the Manager may issue Units PROVIDED THAT the Manager complies with the Listing Rules or, if applicable, the listing rules of the relevant Recognised Stock Exchange, the Property Funds Appendix or any other Relevant Laws, Regulations and Guidelines in determining the Issue Price, including the Issue Price for a rights issue on a pro-rata basis to all existing Holders, the Issue Price of a Unit issued other than by way of a rights issue offered on a pro-rata basis to all existing Holders and the Issue Price for any reinvestment of distribution arrangement. If the Issue Price determined by the Manager is at a discount to the Market Price, the discount shall not exceed such percentage as may, from time to time, be permitted under the Listing Rules or, if*

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

applicable, the listing rules of the relevant Recognised Stock Exchange, the Property Funds Appendix or any other Relevant Laws, Regulations and Guidelines. Subject to any direction to the contrary that may be given by an Ordinary Resolution of a meeting of Holders or except as permitted under the Listing Rules, all new Units shall, before issue, be offered to such persons who as at the date of the offer are entitled to receive notices of meetings of Holders in proportion, as far as circumstances admit, to the number of the existing Units to which they are entitled. The offer shall be made by notice specifying the number of Units offered, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and, after the expiration of that time, or on the receipt of an intimation from the person to whom the offer is made that he declines to accept the Units offered, the Manager may dispose of those Units in a manner as it thinks most beneficial to the Trust. The Manager may likewise dispose of any new Units which (by reason of the ratio which the new Units bear to Units held by persons entitled to an offer of new Units) cannot, in the opinion of the Manager, be conveniently offered under this provision.

5.2 Issue Price of Units Prior to the Listing Date and the Initial Offering Price

- 5.2.1** *Prior to the Listing Date, the Manager may, subject to the provisions of this Deed and any Relevant Laws, Regulations and Guidelines, issue Units at any time to any person at any issue price per Unit (“**Issue Price**”) and on such terms and conditions as the Manager may determine in its absolute discretion.*
- 5.2.2** *The issue of Units for the purpose of an initial public offering of Units shall be at an Issue Price to be determined by the Manager, or within such range to be determined by the Manager, on or before the Listing Date for such Units, PROVIDED THAT the Manager may cede the right to make such determination to any underwriter, issue manager or placement agent engaged in connection with the initial public offering. The actual Issue Price shall be determined by the Manager and/or such underwriter, issue manager or placement agent following a book building process or through such other method of price determination as they may agree. The manner of and amount payable and any applicable refund on an application for Units during the initial public offering will be stated in the relevant Prospectus. Any such offer of Units for the purpose of an initial public offering may remain open for a period as may be agreed between the Manager and the Trustee, subject to any Relevant Laws, Regulations and Guidelines.*
- 5.2.3** *Subject to Clause 5.2.1, the Manager may extend a discount to the Issue Price under an initial public offering of Units to any applicant who successfully applies to purchase more than such number of Units (as determined by the Manager in its absolute discretion) in a single application, subject to compliance with the Listing Rules and any Relevant Laws, Regulations and Guidelines.*
- 5.2.4** *The Manager may issue Units at the Issue Price determined in accordance with Clause 5.2.1 to the vendor of any Authorised Investments to be purchased by the Trust in conjunction with an initial public offering of Units, or to any person nominated by such vendor, in full or partial satisfaction of the consideration or any deferred purchase consideration payable by the Trust for such Authorised Investments.*

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

5.3 Issue Price of Units when the Trust is Listed

5.3.1 Subject to Clauses 5.3.2, 5.3.3 and 15.1.4(iii) and to any Relevant Laws, Regulations and Guidelines, for so long as the Trust is Listed, the Manager may issue Units on any Business Day at an Issue Price equal to the Market Price, without the prior approval of the Holders in a meeting of Holders. For this purpose “**Market Price**” shall mean:

- (i) the volume weighted average price for a Unit (if applicable, of the same Class) for all trades on the SGX-ST, or such other Recognised Stock Exchange on which the Trust is Listed, in the ordinary course of trading on the SGX-ST or, as the case may be, such other Recognised Stock Exchange, for the period of 10 Business Days (or such other period as may be prescribed by the SGX-ST or the relevant Recognised Stock Exchange) immediately preceding the relevant Business Day; or
- (ii) if the Manager believes that the calculation in Clause 5.3.1(i) does not provide a fair reflection of the market price of a Unit, an amount as determined by the Manager and the Trustee (after consultation with a Stockbroker approved by the Trustee), as being the fair market price of a Unit and the basis for determining the market price shall be announced on the SGXNET for so long as the Trust is Listed on the SGX-ST.

5.3.2 Subject to Clause 5.3.3, for so long as the Trust is Listed on the SGX-ST, the Manager may issue Units at an Issue Price other than calculated in accordance with Clause 5.3.1 without the prior approval of the Holders in a meeting of Holders PROVIDED THAT the Manager complies with the Listing Rules or, if applicable, the listing rules of the relevant Recognised Stock Exchange, the Property Funds Appendix or any other Relevant Laws, Regulations and Guidelines in determining the Issue Price, including the Issue Price for a rights issue on a pro-rata basis to all existing Holders, the Issue Price of a Unit issued other than by way of a rights issue offered on a pro-rata basis to all existing Holders, the Issue Price for any reinvestment of distribution arrangement, the Issue Price for any Units which are issued as full or partial consideration for the acquisition of an Authorised Investment by the Trust and the Issue Price for a conversion of instruments which may be convertible into Units. If the Issue Price determined by the Manager is at a discount to the Market Price, the discount shall not exceed such percentage as may, from time to time, be permitted under the Listing Rules or, if applicable, the listing rules of the relevant Recognised Stock Exchange, the Property Funds Appendix or any other Relevant Laws, Regulations and Guidelines.

5.3.3 Where Units are issued as full or partial consideration for the acquisition of an Authorised Investment by the Trust in conjunction with an issue of Units to raise cash for the balance of the consideration for the said Authorised Investment (or part thereof) or to acquire other Authorised Investments in conjunction with the said Authorised Investment, the Manager shall have the discretion to determine that the Issue Price of a Unit so issued as full or partial consideration shall be the same as the Issue Price for the Units issued in conjunction with an issue of Units to raise cash for the aforesaid purposes.

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

5.4 Issue Price of Units where the Units are Suspended or the Trust is Delisted

Where the Units and/or the Trust become Unlisted after the Listing Date, the Manager may issue Units at an Issue Price equal to the Current Unit Value on the date of the issue of the Unit plus, if so determined by the Manager, an amount equal to the Preliminary Charge and an amount to adjust the resultant total upwards to the nearest whole cent. The Preliminary Charge shall be retained by the Manager for its own benefit and the amount of the adjustment shall be retained as part of the Deposited Property.

5.5 Units Issued on Unpaid or Partly Paid Basis

5.5.1 *Capital paid on Units in advance of calls shall not, while carrying interest, confer a right to participate in distributions.*

5.5.2 *In the event that the Manager issues Units on an unpaid or partly paid basis to any person, the provisions of Clauses 5.5.3 and 5.5.4 shall apply.*

5.5.3 Calls on Units

(i) *The Manager may from time to time make calls upon the Holders in respect of any moneys unpaid on their Units but subject always to the terms of issue of such Units. A call may be made payable by instalments.*

(ii) *Each Holder shall (subject to receiving at least 14 days’ notice specifying the time or times and place of payment) pay to the Trust at the time or times and place so specified the amount called on his Units. The Joint Holders of a Unit shall be jointly and severally liable to pay all calls in respect thereof. A call may be revoked or postponed as the Manager may determine.*

(iii) *If a sum called in respect of a Unit is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest on the sum from the day appointed for payment thereof to the time of actual payment at such rate (not exceeding 10.0% per annum) as the Manager may determine but the Manager shall be at liberty in any case or cases to waive payment of such interest wholly or in part.*

(iv) *Any sum which by the terms of issue of a Unit becomes payable upon allotment or at any fixed date shall for all the purposes of this Deed be deemed to be a call duly made and payable on the date on which by the terms of issue the same becomes payable. In case of non-payment all the relevant provisions of this Deed as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.*

(v) *The Manager may on the issue of Units differentiate between the Holders as to the amount of calls to be paid and the times of payment.*

(vi) *The Manager may if it thinks fit receive from any Holder willing to advance the same, all or any part of the moneys uncalled and unpaid upon the Units held by him and such payment in advance of calls shall extinguish pro tanto the liability upon the Units in respect of which it is made and upon the money so received (until and to the extent that the same would but for such advance become payable) the Trust may pay interest at such rate (not exceeding 8.0% per annum) as the Holder paying such sum and the Manager may agree. Capital paid on Units in advance of calls shall not, while carrying interest, confer a right to participate in profits.*

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

5.5.4 Forfeiture and Lien

- (i) *If a Holder fails to pay in full any call or instalment of a call on the due date for payment thereof, the Manager may at any time thereafter serve a notice on him requiring payment of so much of the call or instalment as is unpaid together with any interest which may have accrued thereon and any expenses incurred by the Trust by reason of such non-payment.*
- (ii) *The notice shall name a further day (not being less than 14 days from the date of service of the notice) on or before which and the place where the payment required by the notice is to be made, and shall state that in the event of non-payment in accordance therewith the Units on which the call has been made will be liable to be forfeited.*
- (iii) *If the requirements of any such notice as aforesaid are not complied with, any Unit in respect of which such notice has been given may at any time thereafter, before payment of all calls and interest and expenses due in respect thereof has been made, be forfeited by the Manager. Such forfeiture shall include all distributions declared in respect of the forfeited Unit and not actually paid before forfeiture. The Manager may accept a surrender of any Unit liable to be forfeited hereunder.*
- (iv) *A Unit so forfeited shall become the property of the Trust and may be sold, re-allotted or otherwise disposed of either to the person who was before such forfeiture the holder thereof or entitled thereto or to any other person upon such terms and in such manner as the Manager shall think fit and at any time before a sale, re-allotment or disposition the forfeiture may be cancelled on such terms as the Manager thinks fit. The Manager may, if necessary, authorise some person to transfer or effect the transfer of a forfeited Unit to any such other person as aforesaid.*
- (v) *A Holder or Depositor whose Units have been forfeited or surrendered shall cease to be a holder in respect of the Units but shall notwithstanding the forfeiture or surrender remain liable to pay to the Trust all moneys which at the date of forfeiture or surrender were presently payable by him to the Trust in respect of the Units with interest thereon at 8.0% per annum (or such lower rate as the Manager may determine) from the date of forfeiture or surrender until payment and the Manager may at its absolute discretion enforce payment without any allowance for the value of the Units at that time of forfeiture or surrender or waive payment in whole or in part.*
- (vi) *The Trust shall have a first and paramount lien on every Unit (not being a fully paid Unit) and distribution from time to time declared in respect of such Units. Such lien shall be restricted to unpaid calls and instalments upon the specific Units in respect of which such moneys are due and unpaid, and to such amounts as the Trust may be called upon by law to pay in respect of the Units of the Holder or deceased Holder. The Manager may waive any lien which has arisen and may resolve that any Unit shall for some limited period be exempt wholly or partially from the provisions of this Clause.*

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

- (vii) *The Trust may sell in such manner as the Manager thinks fit any Unit on which the Trust has a lien, but no sale shall be made unless some sum in respect of which the lien exists is presently payable nor until the expiration of 14 days after a notice in writing stating and demanding payment of the sum presently payable and giving notice of intention to sell in default shall have been given to the holder for the time being of the Unit or the person entitled thereto by reason of his death or bankruptcy.*
- (viii) *The net proceeds of such sale after payment of the costs of such sale shall be applied in or towards payment or satisfaction of the debts or liabilities and any residue shall be paid to the person entitled to the Units at the time of the sale or to his executors, administrators or assigns, or as he may direct. For the purpose of giving effect to any such sale the Manager may authorise some person to transfer or effect the transfer of the Units sold to the purchaser.*
- (ix) *A statutory declaration in writing that the declarant is a director or secretary of the Manager and that a Unit has been duly forfeited or sold to satisfy a lien of the Trust on a date stated in the declaration shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the Unit. Such declaration and the receipt of the Trust for the consideration (if any) given for the Unit on the sale, re-allotment or disposal thereof together (where the same be required) with the confirmation note delivered to a purchaser (or where the purchaser is a Depositor, to the Depository or its nominee (as the case may be)) or allottee thereof shall (subject to the execution of a transfer if the same be required) constitute good title to the Unit and the Unit shall be registered in the name of the person to whom the Unit is sold, re-allotted or disposed of or, where such person is a Depositor, the Manager shall procure that his name be entered in the Depository Register in respect of the Unit so sold, re-allotted or disposed of. Such person shall not be bound to see to the application of the purchase money (if any) nor shall his title to the Unit be affected by any irregularity or invalidity in the proceedings relating to the forfeiture, sale, re-allotment or disposal of the Unit.*

5.6 Units Issued to Persons Resident Outside Singapore

Subject to any Relevant Laws, Regulations and Guidelines, if a Unit is to be issued to a person resident outside Singapore, the Manager shall be entitled to charge an additional amount to the Issue Price thereof which is equal to the excess of the expenses actually incurred over the amount of expenses which would have been incurred if such person had been resident in Singapore. In relation to any rights issue or (as the case may be) any preferential offering, the Manager may in its absolute discretion elect not to extend an offer of Units under the rights issue or preferential offering to those Holders whose addresses are outside Singapore, after having regard to the relevant considerations including whether the Manager considers such election to be necessary or expedient on account either of the legal restrictions under the laws of the relevant place or the requirements of the relevant regulatory body or stock exchange in that place. In the case of a rights issue, the provisional allocations of Units of such Holders may be offered for sale by the Manager (as the nominee and authorised agent of each such relevant Holder) in such manner and at such price as the Manager may determine. Where necessary, the Trustee shall have the discretion to impose such other terms and conditions in connection with the sale. The proceeds of any such sale if successful will be paid to the relevant Holders PROVIDED THAT, where the proceeds payable to any single Holder is less than S\$10, the Manager shall be entitled to retain such proceeds as part of the Deposited Property.

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

5.7 Updating of Securities Account

For so long as the Trust is Listed on the SGX-ST, the Manager shall cause the Depository to effect the book entry of Units issued to a Holder into such Holder’s Securities Account no later than the tenth Business Day after the date on which those Units are agreed to be issued by the Manager.

5.8 Selling Price of Manager’s Units

For so long as the Trust is Unlisted, each Unit of which the Manager is or is deemed to be the Holder may be sold or offered for sale by the Manager at a price equal to the total of the Current Unit Value of that Unit on the day of the sale or offer, the Preliminary Charge and an amount to adjust the resultant total upwards to the nearest whole cent. The Preliminary Charge shall be retained by the Manager for its own benefit and the amount of the adjustment shall be retained as part of the Deposited Property.

5.9 Discounts

In the event a Preliminary Charge is imposed on the issue of Units where the Trust is Unlisted, the Manager may on any day differentiate between applicants as to the amount of the Preliminary Charge to be imposed (within the permitted limit) on the Issue Price of Units issued to them respectively and likewise the Manager may on any day on the issue of Units allow any person or persons applying for larger numbers of Units than others a discount or discounts on the Issue Price of their Units on such basis or on such scale as the Manager may think fit (PROVIDED THAT no such discount shall exceed the Preliminary Charge included in the Issue Price of the Units concerned) and in any such case, the amount of such Preliminary Charge to be deducted from the proceeds of issue of such Units shall be reduced by the amount of the discount and accordingly the discount shall be borne by the Manager. Besides the number of Units purchased, the bases on which the Manager may differentiate between applicants as to the amount of the Preliminary Charge to be included in the Issue Price of their Units depends on several other factors, including but not limited to, the performance of and the marketing strategy adopted by the Manager for the Trust.

5.10 Statement of Dealings

The Manager shall furnish to the Trustee from time to time on demand a statement of all issues of Units and of the terms on which the same are issued and of any Investments which it determines to direct to be purchased for account of the Trust, and also a statement of any Investments which in accordance with the powers hereinafter contained it determines to direct to be sold for account of the Trust, and any other information which may be necessary so that the Trustee may be in a position to ascertain at any moment the Net Asset Value of the Deposited Property. The Trustee shall be entitled to require that the Manager refuse to issue a Unit if at any time the Trustee is of the opinion that the provisions of this Clause 5 in regard to the issue of Units are being infringed; but nothing in this Clause 5.10 or elsewhere in this Deed contained shall impose upon the Trustee any responsibility for satisfying itself before issuing Units that the Manager has complied with the conditions of this Clause 5.

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

5.11 *Suspension of Issue*

The Manager or the Trustee may, with the prior written approval of the other and subject to the Listing Rules or the listing rules of any other relevant Recognised Stock Exchange (while the Trust is Listed) and the Code, suspend the issue of Units during any of the following events:

- 5.11.1 any period when the SGX-ST or any other relevant Recognised Stock Exchange is closed (otherwise than for public holidays) or during which dealings are restricted or suspended;*
- 5.11.2 the existence of any state of affairs which, in the opinion of the Manager or (as the case may be) the Trustee might seriously prejudice the interests of the Holders as a whole or of the Deposited Property;*
- 5.11.3 any breakdown in the means of communication normally employed in determining the price of any Investments or (if relevant) the current price thereof on the SGX-ST or any other relevant Recognised Stock Exchange or when for any reason the prices of any Investments cannot be promptly and accurately ascertained;*
- 5.11.4 any period when remittance of money which will or may be involved in the realisation of any Investments or in the payment for any Investments cannot, in the opinion of the Manager, be carried out at normal rates of exchange;*
- 5.11.5 any period where the issuance of Units is suspended pursuant to any order or direction issued by the Authority or any other relevant regulatory authority;*
- 5.11.6 in relation to any general meeting of the Holders, any 72 hour period before such general meeting or any adjournment thereof; or*
- 5.11.7 when the business operations of the Manager or the Trustee in relation to the operation of the Trust are substantially interrupted or closed as a result of, or arising from nationalisation, expropriation, currency restrictions, pestilence, widespread communicable and infectious diseases, acts of war, terrorism, insurrection, revolution, civil unrest, riots, strikes, nuclear fusion or fission or acts of God.*

Such suspension shall take effect forthwith upon the declaration in writing thereof by the Manager or (as the case may be) the Trustee and shall terminate on the day following the first Business Day on which the condition giving rise to the suspension shall have ceased to exist and no other conditions under which suspension is authorised under this Clause 5.11 shall exist upon the declaration in writing thereof by the Manager or (as the case may be) the Trustee. In the event of any suspension while the Trust is Listed, the Manager shall ensure that immediate announcement of such suspension is made through the SGX-ST or the relevant Recognised Stock Exchange.

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

5.12 Issue of Instruments Convertible into Units

The Manager may issue instruments which may be convertible into Units (including but not limited to any options, Securities, warrants, debentures or other instruments that might or would require Units to be issued) for consideration or for no consideration and on such terms of offer and issue as the Manager may determine, subject to Clause 5.1 and any Relevant Laws, Regulations and Guidelines relating to the offer or issue of instruments which may be convertible into Units.

7. Repurchase and Redemption of Units by Manager

7.1 Repurchase and Redemption Restrictions when the Trust is Unlisted

When the Trust is Unlisted, the Manager may, but is not obliged to, repurchase or cause the redemption of Units more than once a year in accordance with the Property Funds Appendix and a Holder has no right to request for the repurchase or redemption of Units more than once a year. Where the Manager offers to repurchase or cause the redemption of Units issued when the Trust is Unlisted and, upon acceptance of such an offer, the Manager shall do so at the Repurchase Price calculated in accordance with Clause 7.3.1.

7.2 Repurchase and Redemption Restrictions when the Trust is Listed

7.2.1 General

The Manager is not obliged to repurchase or cause the redemption of Units so long as the Trust is Listed. Where the Manager offers to repurchase or cause the redemption of Units issued when the Trust is Listed and, upon acceptance of such an offer, the Manager shall do so at the Repurchase Price calculated in accordance with Clause 7.3.2. In the event the Manager decides to repurchase or cause the redemption of Units, such repurchase or redemption must comply with the Relevant Laws, Regulations and Guidelines (including but not limited to the Listing Rules and/or the listing rules of any other relevant Recognised Stock Exchange and the Property Funds Appendix). The Manager may, subject to the Relevant Laws, Regulations and Guidelines (including but not limited to the Listing Rules and/or the listing rules of any other relevant Recognised Stock Exchange and the Property Funds Appendix), suspend the repurchase or redemption of Units for any period when the issue of Units is suspended pursuant to Clause 5.11.

7.2.2 Holders’ Approval

*For so long as the Trust is Listed on the SGX-ST, the Manager may repurchase or otherwise acquire its issued Units on such terms and in such manner as the Manager may from time to time think fit if it has obtained the prior approval of Holders in general meeting by passing an Ordinary Resolution (the “**Unit Buy-back Mandate**”), in accordance with the provisions of this Deed but subject thereto and to other requirements of the Relevant Laws, Regulations and Guidelines.*

7.2.3 Maximum Limit

The total number of Units which may be repurchased pursuant to any Unit Buy-back Mandate is limited to that number of Units representing not more than 10.0% of the total number of issued Units as at the date of the general meeting when such Unit Buy-back Mandate is approved by Holders.

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

7.2.4 Duration of Authority

Repurchases of Units may be made during the Relevant Period. “**Relevant Period**” is the period commencing from the date of the general meeting at which a Unit Buy-back Mandate is sought and the resolution relating to the Unit Buy-back Mandate is passed, and expiring on:

- (i) the date the next Annual General Meeting is held or is required by the Relevant Laws, Regulations and Guidelines or this Deed to be held, whichever is earlier; or
- (ii) the date on which the repurchases of Units by the Manager pursuant to the Unit Buy-back Mandate are carried out to the full extent mandated,

whichever is earlier.

For the avoidance of doubt, the authority conferred on the Manager by the Unit Buy-back Mandate to repurchase Units may be renewed at the next general meeting.

7.2.5 Redemption on or around Listing Date

Notwithstanding anything to the contrary in this Deed, the Manager shall on or around the Listing Date have the right to redeem such number of Units as disclosed in the Prospectus at the price which is stated in the Prospectus.

7.3 Repurchase Price

For the purposes of Clauses 7.1 and 7.2, the Repurchase Price shall be:

7.3.1 in respect of the repurchase or redemption of Units prior to the Listing Date, an amount determined by the Manager in its absolute discretion. Such amount may be less than, equal to or more than the Current Unit Value of the relevant Units on the day the Manager’s offer to repurchase or cause the redemption of Units is accepted; and

7.3.2 in respect of the repurchase or redemption of Units after the Listing Date (whether or not the Trust is Listed or has been Unlisted at the time the Manager’s offer to repurchase or redeem Units is made), unless prohibited by the Relevant Laws, Regulations and Guidelines, the Current Unit Value of the relevant Units on the day the request is accepted by the Manager less the Repurchase Charge and less an amount to adjust the resultant total downwards to the nearest whole cent.

7.3.3 The Repurchase Charge shall be retained by the Manager for its own benefit and the adjustment shall be retained as part of the Deposited Property. The Manager may on any day differentiate between Holders as to the amount of the Repurchase Charge to be included (within the permitted limit) in the Repurchase Price of Units to be repurchased by the Manager from them respectively. The bases on which the Manager may make any differentiation as between Holders shall include, without limitation, Holders with large holdings of Units and Holders who have opted for a distribution reinvestment arrangement. Once a request for repurchase or redemption is given, it cannot be revoked without the consent of the Manager. The Manager may, subject to the Listing Rules or the listing rules of any other relevant Recognised Stock Exchange and the Property Funds Appendix, suspend the repurchase or redemption of Units during any period when the issue of Units is suspended pursuant to Clause 5.11.

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

7.4 Repurchase or Redemption Options of Manager

In the event the Manager decides to make any offer to repurchase or redeem Units, the Manager shall have the following options:

- 7.4.1** *to effect a repurchase out of its own funds (upon which repurchase the Manager shall be entitled to the Units concerned and to the benefit of the Units concerned);*
- 7.4.2** *to procure some other person to purchase the Units and such purchase shall be deemed to be a repurchase by the Manager within the meaning of this Clause 7; or*
- 7.4.3** *PROVIDED THAT there is sufficient Cash in the Trust, and subject to compliance with the Relevant Laws, Regulations and Guidelines, to request and cause the Trustee to redeem the Units out of the assets of the Trust by paying from the Deposited Property a sum sufficient to satisfy the Repurchase Price and the Repurchase Charge (if any) of the Units. The Trustee shall only comply if, in the opinion of the Trustee, sufficient Cash would be retained in the Deposited Property after the release of Cash necessary to comply with the redemption notice to meet other Liabilities, including but without limiting the generality thereof, the Property Expenses and the remuneration due to the Trustee and the Manager under this Deed. Should the Trustee advise the Manager that, in the opinion of the Trustee, sufficient Cash would not be retained in the Deposited Property to meet other Liabilities if the Trustee were to release the funds necessary to comply with any redemption notice, then the Manager may, at its absolute discretion, request the Trustee to sell, mortgage or otherwise deal with the Investments or borrow to raise sufficient Cash to redeem the Units pursuant to this Clause 7.4.3.*

7.5 Amendments to Register

Upon delivery to the Trustee of a written statement signed by or on behalf of the Manager that all the Units or a specified number of Units held by a Holder have been repurchased by the Manager or have been purchased by another person or have been redeemed, the Trustee shall remove or procure the removal of the name of the Holder from the Register in respect of all or (as the case may be) such number of Units.

7.6 Repurchased Units are Cancelled

Units which are repurchased shall be cancelled and shall not thereafter be reissued or dealt with in any manner subject to the requirements of the Relevant Laws, Regulations and Guidelines. For the avoidance of doubt, this Clause 7.6 shall not limit or restrict the right of the Manager to cause the creation and/or issue of further or other Units. On the cancellation of any Unit under this Clause 7.6, the rights and privileges attached to that Unit shall expire.

7.7 Manner of Repurchase

Subject always to the requirements of the Relevant Laws, Regulations and Guidelines, for so long as the Trust is Listed, the Manager may:

- 7.7.1** *repurchase or acquire Units on a securities exchange (“Market Purchase”); or*

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

7.7.2 *make an offer to repurchase Units, otherwise than on a securities exchange and by way of an “off-market” acquisition of the Units on an “equal access scheme” (as defined below) (“Off-Market Purchase”),*

(each a form of “Unit Buy-back”), and to deal with any of the Units so purchased or acquired in accordance with this Clause 7.

For the purpose of this Clause 7, an “equal access scheme” is a scheme which satisfies the following criteria:

- (i) the offers under the scheme are to be made to every person who holds Units to purchase or acquire the same percentage of their Units;*
- (ii) all of those persons have a reasonable opportunity to accept the offers made to them; and*
- (iii) the terms of all the offers are the same except that there shall be disregarded:*
 - (a) differences in consideration attributable to the fact that the offers relate to Units with different accrued distribution entitlements;*
 - (b) differences in consideration attributable to the fact that the offers relate to Units with different amounts remaining unpaid; and*
 - (c) differences in the offers introduced solely to ensure that each Holder is left with a whole number of Units.*

7.8 Procedure for Repurchase of Units via a Market Purchase

For so long as the Trust is Listed on the SGX-ST, where Units are repurchased via a Market Purchase, the notice of general meeting specifying the intention to propose a resolution to authorise a Market Purchase shall:

- 7.8.1** *specify the maximum number of Units or the maximum percentage of Units authorised to be acquired or purchased;*
- 7.8.2** *determine the maximum price which may be paid for the Units (either by specifying a particular sum or by providing a basis or formula for calculating the amount of the price in question without reference to any person’s discretion or opinion);*
- 7.8.3** *specify a date on which the authority is to expire, being a date that must not be later than the date on which the next Annual General Meeting is, or is required by law to be, held, whichever is earlier; and*
- 7.8.4** *specify the sources of funds to be used for the purchase or acquisition including the amount of financing and its impact on the Trust’s financial position.*

The resolution authorising a Market Purchase may be unconditional or subject to conditions and shall state the particulars set out in Clauses 7.8.1 to 7.8.4.

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

7.8.5 *The authority for a Market Purchase may, from time to time, be varied or revoked by the Holders in a general meeting. A resolution to confer or vary the authority for a Market Purchase may determine the maximum price for purchase or acquisition by:*

- (i) specifying a particular sum; or*
- (ii) providing a basis or formula for calculating the amount of the price in question without reference to any person’s discretion or opinion.*

7.9 Procedure for Repurchase of Units via an Off-Market Purchase

7.9.1 *For so long as the Trust is Listed on the SGX-ST, where Units are repurchased via an Off-Market Purchase, the notice of general meeting of Holders specifying the intention to propose a resolution to authorise an Off-Market Purchase shall:*

- (i) specify the maximum number of Units or the maximum percentage of Units authorised to be acquired or purchased;*
- (ii) determine the maximum price which may be paid for the Units (either by specifying a particular sum or by providing a basis or formula for calculating the amount of the price in question without reference to any person’s discretion or opinion);*
- (iii) specify a date on which the authority is to expire, being a date that must not be later than the date on which the next Annual General Meeting is, or is required by law to be, held, whichever is earlier; and*
- (iv) specify the sources of funds to be used for the purchase or acquisition including the amount of financing and its impact on the Trust’s financial position.*

The resolution authorising an Off-Market Purchase may be unconditional or subject to conditions and shall state the particulars set out in Clauses 7.9(i) to 7.9(iv).

The authority for an Off-Market Purchase may, from time to time, be varied or revoked by the Holders in a general meeting. A resolution to confer or vary the authority for an Off-Market Purchase may determine the maximum price for purchase or acquisition by:

- (v) specifying a particular sum; or*
- (vi) providing a basis or formula for calculating the amount of the price in question without reference to any person’s discretion or opinion.*

7.9.2 *For so long as the Trust is Listed on the SGX-ST, in the event that the Manager decides to make any offer to repurchase Units via an Off-Market Purchase, the Manager will send an offer notice to Holders. Holders wishing to take up the offer will be asked to respond by sending a request in writing for the repurchase of their Units. At such request in writing of a Holder (or, in the case of Joint Holders, all the Joint Holders), the Manager will repurchase, in accordance with this Clause 7 and the Relevant Laws, Regulations and Guidelines, such number of the Units entered against his name in the Register or the Depository Register (as the case may be) as are required by the Holder to be repurchased.*

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

7.10 Reporting Requirements

Subject to the Relevant Laws, Regulations and Guidelines, for so long as the Trust is Listed on the SGX-ST, the Manager shall:

7.10.1 *notify the SGX-ST (in the form of an announcement on SGXNET) of all purchases of Units in accordance with the Listing Rules and in such form and with such details as the SGX-ST may prescribe; and*

7.10.2 *make an announcement on SGXNET at the same time it notifies the SGX-ST of any purchase of Units pursuant to any Unit Buy-back Mandate, that the board of directors of the Manager is satisfied on reasonable grounds that, immediately after the purchase of Units, the Manager will be able to fulfil, from the Deposited Property, the Liabilities as these liabilities fall due.”*

II. DISTRIBUTIONS

“11. Distributions

11.1 Distribution of Income

For so long as the Trust is Unlisted, subject to the Relevant Rules, Laws, Regulations and Guidelines and this Clause 11, the Manager may at its discretion declare distributions of Income.

For so long as the Trust is Listed, subject to this Clause 11 and the Relevant Laws, Regulations and Guidelines, the Manager shall make regular distributions of all (or such lower percentage as determined by the Manager in its absolute discretion) of its Distributable Income to Holders at quarterly, half-yearly or yearly intervals or at such other intervals as the Manager shall decide in its absolute discretion.

The Manager shall further procure that any Special Purpose Vehicle owned by the Trust will similarly distribute all (or such lower percentage as determined by the Manager in its absolute discretion) of their respective income and gains that are legally available for distribution.

11.2 Manager to Collect

The Manager must collect and pay to the Trustee and the Trustee must receive all moneys, rights and property paid or receivable in respect of the Trust.

11.3 Determination of Income and Reserves

The Manager (acting after consulting the Auditors) is to determine whether any item is income in nature or capital in nature and the extent to which reserves or provisions need to be made. If the Manager determines any item to be capital, the Manager may apply it to any item in the balance sheet of the Trust including, without limitation, Holders’ funds and Investments. This Clause 11.3 applies to distributions and to books of account.

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

11.4 Frequency of Distribution of Income

For so long as the Trust is Unlisted, the Manager shall have the discretion to determine the frequency of each distribution of Income.

For so long as the Trust is Listed, the Manager will endeavour to ensure that for each Financial Year there is at least one distribution and the last distribution covers the period up to the last day of the Financial Year. For each Distribution Period the Manager will calculate, and the Trustee will distribute, each Holder’s Distribution Entitlement, in accordance with the provisions of this Clause 11.

11.5 Distribution Entitlement

11.5.1 *“Distribution Amount” for a Distribution Period ending other than on the last day of a Financial Year is to be determined in accordance with the following formula:*

$$DA = (P \text{ of } IDI) + C$$

Where:

“DA” *is the Distribution Amount for that Distribution Period;*

“P” *is the percentage as determined by the Manager;*

“IDI” *is the Interim Distributable Income for that Distribution Period determined by the Manager (based on the interim unaudited financial statements of the Trust for that Distribution Period) as representing the consolidated net profit of the Trust and the Special Purpose Vehicles for that Distribution Period, after provision for tax, and as adjusted to eliminate the effects of Adjustments; and*

“C” *is any additional amount (including capital), which may be a negative amount, which the Manager has determined is to be distributed or if thought fit by the Manager, to be transferred to or from an undistributed income reserve account.*

11.5.2 *The “Distribution Amount” for a Distribution Period ending on the last day of a Financial Year is to be determined in accordance with the following formula:*

$$DA = (P \text{ of } DI) + C - D$$

Where:

“DA” *is the Distribution Amount for that Distribution Period;*

“DI” *is the amount (if any) of the Distributable Income for that Financial Year;*

“P” *is the percentage as determined by the Manager;*

“C” *is any additional amount (including capital), which may be a negative amount, which the Manager has determined is to be distributed or if thought fit by the Manager, to be transferred to or from an undistributed income reserve account; and*

“D” *is the aggregate of the Distribution Amount(s) for the previous Distribution Period(s) of that Financial Year.*

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

11.5.3 *Each Holder’s Distribution Entitlement is to be determined in accordance with the following formula:*

$$DE = DA \times \frac{UH}{UI}$$

where:

“**DE**” *is the Distribution Entitlement;*

“**DA**” *is the Distribution Amount;*

“**UH**” *is the number of Units held by the Holder, at the close of business on the Record Date for the relevant Distribution Period adjusted to the extent he is entitled to participate in the Distribution Amount; and*

“**UI**” *is the number of Units in issue in the Trust at the close of business on the Record Date for the relevant Distribution Period adjusted to the extent the Holder is entitled to participate in the Distribution Amount.*

11.6 Distribution of Entitlement

11.6.1 *The Trustee must in respect of each Distribution Period pay to each Holder, his Distribution Entitlement on or before the Distribution Date for the Distribution Period.*

11.6.2 *For the purpose of identifying the persons who are entitled to the Distribution Entitlement for a Distribution Period, the persons who are Holders on the Record Date for that Distribution Period have an absolute, vested and indefeasible interest in their respective Distribution Entitlements for that Distribution Period.*

11.6.3 *The Manager and the Trustee must deduct from each Holder’s Distribution Entitlement all amounts which:*

- (i) are necessary to avoid distributing a fraction of a cent;*
- (ii) the Manager determines not to be practical to distribute on a Distribution Date;*
- (iii) equal any amount of Tax which has been paid or which the Manager determines is or may be payable by the Trustee or the Manager in respect of the portion of the income of the Trust attributable to such Holder or the amount of the distribution otherwise distributable to such Holder;*
- (iv) are required to be deducted by law, the Tax Ruling or this Deed; or*
- (v) are payable by the Holder to the Trustee or the Manager.*

11.6.4 *The Manager must direct the Trustee as to how any sum so retained is to be applied and/or paid.*

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

11.7 Holder Notification

Each Holder must as and when required by the Manager, provide such information as to his place of residence or any other information relevant for taxation purposes as the Manager may from time to time determine.

11.8 Composition of Distribution

Following the end of each Financial Year, the Manager must notify each Holder of:

11.8.1 *the extent to which a distribution under this Clause 11 is composed of, and the types of, income and capital (which shall be determined by the Manager in its absolute discretion); and*

11.8.2 *any amounts deducted under Clauses 11.6.3(iii) and 11.6.3(iv).*

11.9 Tax Declaration Forms and Tax Distribution Vouchers

11.9.1 *The Manager shall, where necessary, in respect of each Distribution Period before the Distribution Amounts are paid out, send or procure to send to each Holder, a tax declaration form for the purpose of each Holder declaring his tax status. The Manager and the Trustee may rely on any representation made by a Holder as to his tax status made on each relevant tax declaration form returned to the Manager (or its agent) or the Trustee to determine whether or not to deduct Tax from the Distribution Amount. If a Holder fails to make any such declaration in time for a distribution, the Manager and the Trustee shall proceed to deduct the appropriate amount of Tax from the Distribution Amount due to that Holder.*

11.9.2 *On a distribution having been made, the Trustee shall where necessary issue to each Holder a tax distribution voucher prepared by the Manager in a form approved by the Trustee and the IRAS (where applicable). In the case of any distribution made or on termination of the Trust, each tax distribution voucher shall show what proportion of the distribution represents capital, what proportion represents income exempt from Singapore income tax or income subject to Singapore income tax and what proportion represents the portion of any tax payable by the Trustee on income and gains attributable to the Holders.*

11.9.3 *For the avoidance of doubt, the Manager is responsible for ensuring that the Trust complies with all taxation matters applicable to it, and the Manager shall (or shall instruct the Trustee to) tend to any registrations, notifications, filings or other reporting requirements imposed as a consequence of the foregoing.*

11.10 Categories and Sources of Income

11.10.1 *For any category or source of income the Manager may keep separate accounts and allocate the income from any category or source to any Holder.*

11.10.2 *The Manager may cause the distribution of any amount recorded in an account or record kept pursuant to Clause 11.10.1 before the distribution of any other amount.*

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

11.11 Distribution Policy

The Manager and the Trustee acknowledge that subject to Clause 11.1, the Trust’s distribution policy on and after the Listing Date is to distribute as much of its income as practicable.

11.12 Distribution Reinvestment Arrangements

The Manager may advise Holders, from time to time in writing that Holders, may, on terms as permitted by the Property Funds Appendix, the Listing Rules or the listing rules of the relevant Recognised Stock Exchange and all other Relevant Laws, Regulations and Guidelines and as specified in the notice, participate in an arrangement under which Holders may request that all or a proportion of specified distributions due to them be applied to the issue of further Units PROVIDED THAT the Issue Price for any such Units to be issued shall be the Issue Price determined in accordance with Clause 5.3 if the Units are Listed and Clause 5.4 if the Units are Unlisted. The Units so issued shall be deemed to be purchased by such Holders. The Manager shall be entitled to amend the terms of any such distribution reinvestment arrangements from time to time by notice in writing to Holders.

11.13 Capitalisation of Undistributed Distribution Amount

Prior to the Listing Date, the Manager, with the agreement of all Holders, may elect not to distribute in accordance with Clause 11.4 and in lieu of such distribution capitalise the undistributed Distribution Amount.

11.14 Distribution of Capital and Unrealised Gains

Subject to the Relevant Laws, Regulations and Guidelines, the Manager may with the consent of the Trustee (which consent shall not be unreasonably withheld) cause the distribution of:

11.14.1 *an amount which represents part of the capital of the Trust and which the Manager reasonably determines to be in excess of the financial needs of the Trust; or*

11.14.2 *an amount which represents part or all of the unrealised gains (including any revaluation gains) due to the increase in the capital value of the Real Estate held by the Trust; or*

11.14.3 *any other amount which the Manager deems appropriate.*

12. Place and Conditions of Payment

12.1 Place and Conditions of Payment

12.1.1 *Any moneys payable by the Trustee to any Holder on the relevant Record Date under the provisions of this Deed shall be paid in the case of Holders who do not hold their Units jointly with any other person, by cheque or warrant (if applicable) sent through the post to the registered address of such Holder or, in the case of Joint Holders, to the registered address of the Joint Holder who is first named in the Register or to the registered address of any other of the Joint Holders as may be authorised by all of them. Every such cheque or warrant shall be made payable to the order of the person to whom it is delivered or sent and payment of the*

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

cheque or warrant by the banker upon whom it is drawn shall be a satisfaction of the moneys payable and shall be a good discharge to the Trustee. Where the Trustee receives the necessary authority in such form as the Trustee shall consider sufficient, the Trustee shall pay the amount due to any Holder to his bankers or other agent and the receipt of such an amount by such bankers or other agent shall be a good discharge therefor. Any moneys payable by the Trustee to any Depositor appearing in the Depository Register on the relevant Record Date under the provisions of this Deed shall be paid, in the case of such Depositor’s Units credited into a Securities Account, by transferring such moneys into the Depository’s bank account (as notified to the Manager and the Trustee) and by the Trustee causing the Depository to make payment thereof to such Depositor by cheque sent through the post to the address of such Depositor on record with the Depository or, in the case of Joint Depositors, to the registered address of the Joint Depositors on record with the Depository or by any other form as may be agreed between the Manager and the Depository. Payment of the moneys by the Trustee to the Depository shall be a satisfaction of the moneys payable to the relevant Depositor and shall be a good discharge to the Trustee. Any charges payable to the Depository for the distribution of moneys to Depositors under this Deed shall be borne out of the Deposited Property.

12.1.2 *No amount payable to any Holder or Depositor shall bear interest.*

12.2 Deductions

Before any payment is made to a Holder, there shall be deducted such amounts as any law of Singapore or any law of any other country in which such payment is made may require or allow in respect of any income or other taxes, charges or assessments whatsoever and there may also be deducted the amount of any stamp duties or other government taxes or charges payable by the Manager or (as the case may be) the Trustee for which the Manager or (as the case may be) the Trustee may be made liable in respect of such payment or any documents signed by it in connection therewith.

Neither the Manager nor the Trustee shall be liable to account to a Holder for any payment made or suffered to be made by the Manager or (as the case may be) the Trustee in good faith and in the absence of fraud, gross negligence, wilful default, a breach of this Deed or a breach of trust (in the case of the Trustee) to any duly empowered fiscal authority of Singapore or elsewhere for taxes or other charges in any way arising out of or relating to any transaction of whatsoever nature under this Deed notwithstanding that any such payments ought not to be, or need not have been, made or suffered to be made.

12.3 Receipt of Holders

The receipt of the Holder or (as the case may be) the Depository on behalf of the Depositors, for any amounts payable in respect of Units shall be a good discharge to the Manager or (as the case may be) the Trustee and if several persons are registered as Joint Holders or, in consequence of the death of a Holder, are entitled to be so registered, any one of them may give effectual receipts for any such amounts.

12.4 Unclaimed Moneys

12.4.1 *Any moneys payable to a Holder under this Deed which remain unclaimed after a period of 12 months shall be accumulated in a special account (the “**Unclaimed Moneys Account**”) from which the Trustee may, from time to time, make payments to a Holder claiming any such moneys.*

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

12.4.2 *Subject to Clause 26, the Trustee shall cause such sums which represent moneys remaining in the Unclaimed Moneys Account for five years after the date for payment of such moneys into the Unclaimed Moneys Account and interest, if any, earned thereon to be paid into the courts of Singapore and any fees, costs and expenses incurred in relation to such payment into the courts of Singapore shall be deducted from the moneys payable to the relevant Holder PROVIDED THAT if the said moneys are insufficient to meet the payment of all such fees, costs and expenses, the Trustee shall be entitled to have recourse to the Deposited Property for such payment.*

12.4.3 *Clauses 12.4.1 and 12.4.2 shall not apply to moneys payable to a Holder which remain unclaimed where the Trust is Listed on the SGX-ST and to the extent that such unclaimed moneys are held by the Depository. Subject to Clause 26, the Trustee shall cause such sums which are returned by the Depository to the Trustee (and which have remained unclaimed by a Holder for a period of six years after the time when such moneys became payable to such Holder) to be paid into the courts of Singapore and any fees, costs and expenses incurred in relation to such payment into the courts of Singapore shall be deducted from the moneys payable to the relevant Holder PROVIDED THAT if the said moneys are insufficient to meet the payment of all such fees, costs and expenses, the Trustee shall be entitled to have recourse to the Deposited Property for such payment.”*

III. VOTING

“30. **Meetings of Holders**

“The provisions set out in Schedule 1 relating to meetings of Holders shall have effect as if the same were included herein.

...

SCHEDULE 1

MEETINGS OF HOLDERS

- 1. For so long as the Trust is authorised as a collective investment scheme under the Securities and Futures Act, a general meeting to be called the “Annual General Meeting” shall, in addition to any other meeting of Holders, be held once in every calendar year and not more than 15 months after the holding of the last preceding Annual General Meeting, but so long as the Trust holds its first Annual General Meeting by 31 January 2018, the Trust need not hold it in the year of its constitution or in the following two years. Save as set out above and in Clause 21, all Annual General Meetings may be held at such time and place as may be determined by the Trustee and the Manager. All other general meetings shall be called Extraordinary General Meetings.*
- 2. The Trustee or the Manager (and the Manager shall at the request in writing of not less than 50 Holders or Holders representing not less than 10.0% of the issued Units of the Trust) may at any time convene a meeting of Holders at such time and place (subject as hereinafter provided) as may be thought fit and the following provisions of this Schedule shall apply thereto. Any such meeting convened shall be held in Singapore.*

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

3. *Prior to the Listing Date, the Manager or (being a Holder) any Associate thereof shall be entitled to receive notice of and attend at any such meeting and shall be entitled to vote or be counted in the quorum thereof at a meeting convened to consider a matter in respect of which the Manager or any Associate has a material interest.*
4. *After the Listing Date, the Manager or (being a Holder), the controlling shareholders (as defined in the Listing Rules) of the Manager and any Associate thereof shall be entitled to receive notice of and attend at any such meeting but shall subject to paragraph 5(ii) of this Schedule, not be entitled to vote or be counted in the quorum thereof at a meeting convened to consider a matter in respect of which the relevant controlling shareholders of the Manager or any Associate has a material interest (including, for the avoidance of doubt, interested person transactions (as defined in the Listing Rules and/or the listing rules of other relevant Recognised Stock Exchange) and interested party transactions (as defined in the Property Funds Appendix)) and accordingly for the purposes of the following provisions of this Schedule, Units held or deemed to be held by the Manager or any Associate shall not be regarded as being in issue under such circumstances. Any director, the secretary and any solicitor of the Manager, the Trustee and directors and any authorised official and any solicitor of the Trustee shall be entitled to attend and be heard at any such meeting.*
5. *A meeting of Holders duly convened and held in accordance with the provisions of this Schedule shall be competent by:*
 - (i) *Extraordinary Resolution to:*
 - (a) *sanction any modification, alteration or addition to the provisions of this Deed which shall be agreed by the Trustee and the Manager as provided in Clause 28 of this Deed;*
 - (b) *sanction a supplemental deed (including an amending and restating deed) increasing the maximum permitted limit or any change in the structure of the Management Fee the Acquisition Fee, the Divestment Fee and the Trustee’s remuneration as provided in Clause 15 of this Deed;*
 - (c) *remove the Auditors and appoint other Auditors in their place as provided in Clause 22.3 of this Deed;*
 - (d) *remove the Trustee as provided in Clause 23.3.4 of this Deed;*
 - (e) *direct the Trustee to take any action pursuant to Section 295 of the Securities and Futures Act (relating to the winding up of the Trust); and*
 - (f) *delist the Trust after it has been Listed as provided in Clause 9.2 of this Deed; and*
 - (ii) *a resolution duly proposed and passed as such by a simple majority of Holders present and voting at a general meeting, with no Holder being disenfranchised, to remove the Manager as provided in Clause 24.1.4 of this Deed,*

and shall have such further or other powers under such terms and conditions as may be determined by the Manager with the prior written approval of the Trustee.

Any decision to be made by resolution of the Holders other than those specified in this paragraph 5(i) and (ii), shall be made by Ordinary Resolution, unless an Extraordinary Resolution is required by the Securities and Futures Act, the Code or the Listing Rules or the listing rules of any other relevant Recognised Stock Exchange.

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

- 5.1 *Subject to paragraph 5.2 below, at least two days’ notice (in the case of Holders’ meetings prior to the Listing Date) or 14 days’ notice (in the case of Holders’ meetings after the Listing Date to pass an Ordinary Resolution) (not inclusive of the day on which the notice is served or deemed to be served and of the day for which the notice is given) or 21 days’ notice (in the case of Holders’ meetings after the Listing Date to pass an Extraordinary Resolution) (not inclusive of the day on which the notice is served or deemed to be served and of the day for which the notice is given) of every meeting shall be given to the Holders in manner provided in this Deed. The notice shall specify the place, day and hour of meeting and the terms of the resolutions to be proposed, and each such notice shall where required by any Relevant Laws, Regulations and Guidelines be given by advertisement in the daily press and in writing to each stock exchange on which the Trust is listed. A copy of the notice shall be sent by post to the Trustee unless the meeting shall be convened by the Trustee. Any accidental omission to give notice to or the non-receipt of notice by any of the Holders shall not invalidate the proceedings at any meeting. Any notice of a meeting called to consider special business shall be accompanied by a statement regarding the effect of any proposed resolutions in respect of such businesses.*
- 5.2 *Notwithstanding the provisions of paragraph 5.1 above, a meeting of Holders convened by the Trustee for the purposes of the winding up of the Trust pursuant to the Securities and Futures Act shall comply with the relevant requirements of the Securities and Futures Act.*
6. *The quorum shall be one Holder if the Trust has only one Holder prior to the Listing Date. After the Listing Date (or if the Trust has more than one Holder prior to the Listing Date), the quorum shall be not less than two Holders (whether present in person or by proxy) together holding or representing one-tenth in value of all the Units for the time being in issue. No business shall be transacted at any meeting unless the requisite quorum is present at the commencement of business.*
7. *If within half an hour from the time appointed for the meeting a quorum is not present the meeting shall stand adjourned to such day and time being not less than 15 days thereafter and to such place as shall be determined for the purpose by the Chairman of the meeting. Notice of the adjourned meeting shall be given in the same manner as for an original meeting. Such notice shall state that the Holders present at the adjourned meeting whatever their number and the value of the Units held by them will form a quorum thereat. At any such adjourned meeting the Holders present in person or by proxy thereat shall be a quorum.*
8. *A person nominated in writing by the Trustee shall preside at every meeting and if no such person is nominated or if at any meeting the person nominated shall not be present within fifteen minutes after the time appointed for holding the meeting, the Holders present shall choose one of their number to be Chairman.*
9. *The Chairman may with the consent of any meeting at which a quorum is present and shall if so directed by the meeting adjourn the meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting except business which might lawfully have been transacted at the meeting from which the adjournment took place.*
10. *At any meeting a resolution put to the vote of the meeting shall, subject to the requirements of the prevailing Relevant Laws, Regulations and Guidelines, be decided on a poll. A Holder shall not be entitled to vote unless all calls or other sums personally payable by him in respect of Units have been paid. Every Holder shall, notwithstanding any provision to the contrary in this Deed, have a right to attend any general meeting of the Holders and to speak and vote on any resolution before the meeting in accordance with this Schedule.*

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

11. *A poll shall be taken in such manner as the Chairman may direct and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was conducted.*
12. *A poll shall be taken at such time and place as the Chairman directs.*
13. *On a poll every Holder who is present in person or by proxy shall have one vote for every Unit of which he is the Holder. A person entitled to more than one vote need not use all his votes or cast them the same way. Notwithstanding any provisions to the contrary in this Deed, the Manager may determine that the proxy vote at any meeting may be received electronically through a proxy voting website, and if the Manager so determines that the proxy vote may be received electronically through a proxy voting website, a Holder may for such meeting vote by proxy electronically through the proxy voting website, provided that the Holder have enrolled or registered at such proxy voting website (if such enrolment or registration is required).*
14. *In the case of Joint Holders the vote of the senior who tenders a vote whether in person or by proxy shall be accepted to the exclusion of the vote of the other Joint Holders and for this purpose seniority shall be determined by the order in which the names stand in the Register, the first being the senior.*
15. *On a poll votes may be given either personally or by proxy.*
16. *The instrument appointing a proxy shall be in writing, under the hand of the appointor or of his attorney duly authorised in writing or if the appointor is a corporation either under the common seal or under the hand of an officer or attorney so authorised.*
17. *The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a notarially certified copy of such power or authority shall be deposited at such place as the Trustee or the Manager with the approval of the Trustee may in the notice convening the meeting direct or if no such place is appointed then at the registered office of the Manager not less than 72 hours before the time appointed for holding the meeting or adjourned meeting (or in the case of a poll before the time appointed for the taking of the poll) at which the person named in the instrument proposes to vote and in default the instrument of proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiration of 12 months from the date named in it as the date of its execution. A person appointed to act as a proxy need not be a Holder. The valid instrument appointing a proxy to vote at a meeting of the Holders shall be deemed to confer the same authority to demand or join in demanding a poll as that of the appointing Holder.*
18. *An instrument of proxy may be in the usual common form or in any other form which the Trustee shall approve.*
19. *A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed or the transfer of the Units in respect of which the proxy is given PROVIDED THAT no intimation in writing of such death, insanity, revocation or transfer shall have been received at the place appointed for the deposit of proxies or if no such place is appointed at the registered office of the Manager before the commencement of the meeting or adjourned meeting at which the proxy is used.*

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

20. *Minutes of all resolutions and proceedings at every meeting shall be made and duly entered in books to be from time to time provided for that purpose by the Manager at the expense of the Manager and any such minute as aforesaid if purporting to be signed by the Chairman of the meeting shall be conclusive evidence of the matters therein stated and until the contrary is proved, every such meeting in respect of the proceedings of which minutes have been made shall be deemed to have been duly held and convened and all resolutions passed thereat to have been duly passed.*
21. *A resolution in writing signed by or on behalf of all the Holders for the time being entitled to receive notice of any meeting of Holders shall be as valid and effectual as a resolution (including an Extraordinary Resolution) passed at a meeting of those Holders duly called and constituted. Such resolution may be contained in one document or in several documents in the like form each signed by or on behalf of one or more of the Holders concerned.*
22. *For the purpose of this Deed, an Extraordinary Resolution means a resolution proposed and passed as such by a majority consisting of 75.0% or more of the total number of votes cast for and against such resolution at a meeting of Holders or (as the case may be) Depositors named in the Depository Register as at 72 hours before the time of such meeting as certified by the Depository to the Manager and an Ordinary Resolution means a resolution proposed and passed as such by a majority being greater than 50.0% of the total number of votes cast for and against such resolution at a meeting of Holders or (as the case may be) Depositors named in the Depository Register as at 72 hours before the time of such meeting as certified by the Depository to the Manager.*

An Extraordinary Resolution or (as the case may be) an Ordinary Resolution shall be binding on all Holders whether or not present at the relevant meeting and each of the Holders and the Trustee and the Manager shall, subject to the provision relating to indemnity in this Deed, be bound to give effect thereto accordingly.

23. *A corporation, being a Holder, may by resolution of its directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of Holders and the person so authorised shall upon production of a copy of such resolution certified by a director of the corporation to be a true copy, be entitled to exercise the powers on behalf of the corporation so represented as the corporation could exercise in person if it were an individual.*
24. *For the purposes of determining the number of Units held in respect of Units registered in the name of the Depository and the number of votes which a particular Holder may cast in respect of such Units, each of the Trustee and the Manager shall be entitled and bound to accept as accurate the number of Units credited into the Securities Account(s) of the relevant Depositor as shown in the records of the Depository as at a time not earlier than 72 hours prior to the time of the relevant meeting, supplied by the Depository to the Trustee, and to accept as the maximum number of votes which in aggregate that Depositor and his proxy(ies) (if any) are able to cast on a poll a number which is the number of Units credited into the Securities Account(s) of the relevant Depositor, as shown in the aforementioned records of the Depository, whether that number is greater or smaller than that specified by the Depositor or in the instrument of proxy. Neither the Trustee nor the Manager shall under any circumstances be responsible for, or liable to any person as a result of it, acting upon or relying on the aforementioned records of the Depository.*

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

25. *Notwithstanding anything in this Deed, where a corporation is beneficially entitled to all the Units in issue and a minute is signed by a duly authorised representative of the corporation stating that any act, matter, or thing, or any Ordinary Resolution or Extraordinary Resolution, required by this Deed to be made, performed, or passed by or at a meeting of Holders has been made, performed, or passed, that act, matter, thing, or resolution shall, for all purposes, be deemed to have been duly made, performed, or passed by or at a meeting of Holders duly convened and at which a quorum is formed. For the avoidance of doubt, paragraph 8 of this Schedule need not be complied with when any act, matter, thing, or resolution is deemed to have been duly made, performed, or passed by or at a duly convened meeting of Holders by virtue of this paragraph 25.*
26. *Notwithstanding any provision to the contrary in this Deed, a Holder who is a relevant intermediary may appoint more than two proxies in relation to a general meeting to exercise all or any of its rights to attend and to speak and vote at the general meeting, but each proxy must be appointed to exercise the rights attached to a different Unit or Units held by it (and where relevant, which number and class of Units shall be specified).*
27. *For the avoidance of doubt, notwithstanding anything in this Deed, Holders who have used their Central Provident Fund monies to subscribe or purchase Units through the CPF Investment Scheme are allowed to attend any general meetings as observers, PROVIDED THAT such Holders have submitted their requests to attend the general meeting through their Central Provident Fund agent banks.”*

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

SCHEDULE C

CONSOLIDATED STATEMENT OF FINANCIAL POSITION OF FLT

The unaudited statement of financial position of FLT as at 31 December 2019 and the audited statement of financial position of FLT as at 30 September 2019 are set out below:

	As at 31 December 2019		As at 30 September 2019	
	A\$'000	S\$'000 ⁽¹⁾	A\$'000	S\$'000 ⁽²⁾
Non-current assets				
Investment properties	3,813,350	3,600,946	3,554,142	3,307,840
Derivative assets	6,468	6,108	2,117	1,970
	<u>3,819,818</u>	<u>3,607,054</u>	<u>3,556,259</u>	<u>3,309,810</u>
Current assets				
Cash and cash equivalents	104,773	98,937	128,381	119,484
Trade and other receivables	20,504	19,362	14,176	13,194
Derivative assets	573	541	2,070	1,927
Investment property held for sale	13,500	12,748	18,000	16,753
	<u>139,350</u>	<u>131,588</u>	<u>162,627</u>	<u>151,358</u>
Total assets	<u>3,959,168</u>	<u>3,738,642</u>	<u>3,718,886</u>	<u>3,461,168</u>
Current liabilities				
Trade and other payables	58,096	54,860	53,217	49,529
Borrowings	250,475	236,524	206,237	191,945
Derivative liabilities	1,053	994	1,072	998
Current tax liabilities	8,704	8,219	10,429	9,706
	<u>318,328</u>	<u>300,597</u>	<u>270,955</u>	<u>252,178</u>
Non-current liabilities				
Trade and other payables	4,317	4,077	3,367	3,134
Borrowings	1,263,408	1,193,036	1,029,555	958,207
Derivative liabilities	8,164	7,709	9,674	9,004
Deferred tax liabilities	63,884	60,326	62,598	58,260
	<u>1,339,773</u>	<u>1,265,148</u>	<u>1,105,194</u>	<u>1,028,605</u>
Total liabilities	<u>1,658,101</u>	<u>1,565,745</u>	<u>1,376,149</u>	<u>1,280,783</u>
Net assets	<u>2,301,067</u>	<u>2,172,897</u>	<u>2,342,737</u>	<u>2,180,385</u>

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

	As at 31 December 2019		As at 30 September 2019	
	A\$'000	S\$'000 ⁽¹⁾	A\$'000	S\$'000 ⁽²⁾
Represented by:				
Unitholders' funds	2,268,923	2,142,544	2,313,810	2,153,463
Non-controlling interests	32,144	30,353	28,927	26,922
	2,301,067	2,172,897	2,342,737	2,180,385
FLT Units in issue and to be issued ('000)	2,263,514	2,263,514	2,258,878	2,258,878
Net asset value per FLT Unit (A\$)	1.00	–	1.02	–
Net asset value per FLT Unit (S\$)	–	0.94	–	0.95

Notes:

(1) S\$ equivalent of the A\$ figures translated based on the exchange rate as at 31 December 2019 of A\$1 : S\$0.9443

(2) S\$ equivalent of the A\$ figures translated based on the exchange rate as at 30 September 2019 of A\$1 : S\$0.9307

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

SCHEDULE D

SIGNIFICANT ACCOUNTING POLICIES OF FLT

The significant accounting policies of FLT have been extracted from the 2019 FLT Audited Financial Statements and, save for references to page numbers which have been altered to conform with the pagination of the Scheme Document, are set out below.

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

2.1 Basis of preparation

The financial statements of the Group have been prepared in accordance with the recommendations of Statement of Recommended Accounting Practice (“RAP”) 7 *Reporting Framework for Unit Trusts* issued by the Institute of Singapore Chartered Accountants, the applicable requirements of the Code on Collective Investment Schemes (the “CIS Code”) issued by the Monetary Authority of Singapore (the “MAS”) and the provisions of the Trust Deed. RAP 7 requires the accounting policies to generally comply with the principles relating to recognition and measurement under the Financial Reporting Standards in Singapore (“FRSs”).

This is the first set of the Group’s annual financial statements in which FRS 115 *Revenue from Contracts with Customers* and FRS 109 *Financial Instruments* have been applied. Changes to significant accounting policies are described in note 2.2.

The financial statements are presented in Australian dollars (“AUD”), which is the functional currency of the Trust and rounded to the nearest thousand (A\$’000), unless otherwise stated, and have been prepared on a historical cost basis except as disclosed in the accounting policies below.

The accounting policies set out below have been applied by the Group consistently to the periods presented in these financial statements and have been applied consistently by the Group entities.

Significant accounting judgements and estimates

The preparation of financial statements in conformity with RAP 7 requires the Manager to make judgements, estimates and assumptions that affect the application of accounting policies and reported amounts of assets, liabilities, income and expenses. Actual results may differ from these estimates. These estimates and underlying assumptions are reviewed on an ongoing basis. Revisions to accounting estimates are recognised in the period in which the estimate is revised and in any future periods affected.

The key assumptions concerning the future and other key sources of estimation uncertainty at the reporting date that have a significant risk of causing a material adjustment to the carrying amounts of assets within the next financial year are discussed below:

Valuation of investment properties

The Group’s investment properties are stated at their fair values, which are determined annually based on independent professional valuations undertaken. The fair values of investment properties are determined using the capitalisation and discounted cash flow methods. These estimated fair values may differ from the prices at which the Group’s investment properties could be sold at a particular time, since actual selling prices are negotiated between willing buyers and sellers. Also, certain estimates require an assessment of factors not within the Managers’ control, such as overall market conditions. As a result, actual results of operations and realisation of these investment properties could differ from the estimates set forth in these financial statements, and the difference could be significant. The carrying amount of investment properties is disclosed in the statement of financial position and the portfolio statement.

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

2.1 Basis of preparation (cont'd)

Measurement of fair values

When measuring the fair value of an asset or a liability, the Group uses observable market data as far as possible. Fair values are categorised into different levels in a fair value hierarchy based on the inputs used in the valuation techniques as follows:

- Level 1: quoted prices (unadjusted) in active markets for identical assets or liabilities.
- Level 2: inputs other than quoted prices included in Level 1 that are observable for the asset or liability, either directly (i.e. as prices) or indirectly (i.e. derived from prices).
- Level 3: inputs for the asset or liability that are not based on observable market data (unobservable inputs).

If the inputs used to measure the fair value of an asset or a liability fall into different levels of the fair value hierarchy, then the fair value measurement is categorised in its entirety in the same level of the fair value hierarchy as the lowest level input that is significant to the entire measurement (with Level 3 being the lowest).

The Group recognises transfers between levels of the fair value hierarchy as of the end of the financial year during which the change has occurred.

Further information about the assumptions made in measuring fair values is included in the following notes:

- Note 10 – Investment properties
- Note 27 – Fair values of financial instruments

2.2 Changes in accounting policies

The Group has applied the following FRSs, amendments to and interpretations of FRSs for the first time for the annual period beginning on 1 October 2018:

- FRS 115 *Revenue from Contracts with Customers*;
- *Clarifications to FRS 115 Revenue from Contracts with Customers* (Amendments to FRS 115);
- FRS 109 *Financial Instruments*;
- *Transfers of Investment Property* (Amendments to FRS 40); and
- INT FRS 122 *Foreign Currency Transactions and Advance Consideration*.

The application of the above standards did not have a material effect on the financial statements, except for FRS 109.

A. FRS 109 *Financial instruments*

FRS 109 sets out requirements for recognising and measuring financial assets, financial liabilities and some contracts to buy or sell non-financial items. It also introduces a new expected credit loss (“ECL”) model and a new general hedge accounting model.

As a result of the adoption of FRS 109, the Group has adopted consequential amendments to FRS 107 *Financial Instruments: Disclosures* that are applied to disclosures for 2019 but have not been generally applied to comparative information.

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

2.2 Changes in accounting policies (cont'd)

A. FRS 109 *Financial instruments* (cont'd)

Changes in accounting policies resulting from the adoption of FRS 109 have been applied by the Group retrospectively, except as described below.

- The Group has used an exemption not to restate comparative information for prior periods with respect to classification and measurement (including impairment) requirements. Accordingly, the information presented for 2018 does not generally reflect the requirements of FRS 109, but rather those of FRS 39 *Financial instruments: Recognition and measurement*.
- The determination of the business model within which a financial asset is held has been made on the basis of the facts and circumstances that existed at the date of initial application.
- Changes to hedge accounting policies have been applied prospectively.
- All hedging relationships designated under FRS 39 at 30 September 2018 met the criteria for hedge accounting under FRS 109 at 1 October 2018 and are therefore regarded as continuing hedging relationships.

The impact upon adoption of the recognition and measurement principles of FRS 109 is described below.

(i) **Classification and measurement of financial assets and financial liabilities**

FRS 109 contains three principal classification categories for financial assets: measured at amortised cost, fair value through unitholders' funds and fair value through profit or loss ("FVTPL"). The classification of financial assets under FRS 109 is generally based on the business model in which a financial asset is managed and its contractual cash flow characteristics. FRS 109 eliminates the previous FRS 39 categories of held to maturity, loans and receivables and available for sale.

FRS 109 largely retains the existing requirements in FRS 39 for the classification and measurement of financial liabilities.

The adoption of FRS 109 has not had a significant effect on the Group's accounting policies related to financial liabilities and derivative financial instruments.

For an explanation of how the Group classifies and measures financial instruments and accounts for related gains and losses under FRS 109, see note 2.13.

Trade and other receivables (excluding prepayments) and cash and cash equivalents that were classified as loans and receivables under FRS 39 have been classified at amortised cost under FRS 109 as at 1 October 2018. Derivative financial assets that were classified at fair value under FRS 39 continue to be classified at fair value under FRS 109 as at 1 October 2018.

There is no significant change to the measurement basis arising from the measurement model under FRS 109.

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

2.2 Changes in accounting policies (cont'd)

A. FRS 109 *Financial instruments* (cont'd)

(ii) *Impairment of financial assets*

FRS 109 replaces the ‘incurred loss’ model in FRS 39 with an ECL model. The new impairment model applies to financial assets measured at amortised cost.

Under FRS 109, credit losses are recognised earlier than under FRS 39. For assets in the scope of the FRS 109 impairment model, impairment losses are generally expected to increase and become more volatile. The Group and the Trust have determined that the application of FRS 109’s impairment requirements at 1 October 2018 did not result in a material additional allowance for impairment.

2.3 Standards issued but not yet effective

A number of new standards, interpretations and amendments to standards are effective for annual periods beginning after 1 October 2018 and earlier application is permitted; however, the Group has not early adopted the new or amended standards and interpretations in preparing these statements.

The following new FRSs, interpretations and amendments to FRSs are effective for annual periods beginning after 1 October 2018:

Applicable to financial statements for the year ending 30 September 2020

- FRS 116 *Leases*;
- INT FRS 123 *Uncertainty over Income Tax Treatments*; and
- *Previously Held Interest in a Joint Operation* (Amendments to FRS 103 and FRS 111).

The Group is in the process of assessing the impact of the new FRSs, amendments to and interpretations of FRSs on the financial statements. The Group’s preliminary assessment of FRS 116, which is expected to have an impact on the Group is described below.

FRS 116

FRS 116 introduces a single, on-balance sheet lease accounting model for lessees. A lessee recognises a right-of-use (ROU) asset representing its right to use the underlying asset and a lease liability representing its obligation to make lease payments. There are recognition exemptions for short-term leases and leases of low-value items. Lessor accounting remains similar to the current standard – i.e. lessors continue to classify leases as finance or operating leases. FRS 116 replaces existing lease accounting guidance, including FRS 17 *Leases*, INT FRS 104 *Determining whether an Arrangement contains a Lease*, INT FRS 15 *Operating Leases – Incentives* and INT FRS 27 *Evaluating the Substance of Transactions Involving the Legal Form of a Lease*. The standard is effective for annual periods beginning on or after 1 October 2019, with early adoption permitted.

The Group plans to apply FRS 116 initially on 1 October 2019, using the modified retrospective approach. Therefore, the cumulative effect of adopting FRS 116 will be recognised as an adjustment to the opening balance of unitholders’ funds at 1 October 2019, with no restatement of comparative information. The Group plans to apply the practical expedient to grandfather the definition of a lease on transition. This means that it will apply FRS 116 to all contracts entered into before 1 October 2019 and identified as leases in accordance with FRS 17 and INT FRS 104.

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

2.3 Standards issued but not yet effective (cont'd)

The Group as lessee

The Group expects to measure lease liabilities by applying a single discount rate to its portfolio of property leases with reasonably similar characteristics. Furthermore, the Group is likely to apply the practical expedient to recognise amounts of ROU assets equal to its lease liabilities at 1 October 2019. For lease contracts that contain the option to renew, the Group is expected to use hindsight in determining the lease term.

The Group expects its existing operating lease arrangements to be recognised as ROU assets with corresponding lease liabilities under the principles of FRS 116.

The Group’s operating lease commitments amounted to approximately A\$525.6 million as at 30 September 2019 (Note 24(b)). Under FRS 116, remaining lease payments under the operating leases will be recognised at their present value discounted using an appropriate discount rate. In addition, the nature of expenses will now change as FRS 116 replaces the straight-line operating lease expense with interest expense on lease liabilities. The Group is currently finalising the transition adjustments.

The Group as lessor

FRS 116 substantially carries forward the current existing lessor accounting requirements. Accordingly, the Group continues to classify its leases as operating leases or finance leases, and to account for these two types of leases using the existing operating lease and finance lease accounting models respectively.

2.4 Revenue

Rental income from operating leases

Rental income from investment properties is recognised in the statement of total return on a straight-line basis over the term of the lease. Lease incentives granted are recognised as an integral part of the total rental income, over the term of the lease.

2.5 Levies

A provision for levies is recognised when the condition that triggers the payment of the levy as specified in the relevant legislation is met. If a levy obligation is subject to a minimum activity threshold so that the obligating event is reaching a minimum activity, then a provision is recognised when that minimum activity threshold is reached.

2.6 Finance income and finance costs

The Group’s finance income and finance costs include:

- interest income;
- amortisation of debt upfront costs; and
- interest expense.

Interest income or expense is recognised using the effective interest method.

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

2.6 Finance income and finance costs (cont'd)

The 'effective interest rate' is the rate that exactly discounts estimated future cash payments or receipts through the expected life of the financial instrument to:

- the gross carrying amount of the financial asset; or
- the amortised cost of the financial liability.

In calculating interest income and expense, the effective interest rate is applied to the gross carrying amount of the asset (when the asset is not credit-impaired) or to the amortised cost of the liability. However, for financial assets that have become credit-impaired subsequent to initial recognition, interest income is calculated by applying the effective interest rate to the amortised cost of the financial asset. If the asset is no longer credit-impaired, then the calculation of interest income reverts to the gross basis.

Borrowing costs that are not directly attributable to the acquisition, construction or production of a qualifying asset are recognised in statement of total return using the effective interest method.

2.7 Taxes

Tax expense comprises current and deferred tax. Current tax and deferred tax are recognised in the statement of total return except to the extent that it relates to items recognised directly in unitholders' funds.

The Group has determined that interest and penalties related to income taxes, including uncertain tax treatments, do not meet the definition of income taxes, and therefore accounted for them under FRS 37 *Provisions, Contingent Liabilities and Contingent Assets*.

Current tax is the expected tax payable or receivable on the taxable income or loss for the year, using tax rates enacted or substantively enacted at the reporting date, and any adjustment to tax payable in respect of previous years. The amount of current tax payable or receivable is the best estimate of the tax amount expected to be paid or received that reflects uncertainty related to income taxes, if any.

Current tax assets and liabilities are offset only if certain criteria are met.

Deferred tax is recognised in respect of temporary differences between the carrying amounts of assets and liabilities for financing reporting purposes and the amounts used for taxation purposes. Deferred tax is not recognised for:

- temporary differences on the initial recognition of assets or liabilities in a transaction that is not a business combination and that affects neither accounting nor taxable profit or loss; and
- temporary differences related to investments in subsidiaries to the extent that the Group is able to control the timing of the reversal of the temporary differences and it is probable that they will not reverse in the foreseeable future.

The measurement of deferred taxes reflects the tax consequences that would follow the manner in which the Group expects, at the reporting date, to recover or settle the carrying amount of its assets and liabilities. For investment property that is measured at fair value, the presumption that the carrying amount of the investment property will be recovered through sale has not been rebutted. Deferred tax is measured at the tax rates that are expected to be applied to temporary differences when they reverse, based on the laws that have been enacted or substantively enacted by the reporting date.

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

2.7 Taxes (cont'd)

Deferred tax assets and liabilities are offset if there is a legally enforceable right to offset current tax liabilities and assets, and they relate to taxes levied by the same tax authority on the same taxable entity, or on different tax entities, but they intend to settle current tax liabilities and assets on a net basis or their tax assets and liabilities will be realised simultaneously.

Deferred tax assets are recognised for unused tax losses, unused tax credits and deductible temporary differences to the extent that it is probable that future taxable profits will be available against which they can be used. Future taxable profits are determined based on the reversal of relevant taxable temporary differences. If the amount of taxable temporary differences is insufficient to recognise a deferred tax asset in full, then future taxable profits, adjusted for reversals of existing temporary differences, are considered, based on the business plans for individual subsidiaries in the Group. Deferred tax assets are reviewed at each reporting date and are reduced to the extent that it is no longer probable that the related tax benefit will be realised; such reductions are reversed when the probability of future taxable profits improves.

Unrecognised deferred tax assets are reassessed at each reporting date and recognised to the extent that it has become probable that future taxable profits will be available against which they can be used.

The Trust has obtained tax rulings from the Inland Revenue Authority of Singapore (“IRAS”) in respect of Singapore taxation on certain income from the properties located overseas.

2.8 Earnings per Unit

The Group presents basic and diluted earnings per Unit. Basic earnings per Unit is calculated by dividing the total return attributable to Unitholders of the Group by the weighted average number of Units outstanding during the financial year. Diluted earnings per Unit is determined by adjusting the total return attributable to Unitholders and the weighted average number of Units outstanding adjusted for the effects of all dilutive potential Units.

2.9 Segment reporting

An operating segment is a component of the Group that engages in business activities from which they may earn revenue and incur expenses, including revenue and expenses that relate to transactions with any of the Group’s other components. All operating segments’ operating results are reviewed regularly by the Board of Directors of the Manager to make decisions about resources to be allocated to the segment and assess its performance, and for which discrete financial information is available.

Segment results that are reported to the Board of Directors of the Manager include items directly attributable to a segment as well as those that can be allocated on a reasonable basis. Unallocated items comprise mainly trust expenses.

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

2.10 Basis of consolidation and business combinations

(a) *Subsidiaries*

Subsidiaries are entities controlled by the Group. The Group controls an entity when it is exposed to, or has rights to, variable returns from its involvement with the entity and has the ability to affect those returns through its power over the entity.

(b) *Consolidation*

The financial year of the Group ends on 30 September unless otherwise stated. The consolidated financial statements incorporate the financial statements of the Group made up to 30 September. The financial statements of subsidiaries are prepared using consistent accounting policies. Adjustments are made to any dissimilar material accounting policies to conform to the Group’s significant accounting policies.

All intra-group balances, income and expenses and unrealised gains and losses resulting from intra-group transactions and dividends are eliminated in full.

Subsidiaries are consolidated from the date of acquisition, being the date on which the Group obtains control, and continue to be consolidated until the date that such control ceases.

(c) *Business combinations*

Business combinations are accounted for by applying the acquisition method in accordance with FRS 103 *Business Combinations* as at the date of acquisition, which is the date on which control is transferred. Identifiable assets acquired, liabilities and contingent liabilities assumed in a business combination are measured initially at their fair values at the acquisition date. Acquisition-related costs, other than those associated with the issue of debt or equity securities, that the Group incurs in connection with a business combination are recognised as expenses in the periods in which the costs are incurred and the services are received.

Any contingent consideration payable is recognised at fair value at the date of acquisition and included in the consideration transferred. If the contingent consideration that meets the definition of a financial instrument is recognised as equity, it is not remeasured and settlement is accounted for within unitholders’ funds. Otherwise, subsequent changes to the fair value of the contingent consideration are recognised in the statement of total return.

The consideration transferred does not include amounts related to the settlement of pre-existing relationships. Such amounts are generally recognised in the statement of total return.

The Group elects for each individual business combination, whether non-controlling interest (“NCI”) in the acquiree (if any), that are present ownership interests and entitle their holders to a proportionate share of net assets in event of liquidation, is recognised on the acquisition date at fair value, or at the non-controlling interest’s proportionate share of the acquiree’s identifiable net assets, at the date of acquisition. Other components of non-controlling interests are measured on their acquisition date at fair value, unless another measurement basis is required by another FRS.

Any excess of the sum of the fair value of the consideration transferred in the business combination, the amount of non-controlling interest in the acquiree (if any), and the fair value of the Group’s previously held equity interest in the acquiree (if any), over the net fair value of the acquiree’s identifiable assets and liabilities is recorded as goodwill. Any goodwill that arises is tested annually for impairment. Goodwill acquired in a business combination is initially measured at cost. Following initial recognition, goodwill is measured at cost less accumulated impairment losses. When the excess is negative, a bargain purchase is recognised immediately in the statement of total return.

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

2.10 Basis of consolidation and business combinations (cont'd)

(d) Property acquisitions and business combinations

At the time of acquisition, the Group considers whether each acquisition represents an acquisition of business or an acquisition of an asset. An acquisition is accounted for as a business combination where an integrated set of activities is acquired, in addition to the property. In determining whether an integrated set of activities is acquired, the Manager considers whether significant processes such as strategic management and operational processes, are acquired. Where significant processes are acquired, the acquisition is considered an acquisition of business and accounted for as stated above. Where the acquisition does not represent a business, it is accounted for as an acquisition of a group of assets and liabilities. The cost of acquisition is allocated to the assets and liabilities acquired and no goodwill or deferred tax is recognised.

(e) Joint operations

A joint operation is an arrangement in which the Group has joint control whereby the Group has rights to the assets, and obligations for the liabilities, relating to an arrangement. The Group accounts for each of its assets, liabilities and transactions, including its share of those held or incurred jointly, in relation to the joint operation.

(f) Subsidiaries in the separate financial statements

Investment in subsidiaries are stated in the Trust's statement of financial position at cost less accumulated losses.

2.11 Foreign currencies

(a) Foreign currency transactions

Transactions in foreign currencies are measured in the respective functional currencies of each entity at rates of exchange approximating those ruling at the transaction dates. Monetary assets and liabilities denominated in foreign currencies at the reporting date are translated to the functional currency at the rates ruling at the reporting date. The foreign currency gain or loss on monetary assets and liabilities is the difference between amortised cost in the functional currency at the beginning of the year, adjusted for effective interest and payments during the year, and the amortised cost in foreign currency translated at the exchange rate at the end of the year.

Non-monetary assets and liabilities measured at historical cost in a foreign currency are recorded using the exchange rates ruling at the date of the initial transactions. Non-monetary assets and liabilities measured at fair value in a foreign currency are translated using the exchange rates at the date that the fair value was measured. Foreign currency differences arising on the settlement of monetary assets and liabilities or translating monetary assets and liabilities are recognised in the statement of total return.

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

2.11 Foreign currencies (cont'd)

(b) Foreign operations

The assets and liabilities of foreign operations are translated to Australian dollars at exchange rates at the reporting date. The income and expenses of foreign operations are translated to Australian dollars at exchange rates at the dates of the transactions.

Foreign currency differences are recognised directly in the foreign currency translation reserve in unitholders' funds. However, if the foreign operation is not a wholly-owned subsidiary, then the relevant proportionate share of the translation difference is allocated to the NCI. When a foreign operation is disposed of such that control, joint control or significant influence is lost, the cumulative amount in the foreign currency translation reserve related to that foreign operation is reclassified to profit or loss or the statement of total return (as the case may be) as part of the gain or loss on disposal. When only part of the interest in a subsidiary that includes a foreign operation is disposed of while retaining control, the relevant proportion of the cumulative amount is reattributed to NCI.

When the settlement of a monetary item receivable from or payable to a foreign operation is neither planned nor likely in the foreseeable future, foreign exchange gains and losses arising from such a monetary item are considered to form part of a net investment in a foreign operation. These are recognised directly in the foreign currency translation reserve in unitholders' funds.

2.12 Investment properties

Investment properties are properties held to earn rental income and capital appreciation, but not for sale in the ordinary course of business, use in the production or supply of goods or services, or for administrative purposes.

Investment properties are measured at cost on initial recognition. Cost includes expenditure that is directly attributable to the acquisition of the investment properties.

Subsequent to initial recognition, investment properties are measured at fair value. Any gains or losses arising from changes in fair values of the investment properties are recognised in the statement of total return in the period in which they arise.

Fair value is determined at each reporting date in accordance with the Trust Deed. In addition, the investment properties are to be valued by independent professional valuers at least once a year, in accordance with the Code on Collective Investment Schemes ("CCIS") issued by MAS.

Investment properties are de-recognised when they have been disposed of or when the investment property is permanently withdrawn from use and no future economic benefit is expected from its disposal. Any gains or losses on the retirement or disposal of an investment property are recognised in the statement of total return in the year of retirement or disposal.

Subsequent expenditure relating to the investment properties that has already been recognised is added to the carrying amount of the asset when it is probable that future economic benefits, in excess of originally assessed standard of performance of the existing asset, will flow to the Group. All other subsequent expenditure is recognised as an expense in the period in which it is incurred.

Property that is being constructed for future use as an investment property is accounted for at fair value.

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

2.13 Financial instruments

(a) *Non-derivative financial assets*

Policy applicable from 1 October 2018

At initial recognition

A financial asset is recognised if the Group becomes a party to the contractual provisions of the financial asset.

At initial recognition, the Group measures a financial asset at its fair value plus, in the case of a financial asset not at fair value through profit or loss, transaction costs that are directly attributable to the acquisition of the financial asset. Transaction costs of financial assets carried at fair value through profit or loss are expensed in the statement of total return.

Classification and subsequent measurement

The Group classifies its financial assets in the following measurement categories:

- amortised cost;
- fair value through other comprehensive income – debt investment;
- fair value through other comprehensive income – equity investment; or
- fair value through profit or loss.

The classification depends on the Group’s business model for managing the financial assets as well as the contractual terms of the cash flows of the financial asset.

Financial assets with embedded derivatives are considered in their entirety when determining whether their cash flows are solely payment of principal and interest.

The Group reclassifies financial assets when and only when its business model for managing those assets changes.

Financial assets at amortised cost

Financial assets that are held for collection of contractual cash flows where those cash flows represent solely payments of principal and interest are measured at amortised cost. Interest income from these financial assets is included in interest income using the effective interest rate method.

Financial assets: Business model assessment

The Group makes an assessment of the objective of the business model in which a financial asset is held at a portfolio level because this best reflects the way the business is managed and information is provided to management. The information considered includes:

- the stated policies and objectives for the portfolio and the operation of those policies in practice. These include whether management’s strategy focuses on earning contractual interest income, maintaining a particular interest rate profile, matching the duration of the financial assets to the duration of any related liabilities or expected cash outflows or realising cash flows through the sale of the assets;

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONT’D)

2.13 Financial instruments (cont’d)

(a) *Non-derivative financial assets* (cont’d)

Policy applicable from 1 October 2018 (cont’d)

Financial assets: Business model assessment (cont’d)

- how the performance of the portfolio is evaluated and reported to the Group’s management;
- the risks that affect the performance of the business model (and the financial assets held within that business model) and how those risks are managed; and
- the frequency, volume and timing of sales of financial assets in prior periods, the reasons for such sales and expectations about future sales activity.

Transfers of financial assets to third parties in transactions that do not qualify for derecognition are not considered sales for this purpose, consistent with the Group’s continuing recognition of the assets.

Financial assets that are held-for-trading or are managed and whose performance is evaluated on a fair value basis are measured at FVTPL.

Assessment whether contractual cash flows are solely payments of principal and interest

For the purposes of this assessment, ‘principal’ is defined as the fair value of the financial asset on initial recognition. ‘Interest’ is defined as consideration for the time value of money and for the credit risk associated with the principal amount outstanding during a particular period of time and for other basic lending risks and costs (e.g. liquidity risk and administrative costs), as well as a profit margin.

In assessing whether the contractual cash flows are solely payments of principal and interest, the Group considers the contractual terms of the instrument. This includes assessing whether the financial asset contains a contractual term that could change the timing or amount of contractual cash flows such that it would not meet this condition. In making this assessment, the Group considers:

- contingent events that would change the amount or timing of cash flows;
- terms that may adjust the contractual coupon rate, including variable rate features;
- prepayment and extension features; and
- terms that limit the Group’s claim to cash flows from specified assets (e.g. non-recourse features).

A prepayment feature is consistent with the solely payments of principal and interest criterion if the prepayment amount substantially represents unpaid amounts of principal and interest on the principal amount outstanding, which may include reasonable additional compensation for early termination of the contract. Additionally, for a financial asset acquired at a significant discount or premium to its contractual par amount, a feature that permits or requires prepayment at an amount that substantially represents the contractual par amount plus accrued (but unpaid) contractual interest (which may also include reasonable additional compensation for early termination) is treated as consistent with this criterion if the fair value of the prepayment feature is insignificant at initial recognition.

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

2.13 Financial instruments (cont'd)

(a) *Non-derivative financial assets (cont'd)*

Policy applicable before 1 October 2018

Loans and receivables

Loans and receivables are financial assets with fixed or determinable payments that are not quoted in an active market. Such assets are recognised initially at fair value plus any directly attributable transaction costs. Subsequent to initial recognition, loans and receivables are measured at amortised cost using the effective interest method, less any impairment losses. Loans and receivables comprise cash and cash equivalents, and trade and other receivables (excluding prepayments).

(b) *Cash and cash equivalents*

Cash and cash equivalents comprise cash balances and bank deposits.

(c) *Non-derivative financial liabilities*

A financial liability is classified as fair value through profit or loss if it is classified as held for trading or is designated as such on initial recognition. Directly attributable transaction costs are recognised in the statement of total return as incurred. Financial liabilities at fair value through profit or loss are measured at fair value and changes therein, including any interest expense, are recognised in the statement of total return.

The Group classifies non-derivative financial liabilities under the other financial liabilities category. Such financial liabilities are recognised initially at fair value less any directly attributable transaction costs. Subsequent to initial recognition, these financial liabilities are measured at amortised cost using the effective interest rate method. Other financial liabilities comprise trade and other payables and borrowings.

(d) *Derecognition*

Financial assets are derecognised if the Group’s contractual rights to the cash flows from the financial assets expire or if the Group transfers the financial assets to another party without retaining control or transfers substantially all the risks and rewards of the assets. The Group derecognises a financial liability when its contractual obligations are discharged, cancelled or expired.

(e) *Offsetting*

Financial assets and liabilities are offset and the net amount presented in the statement of financial position when, and only when, the Group has a legal right to offset the amounts and intends either to settle on a net basis or to realise the asset and settle the liability simultaneously.

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

2.13 Financial instruments (cont'd)

(f) *Derivative financial instruments and hedge accounting*

Policy applicable from 1 October 2018

The Group holds derivative financial instruments to hedge its foreign currency and interest rate risk exposures.

On initial designation of a derivative as a hedging instrument, the Group formally documents the economic relationship between the hedging instrument and hedged item, including the risk management objectives and strategy in undertaking the hedge transaction and the hedged risk, together with the methods that will be used to assess the effectiveness of the hedging relationship. The Group makes an assessment, both at the inception of the hedge relationship as well as on an ongoing basis, of whether the hedging instruments are expected to be highly effective in offsetting the changes in the fair value or cash flows of the respective hedged items attributable to the hedged risk. For a cash flow hedge of a forecast transaction, the transaction should be highly probable to occur and should present an exposure to variations in cash flows that could ultimately affect the statement of total return.

Derivatives are recognised initially at fair value; attributable transaction costs are recognised in the statement of total return when incurred. Subsequent to initial recognition, derivatives are measured at fair value, and changes therein are accounted for as described below.

Hedging relationships designated under FRS 39 *Financial instruments: Recognition and measurement* as at 30 September 2018 are treated as continuing hedges and the hedge documentation is aligned with the requirements of FRS 109.

(i) *Cash flow hedges*

The Group designates certain derivatives as hedging instruments to hedge the variability in cash flows associated with highly probable forecast transactions arising from changes in foreign exchange rates and interest rates.

When a derivative is designated as a cash flow hedging instrument, the effective portion of changes in the fair value of the derivative is recognised in unitholders' funds and accumulated in the hedging reserve. Any ineffective portion of changes in the fair value of the derivative is recognised immediately in the statement of total return.

Where the hedged forecast transaction subsequently results in the recognition of a non-financial item, the amounts accumulated in the hedging reserve is included in the initial cost of the non-financial item.

If the hedge no longer meets the criteria for hedge accounting or the hedging instrument is sold, expires, is terminated or is exercised, then hedge accounting is discontinued prospectively. When hedge accounting for cash flow hedges is discontinued, the amount that has been accumulated in the hedging reserve remains in unitholders' funds until, for a hedge of a transaction resulting in recognition of a non-financial item, it is included in the non-financial item's cost on its initial recognition or, for other cash flow hedges, it is reclassified to the statement of total return in the same period or periods as the hedged expected future cash flows affect the statement of total return.

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

2.13 Financial instruments (cont'd)

(f) *Derivative financial instruments and hedge accounting (cont'd)*

Policy applicable from 1 October 2018 (cont'd)

(ii) *Net investment hedges*

The Group designates certain derivatives and non-derivative financial liabilities as hedges of foreign exchange risk on a net investment in a foreign operation.

When a derivative instrument or a non-derivative financial liability is designated as the hedging instrument in a hedge of a net investment in a foreign operation, the effective portion of, for a derivative, changes in the fair value of the hedging instrument or, for a non-derivative, foreign exchange gains and losses, is recognised in unitholders' funds and presented in the translation reserve within unitholders' funds. Any ineffective portion of the changes in the fair value of the derivative or foreign exchange gains and losses on the non-derivative is recognised immediately in the statement of total return. The amount recognised in unitholders' funds is reclassified to the statement of total return on disposal of the foreign operation.

Policy applicable before 1 October 2018

The policy applied in the comparative information presented for 2018 is similar to that applied for 2019. However, embedded derivatives are not separated from host contracts that are financial assets in the scope of FRS 109. Instead, the hybrid financial instrument is assessed as a whole for classification of financial assets under FRS 109.

(g) *Impairment of financial assets*

Policy applicable from 1 October 2018

The Group recognises loss allowances for expected credit losses (ECL) on financial assets measured at amortised cost.

Loss allowances of the Group are measured on either of the following bases:

- 12 months ECL: these are ECL that result from default events that are possible within the 12 months after the reporting date (or for a shorter period if the expected life of the instrument is less than 12 months); or
- Lifetime ECL: these are ECL that result from all possible default events over the expected life of a financial instrument.

Simplified approach

The Group applied the simplified approach to provide for ECL for all trade receivables. The simplified approach requires the loss allowance to be measured at an amount equal to lifetime ECL.

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

2.13 Financial instruments (cont'd)

(g) Impairment of financial assets (cont'd)

Policy applicable from 1 October 2018 (cont'd)

General approach

The Group applies the general approach to provide for ECL on all other financial instruments. Under the general approach, the loss allowance is measured at an amount equal to 12-month ECL at initial recognition.

At each reporting date, the Group assesses whether the credit risk of a financial instrument has increased significantly since initial recognition. When credit risk has increased significantly since initial recognition, loss allowance is measured at an amount equal to lifetime ECL.

When determining whether the credit risk of a financial asset has increased significantly since initial recognition and when estimating ECL, the Group considers reasonable and supportable information that is relevant and available without undue cost or effort. This includes both quantitative and qualitative information and analysis, based on the Group's historical experience and informed credit assessment and includes forward-looking information.

If credit has not increased significantly since initial recognition or if the credit quality of the financial instruments improves such that there is no longer a significant increase in credit risk since initial recognition, loss allowance is measured at an amount equal to 12-month ECL.

The Group considers a financial asset to be in default when the borrower is unlikely to pay its credit obligations to the Group in full, without recourse by the Group to actions such as realising security (if any is held).

The maximum period considered when estimating ECL is the maximum contractual period over which the Group is exposed to credit risk.

Measurement of ECLs

ECLs are probability-weighted estimates of credit losses. Credit losses are measured at the present value of all cash shortfalls (i.e. the difference between the cash flows due to entity in accordance with the contract and the cashflows that the Group expects to receive). ECLs are discounted at the effective interest rate of the financial asset.

Credit-impaired financial assets

At each reporting date, the Group assesses whether financial assets carried at amortised cost are credit-impaired. A financial asset is 'credit-impaired' when one or more events that have a detrimental impact on the estimated future cash flows of the financial asset have occurred.

Evidence that a financial asset is credit-impaired includes the following observable data:

- significant financial difficulty of the borrower or issuer;
- a breach of contract such as a default;
- the restructuring of a loan or advance by the Group on terms that the Group would not consider otherwise;
- it is probable that the borrower will enter bankruptcy or other financial reorganisation; or
- the disappearance of an active market for a security because of financial difficulties.

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

2.13 Financial instruments (cont'd)

(g) *Impairment of financial assets (cont'd)*

Policy applicable from 1 October 2018 (cont'd)

Presentation of ECL in the statement of financial position

Loss allowances for financial assets measured at amortised cost are deducted from the gross carrying amount of these assets.

Write-off

The gross carrying amount of a financial asset is written off (either partially or in full) to the extent that there is no realistic prospect of recovery. This is generally the case when the Group determines that the debtor does not have assets or sources of income that could generate sufficient cash flows to repay the amounts subject to the write-off. However, financial assets that are written off could still be subject to enforcement activities in order to comply with the Group’s procedures for recovery of amounts due.

Policy applicable before 1 October 2018

A financial asset not carried at fair value through profit or loss, is assessed at each reporting period to determine whether there is any objective evidence that it is impaired. A financial asset is impaired if objective evidence indicates that a loss event has been occurred after the initial recognition of the asset, and that the loss event had a negative effect on the estimated future cash flows of that asset that can be estimated reliably.

Objective evidence that financial assets are impaired can include default or delinquency by a debtor, restructuring of an amount due to the Group on terms that the Group would not consider otherwise, indications that a debtor or issuer will enter bankruptcy, adverse changes in the payment status of borrowers or issuers in the Group, economic conditions that correlate with defaults or the disappearance of an active market for a security.

All individually significant financial assets are assessed for specific impairment on an individual basis. All individually significant financial assets found not to be specifically impaired are then collectively assessed for any impairment that has incurred but not yet identified. The remaining financial assets that are not individually significant are collectively assessed for impairment by grouping together such instruments with similar risk characteristics.

In assessing collective impairment, the Group uses historical trends of the probability of default, timing of recoveries and the amount of loss incurred, adjusted for management’s judgement as to whether current economic and credit conditions are such that the actual losses are likely to be greater or lesser than that suggested by historical trends.

An impairment loss in respect of a financial asset measured at amortised cost is calculated as the difference between its carrying amount, and the present value of the estimated future cash flows discounted at the original effective interest rate. Losses are recognised in the statement of total return and reflected as an allowance account against receivables. When the Group considers that there are no realistic prospects of recovery of the asset, the relevant amounts are written off. When a subsequent event causes the amount of impairment loss to decrease, the decrease in impairment loss is reversed in the statement of total return.

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

2.14 Impairment of non-financial assets

The carrying amounts of the Group’s non-financial assets, other than investment properties, are reviewed at each reporting date to determine whether there is any indication of impairment. If any such indication exists, the assets’ recoverable amounts are estimated.

The recoverable amount of an asset or cash-generating unit (“CGU”) is the greater of its value in use and its fair value less costs to sell. In assessing value in use, the estimated future cash flows are discounted to their present value using a pre-tax discount rate that reflects current market assessments of the time value of money and the risks specific to the asset or CGU. For the purpose of impairment testing, assets that cannot be tested individually are grouped together into the smallest group of assets that generate cash inflows from continuing use that are largely independent of the cash inflows of other assets or CGU.

Impairment losses recognised in prior periods are assessed at each reporting date for any indication that the loss has decreased or no longer exists. An impairment loss is reversed if there has been a change in the estimates used to determine the recoverable amount. An impairment loss is reversed only to the extent that the asset’s carrying amount does not exceed the carrying amount that would have been determined, net of depreciation or amortisation, if no impairment loss had been recognised.

2.15 Provisions

Provisions are recognised when there is a present obligation (legal or constructive) as a result of a past event and it is probable that an outflow of resources embodying economic benefits will be required to settle the obligation, and a reliable estimate can be made of the amount of the obligation.

Provisions are reviewed at each reporting date and adjusted to reflect the current best estimate. If it is no longer probable that an outflow of economic resources will be required to settle the obligation, the provision is reversed. Where the effect of time value of money is material, provisions are discounted using a current pre-tax rate that reflects, where appropriate, the risks specific to the liability. When discounting is used, the increase in the provision due to the passage of time is recognised as a finance cost.

2.16 Unitholders’ funds

Unitholders’ funds are classified as equity.

Expenses incurred in connection with the issuance of Units are deducted directly against unitholders’ funds.

2.17 Leases

The determination of whether an arrangement is, or contains a lease is based on the substance of the arrangement at inception date: whether fulfilment of the arrangement is dependent on the use of a specific asset or assets and the arrangement conveys a right to use the asset, even if that right is not explicitly specified in an arrangement.

(a) *As lessee*

Operating lease payments are recognised as an expense in the statement of total return on a straight-line basis over the lease term. The aggregate benefit of incentives provided by the lessor is recognised as a reduction of rental expense over the lease term on a straight-line basis.

(b) *As lessor*

Leases where the Group retains substantially all the risks and rewards of ownership of the asset are classified as operating leases. The accounting policy for rental income is stated in Note 2.4.

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

2.18 Distribution policy

The Trust’s distribution policy is to distribute at least 90% of the Distributable Income (“DI”) to the Unitholders. The actual level of distribution and payment of distributions will be at the sole discretion of the Board of Directors of the Manager.

Distributions are made on a semi-annual basis, with the amount calculated as at 31 March and 30 September each year for the six-month period ending on each of the said dates. In accordance with the Trust Deed, the Manager is required to pay distributions within 90 days of the end of each distribution period. Unitholders have the option to elect to receive distributions in Singapore dollars (S\$) or Australian dollars.

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

SCHEDULE E

FLT 1Q2020 RESULTS

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

FRASERS LOGISTICS & INDUSTRIAL TRUST
FINANCIAL STATEMENTS ANNOUNCEMENT
FOR THE FINANCIAL PERIOD ENDED 31 DECEMBER 2019



TABLE OF CONTENTS

Item No.	Description	Page No.
-	Introduction	2-3
-	Summary of Group Results	4
1(a)	Consolidated Statement of Total Return and Distribution Statement	5-7
1(b)(i)	Statements of Financial Position	8-9
1(b)(ii)	Aggregate Amount of Loans and Borrowings	9
1(c)	Consolidated Statement of Cash Flows	10
1(d)(i)	Statements of Movements in Unitholders' Funds	11-12
1(d)(ii)	Details of Changes in Issued and Issuable Units	13
2 & 3	Audit Statement	13
4	Accounting Policies	14
5	Changes in Accounting Policies	14
6	Earnings Per Unit and Distribution Per Unit	15
7	Net Asset Value and Net Tangible Asset Per Unit	16
8	Review of Performance	17
9	Variance from Forecast Statement	17
10	Outlook and Prospects	18-19
11 & 12	Distributions	19
13	General Mandate Relating to Interested Person Transactions	19
14	Subsequent Event	19
15	Additional information	20-21
16	Confirmation Pursuant to Rule 720(1) of the Listing Manual	22
17	Confirmation Pursuant to Rule 705(5) of the Listing Manual	22

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

FRASERS LOGISTICS & INDUSTRIAL TRUST
FINANCIAL STATEMENTS ANNOUNCEMENT
FOR THE FINANCIAL PERIOD ENDED 31 DECEMBER 2019



Introduction

Frasers Logistics & Industrial Trust ("FLT" or the "Trust") is a real estate investment trust established under a Trust Deed dated 30 November 2015 (as amended) entered into between Frasers Logistics & Industrial Asset Management Pte. Ltd. ("FLIAM") (as manager of FLT) (the "Manager") and Perpetual (Asia) Limited (in its capacity as trustee of FLT) (the "Trustee").

As at 30 September 2019, FLT's portfolio comprises 91¹ logistics and industrial properties located in Australia, Germany and the Netherlands. FLT has now completed the divestment of the office and deck car park components at 610 Heatherton Road, Clayton South, Victoria (the "Lot 1 Heatherton Road Divestment") on 29 October 2019 and the remaining warehouse and hardstand components on 6 January 2020.

On 3 July 2019, FLT announced the acquisition of nine freehold logistics properties located in Germany and three freehold logistics properties located in Australia. As at 30 September 2019, seven of the nine German properties and the three Australian properties acquisition was completed ("FY2019 Acquisitions"). On 28 November 2019 and 20 December 2019, FLT completed the acquisition of equity interests in the remaining two property holding companies which hold interests in two freehold logistics properties located in Germany (the "German Properties Acquisition").

Following the above, FLT's portfolio comprises 93 logistics and industrial properties located in Australia, Germany and the Netherlands.

As announced on 2 December 2019, the respective managers of FLT and Frasers Commercial Trust ("FCOT") jointly announced the proposed merger of FLT and FCOT ("Proposed Merger"). The Proposed Merger will be by way of a trust scheme of arrangement, with FLT acquiring all FCOT units held by FCOT unitholders in exchange for a combination of cash and new units in FLT. Subject to, approvals by FLT and FCOT unitholders and the Singapore Court, the proposed merger is currently expected to be completed by end-March 2020/April 2020. Further information on the proposed merger can be found in the joint announcement dated 2 December 2019.

¹ Excludes 610 Heatherton Road, Clayton South, Victoria.

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

FRASERS LOGISTICS & INDUSTRIAL TRUST
FINANCIAL STATEMENTS ANNOUNCEMENT
FOR THE FINANCIAL PERIOD ENDED 31 DECEMBER 2019



	Portfolio as at 31/12/2019
Number of Properties	93
GLA (sq m)	2,258,875
Occupancy	100.0%
WALE ¹	6.23 years
Portfolio Age ²	7.65 years

FLT’s investment strategy is to invest globally, directly or indirectly, in a diversified portfolio of income producing real estate assets which are predominantly used for logistics or industrial purposes³, whether wholly or partially, as well as such industrial⁴ real estate-related assets in connection with the foregoing.

¹ The weighted average lease expiry or “WALE” is calculated on a gross rental income basis (excluding straight lining rental adjustments) with respect to the unexpired lease terms of the existing tenants.

² Portfolio age refers to the average age of the buildings of the properties, weighted by value.

³ Such real estate assets used for “logistics” or “industrial” purposes also include office components ancillary to the foregoing purposes.

⁴ References to real estate assets used for “industrial” purposes means real estate assets used for “industrial” or “logistics” purposes interchangeably.

Distribution Policy

FLT will distribute at least 90% of its Distributable Income. Distributions will be made on a semi-annual basis for the six-month periods ending 31 March and 30 September. The actual level of distributions above 90% is to be determined at the REIT Manager’s discretion. Unitholders have the option to elect to receive distributions in Singapore dollars or Australian dollars.

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

FRASERS LOGISTICS & INDUSTRIAL TRUST
FINANCIAL STATEMENTS ANNOUNCEMENT
FOR THE FINANCIAL PERIOD ENDED 31 DECEMBER 2019



Summary of Group Results

	Note	Group		
		1/10/2019 to 31/12/2019 1QFY20 A\$'000	1/10/2018 to 31/12/2018 1QFY19 A\$'000	Change %
Revenue		64,404	59,524	8.2
Adjusted net property income*		52,905	48,930	8.1
Total return for the period		33,820	30,012	12.7
Attributable to:				
- Unitholders of the Trust		33,457	29,721	12.6
- Non-controlling interests		363	291	24.7
Distributable Income	1	41,446	36,698	12.9
Distribution per Unit ("DPU")				
- Australian cents	2	1.83	1.81	1.1
- Singapore cents	1	1.74	1.78	(2.2)

* 1QFY20 Adjusted net property income ("Adjusted NPI") is calculated based on the actual net property income excluding straight lining adjustments for rental income and adding lease payments of right-of-use assets. 1QFY19 Adjusted NPI is calculated based on the actual net property income excluding straight lining adjustments for rental income and after adding back straight lining adjustments for ground leases.

Notes:

- (1) 1QFY20 DPU is calculated based on 100% (1QFY19: 83.1%) of management fees to be taken in the form of units and after taking into consideration the foreign currency forward contracts entered into to hedge the currency risk on distributions to Unitholders at A\$1.00: S\$0.9502 (1QFY19: A\$1.00: S\$0.9820).
- (2) For illustration and comparison purpose only, assuming 100% of management fees had been taken in the form of units, 1QFY19 DPU would have been 1.85 Australian cents.

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

FRASERS LOGISTICS & INDUSTRIAL TRUST
FINANCIAL STATEMENTS ANNOUNCEMENT
FOR THE FINANCIAL PERIOD ENDED 31 DECEMBER 2019



1(a) Consolidated Statement of Total Return and Distribution Statement

		Group		
	Note	1QFY20 A\$'000	1QFY19 A\$'000	Change %
Revenue	1	64,404	59,524	8.2
Property operating expenses	2	(8,962)	(9,272)	(3.3)
Net property income		55,442	50,252	10.3
Managers' management fee				
- Base fee		(3,644)	(3,084)	18.2
- Performance fee		(1,890)	(1,694)	11.6
Trustees' fees		(127)	(104)	22.1
Trust expenses		(1,260)	(912)	38.2
Finance income		96	281	(65.8)
Finance costs	3	(7,376)	(7,512)	(1.8)
Exchange losses (net)	4	(738)	(1,589)	(53.6)
Net income		40,503	35,638	13.7
Net change in fair value of derivatives	5	(1,816)	162	N.M.
Net change in fair value of investment properties		-	108	N.M.
Gain on divestment of investment property held for sale	6	623	-	N.M.
Total return for the period before tax		39,310	35,908	9.5
Tax expenses	7	(5,490)	(5,896)	(6.9)
Total return for the period		33,820	30,012	12.7
Attributable to:				
Unitholders of the Trust		33,457	29,721	12.6
Non-controlling interests		363	291	24.7
		33,820	30,012	12.7
<u>Distribution Statement</u>				
Total return after tax		33,457	29,721	12.6
Tax related and other adjustments	8	7,989	6,977	14.5
Income available for distribution to Unitholders		41,446	36,698	12.9
For information:				
Adjusted NPI		52,905	48,930	8.1

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

FRASERS LOGISTICS & INDUSTRIAL TRUST
FINANCIAL STATEMENTS ANNOUNCEMENT
FOR THE FINANCIAL PERIOD ENDED 31 DECEMBER 2019



1(a) Consolidated Statement of Total Return and Distribution Statement (cont'd):

Notes:

(1) Revenue comprises the following:

	Group		
	1QFY20 A\$'000	1QFY19 A\$'000	Change %
Rental income	55,740	51,155	9.0
Incentives reimbursement	1,500	1,316	14.0
Recoverable outgoings	7,164	5,817	23.2
Others*	-	1,236	N.M.
	64,404	59,524	8.2

* Relates to the early surrender fee received for 63-79 South Park Drive, Dandenong South, Victoria.

(2) Property operating expenses comprise the following:

	Group		
	1QFY20 A\$'000	1QFY19 A\$'000	Change %
Land tax	(2,788)	(1,882)	48.1
Ground lease expenses*	-	(2,514)	(100.0)
Statutory expenses**	(1,921)	(1,464)	31.2
Property management fee	(931)	(738)	26.2
Other property expenses	(3,322)	(2,674)	24.2
	(8,962)	(9,272)	(3.3)

* Includes straight lining adjustments for annual increments in 1QFY19. FRS 116 Leases ("FRS 116") is effective from 1 October 2019. The adoption of this standard changes the nature of the ground lease expenses as it is replaced by change in fair value of right-of-use assets and interest expense on lease liabilities.

**Relates to council rates, utility charges and other government levies.

- (3) Included in 1QFY20 finance costs was interest expense of A\$1,338,000 recognised on the lease liabilities arising from the adoption of FRS 116.
- (4) Net exchange losses relate mainly to the realised and unrealised exchange differences arising from the translation of the Trust's foreign currency borrowings and the exchange differences arising from settlement of foreign currency forward contracts.
- (5) Net change in fair value of derivatives relates to the change in fair value of foreign currency forward contracts entered into to hedge the currency risk on distributions to Unitholders.
- (6) Gain on divestment of investment property held for sale relates to the gain on the sale of the Lot 1 Heatherton Road Divestment.

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

FRASERS LOGISTICS & INDUSTRIAL TRUST
FINANCIAL STATEMENTS ANNOUNCEMENT
FOR THE FINANCIAL PERIOD ENDED 31 DECEMBER 2019



Notes (cont'd):

(7) Tax expenses comprise the following:

	Group		
	1QFY20 A\$'000	1QFY19 A\$'000	Change %
Current tax expenses	(3,978)	(3,440)	15.6
Deferred tax expenses	(1,512)	(2,456)	(38.4)
	(5,490)	(5,896)	(6.9)

Current tax expenses comprise mainly the income tax on the Group's European entities and withholding tax on the taxable distributable income and interest income from the Group's Australian entities. Deferred tax is provided on the temporary differences between the tax bases of investment properties and their carrying amounts at the reporting date.

(8) Tax related and other adjustments comprise the following:

	Group		
	1QFY20 A\$'000	1QFY19 A\$'000	Change %
Straight-lining of rental adjustments*	(925)	(1,322)	(30.0)
Managers' management fee paid/payable in Units	5,534	3,973	39.3
Exchange losses (net)	737	1,577	(53.3)
Interest expense on lease liabilities**	1,338	-	N.M.
Lease payments of right-of-use assets**	(1,612)	-	N.M.
Net change in fair value of derivatives	1,816	(162)	N.M.
Net change in fair value of investment properties	-	(108)	N.M.
Gain on divestment of investment property held for sale	(623)	-	N.M.
Deferred tax	1,512	2,456	(38.4)
Other adjustments	212	563	(62.3)
Tax related and other adjustments	7,989	6,977	14.5

* Includes straight-lining adjustments for ground leases in 1QFY19.

** Due to adoption of FRS 116. Please refer to paragraph 5 for more details.

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

FRASERS LOGISTICS & INDUSTRIAL TRUST
FINANCIAL STATEMENTS ANNOUNCEMENT
FOR THE FINANCIAL PERIOD ENDED 31 DECEMBER 2019



1(b) (i) Statements of Financial Position

	Note	Group		Trust	
		31/12/2019 A\$'000	30/9/2019 A\$'000	31/12/2019 A\$'000	30/9/2019 A\$'000
Non-current assets					
Investment properties	1	3,813,350	3,554,142	-	-
Investment in subsidiaries		-	-	914,938	914,938
Loans to subsidiaries		-	-	1,928,407	1,848,932
Derivative assets	2	6,468	2,117	6,378	2,117
Total non-current assets		3,819,818	3,556,259	2,849,723	2,765,987
Current assets					
Cash and cash equivalents		104,773	128,381	10,205	47,608
Trade and other receivables		20,504	14,176	48,147	62,111
Derivative assets	2	573	2,070	573	2,070
Investment property held for sale	3	13,500	18,000	-	-
Total current assets		139,350	162,627	58,925	111,789
Total assets		3,959,168	3,718,886	2,908,648	2,877,776
Current liabilities					
Trade and other payables		58,096	53,217	3,275	3,445
Loans and borrowings	4	250,475	206,237	112,727	112,627
Derivative liabilities	2	1,053	1,072	1,053	1,072
Current tax liabilities		8,704	10,429	152	144
Total current liabilities		318,328	270,955	117,207	117,288
Non-current liabilities					
Trade and other payables		4,317	3,367	-	-
Loans and borrowings	4	1,263,408	1,029,555	761,744	650,923
Derivative liabilities	2	8,164	9,674	6,047	6,647
Deferred tax liabilities		63,884	62,598	-	-
Total non-current liabilities		1,339,773	1,105,194	767,791	657,570
Total liabilities		1,658,101	1,376,149	884,998	774,858
Net assets attributable to Unitholders		2,301,067	2,342,737	2,023,650	2,102,918
Represented by:					
Unitholders' funds		2,268,923	2,313,810	2,023,650	2,102,918
Non-controlling interests	5	32,144	28,927	-	-
Total equity		2,301,067	2,342,737	2,023,650	2,102,918

Notes:

- (1) Investment properties include fair value adjustments made based on independent valuations as at 30 September 2019. The increase in investment properties was due mainly to (a) completion of the German Properties Acquisition and (b) recognition of the existing operating lease arrangements as right-of-use assets upon the adoption of FRS 116 with effect from 1 October 2019.
- (2) Derivatives relate to fair values of interest rate swaps entered into to hedge the Group's interest rate risk in respect of its borrowings, and fair values of foreign currency forward contracts and cross currency swaps. The movement is due to changes in fair value of derivatives.

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

FRASERS LOGISTICS & INDUSTRIAL TRUST
FINANCIAL STATEMENTS ANNOUNCEMENT
FOR THE FINANCIAL PERIOD ENDED 31 DECEMBER 2019



Notes (cont'd):

- (3) Investment property held for sale relates to 610 Heatherton Road, Clayton South, Victoria and is based on fair value of the property as assessed by independent valuers. The decrease was due to the completion of the Lot 1 Heatherton Road Divestment.
- (4) Total loans and borrowings increased due mainly to the additional debt drawn to finance the German Properties Acquisition, and recognition of lease liabilities arising from the adoption of FRS 116 with effect from 1 October 2019.
- (5) Non-controlling interests are attributable to minority interests held by various parties in the European companies acquired.
- (6) The Group is in a net current liability position at 31 December 2019 due to the short term borrowings of A\$249 million. The REIT Manager is in discussion with banks to refinance the various loans.

1(b) (ii) Aggregate Amount of Loans and Borrowings

	31/12/2019 A\$'000	30/9/2019 A\$'000
<u>Amount repayable before one year¹</u>		
Secured	136,606	93,610
Unsecured	112,727	112,627
	249,333	206,237
Lease liabilities	1,142	-
	250,475	206,237
<u>Amount repayable after one year¹</u>		
Secured	306,753	378,632
Unsecured	779,128	650,923
	1,085,881	1,029,555
Lease liabilities	177,527	-
	1,263,408	1,029,555

Details of borrowings and collateral

FLT has obtained unsecured facilities comprising (i) term loan facilities of A\$470 million; (ii) revolving credit facility amounting to a total of A\$100 million ("RCF"); (iii) money market line facility amounting to A\$50 million; (iv) S\$1 billion multicurrency debt program; (v) €100 million equivalent multicurrency facility (the "Euro Loan") and (vi) A\$275.6 million and S\$129 million dual-currency facility.

As at 31 December 2019, A\$423 million was drawn from the A\$470 million term loan facilities and A\$50 million was drawn from the RCF. A total of €97.8 million was drawn from the Euro Loan. A\$138.4 million and S\$124.6 million were drawn from the dual-currency facility.

FLT had also secured borrowings of A\$443.4 million (€278.5 million) as at 31 December 2019. The borrowings are secured against certain investment properties in the European portfolio.

In aggregate, 53% (1QFY19: 79%) of the interest rate risk on the total borrowings were at fixed rates.

¹ Gross borrowings net of upfront debt related expenses

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

FRASERS LOGISTICS & INDUSTRIAL TRUST
FINANCIAL STATEMENTS ANNOUNCEMENT
FOR THE FINANCIAL PERIOD ENDED 31 DECEMBER 2019



1(c) Consolidated Statement of Cash Flows

	Group	
	1QFY20	1QFY19
	A\$'000	A\$'000
Cash flow from operating activities		
Total return for the period before tax	39,310	35,908
Adjustments for:		
Straight-lining of rental adjustments	(925)	(1,322)
Effects of recognising leasing incentives on a straight line basis over the lease term	(304)	(409)
Managers' management fee paid/payable in Units	5,534	3,973
Unrealised exchange losses (net)	416	1,242
Finance income	(96)	(281)
Finance costs	7,376	7,512
Net change in fair value of derivatives	1,816	(162)
Net change in fair value of investment properties	-	(108)
Gain on divestment of investment property held for sale	(623)	-
Cash generated from operations before working capital changes	52,504	46,353
Changes in working capital:		
Trade and other receivables	(5,911)	(5,429)
Trade and other payables	2,163	(2,330)
Cash generated from operations	48,756	38,594
Taxes paid	(8,069)	(7,411)
Net cash generated from operating activities	40,687	31,183
Cash flows from investing activities		
Acquisition of subsidiaries	(96,628)	(39,872)
Net proceeds from divestment of investment property	5,123	-
Capital expenditure on investment properties	(1,963)	(1,250)
Interest received	101	55
Net cash used in investing activities	(93,367)	(41,067)
Cash flows from financing activities		
Interest paid	(3,740)	(6,992)
Proceeds from borrowings	132,420	72,756
Repayment of borrowings	(20,566)	(36,896)
Lease payments of right-of-use assets ¹	(1,613)	-
Distributions paid to Unitholders	(76,148)	(51,591)
Net cash generated from/(used in) financing activities	30,353	(22,723)
Net decrease in cash and cash equivalents	(22,327)	(32,607)
Cash and cash equivalents at beginning of period	128,381	105,664
Effect of exchange rate changes on cash and cash equivalents	(1,281)	(15)
Cash and cash equivalents at end of period	104,773	73,042

¹ Please refer to Note 1(a)(8) for the interest expense on lease liabilities and paragraph 5 for more details on the impact arising from the adoption of FRS 116. In 1QFY19, the payment of ground leases was included under "Changes in working capital".

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS



**FRASERS LOGISTICS & INDUSTRIAL TRUST
FINANCIAL STATEMENTS ANNOUNCEMENT
FOR THE FINANCIAL PERIOD ENDED 31 DECEMBER 2019**

1(d) (i) Statements of Movements in Unitholders’ Funds

	1QFY20		1QFY19	
	Attributable to Unitholders A\$'000	Non-controlling interests A\$'000	Attributable to Unitholders A\$'000	Non-controlling interests A\$'000
		Total A\$'000		Total A\$'000
Group				
At 1 October	2,313,810	28,927	1,924,388	18,866
Operations	33,457	363	29,721	291
Increase in net assets resulting from operations		2,342,737		1,943,254
Transactions with owners				
Issue of new Units:				
- Managers' management fees/acquisition fees paid/payable in Units	6,029	-	4,176	-
Distributions paid to Unitholders	(76,148)	-	(51,591)	-
Net decrease in net assets resulting from transactions with owners	(70,119)	-	(47,415)	-
Hedging reserve				
Effective portion of change in fair value of cash flow hedges	2,234	51	(1,356)	-
Net increase/(decrease) in net assets resulting from hedging reserve	2,234	51	(1,356)	-
Foreign currency translation reserve				
Translation differences relating to financial statements of foreign subsidiaries	(1,445)	(639)	5,340	162
Exchange differences on hedge of net investments in foreign operations	(9,014)	-	-	-
Net increase/(decrease) in net assets resulting from foreign currency translation reserve	(10,459)	(639)	5,340	162
Changes in ownership interests in subsidiaries				
Acquisition of subsidiaries with non-controlling interests	-	3,442	-	-
At 31 December	2,268,923	32,144	1,910,678	19,319
		2,301,067		1,929,997

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

FRASERS LOGISTICS & INDUSTRIAL TRUST
 FINANCIAL STATEMENTS ANNOUNCEMENT
 FOR THE FINANCIAL PERIOD ENDED 31 DECEMBER 2019



1(d) (i) Statements of Movements in Unitholders’ Funds (cont’d)

	1QFY20 A\$’000	1QFY19 A\$’000
Trust		
At the beginning of the period	2,102,918	1,839,102
Operations		
(Decrease)/Increase in net assets resulting from operations	(10,481)	6,535
Transactions with owners		
Issue of new Units:		
- Managers’ management fees/acquisition fees paid/payable in Units	6,029	4,176
Distributions paid to Unitholders	(76,148)	(51,591)
Net decrease in net assets resulting from transactions with owners	(70,119)	(47,415)
Hedging reserve		
Effective portion of change in fair value of cash flow hedges	1,332	(1,356)
Net increase/(decrease) in net assets resulting from hedging reserve	1,332	(1,356)
At the end of the period	2,023,650	1,796,866

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

FRASERS LOGISTICS & INDUSTRIAL TRUST
FINANCIAL STATEMENTS ANNOUNCEMENT
FOR THE FINANCIAL PERIOD ENDED 31 DECEMBER 2019



1(d) (ii) Details of Changes in Issued and Issuable Units

		Group & Trust	
		1QFY20	1QFY19
		Units	Units
	Note		
Balance at beginning of the period		2,248,893,445	2,013,918,118
<u>Issued Units</u>			
Issuance of Units - Base fee		2,609,385	2,862,714
Issuance of Units - Performance fee		5,307,110	5,061,522
Issuance of Units - Acquisition fee		2,067,968	283,125
Total issued units at end of period		2,258,877,908	2,022,125,479
<u>Units to be issued</u>			
Managers' management fee payable in Units			
- Base fee		2,795,368	2,163,017
- Performance fee	1	1,449,788	1,608,704
Managers' acquisition fee payable in Units	2	390,706	192,490
Total issued and issuable units at end of period		2,263,513,770	2,026,089,690

Notes:

(1) Pursuant to the Trust Deed, the performance fee is paid only once in each financial year and, if paid in Units, at an issue price determined based on the volume weighted average price of the Units for the last 10 business days (the "10-day VWAP") of the relevant financial year. The number of performance fee Units to be issued is computed using an issue price based on the 10-day VWAP for the period ended 31 December 2019.

(2) The acquisition fee payable relates to the German Properties Acquisition.

2 Whether the figures have been audited, or reviewed and in accordance with which auditing standard or practice.

The financial information set out in paragraphs 1(a), 1(b)(i), 1(b)(ii), 1(c), 1(d)(i), 1(d)(ii), (4), (5), (6) and (7) of this announcement has been extracted from the interim financial information which have been reviewed by FLT's independent auditors, KPMG LLP, in accordance with Singapore Standard on Review Engagements SSRE 2410 *Review of Interim Financial Information Performed by the Independent Auditor of the Entity*.

3 Where the figures have been audited or reviewed, the auditor's report (including any qualifications or emphasis of matter).

Please refer to the attached review report.

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

FRASERS LOGISTICS & INDUSTRIAL TRUST
FINANCIAL STATEMENTS ANNOUNCEMENT
FOR THE FINANCIAL PERIOD ENDED 31 DECEMBER 2019



4 Whether the same accounting policies and methods of computation as in the issuer’s most recently audited annual financial statements have been applied.

Except as disclosed in item 5 below, there has been no change in the accounting policies and methods of computation adopted by the Trust and the Group for the current reporting period compared with the audited financial statements for the financial year ended 30 September 2019.

5 If there are any changes in the accounting policies and methods of computation, including any required by an accounting standard, what has changed, as well as the reasons for, and the effect of, the change.

The Group has adopted various new FRSs and amendments to and interpretations to FRSs with effect from 1 October 2019. In addition, the Group has early adopted the Amendments to FRS 109, FRS 39 and FRS 107: *Interest Rate Benchmark Reform*. Except for FRS 116 *Leases*, the Group’s adoption of the new standards and amendments did not have a material effect on its financial statements.

FRS 116 introduced a single, on-balance sheet accounting model for lessees. As a result, the Group, as a lessee, has recognised right-of-use (“ROU”) assets representing its rights to use the underlying assets and lease liabilities representing its obligation to make lease payments. Lessor accounting remains similar to previous accounting policies.

The Group has applied FRS 116 using the modified retrospective approach, under which the cumulative effect of initial application is recognised in unitholders’ funds at 1 October 2019. Accordingly, the comparative information presented for 30 September 2019 has not been restated – i.e. it is presented, as previously reported, under FRS 17 *Leases* and related interpretations.

As at 1 October 2019, the Group recorded ROU assets in the investment properties and corresponding lease liabilities of approximately A\$179.5 million. The Group also recognised interest costs on lease liabilities, instead of ground lease expenses. During the quarter ended 31 December 2019, the Group recognised interest costs of approximately A\$1.3 million from these leases. There is no impact on the total income available for distribution to Unitholders on the adoption of FRS 116.

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

FRASERS LOGISTICS & INDUSTRIAL TRUST
FINANCIAL STATEMENTS ANNOUNCEMENT
FOR THE FINANCIAL PERIOD ENDED 31 DECEMBER 2019



6 Earnings per Unit (“EPU”) and distribution per Unit (“DPU”) for the financial period ended 31 December 2019

		Group	
		1QFY20	1QFY19
Total return attributable to Unitholders of the Trust for the period (A\$'000)	Note 1	33,457	29,721
Basic EPU			
Weighted average number of Units		2,258,994,230	2,022,278,712
Basic EPU (Australian cents)	2	1.48	1.47
Diluted EPU			
Weighted average number of Units		2,263,513,770	2,026,089,690
Diluted EPU (Australian cents)	3	1.48	1.47
Distributable Income (A\$'000)	1	41,446	36,698
DPU			
Number of issued and issuable Units entitled to distribution	4	2,262,063,982	2,024,480,986
DPU based on the total number of issued and issuable Units entitled to distribution			
- Australian cents		1.83	1.81
- Singapore cents	5	1.74	1.78

Notes:

- (1) As shown in 1(a) on page 5.
- (2) Basic EPU has been calculated by dividing the total return for the period by the weighted average number of Units during the period.
- (3) Diluted EPU has been calculated by dividing the total return for the period by the weighted average number of Units during the period, adjusted on the basis that the Managers' management fee Units and Managers' acquisition fee Units were issued at the beginning of the period.
- (4) The higher number of units in issue compared to 1QFY19 was due to the issuance of management fee units, the placement units and Managers' acquisition fees for the acquisition of equity interests in 10 property holding companies which hold interests in nine freehold logistics properties in Germany and three freehold logistics properties in Australia (the "German and Australian Properties Acquisition").
- (5) 1QFY20 DPU is calculated after taking into consideration the foreign currency forward contracts that FLT has entered into to hedge the currency risk on distributions to Unitholders at A\$1.00: S\$0.9502 (1QFY19: A\$1.00: S\$0.9820).

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

FRASERS LOGISTICS & INDUSTRIAL TRUST
FINANCIAL STATEMENTS ANNOUNCEMENT
FOR THE FINANCIAL PERIOD ENDED 31 DECEMBER 2019



7 Net Asset Value (“NAV”) and Net Tangible Asset (“NTA”) per Unit based on Units in issue and to be issued at the end of the period

		Group		Trust	
Note		31/12/2019	30/9/2019	31/12/2019	30/9/2019
	Total issued and issuable Units at end of period	2,263,513,770	2,258,877,908	2,263,513,770	2,258,877,908
	NAV/NTA per Unit (A\$)	1.00	1.02	0.89	0.93
1	NAV/NTA per Unit (S\$)	0.94	0.95	0.84	0.87

Notes:

(1) Based on exchange rate of A\$1.00: S\$0.9443 (30 September 2019: A\$1.00: S\$0.9307).

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

FRASERS LOGISTICS & INDUSTRIAL TRUST
FINANCIAL STATEMENTS ANNOUNCEMENT
FOR THE FINANCIAL PERIOD ENDED 31 DECEMBER 2019



8 Review of performance

Review of Performance for the quarter from 1 October 2019 to 31 December 2019 (“1QFY20”) vs 1 October 2018 to 31 December 2018 (“1QFY19”)

Adjusted NPI for 1QFY20 of A\$52.9 million was A\$4.0 million (or 8.1%) higher than 1QFY19. The higher Adjusted NPI for 1QFY20 was contributed by the FY2019 Acquisitions. These were in part offset by the effect of the FY2019 Divestments¹.

Excluding the impact of the interest expense in lease liabilities recognised due to the adoption of FRS 116, 1QFY20 finance costs decreased by A\$1.4 million as compared to 1QFY19. This was due mainly to interest savings from the refinancing of A\$170 million borrowings and repayment of debt from the proceeds of the divestments in FY2019. The weighted average cost of debt for 1QFY20 was 2.0% per annum and 2.4% per annum for 1QFY19. At 31 December 2019, 53% (31 December 2018: 79%) of borrowings were at fixed rates.

The total return attributable to Unitholders of the Trust for 1QFY20 of A\$33.5 million was A\$3.7 million (or 12.6%) higher than 1QFY19 which included (a) a gain on divestment of investment property held for sale of A\$0.6 million, which was partially offset by (b) a fair value loss on foreign currency forward contracts of A\$1.8 million to hedge the currency risk on distributions to Unitholders and (c) net exchange losses of A\$0.7 million which relate to translation of the Trust’s foreign currency borrowings and are partially offset by the exchange differences arising from settlement of foreign currency forward contracts.

Tax expenses for 1QFY20 of A\$5.5 million were A\$0.4 million (or 6.9%) lower than 1QFY19. This was due mainly to lower deferred tax.

The REIT Manager has elected to receive 100% of the 1QFY20 management fee in the form of units (1QFY19: 83.1%).

Income available for distribution to Unitholders was A\$41.4 million, an increase of A\$4.7 million (or 12.9%) over 1QFY19.

¹ On 9 May 2019, FLT completed the divestment of 63-79 South Park Drive, Dandenong South, Victoria. On 24 July 2019, FLT completed the divestment of 50% interest in 99 Sandstone Place, Parkinson, Queensland. On 29 October 2019, FLT completed the Lot 1 Heatherton Road Divestment (collectively, the “FY2019 Divestments”)

9 Variance from Forecast Statement

Not applicable.

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

FRASERS LOGISTICS & INDUSTRIAL TRUST
FINANCIAL STATEMENTS ANNOUNCEMENT
FOR THE FINANCIAL PERIOD ENDED 31 DECEMBER 2019



10 Commentary on the significant trends and competitive conditions of the industry in which the group operates and any known factors or events that may affect the group in the next reporting period and the next 12 months

Australia¹

National take-up levels over the 12 months to 31 December 2019 were 2.0 million sq m, with Melbourne continuing to be the top performing industrial market in terms of leasing activity, accounting for approximately 39% of total Australian take-up over the past 12 months. Melbourne's continued strength has been supported by strong economic fundamentals and rental affordability. The demand for industrial space is largely attributable to strong population growth, public infrastructure spending and growth in the e-commerce sector.

New industrial supply is below the long-term average with approximately 1.1 million sq m being completed over the past 12 months, lower compared to 2018 as a result of a shortage of serviced industrial land and a reduction in development activity. In the last 12 months national take up continues to outpace new supply. As such, vacancies in the three major industrial markets of Sydney, Melbourne and Brisbane remain near their historic five year low.

Despite the decrease in new supply in 2019 there continues to be a strong development pipeline of industrial property in Sydney and Melbourne which are due to complete in 2020. Developers are currently seeking to capitalise on the strength of the industrial market and increase the development pipeline on a speculative basis.

Prime face rents have recorded steady year-on-year growth of 2.4% and 1.3% in Sydney and Melbourne respectively. The Brisbane industrial market has recovered well in the last 12 months with 2.3% prime rental growth. The recovery has been driven by a strengthening local economy, limited new development and declining vacancies.

Investor demand for industrial space remains strong with evidence of further yield compression compared to the third quarter of 2019 however, the yield compression is forecast to stabilise. In the absence of capital growth, rental growth is expected to drive industrial returns in future years.

Germany and the Netherlands²

In Germany, take-up levels for logistics and industrial properties above 5,000 sq m were approximately 5.0 million sq m in 2019, albeit lower in some of the main hubs due to a lack of available modern space. The overall market remained strong with companies shifting to smaller locations outside the traditional hubs to due to supply limitations. Average prime yields for the major German logistics hubs firmed to 3.7% as at December 2019, which is the lowest yield recorded for Europe.

For the Netherlands, take-up levels for logistics and industrial properties above 5,000 sq m also remained high at approximately 2.7 million sq m in 2019, with all of the major occupier markets recording healthy transaction volumes. Prime rents increased, while prime yields firmed to 4.4% for the Venlo logistics market over the course of 2019.

¹ Sources: JLL Research – Industrial Market Snapshots 4Q 2019; Knight Frank Research – Australian Capital View Outlook 2019, Knight Frank Research – Sydney Industrial Vacancy October 2019, Knight Frank Research – Melbourne Industrial Vacancy October 2019, Knight Frank Research – Melbourne Industrial Vacancy October 2019

² Source: BNP Paribas Real Estate International Research ("BNP"), 3Q 2019

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

FRASERS LOGISTICS & INDUSTRIAL TRUST
FINANCIAL STATEMENTS ANNOUNCEMENT
FOR THE FINANCIAL PERIOD ENDED 31 DECEMBER 2019



- 10** **Commentary on the significant trends and competitive conditions of the industry in which the group operates and any known factors or events that may affect the group in the next reporting period and the next 12 months (cont'd)**

Overview

The REIT Manager continues to monitor key macro developments, including the ongoing global trade tensions, Brexit, and the recent outbreak of the novel coronavirus. The REIT Manager is also closely monitoring the Australian bushfires that had impacted certain rural regions. FLT's properties are unaffected as they are located away from the affected areas.

Looking ahead, the REIT Manager will remain focused on its proactive asset and lease management strategies and will continue to grow FLT's portfolio with a focus on generating sustainable long-term value for unitholders.

- 11** **Distributions**

(a) Current financial period

Any distributions declared for the current period? No

(b) Corresponding period of the immediately preceding financial period

Any distribution declared for the corresponding period of the immediate preceding financial period?

No

(c) Date payable

Not applicable

(d) Books closure date

Not applicable

- 12** **If no distributions has been declared / recommended, a statement to that effect**

FLT makes distribution to Unitholders on a semi-annual basis for every six-month period ending 31 March and 30 September.

- 13** **If the Group has obtained a general mandate from Unitholders for Interested Person Transactions ("IPT"), the aggregate value of such transactions are required under Rule 920(1)(a)(ii). If no IPT mandate has been obtained, a statement to that effect**

FLT Group has not obtained a general mandate from Unitholders for any Interested Person Transactions.

- 14** **Subsequent Event**

On 6 January 2020, FLT completed the divestment of the remaining warehouse and hardstand components of 610 Heatherton Road, Clayton South, Victoria.

Pursuant to the Proposed Merger, FLT has obtained approval in-principle for the listing and quotation of up to 1.4 billion Units on the Main Board of the SGX-ST on 23 January 2020.

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

FRASERS LOGISTICS & INDUSTRIAL TRUST
FINANCIAL STATEMENTS ANNOUNCEMENT
FOR THE FINANCIAL PERIOD ENDED 31 DECEMBER 2019



15 Additional information – Foreign Investment Regime of Australia

Australia’s foreign investment regime is set out in the Australian Foreign Acquisitions and Takeovers Act 1975 (“FATA”) and the Australian Government’s Foreign Investment Policy.

Notifiable actions (i.e. mandatory notification) for Australian Land Trusts

A “foreign person”³ that acquires Units is required under the FATA to notify and receive a prior no objections notification (“FIRB Approval”) in respect of its investment in FLT from the Australian Treasurer through the Foreign Investment Review Board (“FIRB”) if any of the circumstances set out below apply at the time the Units are acquired:

- (a) if FLT is considered to be an “Australian Land Trust”⁴ (“ALT”) at the time of acquisition, all foreign persons acquiring Units (including existing holders of Units acquiring additional Units) will require FIRB Approval unless an exemption applies (see below);
- (b) if FLT is not an ALT, but has gross Australian assets in excess of a specified threshold prescribed under FATA (as at the date of this Announcement, the threshold prescribed under FATA is A\$266.0 million) at the time of acquisition, all investors (i) who are foreign persons and (ii) who are acquiring a substantial interest (20% or more held solely or together with associates) in FLT or have a substantial interest (20% or more held solely or together with associates) and increase their holding, will require FIRB Approval; or
- (c) any investor that is a Foreign Government Investor⁵ acquiring a “direct interest”⁶ in FLT will require FIRB Approval at the time of acquisition, regardless of whether FLT is considered to be an ALT or whether FLT has gross Australian assets in excess of A\$266.0 million.

³ A “foreign person” is broadly defined in the FATA and includes:

- an individual not ordinarily resident in Australia; or
- a corporation in which an individual not ordinarily resident in Australia, a foreign corporation or a foreign government holds a substantial interest (20% or more held solely or together with associates); or
- a corporation in which 2 or more persons, each of whom is an individual not ordinarily resident in Australia, a foreign corporation or a foreign government, hold an aggregate substantial interest (40% or more including associate holdings); or
- the trustee of a trust in which an individual not ordinarily resident in Australia, a foreign corporation or a foreign government holds a substantial interest (20% or more held solely or together with associates); or
- the trustee of a trust in which 2 or more persons, each of whom is an individual not ordinarily resident in Australia, a foreign corporation or a foreign government, hold an aggregate substantial interest (40% or more including associate holdings); or
- a foreign government.

⁴ An ALT is a unit trust in which the value of interests in Australian land exceeds 50% of the value of the total assets of the unit trust.

⁵ A “foreign government investor” means an entity that is:

- foreign government or separate government entity; or
- a corporation, or trustee of a trust, or general partner of a limited partnership in which:
 - a foreign government or separate government entity, alone or together with one or more associates, holds an interest of at least 20%; or
 - foreign governments or separate government entities of more than one country (or parts of more than one foreign country), together with any one or more associates, hold an interest of at least 40%;
- a “separate government entity” means an individual, corporation or corporation sole that is an agency or instrumentality of a foreign country or part of a foreign country, but not part of the body politic of a foreign country or of a part of a foreign country.

The FATA deems foreign government related entities from the same country to be associated. The effect is that an entity will be a foreign government investor where one or more foreign government related entities from the same country have in aggregate a 20% or more interest in the subject entity.

⁶ A “direct interest” is defined to mean:

- an interest of at least 10% in the entity or business, or

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

FRASERS LOGISTICS & INDUSTRIAL TRUST
FINANCIAL STATEMENTS ANNOUNCEMENT
FOR THE FINANCIAL PERIOD ENDED 31 DECEMBER 2019



15 Additional information – Foreign Investment Regime of Australia (cont’d)

Exemptions from ALT requirements

There are two relevant exemptions from the requirement to obtain FIRB Approval under the FATA that would otherwise apply if FLT was considered to be an ALT:

- (a) where the relevant person is not a foreign government investor and the relevant person's interest in FLT would not be valued in excess of a specified threshold prescribed under the FATA (at the date of this announcement, the threshold prescribed under the FATA is A\$266.0 million, unless the ALT has 'sensitive' land holdings, in which case the threshold is A\$58.0 million)⁷; and
- (b) the relevant person, together with associates, is acquiring an interest of less than 10% in FLT and will not be in a position to influence or participate in the central management and control of FLT or to influence, participate in or determine the policy of FLT.⁸

Significant actions

As at 31 December 2019, the value of the Australian land assets comprised in FLT's portfolio is 57.1% of the total asset value of FLT. Consequently, FLT is considered to be an ALT.

As at 31 December 2019, FLT had gross Australian assets of approximately A\$2,260.5 million, which is above the A\$266.0 million threshold.

Any investor that is a "foreign person" acquiring Units on the secondary market should seek their own advice on the FIRB requirements as they pertain to their specific circumstances.

-
- an interest of at least 5% in the entity or business if the person who acquires the interest has entered a legal arrangement relating to the businesses of the person and the entity or business, or
 - an interest of any percentage in the entity or business if the person who has acquired the interest is in a position to:
 - participate or influence the central management and control of the entity or business; or
 - influence, participate or determine the policy of the entity or business.

⁷ This applies in respect of ALTs that have predominantly developed commercial real estate portfolios (i.e. less than 10% residential or vacant commercial land). It is the value of the interest being acquired, rather than the value of the underlying land that is determinative for the purposes of this exemption. The concept of 'sensitive' land is broad and includes transport logistics facilities, mines and critical infrastructure (for example, an airport or port) as well as property that has Australian government tenants.

⁸ This applies where an ALT is listed on an official stock exchange (whether in Australia or not).

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

FRASERS LOGISTICS & INDUSTRIAL TRUST
FINANCIAL STATEMENTS ANNOUNCEMENT
FOR THE FINANCIAL PERIOD ENDED 31 DECEMBER 2019



16 Confirmation pursuant to Rule 720(1) of the SGX-ST Listing Manual

Fraser's Logistics & Industrial Asset Management Pte. Ltd. ("FLIAM"), the Manager of FLT confirms that it has procured undertakings from all Directors and Executive Officers (in the format set out in Appendix 7.7) pursuant to Rule 720(1) of the Listing Manual.

17 Confirmation pursuant to Rule 705(5) of the SGX-ST Listing Manual

We confirm that to the best of our knowledge, nothing has come to the attention of the Board of Directors of FLIAM (as Manager of FLT) which may render these interim financial results to be false or misleading, in any material aspect.

For and on behalf of the Board of Directors of
Fraser's Logistics & Industrial Asset Management Pte. Ltd.

Ho Hon Cheong
Chairman

Goh Yong Chian
Director

By Order of the Board of Directors of
Fraser's Logistics & Industrial Asset Management Pte. Ltd.
(Company registration no. 201528178Z)
As manager of Fraser's Logistics & Industrial Trust

Catherine Yeo
Company Secretary
6 February 2020

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

FRASERS LOGISTICS & INDUSTRIAL TRUST
FINANCIAL STATEMENTS ANNOUNCEMENT
FOR THE FINANCIAL PERIOD ENDED 31 DECEMBER 2019



Important Notice

This announcement 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, property expenses, governmental and public policy changes and the continued availability of financing in the amounts and the terms necessary to support future business.

Investors are cautioned not to place undue reliance on these forward-looking statements, which are based on the Manager's current view on future events.

The value of Units and the income derived from them, if any, may fall or rise. Units are not obligations of, deposits in, or guaranteed by, the Manager or any of its affiliates. An investment in Units is subject to investment risks, including the possible loss of the principal amount invested.

Investors should note that they 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 announcement is for information only and does not constitute an invitation or offer to acquire, purchase or subscribe for the Units. The past performance of FLT and the Manager is not necessarily indicative of the future performance of FLT and the Manager.

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

SCHEDULE F

FLT AUDITOR’S REVIEW REPORT IN RESPECT OF THE FLT 1Q2020 RESULTS

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS



KPMG LLP
16 Raffles Quay #22-00
Hong Leong Building
Singapore 048581

Telephone +65 6213 3388
Fax +65 6225 0984
Internet www.kpmg.com.sg

The Board of Directors
Frasers Logistics & Industrial Asset Management Pte. Ltd.
(in its capacity as Manager of Frasers Logistics & Industrial Trust)
438 Alexandra Road
#21-00 Alexandra Point
Singapore 119958

6 February 2020

Dear Sirs

Frasers Logistics & Industrial Trust
Report on review of Interim Financial Information

Introduction

We have reviewed the accompanying interim financial information (the "Interim Financial Information") of Frasers Logistics & Industrial Trust (the "Trust") and its subsidiaries (the "Group") as at and for the quarter ended 31 December 2019. The Interim Financial Information comprise the following:

- Statements of financial position of the Group and the Trust as at 31 December 2019;
- Portfolio statement of the Group as at 31 December 2019;
- Statement of total return of the Group for the quarter ended 31 December 2019;
- Distribution statement of the Group for the quarter ended 31 December 2019;
- Statements of movements in unitholders' funds of the Group and the Trust for the quarter ended 31 December 2019;
- Statement of cash flows of the Group for the quarter ended 31 December 2019; and
- Certain explanatory notes to the above Interim Financial Information.

The management of Frasers Logistics & Industrial Asset Management Ltd. (the "Manager" of the Trust) is responsible for the preparation and presentation of the Interim Financial Information in accordance with the recommendations of Statement of Recommended Accounting Practice ("RAP") 7 *Reporting Framework for Unit Trusts* relevant to interim financial information, issued by the Institute of Singapore Chartered Accountants ("ISCA"). Our responsibility is to express a conclusion on the Interim Financial Information based on our review.

KPMG LLP (Registration No. T08LL1267L), an accounting limited liability partnership registered in Singapore under the Limited Liability Partnership Act (Chapter 163A) and a member firm of the KPMG network of independent member firms affiliated with KPMG International Cooperative ("KPMG International"), a Swiss entity.

1

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

*Frasers Logistics & Industrial Trust
Review of interim financial information
Quarter ended 31 December 2019*



Scope of review

We conducted our review in accordance with Singapore Standard on Review Engagements 2410 *Review of Interim Financial Information Performed by the Independent Auditor of the Entity*. A review of interim financial information consists of making inquiries, primarily of persons responsible for financial and accounting matters, and applying analytical and other review procedures. A review is substantially less in scope than an audit conducted in accordance with Singapore Standards on Auditing and consequently does not enable us to obtain assurance that we would become aware of all significant matters that might be identified in an audit. Accordingly, we do not express an audit opinion.

Other Matter

The Interim Financial Information for the comparative quarter ended 31 December 2018 has not been audited or reviewed.

Conclusion

Based on our review, nothing has come to our attention that causes us to believe that the accompanying Interim Financial Information is not prepared, in all material respects, in accordance with the recommendations of RAP 7 *Reporting Framework for Unit Trusts* relevant to the interim financial information, issued by the ISCA.

Restriction on use

Our report is provided in accordance with the terms of our engagement. Our work was undertaken so that we might report to you on the Interim Financial Information for the purpose of assisting FLT in complying with the requirements of paragraph 3 of Appendix 7.2 of Singapore Exchange Limited Listing Manual and the requirements of Rule 25 of Singapore Code of Take-Overs and Mergers, and for no other purpose. Our report is included in the unaudited financial statements announcement of FLT for the quarter ended 31 December 2019 for the information of its unitholders. We do not assume responsibility to anyone other than FLT for our work, for our report, or for the conclusions we have reached in our report.

KPMG LLP
KPMG LLP
*Public Accountants and
Chartered Accountants*

Singapore
6 February 2020

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

SCHEDULE G

**FLT INDEPENDENT FINANCIAL ADVISER’S REPORT
IN RESPECT OF THE FLT 1Q2020 RESULTS**

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS



Deloitte & Touche
Corporate Finance Pte Ltd
Co. Reg. No. 200200144N
6 Shenton Way
OUE Downtown 2
#33-00
Singapore 068809

Tel: +65 6224 8288
Fax: +65 6223 8539
www.deloitte.com/sg

LETTER FROM IFA ON THE INTERIM FINANCIAL STATEMENTS OF FRASERS LOGISTICS & INDUSTRIAL TRUST AND ITS SUBSIDIARIES FOR THE QUARTER ENDED 31 DECEMBER 2019

06 February 2020

The Board of Directors of
Fraser Logistics & Industrial Asset Management Pte. Ltd.
(as manager of Fraser Logistics & Industrial Trust)
438 Alexandra Road
#21-00 Alexandra Point
Singapore 119958

Perpetual (Asia) Limited
(as trustee of Fraser Logistics & Industrial Trust)
8 Marina Boulevard
#05-02 Marina Bay Financial Centre
Singapore 018981

Dear Sirs/Madam:

PROPOSED MERGER OF FRASERS LOGISTICS & INDUSTRIAL TRUST AND FRASERS COMMERCIAL TRUST BY WAY OF A TRUST SCHEME OF ARRANGEMENT

1. On 06 February 2020, the Board of Directors of Fraser Logistics & Industrial Asset Management Pte. Ltd. (the "**FLT Manager**") announced the interim financial statements of Fraser Logistics & Industrial Trust ("**FLT**" or the "**Trust**" and its subsidiaries, the "**Group**") for the quarter ended 31 December 2019 (the "**1QFY20 Results**") on the Singapore Exchange Securities Trading Limited (the "**SGX-ST**").
2. We have examined the 1QFY20 Results and have discussed the same with the FLT Manager. We have also considered the report by KPMG LLP dated 06 February 2020 on their review of the 1QFY20 Results.
3. For the purpose of this letter, we have relied on and assumed the accuracy and completeness of all information provided to us by the FLT Manager. Saved as provided in this letter, we do not express any other opinion and views on the 1QFY20 Results. The Board of Directors of the FLT Manager remains solely responsible for the 1QFY20 Results.
4. Except as disclosed in paragraph 5 of the 1QFY20 Results, notably the early adoption of the accounting standards FRS 109, FRS 39 and FRS 107: Interest Rate Benchmark Reform as well as the adoption of FRS 116: Leases, the 1QFY20 Results were arrived at on bases consistent with the audited consolidated financial statements of the Group for the financial year ended 30 September 2019.
5. Based on the above, we are of the opinion that the 1QFY20 Results have been prepared by the FLT Manager after due and careful enquiry.
6. This letter is provided to the Board of Directors of the FLT Manager solely for the purpose of complying with Rule 25 of the Singapore Code on Take-overs and Mergers and not for any other purpose. We do not accept responsibility for any person(s), other than the Board of Directors of the FLT Manager, in respect of, arising out of, or in connection with this letter.

Deloitte.

Yours faithfully,

For and on behalf of

Deloitte & Touche Corporate Finance Pte Ltd

A handwritten signature in blue ink, appearing to read 'Koh Soon Bee', with a long horizontal flourish extending to the right.

Koh Soon Bee
Executive Director

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

SCHEDULE H

DISCLOSURE OF INTERESTS

1. DISCLOSURE OF INTERESTS IN FCOT SECURITIES

1.1 Holdings of FCOT Units

As at the Latest Practicable Date, based on the latest information available to the FLT Manager, the interests in the FCOT Units owned, controlled or agreed to be acquired by the FLT Concert Party Group are set out below:

Name	No. of FCOT Units					
	Direct Interest		Deemed Interest		Total Interest	
	No. of FCOT Units	per cent. ⁽¹⁾	No. of FCOT Units	per cent. ⁽¹⁾	No. of FCOT Units	per cent. ⁽¹⁾
Frasers Property Commercial Trust Holdings Pte. Ltd.	123,621,055	13.49	–	–	123,621,055	13.49
Frasers Property Limited ⁽²⁾	–	–	238,277,989	26.00	238,277,989	26.00
Thai Beverage Public Company Limited ⁽³⁾	–	–	238,277,989	26.00	238,277,989	26.00
International Beverage Holdings Limited ⁽⁴⁾	–	–	238,277,989	26.00	238,277,989	26.00
InterBev Investment Limited ⁽⁵⁾	–	–	238,277,989	26.00	238,277,989	26.00
Siriwana Company Limited ⁽⁶⁾	–	–	238,277,989	26.00	238,277,989	26.00
Maxtop Management Corp. ⁽⁷⁾	–	–	238,277,989	26.00	238,277,989	26.00
Risen Mark Enterprise Ltd. ⁽⁸⁾	–	–	238,277,989	26.00	238,277,989	26.00
Golden Capital (Singapore) Limited ⁽⁹⁾	–	–	238,277,989	26.00	238,277,989	26.00
MM Group Limited ⁽¹⁰⁾	–	–	238,277,989	26.00	238,277,989	26.00
TCC Assets Limited ⁽¹¹⁾	–	–	238,277,989	26.00	238,277,989	26.00
Charoen Sirivadhanabhakdi ⁽¹²⁾	–	–	238,277,989	26.00	238,277,989	26.00
Khunying Wanna Sirivadhanabhakdi ⁽¹³⁾	–	–	238,277,989	26.00	238,277,989	26.00
Mr Ekaluck Wangchucherdkul ⁽¹⁴⁾	120,881	0.01	–	–	120,881	0.01
Ms Kwek Car Gek ⁽¹⁵⁾	8,410	n.m. ⁽²⁹⁾	–	–	8,410	n.m. ⁽²⁹⁾
Mr Lee Choon Li ⁽¹⁶⁾	31,691	n.m. ⁽²⁹⁾	–	–	31,691	n.m. ⁽²⁹⁾
Ms Chew Chiu Shan ⁽¹⁷⁾	10,000	n.m. ⁽²⁹⁾	–	–	10,000	n.m. ⁽²⁹⁾
Mr Tang Kok Kai Christopher ⁽¹⁸⁾	–	–	200,000	0.02	200,000	0.02
Mr Leo Ting Ping Ronald ⁽¹⁹⁾	20,000	n.m. ⁽²⁹⁾	–	–	20,000	n.m. ⁽²⁹⁾

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

Name	No. of FCOT Units					
	Direct Interest		Deemed Interest		Total Interest	
	No. of FCOT Units	per cent. ⁽¹⁾	No. of FCOT Units	per cent. ⁽¹⁾	No. of FCOT Units	per cent. ⁽¹⁾
Mr Lim Tse Ghow Olivier ⁽²⁰⁾	75,000	0.01	–	–	75,000	0.01
Ms Foong Leong Lum Natasha ⁽²¹⁾	75,000	0.01	–	–	75,000	0.01
Mr Christopher Leong Chi How ⁽²²⁾	200	n.m. ⁽²⁹⁾	–	–	200	n.m. ⁽²⁹⁾
Ms Ng Lay Pheng ⁽²³⁾	200	n.m. ⁽²⁹⁾	–	–	200	n.m. ⁽²⁹⁾
Mr Goh Yong Chian ⁽²⁴⁾	320,000	0.03	–	–	320,000	0.03
Mr Richard Ng ⁽²⁵⁾	20,000	n.m. ⁽²⁹⁾	–	–	20,000	n.m. ⁽²⁹⁾
Mr Low Chee Wah ⁽²⁶⁾	–	–	60,000	0.01	60,000	0.01
Mr Tony Fong ⁽²⁷⁾	12,828	n.m. ⁽²⁹⁾	–	–	12,828	n.m. ⁽²⁹⁾
Amara Investment Management Sdn Bhd	2,957,100	n.m. ⁽²⁹⁾	–	–	2,957,100	n.m. ⁽²⁹⁾
Dato’ Johan Tazrin Ngo ⁽²⁸⁾	–	–	2,957,100	n.m. ⁽²⁹⁾	2,957,100	n.m. ⁽²⁹⁾

Notes:

- (1) All references to percentage holdings of the issued FCOT Units in paragraph 1.1 of this Schedule H are based on the total issued FCOT Units as at the Latest Practicable Date, being 916,622,020 FCOT Units in issue. Percentages are rounded to the nearest two decimal places.
- (2) FPL holds a 100% direct interest in each of Frasers Commercial Asset Management Ltd. (“**FCOAM**”) and Frasers Property Commercial Trust Holdings Pte. Ltd. (“**FPCTH**”). FCOAM and FPCTH hold units in FCOT and FCOAM is deemed interested in the units in FCOT held by its wholly-owned subsidiary, Frasers Centrepont Property Management (Commercial) Pte. Ltd. (“**FCPMC**”). FPL therefore has a deemed interest in the units in FCOT in which each of FCOAM and FPCTH has an interest, by virtue of Section 4 of the SFA.
- (3) Thai Beverage Public Company Limited (“**ThaiBev**”) holds a 100% interest in International Beverage Holdings Limited (“**IBHL**”);
 - IBHL holds a 100% direct interest in InterBev Investment Limited (“**IBIL**”);
 - IBIL holds a greater than 20% interest in FPL;
 - FPL holds a 100% direct interest in each of FCOAM and FPCTH;
 - FCOAM holds a 100% direct interest in FCPMC; and
 - FCOAM, FPCTH and FCPMC hold units in FCOT.

ThaiBev therefore has a deemed interest in the units in FCOT in which FPL has an interest, by virtue of Section 4 of the SFA.

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

(4) IBHL holds a 100% direct interest in IBIL;

- IBIL holds a greater than 20% interest in FPL;
- FPL holds a 100% direct interest in each of FCOAM and FPCTH;
- FCOAM holds a 100% direct interest in FCPMC; and
- FCOAM, FPCTH and FCPMC hold units in FCOT.

IBHL therefore has a deemed interest in the units in FCOT in which FPL has an interest, by virtue of Section 4 of the SFA.

(5) IBIL holds a greater than 20% interest in FPL;

- FPL holds a 100% direct interest in each of FCOAM and FPCTH;
- FCOAM holds a 100% direct interest in FCPMC; and
- FCOAM, FPCTH and FCPMC hold units in FCOT.

IBIL therefore has a deemed interest in the units in FCOT in which FPL has an interest, by virtue of Section 4 of the SFA.

(6) Siriwana Company Limited (“**SCL**”) holds a greater than 20% interest in ThaiBev;

- ThaiBev holds a 100% direct interest in IBHL;
- IBHL holds a 100% direct interest in IBIL;
- IBIL holds a greater than 20% interest in FPL;
- FPL holds a 100% direct interest in each of FCOAM and FPCTH;
- FCOAM holds a 100% direct interest in FCPMC; and
- FCOAM, FPCTH and FCPMC hold units in FCOT.

SCL therefore has a deemed interest in the units in FCOT in which FPL has an interest, by virtue of Section 4 of the SFA.

(7) Maxtop Management Corp. (“**MMC**”) together with Risen Mark Enterprise Ltd. (“**RM**”) and Golden Capital (Singapore) Limited (“**GC**”) collectively holds a greater than 20% interest in ThaiBev;

- ThaiBev holds a 100% direct interest in IBHL;
- IBHL holds a 100% direct interest in IBIL;
- IBIL holds a greater than 20% interest in FPL;
- FPL holds a 100% direct interest in each of FCOAM and FPCTH;
- FCOAM holds a 100% direct interest in FCPMC; and
- FCOAM, FPCTH and FCPMC hold units in FCOT.

MMC therefore has a deemed interest in the units in FCOT in which FPL has an interest, by virtue of Section 4 of the SFA.

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

(8) RM together with MMC and GC collectively holds a greater than 20% interest in ThaiBev;

- ThaiBev holds a 100% direct interest in IBHL;
- IBHL holds a 100% direct interest in IBIL;
- IBIL holds a greater than 20% interest in FPL;
- FPL holds a 100% direct interest in each of FCOAM and FPCTH;
- FCOAM holds a 100% direct interest in FCPMC; and
- FCOAM, FPCTH and FCPMC hold units in FCOT.

RM therefore has a deemed interest in the units in FCOT in which FPL has an interest, by virtue of Section 4 of the SFA.

(9) GC together with MMC and RM collectively holds a greater than 20% interest in ThaiBev;

- ThaiBev holds a 100% direct interest in IBHL;
- IBHL holds a 100% direct interest in IBIL;
- IBIL holds a greater than 20% interest in FPL;
- FPL holds a 100% direct interest in each of FCOAM and FPCTH;
- FCOAM holds a 100% direct interest in FCPMC; and
- FCOAM, FPCTH and FCPMC hold units in FCOT.

GC therefore has a deemed interest in the units in FCOT in which FPL has an interest, by virtue of Section 4 of the SFA.

(10) MM Group Limited (“**MM**”) holds a 100% direct interest in each of MMC, RM and GC;

- MMC, RM and GC collectively holds a greater than 20% interest in ThaiBev;
- ThaiBev holds a 100% direct interest in IBHL;
- IBHL holds a 100% direct interest in IBIL;
- IBIL holds a greater than 20% interest in FPL;
- FPL holds a 100% direct interest in each of FCOAM and FPCTH;
- FCOAM holds a 100% direct interest in FCPMC; and
- FCOAM, FPCTH and FCPMC hold units in FCOT.

MM therefore has a deemed interest in the units in FCOT in which FPL has an interest, by virtue of Section 4 of the SFA.

(11) TCC Assets Limited (“**TCCA**”) holds a majority interest in FPL;

- FPL holds a 100% direct interest in each of FCOAM and FPCTH;
- FCOAM holds a 100% direct interest in FCPMC; and
- FCOAM, FPCTH and FCPMC hold units in FCOT.

TCCA therefore has a deemed interest in the units in FCOT in which FPL has an interest, by virtue of Section 4 of the SFA.

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

- (12) Charoen Sirivadhanabhakdi and his spouse, Khunying Wanna Sirivadhanabhakdi, each owns 50% of the issued and paid-up share capital of TCCA;
- TCCA holds a majority interest in FPL;
 - FPL holds a 100% direct interest in each of FCOAM and FPCTH;
 - FCOAM holds a 100% direct interest in FCPMC; and
 - FCOAM, FPCTH and FCPMC hold units in FCOT.
- Charoen Sirivadhanabhakdi therefore has a deemed interest in the units in FCOT in which FPL has an interest, by virtue of Section 4 of the SFA.
- (13) Khunying Wanna Sirivadhanabhakdi and her spouse, Charoen Sirivadhanabhakdi, each owns 50% of the issued and paid-up share capital of TCCA;
- TCCA holds a majority interest in FPL;
 - FPL holds a 100% direct interest in each of FCOAM and FPCTH;
 - FCOAM holds a 100% direct interest in FCPMC; and
 - FCOAM, FPCTH and FCPMC hold units in FCOT.
- Khunying Wanna Sirivadhanabhakdi therefore has a deemed interest in the units in FCOT in which FPL has an interest, by virtue of Section 4 of the SFA.
- (14) Husband of Ms Nantika Ninvoraskul. Ms Nantika Ninvoraskul is a director of certain subsidiaries of ThaiBev and a director of F&N Retail Connection Co., Ltd., in which Fraser and Neave, Limited (“**F&N**”) holds 74.0%. F&N is a subsidiary of TCCA and is therefore a related corporation of FPL.
- (15) Wife of Mr Tan Yew Chin. Mr Tan Yew Chin is a director of Ascendas Development Pte. Ltd., which holds 50% in Ascendas Frasers Pte. Ltd. Ascendas Frasers Pte. Ltd. is a joint venture company in which FPL holds 50%.
- (16) Director of certain subsidiaries and/or associated companies of FPL.
- (17) Director of Ascendas Frasers Pte. Ltd., an associated company of FPL.
- (18) Director of Frasers Centrepoint Asset Management Ltd. (“**FCAML**”), a wholly-owned subsidiary of FPL.
- (19) Director of Keong Hong Construction Pte. Ltd. and KH Capital Pte. Ltd. Keong Hong Construction Pte. Ltd. holds 20% in Punggol Residences Pte. Ltd., a joint venture company in which FPL holds 80%. KH Capital Pte. Ltd. holds 20% in East Vue Pte. Ltd., a joint venture company in which FPL holds 40%.
- (20) Director of Frasers Property Australia Pty Limited, a wholly-owned subsidiary of FPL.
- (21) Wife of Mr Lim Tse Ghow Olivier.
- (22) Director of F&N Treasury Pte. Ltd. and Fraser & Neave Investments (HK) Limited. F&N Treasury Pte. Ltd. and Fraser & Neave Investments (HK) Limited are wholly-owned subsidiaries of F&N. F&N is a related corporation of FPL.
- (23) Wife of Christopher Leong Chi How.
- (24) Director of the FLT Manager.
- (25) Director of certain subsidiaries of Frasers Centrepoint Trust (“**FCT**”). FPL, through its wholly-owned subsidiaries, FCAML and Frasers Property Retail Trust Holdings Pte. Ltd., indirectly holds 36.48% in FCT.
- (26) Director of FCAML.

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

- (27) Director of Binjai Holdings Pte. Ltd., which holds 30% in FCL Admiralty Pte. Ltd. FCL Admiralty Pte. Ltd. is a joint venture company in which FPL holds 70%. Mr Tony Fong is also a director of FCL Admiralty Pte. Ltd. Mr Tony Fong is also a director of Lum Chang Building Contractors Pte. Ltd. (“**Lum Chang**”). Lum Chang holds 20% in FCL Compassvale Pte. Ltd., a joint venture company in which FPL holds 80%.
- (28) Dato’ Johan Tazrin is a director of Fraser & Neave Holdings Bhd and is deemed to be interested in the units held by Amara Investment Management Sdn Bhd.
- (29) Not meaningful.

1.2 Dealings in FCOT Securities

The details of the dealings in the FCOT Securities during the Relevant Period by members of the FLT Concert Party Group are set out below:

Name	Date of Dealing	Type of FCOT Security	No. of FCOT Securities Sold	Transaction Price per FCOT Security (S\$)
Mr Lim Kong Eng ⁽¹⁾	17 October 2019	FCOT Units	34,000	S\$1.62

Notes:

- (1) Mr Lim Kong Eng is the father of Mr Lim Tse Ghow Olivier, a director of Frasers Property Australia Pty Limited, a wholly-owned subsidiary of FPL.

2. Disclosure of Interests in FLT Securities

2.1 Holdings of FLT Units

As at the Latest Practicable Date, based on the latest information available to the FLT Manager, the interests in the FLT Units owned, controlled or agreed to be acquired by members of the FLT Concert Party Group are set out below:

Name	No. of FLT Units					
	Direct Interest		Deemed Interest		Total Interest	
	No. of FLT Units	per cent. ⁽¹⁾	No. of FLT Units	per cent. ⁽¹⁾	No. of FLT Units	per cent. ⁽¹⁾
Frasers Logistics & Industrial Asset Management Pte. Ltd.	7,813,081	0.35	–	–	7,813,081	0.35
Frasers Property Industrial Trust Holdings Pte. Ltd.	433,564,327	19.19	–	–	433,564,327	19.19
Frasers Property Limited ⁽²⁾	–	–	441,377,408	19.54	441,377,408	19.54
Thai Beverage Public Company Limited ⁽³⁾	–	–	441,377,408	19.54	441,377,408	19.54
International Beverage Holdings Limited ⁽⁴⁾	–	–	441,377,408	19.54	441,377,408	19.54
InterBev Investment Limited ⁽⁵⁾	–	–	441,377,408	19.54	441,377,408	19.54
Siriwana Company Limited ⁽⁶⁾	–	–	441,377,408	19.54	441,377,408	19.54
Maxtop Management Corp. ⁽⁷⁾	–	–	441,377,408	19.54	441,377,408	19.54

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

Name	No. of FLT Units					
	Direct Interest		Deemed Interest		Total Interest	
	No. of FLT Units	per cent. ⁽¹⁾	No. of FLT Units	per cent. ⁽¹⁾	No. of FLT Units	per cent. ⁽¹⁾
Risen Mark Enterprise Ltd. ⁽⁷⁾	–	–	441,377,408	19.54	441,377,408	19.54
Golden Capital (Singapore) Limited ⁽⁷⁾	–	–	441,377,408	19.54	441,377,408	19.54
MM Group Limited ⁽⁸⁾	–	–	441,377,408	19.54	441,377,408	19.54
TCC Assets Limited ⁽⁹⁾	–	–	441,377,408	19.54	441,377,408	19.54
Charoen Sirivadhanabhakdi ⁽¹⁰⁾	–	–	441,377,408	19.54	441,377,408	19.54
Khunying Wanna Sirivadhanabhakdi ⁽¹¹⁾	–	–	441,377,408	19.54	441,377,408	19.54
TCC Group Investments Limited ⁽¹²⁾	–	–	118,559,700	5.25	118,559,700	5.25
Atinant Bijananda ⁽¹²⁾	–	–	118,559,700	5.25	118,559,700	5.25
Thapana Sirivadhanabhakdi ⁽¹²⁾	–	–	118,559,700	5.25	118,559,700	5.25
Wallapa Traisorat ⁽¹²⁾	–	–	118,559,700	5.25	118,559,700	5.25
Thapanee Techajareonvikul ⁽¹²⁾	–	–	118,559,700	5.25	118,559,700	5.25
Panote Sirivadhanabhakdi ⁽¹²⁾	–	–	118,559,700	5.25	118,559,700	5.25
Mr Ho Hon Cheong ⁽¹³⁾	–	–	1,123,100	0.05	1,123,100	0.05
Mr Goh Yong Chian ⁽¹³⁾	400,000	0.02	–	–	400,000	0.02
Mr Paul Gilbert Say ⁽¹³⁾	–	–	165,000	0.01	165,000	0.01
Mr Chia Khong Shoong ⁽¹³⁾	–	–	220,000	0.01	220,000	0.01
Mr Rodney Vaughan Fehring ⁽¹³⁾	–	–	132,000	0.01	132,000	0.01
Mr Ekaluck Wangchucherdkul ⁽¹⁴⁾	45,000	n.m. ⁽³⁰⁾	–	–	45,000	n.m. ⁽³⁰⁾
Ms Lim Su Min Elena ⁽¹⁵⁾	18,000	n.m. ⁽³⁰⁾	–	–	18,000	n.m. ⁽³⁰⁾
Mr Lee Choon Li ⁽¹⁶⁾	22,000	n.m. ⁽³⁰⁾	–	–	22,000	n.m. ⁽³⁰⁾
Mr Chai Vinichbutr ⁽¹⁷⁾	8,525,000	0.38	–	–	8,525,000	0.38
Mr Tan Wee Kiong Augustine ⁽¹⁸⁾	30,000	n.m. ⁽³⁰⁾	–	–	30,000	n.m. ⁽³⁰⁾
Mr Tang Kok Kai Christopher ⁽¹⁹⁾	112,700	n.m. ⁽³⁰⁾	–	–	112,700	n.m. ⁽³⁰⁾
Mr Chan Kin Fai ⁽²⁰⁾	112,700	n.m. ⁽³⁰⁾	–	–	112,700	n.m. ⁽³⁰⁾
Mr Lim Tse Ghow Olivier ⁽²¹⁾	2,470,000	0.11	–	–	2,470,000	0.11
Ms Foong Leong Lum Natasha ⁽²²⁾	191,500	0.01	–	–	191,500	0.01
Ms Yong Nyuk Lan ⁽²³⁾	246,000	0.01	–	–	246,000	0.01
Mr Uten Lohachitpitaks ⁽²⁴⁾	276,500	0.01	–	–	276,500	0.01
Mr Chan Heng Wing ⁽²⁵⁾	222,7000	0.01	–	–	222,700	0.01

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

Name	No. of FLT Units					
	Direct Interest		Deemed Interest		Total Interest	
	No. of FLT Units	per cent. ⁽¹⁾	No. of FLT Units	per cent. ⁽¹⁾	No. of FLT Units	per cent. ⁽¹⁾
Mr Philip Eng Heng Nee ⁽²⁵⁾	–	–	433,000	0.02	433,000	0.02
Mr Wee Joo Yeow ⁽²⁵⁾	663,200	0.03	–	–	663,200	0.03
Mr Richard Ng ⁽²⁶⁾	40,000	n.m. ⁽³⁰⁾	–	–	40,000	n.m. ⁽³⁰⁾
Mr Vivat Tejapaibul ⁽²⁷⁾	1,320,000	0.06	–	–	1,320,000	0.06
Mr Khatani Manohar Ramesh ⁽²⁸⁾	89,800	n.m. ⁽³⁰⁾	–	–	89,800	n.m. ⁽³⁰⁾
Amara Investment Management Sdn Bhd	467,500	n.m. ⁽³⁰⁾	–	–	467,500	n.m. ⁽³⁰⁾
Dato’ Johan Tazrin Ngo ⁽²⁹⁾	–	–	467,500	n.m. ⁽³⁰⁾	467,500	n.m. ⁽³⁰⁾

Notes:

- (1) All references to percentage holdings of the issued FLT Units in paragraph 2.1 of this Schedule H are based on the total issued FLT Units as at the Latest Practicable Date, being 2,258,877,908 FLT Units in issue. Percentages are rounded to the nearest two decimal places.
- (2) FPL holds a 100% direct interest in each of Frasers Logistics & Industrial Asset Management Pte. Ltd. (“**FLIAM**”) and Frasers Property Industrial Trust Holdings Pte. Ltd (formerly known as FCL Investments (Industrial) Pte. Ltd.) (“**FPITH**”). Each of FLIAM and FPITH directly holds units in FLT. FPL therefore has a deemed interest in the units in FLT in which each of FLIAM and FPITH has an interest, by virtue of Section 4 of the SFA.
- (3) ThaiBev holds a 100% direct interest in IBHL. IBHL holds a 100% direct interest in IBIL which holds more than 20% of the shareholdings of FPL. FPL holds a 100% direct interest in each of FLIAM and FPITH and each of FLIAM and FPITH directly holds units in FLT. ThaiBev therefore has a deemed interest in the units in FLT in which FPL has an interest, by virtue of Section 4 of the SFA.
- (4) IBHL holds a 100% direct interest in IBIL. IBIL holds more than 20% of the shareholdings of FPL. FPL holds a 100% direct interest in each of FLIAM and FPITH and each of FLIAM and FPITH directly holds units in FLT. IBHL therefore has a deemed interest in the units in FLT in which FPL has an interest, by virtue of Section 4 of the SFA.
- (5) IBIL holds more than 20% of the shareholdings of FPL. FPL holds a 100% direct interest in each of FLIAM and FPITH and each of FLIAM and FPITH directly holds units in FLT. IBIL therefore has a deemed interest in the units in FLT in which FPL has an interest, by virtue of Section 4 of the SFA.
- (6) SCL holds more than 20% of the shareholdings of ThaiBev. ThaiBev holds a 100% direct interest in IBHL. IBHL holds a 100% direct interest in IBIL which holds more than 20% of the shareholdings of FPL. FPL holds a 100% direct interest in each of FLIAM and FPITH and each of FLIAM and FPITH directly holds units in FLT. SCL therefore has a deemed interest in the units in FLT in which FPL has an interest, by virtue of Section 4 of the SFA.
- (7) MMC together with RM and GC collectively holds more than 20% of the shareholdings of ThaiBev. ThaiBev holds a 100% direct interest in IBHL. IBHL holds a 100% direct interest in IBIL which holds more than 20% of the shareholdings of FPL. FPL holds a 100% direct interest in each of FLIAM and FPITH and each of FLIAM and FPITH directly holds units in FLT. MMC, RM and GC each therefore has a deemed interest in the units in FLT in which FPL has an interest, by virtue of Section 4 of the SFA.
- (8) MM holds a 100% direct interest in each of MMC, RM and GC. MMC, RM and GC collectively hold more than 20% of the shareholdings of ThaiBev. ThaiBev holds a 100% direct interest in IBHL. IBHL holds a 100% direct interest in IBIL which holds more than 20% of the shareholdings of FPL. FPL holds a 100% direct interest in each of FLIAM and FPITH and each of FLIAM and FPITH directly holds units in FLT. MM therefore has a deemed interest in the units in FLT in which FPL has an interest, by virtue of Section 4 of the SFA.

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

- (9) TCCA holds a majority interest in FPL. FPL holds a 100% direct interest in each of FLIAM and FPITH and each of FLIAM and FPITH directly holds units in FLT. TCA therefore has a deemed interest in the units in FLT in which FPL has an interest, by virtue of Section 4 of the SFA.
- (10) Charoen Sirivadhanabhakdi and his spouse, Khunying Wanna Sirivadhanabhakdi, each owns 50% of the shareholdings of TCCA. TCCA holds a majority interest in FPL. FPL holds a 100% direct interest in each of FLIAM and FPITH and each of FLIAM and FPITH directly holds units in FLT. Charoen Sirivadhanabhakdi therefore has a deemed interest in the units in FLT in which FPL has an interest, by virtue of Section 4 of the SFA.
- (11) Khunying Wanna Sirivadhanabhakdi and her spouse, Charoen Sirivadhanabhakdi, each owns 50% of the shareholdings of TCCA. TCCA holds a majority interest in FPL. FPL holds a 100% direct interest in each of FLIAM and FPITH and each of FLIAM and FPITH directly holds units in FLT. Khunying Wanna Sirivadhanabhakdi therefore has a deemed interest in the units in FLT in which FPL has an interest, by virtue of Section 4 of the SFA.
- (12) Each of Atinant Bijananda, Thapana Sirivadhanabhakdi, Wallapa Traisorat, Thapanee Techajareonvikul and Panote Sirivadhanabhakdi holds 20% of the shareholding of TCC Group Investments Limited (“**TCCG**”). TCCG holds units in FLT through a nominee account. Each of Atinant Bijananda, Thapana Sirivadhanabhakdi, Wallapa Traisorat, Thapanee Techajareonvikul and Panote Sirivadhanabhakdi therefore has a deemed interest in the units in FLT in which TCCG has an interest, by virtue of Section 4 of the SFA.
- (13) Director of the FLT Manager.
- (14) Husband of Ms Nantika Ninvoraskul. Ms Nantika Ninvoraskul is a director of certain subsidiaries of ThaiBev and a director of F&N Retail Connection Co., Ltd., in which Fraser and Neave, Limited (“**F&N**”) holds 74.0%. F&N is a subsidiary of TCCA and is therefore a related corporation of FPL.
- (15) Director of GC.
- (16) Director of certain subsidiaries and/or associated companies of FPL.
- (17) Director of Frasers Property (Thailand) Public Company Limited. FPL (together with its indirect wholly-owned subsidiary, Frasers Property Holdings (Thailand) Co., Ltd.), holds 80.92% in Frasers Property (Thailand) Public Company Limited.
- (18) Director of FCL Peak Pte. Ltd.. FPL holds 50% in FCL Peak Pte. Ltd.
- (19) Director of FCAML.
- (20) Director of Vacaron Company Sdn Bhd, an associated company of FPL.
- (21) Director of Frasers Property Australia Pty Limited, a wholly-owned subsidiary of FPL.
- (22) Wife of Mr Lim Tse Ghow Olivier.
- (23) Wife of Dr Cheong Choon Kong (a director of Frasers Centrepoint Asset Management Ltd.).
- (24) Director of Frasers Property (Thailand) Public Company Limited.
- (25) Director of FPL.
- (26) Director of certain subsidiaries of FCT. FPL, through its wholly-owned subsidiaries, FCAML and Frasers Property Retail Trust Holdings Pte. Ltd., indirectly holds 36.48% in FCT.
- (27) Director of ThaiBev.
- (28) Director of Ascendas Development Pte. Ltd..
- (29) Dato’ Johan Tazrin is a director of Fraser & Neave Holdings Bhd and is deemed to be interested in the units held by Amara Investment Management Sdn Bhd.
- (30) Not meaningful.

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

2.2 Dealings in FLT Securities

The details of the dealings in the FLT Securities during the Relevant Period by the FLT Concert Party Group are set out below:

Name	Date of Dealing	Type of FLT Security	No. of FLT Securities Acquired	No. of FLT Securities Sold/ Transferred	Transaction Price per FLT Security (S\$)
Frasers Logistics & Industrial Asset Management Pte. Ltd.	20 December 2019	FLT Units	–	211,000 ⁽¹⁾	Not applicable

Note:

- (1) 211,000 FLT Units were transferred by the FLT Manager pursuant to the vesting of awards in accordance with the terms of the FLT Manager’s restricted unit plan.

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

SCHEDULE I

FINANCIAL INFORMATION OF THE MERGER AND THE PROPOSED ASSET ACQUISITION

1. Pro Forma Financial Effects of the Merger and Pro Forma Financial Effects of the Merger and the Proposed Asset Acquisition

The pro forma financial effects of the Merger and the Proposed Asset Acquisition on FLT Group are set out in the tables below and are strictly for illustrative purposes only. The bases and assumptions on which the pro forma financial effects of the Merger and the Proposed Asset Acquisition have been prepared are set out in paragraph 2 of this Schedule I.

(a) Pro Forma DPU

FOR ILLUSTRATIVE PURPOSES ONLY:

The pro forma financial effects of (i) the Merger; and (ii) the Merger and the Proposed Asset Acquisition, on the amount available for distribution to FLT Unitholders, the number of FLT Units and FLT’s DPU and the accretion thereof, for FY2019, assuming the Merger and the Proposed Asset Acquisition were completed on 1 October 2018 and FLT held and operated the properties of FCOT and the Target Property through to 30 September 2019, and assuming that the FLT FY2019 Acquisitions (as defined herein) and the FLT FY2019 Divestments (as defined herein) were completed on 1 October 2018 are as follows:

	FLT FY2019	Assuming completion of FLT FY2019 Acquisitions and FLT FY2019 Divestments	Pro Forma Financial Effects of the Merger	Pro Forma Financial Effects of the Merger and the Proposed Asset Acquisition
			Assuming completion of FLT FY2019 Acquisitions, FLT FY2019 Divestments and the Merger	Assuming completion of FLT FY2019 Acquisitions, FLT FY2019 Divestments, the Merger and the Proposed Asset Acquisition
Amount available for distribution to FLT Unitholders (\$ million)	144	163	245 ⁽¹⁾	250 ^{(1),(2)}
Weighted average number of FLT Units ('000)	2,060,484	2,253,072	3,378,387 ^{(3),(4)}	3,379,377 ^{(3),(4),(5)}
DPU (Singapore cents)	7.00	7.22	7.26 ^{(3),(4)}	7.38 ^{(3),(4),(5)}
Accretion (%)	N.A ⁽⁶⁾	N.A ⁽⁶⁾	0.6	2.2

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

Notes:

- (1) Assumes an additional S\$169.8 million debt was drawn down on 1 October 2018 to fund the cash portion of the Scheme Consideration of S\$134.8 million and merger-related stamp duty and transaction costs of approximately S\$35.0 million at an effective interest rate of 2.6% per annum.
- (2) Assumes an additional S\$159.1 million debt was drawn down on 1 October 2018 to fund the estimated total cost of Proposed Asset Acquisition (excluding the acquisition fee) at an effective interest rate of 2.6% per annum.
- (3) Assumes FCOT’s management fee structure is replaced with the management fee structure in the FLT Trust Deed with effect from 1 October 2018. All the base and performance management fees for FCOT for FY2019 are assumed to be fully paid in FLT Units and issued at FLT’s historical VWAP per FLT Unit.
- (4) Adjusted for the following assumptions:
 - (i) 1,100.6 million Consideration Units are issued as part of the Scheme Consideration. The Scheme Consideration payable for each FCOT Unit (inclusive of Cash Consideration) implies a gross exchange ratio of 1.355x;
 - (ii) 9.7 million new FLT Units are issued and issuable as payment to the FLT Manager of the base and performance management fees associated with the Merger are assumed to be fully paid in new FLT Units at FLT’s historical VWAP per FLT Unit;
 - (iii) 15.2 million new FLT Units are issued pursuant to FCOT’s distribution reinvestment plan in FY2019 calculated based on the FCOT Units issued at the implied gross exchange ratio of 1.355x; and
 - (iv) 9.0 million new FLT Units are issued at an illustrative issue price of S\$1.240 per FLT Unit as the acquisition fee (“**Acquisition Fee**”) of approximately S\$11.2 million payable to the FLT Manager in relation to the Merger.
- (5) Includes 1.3 million new FLT Units issued and issuable as payment of FLT’s base and performance management fees at FLT’s historical VWAP per FLT Unit and the acquisition fee at an illustrative issue price of S\$1.240 per FLT Unit for the Proposed Asset Acquisition.
- (6) “**N.A.**” means not applicable.

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

(b) Pro Forma NAV

FOR ILLUSTRATIVE PURPOSES ONLY:

The pro forma financial effects of (i) the Merger; and (ii) the Merger and the Proposed Asset Acquisition, on the NAV per FLT Unit, number of FLT Units in issue and to be issued as at 30 September 2019, assuming the Merger and the Proposed Asset Acquisition were completed on 30 September 2019, and assuming that the acquisition of the Hermes Berlin Facility²¹ and B+S GmbH Logistik Facility and the Heatherton Road Divestment (as defined herein) were completed on 30 September 2019, are as follows:

	FLT 30 September 2019	Immediately after completion of the Acquisition of the Hermes Berlin Facility and B+S GmbH Logistik Facility and the Heatherton Road Divestment	Pro Forma Financial Effects of the Merger	Pro Forma Financial Effects of the Merger and the Proposed Asset Acquisition
			Immediately after completion of the Acquisition of the Hermes Berlin Facility and B+S GmbH Logistik Facility, the Heatherton Road Divestment and the Merger	Immediately after completion of the Acquisition of the Hermes Berlin Facility and B+S GmbH Logistik Facility, the Heatherton Road Divestment, the Merger and the Proposed Asset Acquisition
NAV (S\$ million)	2,153	2,154	3,538 ^{(2),(3)}	3,540 ^{(2),(3),(4)}
Number of issued and issuable FLT Units ('000)	2,258,878 ⁽¹⁾	2,259,273	3,393,631 ⁽⁵⁾	3,394,251 ^{(5),(6)}
NAV per FLT Unit (S\$)	0.95	0.95	1.04	1.04

Notes:

- (1) Represents the number of FLT Units issued and issuable as at 30 September 2019.
- (2) Assumes an additional S\$172.8 million debt was drawn down on 30 September 2019 to fund the cash portion of the Scheme Consideration of S\$137.8 million and merger-related stamp duty and transaction costs of approximately S\$35.0 million.
- (3) Includes the Acquisition Fee of approximately S\$11.2 million and merger-related stamp duty and transaction costs of approximately S\$35.0 million incurred, in relation to the Merger.

²¹ As defined in FLT’s announcement titled “The Proposed Acquisition of Interests in 12 Properties in Germany and Australia” dated 3 July 2019.

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

- (4) Assumes an additional S\$154.4 million debt was drawn down on 30 September 2019 to fund the estimated total cost of Proposed Asset Acquisition (excluding the acquisition fee).
- (5) Adjusted for the following assumptions:
- (i) 1,125.4 million Consideration Units issued as part of the Scheme Consideration. The Scheme Consideration payable for each FCOT Unit (inclusive of Cash Consideration) implies a gross exchange ratio of 1.355x; and
 - (ii) 9.0 million new FLT Units issued at an illustrative issue price of S\$1.240 per FLT Unit as Acquisition Fee payable to the FLT Manager in relation to the Merger.
- (6) Includes 0.6 million new FLT Units issued as payment of acquisition fee at an illustrative issue price of S\$1.240 per FLT Unit for the Proposed Asset Acquisition.

(c) Pro Forma Aggregate Leverage

FOR ILLUSTRATIVE PURPOSES ONLY:

FLT’s pro forma aggregate leverage as at 30 September 2019, immediately upon completion of the Merger and immediately upon completion of the Merger and the Proposed Asset Acquisition as at 30 September 2019, assuming the Merger and the Proposed Asset Acquisition were completed on 30 September 2019 and assuming that the acquisition of the Hermes Berlin Facility and B+S GmbH Logistik Facility and the Heatherton Road Divestment were completed on 30 September 2019, are as follows:

			Pro Forma Financial Effects of the Merger ⁽¹⁾	Pro Forma Financial Effects of the Merger and the Proposed Asset Acquisition ⁽¹⁾
	FLT 30 September 2019	Immediately after completion of the Acquisition of the Hermes Berlin Facility and B+S GmbH Logistik Facility and the Heatherton Road Divestment	Immediately after completion of the Acquisition of the Hermes Berlin Facility and B+S GmbH Logistik Facility, the Heatherton Road Divestment and the Merger	Immediately after completion of the Acquisition of the Hermes Berlin Facility and B+S GmbH Logistik Facility, the Heatherton Road Divestment, the Merger and the Proposed Asset Acquisition
Aggregate Leverage ⁽²⁾	33.4%	34.8%	35.4%	37.0%

Note:

- (1) Assumptions are the same as those set out under paragraph 1(b) of this Schedule I.
- (2) Calculated based on total debt divided by total assets.

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

2. Bases and Assumptions Underlying the Pro Forma Financial Effects of the Merger and the Proposed Asset Acquisition

(a) Basis of Preparation for the pro forma financial effects of the Merger and the Proposed Asset Acquisition on FLT’s DPU

The unaudited pro forma consolidated financial effects of the Merger and the Proposed Asset Acquisition on the Enlarged REIT have been prepared based on the FLT FY2019 Financial Statements which was announced on 2 December 2019 and the FCOT FY2019 Financial Statements for FY2019 which was announced on 2 December 2019, for illustrative purposes only, and based on certain assumptions directly attributable to the Merger and the Proposed Asset Acquisition after making certain adjustments, to show the pro forma financial effects of the Merger and the Proposed Asset Acquisition on FLT’s DPU for FY2019.

The assumptions are set out as follows:

- (i) the Merger and the Proposed Asset Acquisition had occurred on 1 October 2018;
 - (ii) the following acquisitions had occurred on 1 October 2018:
 - (A) acquisition of the property in Mandeveld 12, Meppel, the Netherlands (the “**Dutch Acquisition**”) which was actually completed on 31 October 2018;
 - (B) acquisition of the three freehold logistics properties located in Australia (the “**Australian Properties Acquisition**”) which was actually completed on 20 August 2019 (“**Australian Property Acquisition Date**”);
 - (C) acquisition of the equity interests in eight property holding companies which hold interests in seven freehold logistics properties located in Germany (the “**German Properties Acquisition**”) which were actually completed on 23 and 27 August 2019 and 3 September 2019 (together with the Australian Property Acquisition Date, the “**Acquisition Dates**”); and
 - (D) acquisition of the equity interests in two property holding companies which hold interests in two freehold logistics properties located in Germany; the B+S GmbH Logistik Facility Acquisition which was actually completed on 28 November 2019 and the Hermes Berlin Facility which was actually completed on 20 December 2019,
- (collectively, the “**FLT FY2019 Acquisitions**”);

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

- (iii) the following divestments had occurred on 1 October 2018 and the net divestment proceeds were used for the repayment of bank borrowings. The FLT FY2019 Divestments include the following:
- (A) divestment of 63-79 South Park Drive, Dandenong South, Victoria, Australia which was actually completed on 9 May 2019; and
 - (B) the divestment of 50% interest in 99 Sandstone Place, Parkinson, Queensland, Australia which was actually completed on 24 July 2019.
 - (C) the divestment of 610 Heatherton Road, Clayton South, Victoria, Australia (the “**Heatherton Road Divestment**”) as announced on 16 May 2019 and 31 May 2019.
- (collectively, the “**FLT FY2019 Divestments**”);
- (iv) with respect to the Dutch Acquisition which was actually completed on 31 October 2018, the financial information used in the preparation of the pro forma financial effects of the Merger and the Proposed Asset Acquisition for FY2019 was based on the management accounts from 31 October 2018 to 30 September 2019 and extrapolated to 365 days;
- (v) the preparation of the pro forma financial effects of the Merger and the Proposed Asset Acquisition for FY2019 was based on the financial information for the period from the Acquisition Dates of the Australian Properties Acquisition and the German Properties Acquisition to 30 September 2019 and extrapolated to 365 days;
- (vi) the management accounts for the Hermes Berlin Facility for the period from 1 October 2018 to March 2019 was used in the preparation of the pro forma financial effects of the Merger and the Proposed Asset Acquisition for FY2019 and extrapolated to 365 days;
- (vii) the management accounts for the B+S GmbH Logistik Facility which was acquired by the previous owner of the property, FPE Investment RE12 B.V., on 1 November 2018 used in the preparation of the pro forma financial effects of the Merger and the Proposed Asset Acquisition for FY2019 and extrapolated to 365 days;
- (viii) the actual financial information for the Heatherton Road Divestment from 1 October 2018 to 30 September 2019 were excluded from the pro forma financial effects of the Merger and the Proposed Asset Acquisition for FY2019 as the sale of the office and deck car park components of the Heatherton Road Divestment was actually completed on 29 October 2019 while the sale of the warehouse and hardstand components was actually completed on 6 January 2020;

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

- (ix) the private placement of 220,000,000 new units in FLT in relation to the Australian Properties Acquisition, the German Properties Acquisition and the Hermes Berlin Facility and B+S GmbH Logistik Facility Acquisitions had occurred on 1 October 2018;
- (x) the translation of € to A\$, A\$ to S\$, € to S\$ and £ to S\$ at the exchange rates prevailing in the preparation of the FLT FY2019 Financial Statements and management accounts of the Proposed Asset Acquisition for FY2019;
- (xi) the Scheme Consideration is determined based on S\$0.151 per FCOT Unit in cash and an exchange ratio of one FCOT Unit for 1.233 FLT Units. The Scheme Consideration of S\$1,499.5 million for the Merger is derived based on an issue price of S\$1.240 for each FLT Unit and is settled by way of the issuance of approximately 1,100.6 million new FLT Units and an aggregate Cash Consideration of S\$134.8 million;
- (xii) merger-related stamp duty and transaction costs are estimated to be approximately S\$35.0 million and are assumed to be funded by debt;
- (xiii) the Acquisition Fee of approximately S\$11.2 million in relation to the Merger is paid through issuance of approximately 9.0 million FLT Units at an illustrative issue price of S\$1.240 per FLT Unit;
- (xiv) FCOT’s fee structure for the management fees is replaced with the management fee structure in the FLT Trust Deed with effect from 1 October 2018. All the base and performance management fees for FCOT for FY2019 were assumed to be fully paid in FLT Units and issued at FLT’s historical VWAP per FLT Unit;
- (xv) estimated total cost of the Proposed Asset Acquisition is estimated to be approximately S\$159.9 million;
- (xvi) the Acquisition Fee of approximately S\$0.8 million in respect of the Proposed Asset Acquisition is paid in FLT Units to the Manager;
- (xvii) the balance of the estimated total cost of the Proposed Asset Acquisition of approximately S\$159.1 million is financed by debt;
- (xviii) the estimated total cost for the Proposed Asset Acquisition is translated at an exchange rate of £1: S\$1.75; and
- (xix) excludes any other operational and trust level savings or potential synergies from the Merger.

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

(b) Basis of Preparation for the pro forma financial effects of the Merger and the Proposed Asset Acquisition on the NAV per FLT Unit and aggregate leverage as at 30 September 2019

The unaudited pro forma consolidated financial effects of the Merger and the Proposed Asset Acquisition on the Enlarged REIT have been prepared based on the FLT FY2019 Financial Statements which was announced on 2 December 2019 and the FCOT FY2019 Financial Statements which was announced on 2 December 2019, for illustrative purposes only, and based on certain assumptions directly attributable to the Merger and the Proposed Asset Acquisition after making certain adjustments, to show the pro forma financial effects of the Merger and the Proposed Asset Acquisition on FLT’s NAV per FLT Unit and aggregate leverage as at 30 September 2019.

The assumptions are set out as follows:

- (i) the Merger and the Proposed Asset Acquisition had occurred on 30 September 2019;
- (ii) the following acquisition and divestment had occurred on 30 September 2019:
 - (A) the acquisition of the equity interests in two property holding companies which hold interests in two freehold logistics properties located in Germany; the B+S GmbH Logistik Facility Acquisition which was actually completed on 28 November 2019 and the Hermes Berlin Facility which was actually completed on 20 December 2019. Both acquisitions are assumed to be funded by debt; and
 - (B) the Heatherton Road Divestment as announced on 16 May 2019 and 31 May 2019. The sale of the office and deck car park components of the Heatherton Road Divestment was actually completed on 29 October 2019 while the sale of the warehouse and hardstand components was actually completed on 6 January 2020. The net divestment proceeds are assumed to be used for the repayment of bank borrowings;
- (iii) the translation of € to A\$, A\$ to S\$ and € to S\$ at the exchange rates prevailing in the preparation of the FLT FY2019 Financial Statements;
- (iv) the Scheme Consideration is determined based on S\$0.151 per FCOT Unit in cash and an exchange ratio of one FCOT Unit for 1.233 FLT Units. The Scheme Consideration of S\$1,533.4 million for the Merger is derived based on an issue price of S\$1.240 for each FLT Unit and is settled by way of the issuance of approximately 1,125.4 million new FLT Units and an aggregate Cash Consideration of S\$137.8 million;
- (v) merger-related stamp duty and transaction costs are estimated to be approximately S\$35.0 million and are assumed to be funded by debt;

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

- (vi) the Acquisition Fee of approximately S\$11.2 million in relation to the Merger paid through issuance of approximately 9.0 million FLT Units at an illustrative issue price of S\$1.240 per FLT Unit;
- (vii) estimated total cost of the Proposed Asset Acquisition is estimated to be approximately S\$155.2 million;
- (viii) the acquisition fee of approximately S\$0.8 million in respect of the Proposed Asset Acquisition is paid in FLT Units to the Manager;
- (ix) the balance of the estimated total cost of Proposed Asset Acquisition of approximately S\$154.4 million is financed by debt; and
- (x) the estimated total cost for the Proposed Asset Acquisition is translated at an exchange rate of £1: S\$1.6984.

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

SCHEDULE J

ADDITIONAL GENERAL INFORMATION

1. ADDITIONAL ARRANGEMENTS

1.1 No Agreement having any Connection with or Dependence upon the Trust Scheme

As at the Latest Practicable Date, save as disclosed in this Offeror’s Letter (including the Proposed Asset Acquisition), there is no agreement, arrangement or understanding between (i) any member of the FLT Concert Party Group, and (ii) any of the current or recent directors of the FCOT Manager or the FCOT Trustee (acting in its capacity as trustee of FCOT) or any of the current or recent FCOT Unitholders having any connection with or dependence upon the Trust Scheme.

1.2 No Agreement Conditional upon Outcome of Trust Scheme

As at the Latest Practicable Date, save as disclosed in this Offeror’s Letter (including the Proposed Asset Acquisition), there is no agreement, arrangement or understanding between (i) FLT, the FLT Manager and the FLT Trustee, and (ii) any of the directors of the FCOT Manager or the FCOT Trustee (acting in its capacity as trustee of FCOT) or any other person in connection with or conditional upon the outcome of the Trust Scheme or is otherwise connected with the Trust Scheme.

1.3 Transfer of FCOT Units

As at the Latest Practicable Date, save as disclosed in this Offeror’s Letter, there is no agreement, arrangement or understanding whereby any FCOT Units acquired pursuant to the Trust Scheme will be transferred to any other person. FLT, however, reserves the right to transfer any FCOT Units to any member of the FLT Concert Party Group or for the purpose of granting security in favour of financial institutions which have extended or shall extend credit facilities to it.

1.4 No Indemnity Arrangements

None of the members of the FLT Concert Party Group has entered into any arrangement with any person of the kind referred to in Note 7 on Rule 12 of the Code, including indemnity or option arrangements, and any agreement or understanding, formal or informal, of whatever nature, relating to the FCOT Securities and/or FLT Securities which may be an inducement to deal or refrain from dealing in FCOT Securities and/or FLT Securities.

1.5 No Payment or Benefit to Directors of the FCOT Manager and FCOT Trustee

As at the Latest Practicable Date, save as disclosed in this Offeror’s Letter, there is no agreement, arrangement or understanding for any payment or other benefit to be made or given to any director of the FCOT Manager or the FCOT Trustee (acting in its capacity as trustee of FCOT) or any of their related corporations (within the meaning of Section 6 of the Companies Act, Chapter 50 of Singapore) as compensation for loss of office or otherwise in connection with the Trust Scheme.

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

1.6 Service Contracts of Directors of the FLT Manager

As at the Latest Practicable Date, save as disclosed in this Offeror’s Letter, there is no agreement, arrangement or understanding between (i) any member of the FLT Concert Party Group, and (ii) any of the directors of the FLT Manager, whereby the emoluments received or to be received by the directors of the FLT Manager will be varied or affected by the Trust Scheme.

2. OTHER DISCLOSURES IN RELATION TO FCOT

2.1 Material Changes in the Financial Position of FCOT

As at the Latest Practicable Date, save in relation to and in connection with the Merger and the Trust Scheme (including the costs and expenses incurred or to be incurred in connection with the Merger and the Trust Scheme) and as disclosed in the Scheme Document and any other information which is publicly available (including, without limitation, the announcements released by the FCOT Manager, on behalf of FCOT, on SGXNET), there has not been, to the knowledge of the FLT Manager, any material change in the financial position or prospects of FCOT since the date of the last balance-sheet laid before the FCOT Unitholders in a general meeting.

2.2 Transfer Restrictions of the FCOT Units

Subject to and upon the amendment of the FCOT Trust Deed in the manner set out in the Letter to FCOT Unitholders, the FCOT Trust Deed does not contain any restrictions on the right to transfer the FCOT Units in connection with the Merger or the Trust Scheme.

3. MARKET QUOTATIONS FOR UNITS

3.1 Closing Prices on the FCOT Units

The closing prices of the FCOT Units on the SGX-ST, as reported by Bloomberg L.P., on (i) the Last Trading Day was S\$1.670, and (ii) the Latest Practicable Date was S\$1.680.

The last transacted prices and aggregate trading volume of the FCOT Units on the SGX-ST on a monthly basis from June 2019 to November 2019 (being the six calendar months preceding the Joint Announcement Date), as reported by Bloomberg L.P., are set out below:

Month	Last Transacted Price (S\$)	Volume of FCOT Units Traded
June 2019	1.670	57,780,000
July 2019	1.610	72,050,000
August 2019	1.640	38,820,000
September 2019	1.610	59,360,000
October 2019	1.640	51,180,000
November 2019	1.670	46,770,000

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

3.2 Highest and Lowest Prices of the FCOT Units

During the period commencing six months prior to the Joint Announcement Date and ending on the Latest Practicable Date, the highest and lowest closing prices of the FCOT Units on the SGX-ST, as reported by Bloomberg L.P., are as follows:

3.2.1 highest closing price: S\$1.710 on 2 December 2019; and

3.2.2 lowest closing price: S\$1.490 on 3 June 2019.

4. MARKET QUOTATIONS FOR FLT UNITS

4.1 Closing Prices on the FLT Units

The closing prices of the FLT Units on the SGX-ST, as reported by Bloomberg L.P., on (i) the Last Trading Day was S\$1.240 on the counter traded in Singapore dollars and A\$1.330 on the counter traded in Australian dollars, and (ii) the Latest Practicable Date was S\$1.270 on the counter traded in Singapore dollars. There were no FLT Units traded on the Australian dollar counter on the Latest Practicable Date.

The last transacted prices and aggregate trading volume of the FLT Units on the SGX-ST on a monthly basis from June 2019 to November 2019 (being the six calendar months preceding the Joint Announcement Date), as reported by Bloomberg L.P., are set out below:

Month	S\$ Trading Counter		A\$ Trading Counter	
	Last Transacted Price (S\$)	Volume of FLT Units Traded	Last Transacted Price (A\$)	Volume of FLT Units Traded
June 2019	1.210	133,130,000	1.250	600
July 2019	1.200	172,790,000	1.290	16,200
August 2019	1.220	181,270,000	–	–
September 2019	1.240	155,000,000	1.320	76,400
October 2019	1.260	125,740,000	1.340	4,000
November 2019	1.240	97,230,000	1.330	3,600

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

4.2 Highest and Lowest Prices of the FLT Units

During the period commencing six months prior to the Joint Announcement Date and ending on the Latest Practicable Date, the highest and lowest closing prices of the FLT Units on the SGX-ST, as reported by Bloomberg L.P., are as follows:

4.2.1 counter traded in Singapore dollars:

- (i) highest closing price: S\$1.290 on 17 October 2019; and
- (ii) lowest closing price: S\$1.160 on 7 August 2019; and

4.2.2 counter traded in Australian dollars:

- (i) highest closing price: A\$1.380 on 12 June 2019; and
- (ii) lowest closing price: A\$1.090 on 8 January 2020.

4.3 Closure of Counter Traded in Australian Dollars

As stated in paragraph 5.1.2 of this Offeror’s Letter, following completion of the Merger, the FLT Manager intends to change the functional currency of the Enlarged REIT to Singapore dollars (which is also the functional currency of FCOT) and close the counter traded in Australian dollars.

5. CONSENTS AND DOCUMENTS FOR INSPECTION

5.1 Consent from the FLT Financial Adviser

The FLT Financial Adviser has given and has not withdrawn its consent to the issue of this Offeror’s Letter with the inclusion herein of its name and all references to its name in the form and context in which it appears in this Offeror’s Letter.

5.2 Consent from the FLT Independent Financial Adviser

The FLT Independent Financial Adviser has given and has not withdrawn its consent to the issue of this Offeror’s Letter with the inclusion herein of its name and its report dated 6 February 2020 in respect of the FLT 1Q2020 Results as set out in Schedule G to this Offeror’s Letter and all references thereto, in the form and context in which it appears in this Offeror’s Letter.

APPENDIX B – OFFEROR’S LETTER TO THE FCOT UNITHOLDERS

5.3 Consent from the FLT Auditor

The FLT Auditor has given and has not withdrawn its consent to the issue of this Offeror’s Letter with the inclusion herein of its name and its report dated 6 February 2020 in respect of the FLT 1Q2020 Results as set out in Schedule F to this Offeror’s Letter and all references thereto, in the form and context in which it appears in this Offeror’s Letter.

5.4 Documents for Inspection

Copies of the following documents are available for inspection at the registered office of the FLT Manager²² at 438 Alexandra Road, #21-00 Alexandra Point, Singapore 119958 during normal business hours from the Latest Practicable Date up to the Effective Date:

- 5.4.1 the annual reports of FLT for FY2017, FY2018 and FY2019;
- 5.4.2 the FLT 1Q2020 Results;
- 5.4.3 the report from the FLT Auditor in respect of the FLT 1Q2020 Results;
- 5.4.4 the report from the FLT Independent Financial Adviser in respect of the FLT 1Q2020 Results;
- 5.4.5 the Implementation Agreement;
- 5.4.6 the FLT Trust Deed; and
- 5.4.7 the letters of consent referred to in paragraphs 5.1 to 5.3 of this Schedule J.

²² Prior appointment with the FLT Manager will be appreciated.

This page has been intentionally left blank.

APPENDIX C – GENERAL INFORMATION RELATING TO FCOT

1. DIRECTORS

The names, addresses and designations of the FCOT Directors as at the Latest Practicable Date are as follows:

Name	Address	Designation
Mr. Bobby Chin Yoke Choong	438 Alexandra Road, #21-00 Alexandra Point, Singapore 119958	Chairman, Independent and Non-Executive Director
Mr. Chang Tou Chen	438 Alexandra Road, #21-00 Alexandra Point, Singapore 119958	Independent and Non-Executive Director
Ms. Soh Onn Cheng Margaret Jane	438 Alexandra Road, #21-00 Alexandra Point, Singapore 119958	Independent and Non-Executive Director
Mr. Chia Khong Shoong	438 Alexandra Road, #21-00 Alexandra Point, Singapore 119958	Non-Executive Director
Mr. Low Chee Wah	438 Alexandra Road, #21-00 Alexandra Point, Singapore 119958	Non-Executive Director
Mr. Christopher Tang Kok Kai	438 Alexandra Road, #21-00 Alexandra Point, Singapore 119958	Non-Executive Director

2. PRINCIPAL ACTIVITIES

FCOT was established with the principal investment strategy of investing, directly or indirectly, in a diversified portfolio of real estate assets located in the Asia-Pacific region and Europe including the United Kingdom used for commercial purposes (comprising primarily office, business space and/or business park purposes). As at the Latest Practicable Date, FCOT's international portfolio comprises six (6) properties across Singapore, Australia and the United Kingdom.

3. FCOT UNITS

3.1 FCOT Units

As at the Latest Practicable Date, FCOT has 916,622,020 FCOT Units in issue. On 25 October 2019, 3,479,511 FCOT Units were issued as payment of the management fees payable by FCOT to the FCOT Manager under the FCOT Trust Deed. On 28 November 2019, 2,180,704 FCOT Units were issued pursuant to FCOT's distribution reinvestment plan in respect of the distribution for the period from 1 July 2019 to 30 September 2019. On 22 January 2020, 1,725,887 FCOT Units were issued as payment of the management fees payable by FCOT to the FCOT Manager under the FCOT Trust Deed. Save for the foregoing issuances, FCOT has not issued any FCOT Units since 30 September 2019.

APPENDIX C – GENERAL INFORMATION RELATING TO FCOT

3.2 Rights of the FCOT Unitholders in respect of Capital, Distributions and Voting

Selected texts of the FCOT Trust Deed relating to the rights of the FCOT Unitholders in respect of capital, distributions and voting have been extracted and reproduced in Appendix E to this Scheme Document.

3.3 Convertible Instruments

As at the Latest Practicable Date, there are no outstanding FCOT Convertible Securities or instruments convertible into, rights to subscribe for, and options in respect of, FCOT Units or securities which carry voting rights affecting FCOT Units.

4. FINANCIAL INFORMATION

4.1 Consolidated Statement of Total Return

Set out below is certain financial information extracted from the audited consolidated financial statements of the FCOT Group for FY2017, FY2018 and FY2019, and the unaudited consolidated financial statements of the FCOT Group for 1Q FY2020.

The financial information for FY2017, FY2018 and FY2019 should be read in conjunction with the audited consolidated financial statements of the FCOT Group and the accompanying notes as set out in the annual reports of FCOT for FY2017, FY2018 and FY2019 respectively, and the financial information for 1Q FY2020 should be read in conjunction with the unaudited consolidated financial statements of the FCOT Group and the accompanying notes as set out in the unaudited consolidated financial statements of the FCOT Group for 1Q FY2020.

	1Q FY2020	FY2019	FY2018	FY2017
	S\$'000	S\$'000	S\$'000	S\$'000
Gross revenue	37,779	125,060	133,306	156,551
Property expenses	(11,065)	(42,371)	(44,034)	(42,708)
Net property income	26,714	82,689	89,272	113,843
Share of results of joint venture (net of tax)	1,940	7,878	5,497	–
Manager's fees	(3,752)	(13,572)	(13,785)	(13,706)
Trustee's fees	(179)	(635)	(681)	(627)
Other trust expenses	(987)	(1,736)	(1,383)	(1,113)
Finance income	7	127	316	501
Finance expenses	(4,913)	(18,902)	(24,683)	(24,434)
Net income	18,830	55,849	54,553	74,464
Exchange differences	(29)	(4,631)	(2,759)	1,324
Gain on disposal of investment property	–	–	75,724	–

APPENDIX C – GENERAL INFORMATION RELATING TO FCOT

	1Q FY2020 S\$'000	FY2019 S\$'000	FY2018 S\$'000	FY2017 S\$'000
Change in fair value of investment properties	(5,891)	108,404	20,900	60,066
Change in fair value of derivative financial instruments	–	113	(62)	197
Realised gain/(loss) on derivative financial instruments	8	238	57	(935)
Total return for the period/year before income tax	12,918	159,973	148,413	135,116
Income tax expense	1,956	(11,726)	(6,695)	(23,672)
Total return for the period/year after income tax	14,874	148,247	141,718	111,444
Total return for the period/year attributable to:				
FCOT Unitholders	14,874	148,247	141,718	111,444
Earnings per FCOT Units (cents)				
Basic	1.63	16.46	16.53	13.95
Diluted	1.63	16.46	16.53	13.95

4.2 Distribution per FCOT Unit

Set out below is a summary of the distribution per FCOT Unit declared in respect of each of FY2017, FY2018, FY2019 and 1Q FY2020. This information was extracted from the annual reports of FCOT for FY2017, FY2018 and FY2019, and and the unaudited consolidated financial statements of the FCOT Group for 1Q FY2020.

	1Q FY2020	FY2019	FY2018	FY2017
Distribution per FCOT Unit (cents)	2.40	9.60	9.60	9.82

4.3 Consolidated Statement of Financial Position

The audited consolidated statement of financial position of the FCOT Group as at 30 September 2019, being the latest published audited consolidated statement of financial position of the FCOT Group prior to the Latest Practicable Date, is set out below.

The audited consolidated statement of financial position of the FCOT Group as at 30 September 2019 should be read in conjunction with the audited consolidated financial statements of the FCOT Group and the accompanying notes as set out in the annual report of FCOT for the financial year ended 30 September 2019.

APPENDIX C – GENERAL INFORMATION RELATING TO FCOT

	FCOT Group As at 30 September 2019 S\$'000
Non-current assets	
Investment properties	2,076,273
Investment in joint venture	151,219
Fixed assets	33
Deferred tax assets	307
Derivative financial instruments	4,495
	2,232,327
Current assets	
Trade and other receivables	3,222
Prepayments	2,569
Cash and cash equivalents	21,527
	27,318
Total assets	2,259,645
Non-current liabilities	
Interest-bearing borrowings	464,642
Derivative financial instruments	5,675
Security deposits	12,846
Deferred tax liabilities	78,681
	561,844
Current liabilities	
Interest-bearing borrowings	180,924
Trade and other payables	27,086
Derivative financial instruments	609
Security deposits	3,932
Provision for taxation	3,757
	216,308
Total liabilities	778,152
Net assets	1,481,493

Copies of the annual reports of FCOT for FY2017, FY2018 and FY2019 and the unaudited consolidated financial statements of the FCOT Group for 1Q FY2020 are available for inspection at the registered office of the FCOT Manager at 438 Alexandra Road, #21-00 Alexandra Point, Singapore 119958 during normal business hours from the date of this Scheme Document up to the Effective Date.

APPENDIX C – GENERAL INFORMATION RELATING TO FCOT

4.4 Material Changes in Financial Position

Save as disclosed in this Scheme Document, the unaudited consolidated financial statements of the FCOT Group for 1Q FY2020 and any other information on the FCOT Group which is publicly available (including without limitation, the announcements released by the FCOT Manager, on behalf of FCOT, on SGXNET), there have been no material changes in the financial position of FCOT since 30 September 2019, being the date of the last published audited consolidated financial statements of the FCOT Group.

4.5 Significant Accounting Policies

The significant accounting policies for the FCOT Group are set out in the notes to the audited consolidated financial statements of the FCOT Group for the financial year ended 30 September 2019 and the unaudited consolidated financial statements of the FCOT Group for 1Q FY2020. Save as disclosed in the notes to the audited consolidated financial statements of the FCOT Group for the financial year ended 30 September 2019 and the unaudited consolidated financial statements of the FCOT Group for 1Q FY2020, there are no significant accounting policies or any matter from the notes of the financial statements of the FCOT Group which are of any major relevance for the interpretation of the financial statements of the FCOT Group.

4.6 Changes in Accounting Policies

As at the Latest Practicable Date, there are no changes in the accounting policies of the FCOT Group which will cause the figures disclosed in Paragraph 4 of this Appendix C not to be comparable to a material extent.

5. DISCLOSURE OF INTERESTS

5.1 Holdings of FLT Units and FLT Convertible Securities by FCOT

As at the Latest Practicable Date, none of the FCOT Group Entities owns, controls or has agreed to acquire any FLT Units or any FLT Convertible Securities.

5.2 Interests of FCOT Directors in FLT Units and FLT Convertible Securities

As at the Latest Practicable Date, and save as disclosed below and in this Scheme Document, none of the FCOT Directors has any direct or indirect interests in the FLT Units or the FLT Convertible Securities.

Director	Direct Interest		Deemed Interest	
	No. of FLT Units	% ⁽¹⁾	No. of FLT Units	% ⁽¹⁾
Mr. Bobby Chin Yoke Choong ⁽²⁾	–	–	100,000	n.m. ⁽³⁾
Mr. Christopher Tang Kok Kai	112,700	n.m. ⁽³⁾	–	–
Mr. Chia Khong Shoong ⁽⁴⁾	–	–	220,000	0.01

Notes:

(1) All references to percentage shareholding of the issued units of FLT in this Paragraph 5.2 are based on the total issued FLT Units as at the Latest Practicable Date, being 2,258,877,908 FLT Units in issue. Percentages are rounded to the nearest two (2) decimal places.

APPENDIX C – GENERAL INFORMATION RELATING TO FCOT

(2) Mr. Bobby Chin Yoke Choong is deemed interested in the 100,000 FLT Units held by his spouse.

(3) Not meaningful.

(4) Mr. Chia Khong Shoong holds the 220,000 FLT Units through a nominee account.

5.3 Interest of FCOT Manager in FLT Units and FLT Convertible Securities

As at the Latest Practicable Date, the FCOT Manager does not own or control and has not agreed to acquire any FLT Units or any FLT Convertible Securities.

5.4 Interests of FCOT Directors in FCOT Units

As at the Latest Practicable Date, based on the Register of Directors' Unitholdings maintained by the FCOT Manager, the interests in FCOT Units held by the FCOT Directors are set out below.

Directors	Direct Interest		Deemed Interest	
	No. of FCOT Units	% ⁽¹⁾	No. of FCOT Units	% ⁽¹⁾
Mr. Bobby Chin Yoke Choong	110,367	0.01	–	–
Mr. Christopher Tang Kok Kai	–	–	200,000	0.02
Mr. Low Chee Wah	–	–	60,000	0.01
Ms. Soh Onn Cheng Margaret Jane	–	–	15,000	n.m. ⁽²⁾

Notes:

(1) All references to percentage shareholding of the issued units of FCOT in this Paragraph 5.4 are based on the total issued FCOT Units as at the Latest Practicable Date, being 916,622,020 FCOT Units in issue. Percentages are rounded to the nearest two (2) decimal places.

(2) Not meaningful.

5.5 Interests of Substantial Unitholders in FCOT Units

As at the Latest Practicable Date, based on the Register of Substantial Unitholders maintained by FCOT, the interests of the substantial unitholders of FCOT in the FCOT Units are set out below.

Substantial Unitholders	Direct Interest		Deemed Interest	
	No. of FCOT Units	% ⁽¹⁾	No. of FCOT Units	% ⁽¹⁾
Frasers Commercial Asset Management Ltd.	113,793,010	12.42	863,924 ⁽²⁾	0.09
Frasers Property Commercial Trust Holdings Pte. Ltd.	123,621,055	13.49	–	–
Frasers Property Limited ⁽³⁾	–	–	238,277,989	26.00

APPENDIX C – GENERAL INFORMATION RELATING TO FCOT

Substantial Unitholders	Direct Interest		Deemed Interest	
	No. of FCOT Units	% ⁽¹⁾	No. of FCOT Units	% ⁽¹⁾
Thai Beverage Public Company Limited ⁽⁴⁾	–	–	238,277,989	26.00
International Beverage Holdings Limited ⁽⁵⁾	–	–	238,277,989	26.00
InterBev Investment Limited ⁽⁶⁾	–	–	238,277,989	26.00
Siriwana Company Limited ⁽⁷⁾	–	–	238,277,989	26.00
Maxtop Management Corp. ⁽⁸⁾	–	–	238,277,989	26.00
Risen Mark Enterprise Ltd. ⁽⁹⁾	–	–	238,277,989	26.00
Golden Capital (Singapore) Limited ⁽¹⁰⁾	–	–	238,277,989	26.00
MM Group Limited ⁽¹¹⁾	–	–	238,277,989	26.00
TCC Assets Limited ⁽¹²⁾	–	–	238,277,989	26.00
Charoen Sirivadhanabhakdi ⁽¹³⁾	–	–	238,277,989	26.00
Khunying Wanna Sirivadhanabhakdi ⁽¹⁴⁾	–	–	238,277,989	26.00

(1) All references to percentage shareholding of the issued units of FCOT in this Paragraph 5.5 are based on the total issued FCOT Units as at the Latest Practicable Date, being 916,622,020 FCOT Units in issue. Percentages are rounded to the nearest two (2) decimal places.

(2) The FCOT Manager is deemed to be interested in the 863,924 units in FCOT which are held directly by its wholly-owned subsidiary, Frasers Centrepoint Property Management (Commercial) Pte. Ltd. ("**FCPMC**").

(3) Frasers Property Limited ("**FPL**") holds a 100% direct interest in each of the FCOT Manager and Frasers Property Commercial Trust Holdings Pte. Ltd. ("**FPCTH**"). The FCOT Manager and FPCTH hold units in FCOT and the FCOT Manager is deemed interested in the units in FCOT held by FCPMC. FPL therefore has a deemed interest in the units in FCOT in which each of the FCOT Manager and FPCTH has an interest, by virtue of Section 4 of the SFA.

(4) Thai Beverage Public Company Limited ("**ThaiBev**") holds a 100% interest in International Beverage Holdings Limited ("**IBHL**");

- IBHL holds a 100% direct interest in InterBev Investment Limited ("**IBIL**");
- IBIL holds a greater than 20% interest in FPL;
- FPL holds a 100% direct interest in each of the FCOT Manager and FPCTH;
- The FCOT Manager holds a 100% direct interest in FCPMC; and
- The FCOT Manager, FPCTH and FCPMC hold units in FCOT.

ThaiBev therefore has a deemed interest in the units in FCOT in which FPL has an interest, by virtue of Section 4 of the SFA.

(5) IBHL holds a 100% direct interest in IBIL;

- IBIL holds a greater than 20% interest in FPL;
- FPL holds a 100% direct interest in each of the FCOT Manager and FPCTH;
- The FCOT Manager holds a 100% direct interest in FCPMC; and
- The FCOT Manager, FPCTH and FCPMC hold units in FCOT.

IBHL therefore has a deemed interest in the units in FCOT in which FPL has an interest, by virtue of Section 4 of the SFA.

APPENDIX C – GENERAL INFORMATION RELATING TO FCOT

- (6) IBIL holds a greater than 20% interest in FPL;
- FPL holds a 100% direct interest in each of the FCOT Manager and FPCTH;
 - The FCOT Manager holds a 100% direct interest in FCPMC; and
 - The FCOT Manager, FPCTH and FCPMC hold units in FCOT.

IBIL therefore has a deemed interest in the units in FCOT in which FPL has an interest, by virtue of Section 4 of the SFA.

- (7) Sirlwana Company Limited ("SCL") holds a greater than 20% interest in ThaiBev;
- ThaiBev holds a 100% direct interest in IBHL;
 - IBHL holds a 100% direct interest in IBIL;
 - IBIL holds a greater than 20% interest in FPL;
 - FPL holds a 100% direct interest in each of the FCOT Manager and FPCTH;
 - The FCOT Manager holds a 100% direct interest in FCPMC; and
 - The FCOT Manager, FPCTH and FCPMC hold units in FCOT.

SCL therefore has a deemed interest in the units in FCOT in which FPL has an interest, by virtue of Section 4 of the SFA.

- (8) Maxtop Management Corp. ("MMC") together with Risen Mark Enterprise Ltd. ("RM") and Golden Capital (Singapore) Limited ("GC") collectively holds a greater than 20% interest in ThaiBev;
- ThaiBev holds a 100% direct interest in IBHL;
 - IBHL holds a 100% direct interest in IBIL;
 - IBIL holds a greater than 20% interest in FPL;
 - FPL holds a 100% direct interest in each of the FCOT Manager and FPCTH;
 - The FCOT Manager holds a 100% direct interest in FCPMC; and
 - The FCOT Manager, FPCTH and FCPMC hold units in FCOT.

MMC therefore has a deemed interest in the units in FCOT in which FPL has an interest, by virtue of Section 4 of the SFA.

- (9) RM together with MMC and GC collectively holds a greater than 20% interest in ThaiBev;
- ThaiBev holds a 100% direct interest in IBHL;
 - IBHL holds a 100% direct interest in IBIL;
 - IBIL holds a greater than 20% interest in FPL;
 - FPL holds a 100% direct interest in each of the FCOT Manager and FPCTH;
 - The FCOT Manager holds a 100% direct interest in FCPMC; and
 - The FCOT Manager, FPCTH and FCPMC hold units in FCOT.

RM therefore has a deemed interest in the units in FCOT in which FPL has an interest, by virtue of Section 4 of the SFA.

- (10) GC together with MMC and RM collectively holds a greater than 20% interest in ThaiBev;
- ThaiBev holds a 100% direct interest in IBHL;
 - IBHL holds a 100% direct interest in IBIL;
 - IBIL holds a greater than 20% interest in FPL;
 - FPL holds a 100% direct interest in each of the FCOT Manager and FPCTH;

APPENDIX C – GENERAL INFORMATION RELATING TO FCOT

- The FCOT Manager holds a 100% direct interest in FCPMC; and
- The FCOT Manager, FPCTH and FCPMC hold units in FCOT.

GC therefore has a deemed interest in the units in FCOT in which FPL has an interest, by virtue of Section 4 of the SFA.

- (11) MM Group Limited (“**MM**”) holds a 100% direct interest in each of MMC, RM and GC;
- MMC, RM and GC collectively holds a greater than 20% interest in ThaiBev;
 - ThaiBev holds a 100% direct interest in IBHL;
 - IBHL holds a 100% direct interest in IBIL;
 - IBIL holds a greater than 20% interest in FPL;
 - FPL holds a 100% direct interest in each of the FCOT Manager and FPCTH;
 - The FCOT Manager holds a 100% direct interest in FCPMC; and
 - The FCOT Manager, FPCTH and FCPMC hold units in FCOT.

MM therefore has a deemed interest in the units in FCOT in which FPL has an interest, by virtue of Section 4 of the SFA.

- (12) TCC Assets Limited (“**TCCA**”) holds a majority interest in FPL;
- FPL holds a 100% direct interest in each of the FCOT Manager and FPCTH;
 - The FCOT Manager holds a 100% direct interest in FCPMC; and
 - The FCOT Manager, FPCTH and FCPMC hold units in FCOT.

TCCA therefore has a deemed interest in the units in FCOT in which FPL has an interest, by virtue of Section 4 of the SFA.

- (13) Charoen Sirivadhanabhakdi and his spouse, Khunying Wanna Sirivadhanabhakdi, each owns 50% of the issued and paid-up share capital of TCCA;
- TCCA holds a majority interest in FPL;
 - FPL holds a 100% direct interest in each of the FCOT Manager and FPCTH;
 - The FCOT Manager holds a 100% direct interest in FCPMC; and
 - The FCOT Manager, FPCTH and FCPMC hold units in FCOT.

Charoen Sirivadhanabhakdi therefore has a deemed interest in the units in FCOT in which FPL has an interest, by virtue of Section 4 of the SFA.

- (14) Khunying Wanna Sirivadhanabhakdi and her spouse, Charoen Sirivadhanabhakdi, each owns 50% of the issued and paid-up share capital of TCCA;
- TCCA holds a majority interest in FPL;
 - FPL holds a 100% direct interest in each of the FCOT Manager and FPCTH;
 - The FCOT Manager holds a 100% direct interest in FCPMC; and
 - The FCOT Manager, FPCTH and FCPMC hold units in FCOT.

Khunying Wanna Sirivadhanabhakdi therefore has a deemed interest in the units in FCOT in which FPL has an interest, by virtue of Section 4 of the SFA.

APPENDIX C – GENERAL INFORMATION RELATING TO FCOT

5.6 Interests of FCOT Manager in FCOT Units

As at the Latest Practicable Date, the interests in FCOT Units held by the FCOT Manager are set out below.

Direct Interest		Deemed Interest	
No. of FCOT Units	%⁽¹⁾	No. of FCOT Units	%⁽¹⁾
113,793,010	12.42	863,924 ⁽²⁾	0.09

Notes:

- (1) All references to percentage shareholding of the issued units of FCOT in this Paragraph 5.6 are based on the total issued FCOT Units as at the Latest Practicable Date, being 916,622,020 FCOT Units in issue. Percentages are rounded to the nearest two (2) decimal places.
- (2) The FCOT Manager is deemed to be interested in the 863,924 units in FCOT which are held directly by its wholly-owned subsidiary, FCPMC.

6. DEALINGS DISCLOSURE

6.1 Dealings in FLT Units and FLT Convertible Securities by the FCOT Group

None of the FCOT Group Entities has dealt for value in the FLT Units or the FLT Convertible Securities during the period commencing three (3) months prior to the Joint Announcement Date and ending on the Latest Practicable Date.

6.2 Dealings in FLT Units and FLT Convertible Securities by the FCOT Directors

None of the FCOT Directors has dealt for value in the FLT Units or the FLT Convertible Securities during the period commencing three (3) months prior to the Joint Announcement Date and ending on the Latest Practicable Date.

6.3 Dealings in FCOT Units by the FCOT Directors

None of the FCOT Directors has dealt for value in any FCOT Units during the period commencing three (3) months prior to the Joint Announcement Date and ending on the Latest Practicable Date.

6.4 Dealings in FLT Units and FLT Convertible Securities by the FCOT Manager

The FCOT Manager has not dealt for value in the FLT Units or the FLT Convertible Securities during the period commencing three (3) months prior to the Joint Announcement Date and ending on the Latest Practicable Date.

6.5 Dealings in FCOT Units by the FCOT Manager

Save as disclosed below, the FCOT Manager has not dealt for value in any FCOT Units during the period commencing three (3) months prior to the Joint Announcement Date and ending on the Latest Practicable Date:

- (a) on 25 October 2019, 3,479,511 FCOT Units were issued as payment of the management fees payable by FCOT to the FCOT Manager under the FCOT Trust Deed;

APPENDIX C – GENERAL INFORMATION RELATING TO FCOT

- (b) on 20 December 2019, 244,800 FCOT Units were transferred by the FCOT Manager pursuant to the vesting of awards granted under FCOT's Restricted Unit Plan, as approved by the board of the FCOT Manager and adopted on 8 December 2017; and
- (c) on 22 January 2020, 1,725,887 FCOT Units were issued as payment of the management fees payable by FCOT to the FCOT Manager under the FCOT Trust Deed.

7. INTERESTS OF THE FCOT IFA

7.1 Interests of the FCOT IFA in FLT Units and FLT Convertible Securities

As at the Latest Practicable Date, none of the FCOT IFA, its related corporations or funds whose investments are managed by the FCOT IFA or its related corporations on a discretionary basis, owns or controls any FLT Units or FLT Convertible Securities.

7.2 Dealings in FLT Units and FLT Convertible Securities by the FCOT IFA

None of the FCOT IFA, its related corporations or funds whose investments are managed by the FCOT IFA or its related corporations on a discretionary basis has dealt for value in the FLT Units or FLT Convertible Securities during the period commencing three (3) months prior to the Joint Announcement Date and ending on the Latest Practicable Date.

7.3 Interests of the FCOT IFA in FCOT Units

As at the Latest Practicable Date, none of the FCOT IFA, its related corporations or funds whose investments are managed by the FCOT IFA or its related corporations on a discretionary basis, owns or controls any FCOT Units.

7.4 Dealings in FCOT Units

None of the FCOT IFA, its related corporations or funds whose investments are managed by the FCOT IFA or its related corporations on a discretionary basis has dealt for value in the FCOT Units during the period commencing three (3) months prior to the Joint Announcement Date and ending on the Latest Practicable Date.

APPENDIX C – GENERAL INFORMATION RELATING TO FCOT

8. ARRANGEMENTS AFFECTING FCOT DIRECTORS

8.1 No Payment or Benefit to FCOT Directors

As at the Latest Practicable Date, and save as disclosed in this Scheme Document, there is no agreement, arrangement or understanding for any payment or other benefit to be made or given to any FCOT Director or to any director of any other corporation which, by virtue of Section 6 of the Companies Act, is deemed to be related to the FCOT Manager as compensation for loss of office or otherwise in connection with the Trust Scheme.

8.2 No Agreement Conditional upon Outcome of the Trust Scheme

As at the Latest Practicable Date, and save as disclosed in this Scheme Document, there is no agreement, arrangement or understanding made between any of the FCOT Directors and any other person in connection with or conditional upon the outcome of the Trust Scheme.

8.3 No Material Personal Interest in Material Contracts

As at the Latest Practicable Date, and save as disclosed in this Scheme Document, there are no material contracts entered into by the FLT Manager and FLT Trustee in which any FCOT Director has a material personal interest, whether direct or indirect.

9. MATERIAL LITIGATION

As at the Latest Practicable Date:

- (a) none of the FCOT Group Entities is engaged in any material litigation or arbitration proceedings, as plaintiff or defendant, which might materially or adversely affect the financial position of the FCOT Group taken as a whole; and
- (b) the FCOT Directors are not aware of any proceedings pending or threatened against any of the FCOT Group Entities or of any facts likely to give rise to any proceedings which might materially or adversely affect the financial position of the FCOT Group taken as a whole.

10. GENERAL DISCLOSURE

10.1 Financial Statements for FY2019 and 1Q FY2020

The audited consolidated financial statements of the FCOT Group for FY2019 is set out in the annual report of FCOT for FY2019, which is available for inspection at the registered office of the FCOT Manager at 438 Alexandra Road, #21-00 Alexandra Point, Singapore 119958 during normal business hours from the date of this Scheme Document up to the Effective Date. The unaudited consolidated financial statements of the FCOT Group for 1Q FY2020 are set out in Appendix F to this Scheme Document.

APPENDIX C – GENERAL INFORMATION RELATING TO FCOT

10.2 FCOT Directors' Service Contracts

As at the Latest Practicable Date:

- (a) there are no service contracts between any of the FCOT Directors or proposed directors with any FCOT Group Entity which have more than 12 months to run and which are not terminable by the employing company within the next 12 months without paying any compensation; and
- (b) there are no such contracts entered into or amended during the period commencing six (6) months prior to the Joint Announcement Date and ending on the Latest Practicable Date.

10.3 Material Contracts with Interested Persons

As at the Latest Practicable Date, save as disclosed in the audited consolidated financial statements of the FCOT Group for FY2017, FY2018 and FY2019 and the unaudited consolidated financial statements of the FCOT Group for 1Q FY2020, the annual reports of FCOT for FY2017, FY2018 and FY2019, and any other information on the FCOT Group which is publicly available (including without limitation, the announcements released by the FCOT Manager on SGXNET) as to material contracts with interested persons (within the meaning of Note 1 to Rule 23.12 of the Code) which are not in the ordinary course of business, none of the FCOT Group Entities has entered into any material contracts with interested persons (other than those entered into in the ordinary course of business) during the period beginning three (3) years before the Joint Announcement Date and ending on the Latest Practicable Date.

10.4 Costs and Expenses

In the event that the Trust Scheme does not become effective and binding for any reason, the expenses and costs incurred by the FCOT Manager in connection with the Trust Scheme will be paid out of the assets of FCOT.

11. DOCUMENTS AVAILABLE FOR INSPECTION

Copies of the following documents are available for inspection at the registered office of the FCOT Manager at 438 Alexandra Road, #21-00 Alexandra Point, Singapore 119958 during normal business hours from the date of this Scheme Document up to the Effective Date:

- (a) the FCOT Trust Deed;
- (b) the annual reports of FCOT for FY2017, FY2018 and FY2019;
- (c) the unaudited consolidated financial statements of the FCOT Group for 1Q FY2020, including the review report from the FCOT Auditors on the unaudited consolidated financial statements of the FCOT Group for 1Q FY2020 and the review report from the FCOT IFA on the unaudited consolidated financial statements of the FCOT Group for 1Q FY2020;
- (d) the FCOT Independent Audit Opinion;
- (e) the FCOT IFA Letter;
- (f) the Implementation Agreement; and
- (g) the letters of consent referred to in Paragraph 18 of the Letter to FCOT Unitholders.

This page has been intentionally left blank.

APPENDIX D – FCOT TRUST DEED AMENDMENTS

1. To insert the following provision as Clause 25A in the FCOT Trust Deed immediately after Clause 25 of the FCOT Trust Deed:

“25A Trust Scheme

25A.1 Definitions

For the purposes of Clause 25A:

“**Court**” means the High Court of the Republic of Singapore, or where applicable on appeal, the Court of Appeal of the Republic of Singapore;

“**Offeror**” means any corporation or body unincorporate (whether incorporated or carrying on business in Singapore or not) or real estate investment trust or business trust (whether registered 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) or any other entity proposing to acquire all the Units by way of a Trust Scheme;

“**Scheme Meeting**” means the general meeting(s) (or any adjourned meeting(s)) 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, comprising:

- (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 this deed to facilitate the implementation of the Trust Scheme; and/or
- (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 an arrangement under which an Offeror acquires all of the Units, which is subject to the Scheme Resolutions being approved at a Scheme Meeting and by an order of the Court.

25A.2 Implementation of Trust Scheme

25A.2.1 Each Holder, the Trustee and the Manager shall do all things and execute all deeds, instruments, transfers or other documents as the Trustee and/or the Manager consider are necessary or desirable to execute, implement and/or to give full effect to the terms of the Trust Scheme and the transactions contemplated by it and any other matters reasonably incidental thereto.

25A.2.2 Notwithstanding anything in this Deed, a Holder entitled to attend and vote at the Scheme Meeting is, unless the Court orders otherwise, entitled to appoint only 1 proxy to attend and vote at the Scheme Meeting.

APPENDIX D – FCOT TRUST DEED AMENDMENTS

- 25A.2.3 Without limiting the Trustee's and the Manager's other powers under this Clause 25A, each of the Trustee and/or the Manager shall have the power to do all things which it considers necessary, desirable or reasonably incidental to execute, implement and/or to give effect to the Trust Scheme and the transactions contemplated by it and any other matters reasonably incidental thereto.
- 25A.2.4 A Trust Scheme, in respect of which Scheme Resolutions have been approved at a Scheme Meeting and which is approved by an order of the Court, coming into effect on its effective date in accordance with its terms, shall be binding on the Trustee and the 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 this Deed."
2. To amend paragraph 23 of Schedule 1 of the FCOT Trust Deed by deleting the struck-through text and adding the underlined text below:

"23 Appointment of Proxies by Relevant Intermediary

~~Notwithstanding anything in this Deed, where~~ Where a Holder is a Relevant Intermediary, the Holder may appoint more than two proxies to exercise all or any of its rights to attend, speak and vote at every meeting, provided that each proxy must be appointed to exercise the rights attached to a different Unit or Units held by it (which number of Units and Class shall be specified)."

APPENDIX E – EXTRACTS FROM THE FCOT TRUST DEED

All capitalised terms used in the following extracts shall have the same meanings given to them in the FCOT Trust Deed, a copy of which is available for inspection during normal business hours at the registered office of the FCOT Manager from the date of this Scheme Document up until the Effective Date.

The rights of the FCOT Unitholders in respect of capital, distribution and voting as extracted and reproduced from the FCOT Trust Deed are set out below:

THE RIGHTS OF FCOT UNITHOLDERS IN RESPECT OF CAPITAL

3. Interest of Holders

3.1 Division into Units

The entirety of the rights conferred by this deed on Holders is divided into Units.

3.2 Limitation on Holders' rights

(a) Subject to this deed:

- (1) a Holder has no equitable or proprietary interest in the Assets and is not entitled to the transfer to it of any Asset or of any estate or interest in any Asset;
- (2) the right of a Holder in the Assets and under this deed is limited to the right to require the due administration of the Trust in accordance with this deed including, without limitation, by suit against the Trustee or the Manager; and
- (3) without limiting the generality of the foregoing, each Holder acknowledges and agrees that:
 - (A) it will not commence or pursue any action against the Trustee or the Manager seeking an order for specific performance or for injunctive relief in respect of any Asset and hereby waives any rights it may otherwise have to such relief;
 - (B) if the Trustee or the Manager breaches or threatens to breach its duties or obligations to a Holder under this deed, that Holder's recourse against the Trustee or the Manager is limited to a right to recover damages or compensation from the Trustee or the Manager in a court of competent jurisdiction; and
 - (C) damages or compensation is an adequate remedy for such breach or threatened breach.

(b) A Holder may not:

- (1) interfere or seek to interfere with or question the rights, powers, authority or discretion of the Manager or the Trustee;
- (2) exercise any right in respect of any Asset or lodge any caveat or other notice affecting any Asset;

APPENDIX E – EXTRACTS FROM THE FCOT TRUST DEED

- (3) require that any Asset be transferred to a Holder; or
- (4) give any directions to the Manager or the Trustee if it would require the Trustee or Manager to do or omit doing anything which may result in:
 - (A) if the Trust is Listed, the Trust ceasing to comply with the Listing Rules or the Property Funds Appendix;
 - (B) the exercise of any discretion expressly conferred on the Trustee or the Manager by this deed or the determination of any matter which under this deed requires the agreement of either or both of the Trustee and the Manager;
 - (C) the amendment of clauses 3.2, 7.6(c), or 27.3(b) or any other amendment to this deed which allows an Asset to be transferred or distributed to a Holder;
 - (D) the Manager or Trustee acting inconsistently with clauses 3.2(b)(3), 7.6(c) or 27.3(b); or
 - (E) the Manager or the Trustee being required to do anything which is inconsistent with their duties at law or under this deed.

3.3 Benefits and obligations of Holders

- (a) Except where expressly provided in this deed to the contrary, all benefits and obligations contained in this deed apply for the benefit of and bind each Unitholder to the extent provided in this deed.
- (b) Except where expressly provided in this deed to the contrary, all obligations contained in this deed bind each Optionholder to the extent provided in this deed.
- (c) The benefits contained in this deed only apply for the benefit of Optionholders where expressly provided in this deed.
- (d) Where the interests of Optionholders and Unitholders conflict, the Manager and the Trustee must prefer the interests of Unitholders.

3.4 No further liability

- (a) This clause 3.4 is subject to:
 - (1) any separate agreement between a Holder and the Trustee or the Manager,
 - (2) clauses 1.4 and 1.5, and
 - (3) any Instalments on Partly Paid Units payable under clauses 3.10 to 3.18.
- (b) The liability of each Holder in its capacity as such is limited to the Holder's investment in the Trust.

APPENDIX E – EXTRACTS FROM THE FCOT TRUST DEED

- (c) A Holder is not required to indemnify the Trustee or the Manager or a creditor of either or both of them against any liability of the Trustee or the Manager in respect of the Trust.
- (d) The recourse of each of the Trustee and the Manager and any creditor of either or both of them is limited to the Assets.
- (e) Nothing in or under this deed make either the Trustee or the Manager agent of a Holder nor does it create any relationship other than that of beneficiary and manger or beneficiary and trustee.

3.5 Sub-division and Consolidation of Units

- (a) Subject to clause 3.5(b), the Manager may at any time determine that Units and Options be sub-divided or consolidated.
- (b) However, the Manager must first:
 - (1) obtain the prior approval of the Trustee; and
 - (2) give prior written notice (in a form approved by the Trustee) to each Holder of its intention to sub-divide or consolidate at least 1 month before the sub-division or consolidation is to occur.
- (c) A determination made pursuant to clauses 3.5(a) and (b) binds the Holders.
- (d) The Register must be altered to reflect the new number of Units and Options held by each Holder as a result of a sub-division or consolidation.

3.6 Classes of Units and other Securities

- (a) The Manager may at any time issue Units and other securities in one or more classes. The Manager must notify the Trustee of the creation of any class of Units and other securities.
- (b) The Manager may, at the request of a Holder, convert a Holder's Units from one class to another class or reclassify Units from one class to another provided that the conversion is either:
 - (1) not in the opinion of the Trustee prejudicial to the interests of other Holders; or
 - (2) approved by an Ordinary Resolution of each Class of Holder prejudiced.
- (c) The Manager must enter on the Register the Class or Terms of Issue of Units held by a Holder.

APPENDIX E – EXTRACTS FROM THE FCOT TRUST DEED

3.7 Terms of Deed Bind Holders

- (a) The terms of this deed bind each Holder and all persons claiming through them as if they had been party to this deed.
- (b) A copy of this deed and of any supplemental deed must be:
 - (1) made available for inspection at the respective registered offices of the Trustee and the Manager at all times during usual Business Hours; and
 - (2) be supplied by the Manager to any person on application at a charge not exceeding S\$10 per copy document.

3.8 Units to be Held Free from Equities

- (a) A Holder shall be the only person to be recognised by the Trustee and the Manager as having any right, title or interest in or to the Units or Options held by him.
- (b) The Manager may recognise the relevant Holder as absolute owner of the Units or Options and will not be bound by any notice to the contrary nor, subject to this deed and any law to which the Trust is subject, be bound to take notice of any trust or equity or other interest affecting the title to any Units or Options.
- (c) Subject to this deed, no notice of any trust shall be entered on the Register or the Depository Register.

3.9 Joint Holders

Where Joint Holders are registered as Unitholders or Optionholders they are, for the purposes of the administration of the Trust and not otherwise, deemed to hold the relevant Unit or Option as joint tenants, on the following conditions:

- (a) except when otherwise required by the Listing Rules or any other Law, the Manager is not bound to register more than 3 persons as the Joint Holders of the Unit or Option;
- (b) the Joint Holders are jointly and severally liable in respect of all payments, including payment of Tax, which ought to be made in respect of the Unit or Option;
- (c) on the death of a Joint Holder, the survivor or survivors are the only person or persons whom the Trustee and the Manager will recognise as having any title to the Unit or Option, but the Manager or the Trustee may require any evidence of death which it thinks fit;
- (d) any one of the Joint Holders may give an effective receipt which will discharge the Trustee or the Manager in respect of any payment or distribution in respect of the Unit or Option;
- (e) the Joint Holders of a Unit are counted as a single Holder of the Unit for the purposes of calculating the number of Holders or requisitionists who have requisitioned for a Meeting; and

APPENDIX E – EXTRACTS FROM THE FCOT TRUST DEED

- (f) only the person whose name appears first in the Register as one of the Joint Holders is entitled to delivery of any notices, cheques or communications from the Trustee or the Manager, and any notice, cheque or communication given to that person is deemed to be given to all the Joint Holders.

3.10 Issue of Partly Paid Units

- (a) Without limiting the generality of clause 1.5, this clause 3.10 is subject to clause 1.5.
- (b) The Manager may offer any Units which are offered for subscription as Partly Paid Units, the Issue Price of which is payable on issue and by instalments.
- (c) The Manager must set out the Terms of Issue of the Partly Paid Units in the document offering those Units for subscription, which must include the amount and time for payment of the Instalments.
- (d) The whole of the unpaid Issue Price of each Partly Paid Unit is payable immediately upon termination of the Trust.
- (e) A Holder of a Partly Paid Unit must pay the Instalments of the Issue Price in accordance with the Terms of Issue and in accordance with this deed.
- (f) A Holder of a Partly Paid Unit will be entitled to vote as a Unitholder at a Meeting unless the Holder has failed to pay an Instalment on the relevant due date pursuant to clause 3.11(a).

3.11 Failure to pay Instalment on Partly Paid Unit

- (a) The Manager must serve each Holder of a Partly Paid Unit with a notice not later than 30 Business Days (or 4 Business Days in the case of new Holders and Holders whose holdings have changed since the first notices were sent) prior to the due date for payment of an Instalment. The notice must specify the time and place for payment and the amount of the Instalment. The omission to give such notice by the Manager or the non-receipt of such notice by the Holder of a Partly Paid Unit does not in any way whatsoever affect the obligation of the Holder to pay the Instalment.
- (b) If a Unitholder does not pay an Instalment on the due date, the Unitholder must pay:
 - (1) so much of the Instalment as is unpaid;
 - (2) interest, which accrues daily and may be capitalised monthly or at such other intervals as the Manager determines, on so much of the Instalment as if unpaid from time to time, from the date when the Instalment falls due to the date of actual payment:
 - (A) if the Manager has fixed a rate, at the rate so fixed; or
 - (B) in any other case, at the rate prescribed under the Rules of Court of Singapore; and
 - (3) any costs, expenses or damages incurred by the Trust in relation to the non-payment or late payment of the Instalment.

APPENDIX E – EXTRACTS FROM THE FCOT TRUST DEED

3.12 Forfeiture of Units

- (a) If a Unitholder fails to pay the whole of an Instalment when it falls due, the Manager may serve a notice on that Unitholder:
 - (1) requiring payment of the amount payable under clause 3.11(b);
 - (2) naming a further day (at least 14 days after the date of service of the notice) by which, and a place at which, the amount payable under clause 3.11(b) is to be paid; and
 - (3) stating that, in the event of non-payment of the whole of the amount payable under clause 3.11(b) by the time and at the place named, the Unit in respect of which the Instalment was due will be liable to be forfeited.
- (b) A Partly Paid Unit is forfeited and the Manager may offer that Partly Paid Unit for sale if payment in full is not received by the due date specified in the notice issued under clause 3.12(a).
- (c) A forfeiture under clause 3.12(b) will include all distributions, interest and other money payable in respect of the Forfeited Unit and not actually paid before the forfeiture.
- (d) Where a Unit has been forfeited:
 - (1) notice of the forfeiture must be given to the Unitholder who owned the Forfeited Unit immediately before the forfeiture; and
 - (2) an entry of the forfeiture, with the date, must be made in the Register and the Depository Register, as may be relevant.
- (e) Failure to give the notice or to make the entry required under clause 3.12(d) does not invalidate the forfeiture.

3.13 Sale of Forfeited Unit

- (a) The Manager may offer a Forfeited Unit for sale or otherwise dispose of it.
- (b) Subject to clause 3.13(c), if the Manager sells the Forfeited Unit and the Trust is Listed, it must sell it by public auction in a manner determined by the Manager.
- (c) The Manager must ensure that the sale of the Forfeited Unit is in accordance with sections 31 and 34 of the Fourth Schedule (Table A) of the Companies Act as if the Forfeited Unit was a share, the Trust was a company and the Manager was the directors of the company.
- (d) The Manager is not liable to the Unitholder for any loss suffered by the Unitholder as a result of the sale.
- (e) A person whose Units have been forfeited ceases to be the Holder of those Units on the date referred to in Clause 3.12(b), but remains liable to pay, and must

APPENDIX E – EXTRACTS FROM THE FCOT TRUST DEED

immediately pay, to the Manager all Instalments, interest, costs, expenses and damages owing in respect of the Units at the time of the forfeiture.

- (f) Where permitted by the Listing Rules (while the Trust is Listed) the Manager may:
- (1) exempt a Unit from all or any part of this clause 3.13;
 - (2) waive or compromise all or any part of any payment due to the Trustee (as trustee of the Trust); and
 - (3) before a Forfeited Unit has been sold, reissued or otherwise disposed of, annul the forfeiture upon such conditions as it thinks fit.

3.14 Income and Capital of a Forfeited Unit

Distributions of income and capital:

- (a) to which the Holder of a Forfeited Unit is entitled; and
- (b) which have not been paid to the Unitholder prior to forfeiture,

must be applied in accordance with clause 3.18 as if they formed part of the proceeds of sale of the Forfeited Unit.

3.15 Notice of Sale of Forfeited Unit

At least 14 days but no more than 21 days before the date appointed for sale under clause 3.13, the Manager must give notice of the sale of a Forfeited Unit by placing an advertisement in a daily newspaper circulating generally throughout Singapore.

3.16 Cancellation of Forfeiture

The Manager must cancel the forfeiture of a Partly Paid Unit if forfeited under clause 3.12(b) before a sale if the Holder of the Forfeited Unit pays the Manager the amount payable pursuant to clause 3.11(b) and any other amount payable in respect of the forfeiture.

3.17 Consequences of Sale and Continuing Liability

- (a) Despite completion of the sale of a Forfeited Unit, the Unitholder remains liable to the Manager for the total amount payable pursuant to clause 3.11(b).
- (b) The Unitholder's liability under this clause ceases as soon as the Manager receives:
 - (1) payment in full of the amount payable pursuant to clause 3.11(b) (excluding any amount paid by an underwriter pursuant to an underwriting agreement entered into under clause 4.14);
 - (2) the Costs associated with the forfeiture; and
 - (3) the Costs of all proceedings instituted against the Unitholder to recover the amount due.

APPENDIX E – EXTRACTS FROM THE FCOT TRUST DEED

- (c) A statement signed by a director or secretary of the Manager setting out:
 - (1) that a Partly Paid Unit has been forfeited; and
 - (2) the date of forfeiture,is conclusive evidence against any person claiming entitlement to the Forfeited Unit.
- (d) On completion of the sale the Manager must apply the consideration paid for a Forfeited Unit in accordance with clause 3.18.
- (e) If the Manager executes a transfer of a Forfeited Unit, the Manager must register the transferee as the Holder of the Forfeited Unit.
- (f) The transferee of the Forfeited Unit is not required to verify the application of the purchase money.
- (g) The title to a Forfeited Unit is not affected by an irregularity or invalidity in the proceedings relating to the sale or disposal of a Forfeited Unit.
- (h) The Manager is authorised to and must execute a transfer of a Forfeited Unit to the purchaser thereof.

3.18 Proceeds of Sale of Forfeited Unit

- (a) If a Forfeited Unit is sold or otherwise disposed of under clause 3.13, the Manager must apply the proceeds of the sale in the following order and manner:
 - (1) by paying any Costs incurred by the Manager in relation to the sale or disposal of the Forfeited Unit including, but not limited to, commission, stamp duty, transaction duty, transfer fees and advertising and postage charges;
 - (2) by paying any Costs incurred by the Manager in relation to the forfeiture or any proceedings brought against the Holder of the Forfeited Unit;
 - (3) by holding as an asset of the Fund, the interest accrued in respect of the outstanding Instalments calculated under clause 3.11(b)(2);
 - (4) by holding as an asset of the Fund, the balance of all Instalments due and payable in respect of the Forfeited Unit; and
 - (5) by paying any balance (subject to any lien that exists under clause 3.19 in respect of money not presently payable) to the former Unitholder whose Units are forfeited.
- (b) If there is a sale of more than one Forfeited Unit, the Manager must pay the expenses listed in clause 3.18(a)(1) and (2) pro rata to the number of Forfeited Units being sold.

APPENDIX E – EXTRACTS FROM THE FCOT TRUST DEED

3.19 Lien for Amounts Owing

- (a) The Trustee has a first and paramount lien over Units for:
 - (1) any amounts owing to the Trustee or the Manager in respect of the Units registered in the name of a Unitholder, including any fees or unpaid Instalments which are payable to the Trustee or the Manager in respect of those Units;
 - (2) any amount payable pursuant to clause 3.11(b);
 - (3) such amounts as the Trustee or the Manager may be called upon by law to pay and has paid in respect of the Units of such Unitholders; and
 - (4) any reasonable interest and expenses incurred because the amount referred to in clause 3.19(a)(1), (2) or (3) is not paid.
- (b) The Trustee's lien extends to distributions from time to time declared in respect of such Units and to the proceeds of sale of such Units.
- (c) If the Manager, with the prior approval of the Trustee, registers any transfer of any Units upon which the Trustee has a lien, those Units are freed and discharged from the lien.
- (d) The Manager may sell any Units subject to a lien in accordance with the procedures set out in clause 3.13 where:
 - (1) an amount in respect of which a lien exists under this clause 3.19 is presently payable; and
 - (2) the Manager has, not less than 14 days before the date of the sale, given to the Holder of the Unit a notice in writing setting out, and demanding payment of, such amount in respect of which the lien exists as is presently payable.
- (e) The Manager may do all things necessary or desirable to protect any lien, charge or other right to which it may be entitled under any law or under this deed.
- (f) To the extent permitted by the Listing Rules if the Trust is Listed, the Manager, with the prior approval of the Trustee may:
 - (1) exempt a Unit from all or any part of this clause 3.19; and
 - (2) waive or compromise all or any part of any payment due to the Trustee under this clause 3.19.

4. Issue of Units, Options and other Securities

4.1 Manager's Power

Subject to this deed and without prejudice to the provisions of Schedule 4 of this deed, the Manager has the exclusive rights to effect for the account of the Trust the issue of Units, Options and other securities.

APPENDIX E – EXTRACTS FROM THE FCOT TRUST DEED

4.2 Powers Cumulative

- (a) The Manager may issue Units or Options:
 - (1) prior to the Authorisation Date, at any time at any Issue Price to any person; and
 - (2) on and from the Authorisation Date, only in accordance with clause 4 and clause 5, and subject to this deed (including without limitation clause 1.5).
- (b) No clause of this clause 4 (other than this clause 4.2) limits any other such clause.

4.3 Number of Units issued

- (a) If the Manager accepts an Application for Units in whole or in part, the number of Units issued is the number determined by the Manager by dividing the Application Moneys accepted by the Manager by the Issue Price.
- (b) If the Manager accepts an Application for Partly Paid Units in whole or in part, the number of Units issued is the number determined by the Manager by dividing the relevant Application Moneys by the amount of the Issue Price for a Unit which is to be paid on Application.
- (c) The number of Units issued on the exercise of an Option is to be determined in accordance with the Terms of Issue and Terms of Offer.

4.4 Issue of Options

The Manager may offer Options for subscription in accordance with the Terms of Offer and Terms of Issue.

4.5 Issue of Units Pursuant to Options

The Manager may issue a Unit or Units in accordance with the Terms of Offer and Terms of Issue of an Option.

4.6 Application for Units or Options

A person who wishes to subscribe for Units or Options must:

- (a) complete an Application in the form and manner determined by the Manager;
- (b) lodge the Application at the place specified by and in the manner determined by the Manager; and
- (c) include with the Application the Application Moneys in the form specified by the Manager or by the transfer of property to be vested in the Trustee.

APPENDIX E – EXTRACTS FROM THE FCOT TRUST DEED

4.7 Payments to the Trustee

- (a) All payments or transfers of property from an applicant must be in favour of or to the Trustee. If the Manager intends to accept property as Application Moneys it must obtain a current valuation (in a form approved by the Trustee and by an Approved Valuer) of the property stating its current market value and which, in the case of Real Estate and Real Estate Related Assets, complies with clause 6.
- (b) If on Application the payment received or property to be transferred to the Trustee is such that the number of Units which would otherwise be issued would be less than the Minimum Holding:
 - (1) the Manager must advise the Trustee accordingly; and
 - (2) the Trustee must hold the payment or property received on trust for the applicant unit the Manager has notified the Trustee that it has accepted or rejected the Applicant, which the Manager must do within 30 days after the receipt by it of the Application.
- (c) If an applicant is to transfer property (other than property transferable by delivery) to the Trustee, the Manager must not accept the Application unless the Manager has delivered to the Trustee an effective transfer of the title to the property in favour of the Trustee.
- (d) Unless the applicant has paid all amounts payable in respect of the transfer of property to the Trustee prior to the Manager accepting the Application, the Trustee and the Manager must deduct those amounts before the Manager determines the number of Units to be issued under Clause 4.3.
- (e) If Units or Options are issued and:
 - (1) the Manager has not received the Application Moneys in accordance with the Terms of Issue; or
 - (2) any payment for Units or Options is not cleared or property is not effectively transferred to the Trustee,

the Units or Options are void as from their date of issue or such other date as the Manager determines if the Trustee has not otherwise received payment of an amount equal to the Application Moneys for the Units or Options.
- (f) If Clause 4.7(e) applies:
 - (1) no previous valuations of the Trust shall be re-opened or invalidated as a result of the operation of Clause 4.7(e);
 - (2) the Manager shall be entitled to charge the applicant (and retain for its own account) a fee of such amount as it may determine to represent the administrative costs involved in processing the application for the Unit or Option from the applicant; and

APPENDIX E – EXTRACTS FROM THE FCOT TRUST DEED

- (3) the Manager may, but shall not be bound to, require the applicant to pay to the Manager for the account of the Trust in respect of each Unit or Option rendered void the amount (if any) by which the Issue Price of the Unit or Option exceeds the Repurchase Price which would have applied in relation to the Unit or Option if the Manager had received a request from the applicant for the repurchase or redemption of the Unit or Option.
- (g) All income in respect of the payment or property received on an application for Units or Options (which has been accepted by the Manager) prior to the issue of those Units or Options forms part of the Fund.

4.8 Allotment

- (a) A Unit or Option created is regarded as issued or granted to the person entitled to it if and when the person's name is recorded in the Register. No rights whatsoever attach to a Unit until it is issued or Option until it is granted.
- (b) No Units subscribed for pursuant to a Prospectus may be issued or allotted later than 12 months after the date of the Prospectus.
- (c) Issues of Units shall only be made on a Business Day unless the Manager with the previous consent of the Trustee otherwise prescribes.
- (d) Issues of Units for cash shall be made at a price as determined in clause 5.

4.9 Manager's Discretion on Application

The Manager may in its absolute discretion accept or refuse to accept in whole or in part any Application or subscription for Units or Options (other than on the exercise of an Option). The Manager is not required to assign any reason or ground for refusal.

4.10 Minimum Holding

The Manager shall not be bound to accept an initial application for Units if it would give rise to a holding of less than the Minimum Holding (or such other number of Units as may be determined by the Manager).

4.11 No Fractions

- (a) No fractions of a Unit shall be issued.
- (b) In issuing the number of Units as corresponds to the relevant subscription proceeds, the Manager shall in respect of each Holder's entitlement to Units round down to the nearest whole Unit and any balance arising from rounding down shall be retained as part of the Fund.

4.12 Depository

If the Trust is Listed, the Manager shall cause the Depository to effect the book entry of Units or Options issued to a Holder into the Holder's Securities Account no later than the 10th Business Day after the date on which those Units or Options are agreed to be issued by the Manager.

APPENDIX E – EXTRACTS FROM THE FCOT TRUST DEED

4.13 Options

- (a) (1) This clause 4.13 applies to all Options.
- (2) Without limiting the generality of clause 1.5, this clause 4.13 is subject to clause 1.5.
- (3) The Manager may create and issue Options on such terms and conditions as the Manager determines.
- (4) The Terms of Offer and the Terms of Issue of any Options which may be issued must be notified to each person being offered Options at the time of the offer.
- (5) A person may subscribe for an Option in accordance with the Terms of Offer. Upon creation an Option binds the Trustee and the Manager.
- (b) (1) An Option may be subscribed for by a nominee of the person entitled to subscribe for the Option unless the Terms of Offer provide otherwise.
- (2) An Option may be exercised by a nominee of the Optionholder unless the Terms of Issue provide otherwise.
- (3) On exercise of an Option, the Optionholder is entitled to subscribe for and be allotted such number of Units as the terms and conditions of the Terms Issue contemplate.
- (c) (1) An Optionholder may only exercise an Option in accordance with the Terms of Issue.
- (2) On the termination of or in writing up of the Trust, all Options lapse and, subject to any amounts specifically expressed to be payable to the Optionholder on the termination or winding up of the Trust, the liabilities of the Trustee and the Manager cease in respect of each Option.
- (d) (1) An Option does not confer on the Optionholder any interest in the Fund. Optionholders have only those rights conferred on them by this deed, their Terms of Offer and Terms of Issue and the Listing Rules (if applicable).
- (2) Optionholders are not entitled to any distribution of income or capital gains or any distribution on winding up or termination of the Trust.
- (3) Optionholders are entitled:
 - (A) to inspect any document which may be inspected by; and
 - (B) to be sent any document which is sent to,Unitolders in similar circumstances.

APPENDIX E – EXTRACTS FROM THE FCOT TRUST DEED

- (4) If Options have been issued which have not expired or been exercised or cancelled, then if a new trustee is appointed under this deed, it must execute any documents and do all things reasonably required by the outgoing trustee to ensure that it assumes the covenants and obligations of the outgoing trustee under those Options.
- (e) (1) The Manager may cancel or redeem or buy an Option or any of the rights of exercise of an Option in accordance with the Terms of Issue whereupon the Trustee must make any payment to an Optionholder required under the Terms of Issue. Options and rights may only be cancelled, redeemed or purchased under this clause 4.13(e) in proportion to the number of the relevant Options held by each Holder on a date determined by the Manager.
- (2) Options and rights redeemed or purchased under clause 4.13(e)(1) will form part of the Fund and the Manager must be recognised as the Holder and may exercise, reissue, resell and otherwise deal with them as it determines. The Manager will retain title in law to each and every Option and right so purchased in its name until the Option or right is resold or lapses and such title in law will not merge in such choses as are constituted by the grant of such Options and rights.

4.14 Underwriting of Issue

- (a) The Manager may arrange for:
 - (1) an offer for sale, subscription or issue of Units, Options or other securities;
 - (2) the payment of Instalments in respect of Partly Paid Units or other securities which are partly paid; or
 - (3) the exercise of Options;to be underwritten by an underwriter on terms determined by the Manager.
- (b) The underwriter may:
 - (1) be the Manager or a related body corporate of the Manager; and
 - (2) take up any Units, Options or other securities not subscribed for.

4.15 Statement of Dealings

- (a) The Manager must provide to the Trustee on demand:
 - (1) a statement of all issues of Units, Options and other securities and the terms on which Units, Options and other securities are issued,
 - (2) a statement of any Investments which it determines to direct to be purchased for account of the Trust,
 - (3) a statement of any Investments which it determines to direct to be sold for account of the Trust, and
 - (4) any other information which may be necessary so that the Trustee may be in a position to ascertain at any moment the Net Asset Value of the Fund.

APPENDIX E – EXTRACTS FROM THE FCOT TRUST DEED

- (b) The Trustee is entitled to require that the Manager refuse to issue a Unit if the Trustee is of the opinion that the provisions of this Clause 4 in regard to the issue of Units are being infringed;
- (c) However, nothing in this Clause 4.15 or elsewhere in this deed imposes upon the Trustee any responsibility for satisfying itself that the Manager has complied with the conditions of this Clause 4 before issuing Units.

4.16 Suspension of Issue

- (a) The Manager or the Trustee may, with the prior written approval of the other and subject to the Listing Rules (if applicable), suspend the issue of Units during any of the following events:
 - (1) any period when the SGX-ST or any other relevant Recognised Stock Exchange is closed (other than for public holidays) or during which dealings are restricted or suspended;
 - (2) the existence of any state of affairs which, in the opinion of the Manager or the Trustee, might seriously prejudice the interests of the Holders as a whole or of the Fund;
 - (3) any breakdown in the means of communication normally employed in determining the price of any Investments or the current price of Units on the SGX-ST or any other relevant Recognised Stock Exchange or when for any reason the prices of any Investments cannot be promptly and accurately ascertained;
 - (4) any period when remittance of money which will or may be involved in the realisation of Investments or in the payment for Investments cannot, in the opinion of the Manager, be carried out at normal rates of exchange;
 - (5) in relation to any Meeting, the period 72 hours before the Meeting or any adjournment thereof;
 - (6) any period where the issuance of Units is suspended pursuant to any order or direction issued by the Authority; or
 - (7) when the business operations of the Manager or the Trustee in relation to the operation of the Trust are substantially interrupted or closed as a result of, or arising from, pestilence, acts of war, terrorism, insurrection, revolution, civil unrest, riots, strikes or acts of God.
- (b) Suspension shall take effect immediately upon a declaration in writing by the Manager or the Trustee and shall terminate on the day following the first Business Day on which the condition giving rise to the suspension has ceased to exist and no other conditions under which suspension is authorised under this Clause 4.16 exist.
- (c) If the Trust is Listed, the Manager must ensure that immediate announcement of suspension is made through the SGX-ST.

APPENDIX E – EXTRACTS FROM THE FCOT TRUST DEED

4.17 Issue of Securities convertible into Units

Without prejudice to the provisions of Schedule 4 of this deed, the Manager may issue such securities or Instruments, in one or more classes, which may be convertible into Units for consideration or for no consideration on such terms of offer and issue as the Manager may determine, subject to any applicable laws, regulations and the Listing Rules.

5. Issue Price

5.1 Issue Price Prior to and on IPO

- (a) In addition to any other power the Manager has to issue Units under this deed, the Manager may issue Units or Options at any time to any person at an issue Price as follows:
- (1) Prior to the Authorisation Date, the Manager may issue Units at any time to any person at any Issue Price and on such terms and conditions as the Manager may determine in its absolute discretion.
 - (2) The issue of First Prospectus Units shall be at an Issue Price to be determined by the Manager, or within a range to be determined by the Manager on or before the Listing Date.
 - (3) However, the Manager may cede the right to make determination of the Issue Price of First Prospectus Units to any underwriter, manager or placement agent engaged in connection with the initial public offering.
 - (4) The actual Issue Price shall be determined by the Manager and/or such underwriter, manager or placement agent following a book building process or through any other price-determination method and fixed by agreement between such persons and the Manager.
 - (5) The manner of and amount payable and any applicable refund on an application for Units during the initial public offering will be stated in the First Prospectus.
- (b) Any offer of First Prospectus Units may remain open for such period as may be determined by the Manager and stated in the First Prospectus.

5.2 Discounts and Vendor Units

- (a) The Manager may issue Units at the Issue Price determined in accordance with Clause 5.1(a)(2) to the vendor of any Asset to be purchased by the Trustee in conjunction with the initial public offering of Units, or to any person nominated by that vendor, in full or partial satisfaction of the consideration or any deferred purchase consideration payable by the Trustee for the Asset.

APPENDIX E – EXTRACTS FROM THE FCOT TRUST DEED

- (b) (1) Subject to Clauses 5.5 to 5.10, the Manager may extend a discount to the Issue Price per Unit to any applicant in any offering of Units whose application to purchase a larger number of Units than others has been accepted by the Manager on such basis as the Manager may think fit.
- (2) However, the discount must be no more than such percentage of the actual Issue Price per Unit as may be determined by the Manager, subject to compliance with applicable laws and the Listing Rules.

5.3 Issue of Units and Options where Trust is Listed

- (a) If the Trust is Listed, subject to Clauses 5.5 to 5.10 and the Listing Rules, the Manager may issue:
 - (1) Units on any Business Day at an Issue Price equal to the Market Price.
 - (2) Options at the consideration for the issue of the Option specified in the Terms of Offer and Terms of Issue and, without limitation, Options may be issued:
 - (A) for consideration or no consideration;
 - (B) on the basis that the Exercise Price is the price determined by the Manager (provided that the Exercise Price is not less than the price that would otherwise apply under this deed and the method of determination is permitted by the Listing Manual and SGX-ST); and
 - (C) conferring on the Optionholder such other entitlements under this deed as the Manager determines,
- and otherwise on terms and conditions and with such entitlements as determined by the Manager.
- (b) For this purpose “**Market Price**” for a Unit on any Business Day means:
 - (1) the volume weighted average price for a Unit (if applicable, of the same Class) for all trades on the SGX-ST or any other Recognised Stock Exchange in the ordinary course of trading for the period of 10 Business Days (or such other period as may be prescribed by the SGX-ST or relevant Recognised Stock Exchange) immediately preceding the relevant Business Day (whether or not a sale was recorded on any particular day); or
 - (2) if the Manager believes that the calculation in Clause 5.3(b)(1) does not provide a fair reflection of the Market Price of a Unit, an amount as determined by the Manager and the Trustee (after consultation with a stockbroker approved by the Trustee), as being the fair Market Price of the Unit.
 - (c) The “**Market Price**” of an Option on any Business Day must be determined in the same manner as the Market Price for a Unit is determined.
 - (d) No change to the method of determining the Issue Price shall be made without the prior approval of the Trustee, who shall determine whether Unitholders are to be informed of such changes.

APPENDIX E – EXTRACTS FROM THE FCOT TRUST DEED

5.4 Issue at Current Unit Value

(a) If:

- (1) Units have been suspended from Quotation (other than temporarily), or
- (2) the Trust is no longer Listed, or
- (3) Units have otherwise ceased to be Quoted,

The Manager may issue Units at an Issue Price equal to the Current Unit Value on the date of the issue of the Units plus, if so determined by the Manager,

- (1) an amount equal to the Preliminary Charge; and
- (2) an amount to adjust the resultant total upwards to the nearest whole cent.

(b) The Preliminary Charge shall be retained by the Manager for its own benefit and the amount of the adjustment shall be retained as part of the Fund.

5.5 Rights Issue, Reinvestment and Placement

If the Trust is Listed, subject to the Listing Rules, the listing rules of any other Recognised Stock Exchange (if relevant) and this Clause 5, the Manager may issue Units and Options at an Issue Price other than calculated in accordance with Clause 5.3, pursuant to the following clauses.

5.6 Rights Issue of Units

(a) Subject to the Listing Rules, the Manager may issue Units for a rights issue at an Issue Price determined by the Manager being a price other than the Issue Price calculated in accordance with Clause 5.3 pursuant to offers made at substantially the same time to only and all the then Unitholders if:

- (1) all the Units offered are in the same Class;
- (2) the Issue Price of all the Units offered is the same; and
- (3) the amount of Units offered to each Unitholder is proportionate to the value of that Unitholder's Unit Holding.

(b) If required and not waived by the SGX-ST or any other Recognised Stock Exchange on which the Trust is listed, the rights entitlement must be tradeable on the SGX-ST or, as the case may be, such other Recognised Stock Exchange.

(c) The Trustee must ensure that the relevant Units are issued at an Issue Price that is in accordance with the terms specified in this clause 5.6.

APPENDIX E – EXTRACTS FROM THE FCOT TRUST DEED

5.7 Rights Issues of Options

- (a) The Manager may issue Options and Units on the exercise of an Option for a rights issue at an Issue Price determined by the Manager, being a price other than the Issue Price calculated in accordance with clause 5.3 if:
 - (1) the Options are issued pursuant to offers made at substantially the same time to only and all the then Unitholders in proportion to the value of their Unit Holding;
 - (2) all the Options offered are in the same Class;
 - (3) the Issue Price of all the Options offered is the same;
 - (4) the Exercise Price of all the Units to be issued on exercise of the Options is the same; and
 - (5) the means of calculating the Exercise Price is set out in the Terms of Issue.
- (b) If required and not waived by the SGX-ST or any other Recognised Stock Exchange on which the Trust is listed, the rights entitlement must be tradeable on the SGX-ST or, as the case may be, such other Recognised Stock Exchange.
- (c) The Trustee must ensure that the Issue Price and the Exercise Price of the relevant Options and Units is in accordance with the terms specified in this clause 5.7.

5.8 Issues of Units – Distribution Reinvestment

- (a) The Manager may issue Units at an Issue Price determined by the Manager being a price other than the Issue Price calculated in accordance with clause 5.3 pursuant to a distribution reinvestment arrangement referred to in clause 11.11 where:
 - (1) the whole or part of a Unitholder's Distribution Entitlement is applied in payment for the subscription for Units;
 - (2) all the Units issued under the arrangement are of the same Class;
 - (3) the Issue Price of each Unit issued pursuant to that arrangement at substantially the same time is the same; and
 - (4) the Issue Price of those Units is not less than 90% (or such other percentage as may be permitted by the SGX-ST or any other relevant Recognised Stock Exchange) of the Market Price of a Unit as at the Business Day immediately following the Record Date for the determination of entitlements to income.
- (b) Each Unitholder may from time to time elect to participate in a distribution reinvestment arrangement as to the whole, or some proportion, of the Distribution Entitlement which is or would otherwise be payable to that Unitholder.
- (c) The Trustee must ensure that the Issue Price of the relevant Units is determined in accordance with the terms specified in this clause 5.8.

APPENDIX E – EXTRACTS FROM THE FCOT TRUST DEED

5.9 Placements of Units and Options Without Unitholder Approval

- (a) Subject to the Listing Rules, the Manager may issue Units or Options via placement at an Issue Price determined by the Manager, being a price other than the Issue Price calculated in accordance with clause 5.3, without Unitholders' approval where:
 - (1) the issue is not to the Trustee or the Manager or any person associated with the Trustee or the Manager;
 - (2) the amount by which the Issue Price of those Units or Options is less than the Market Price for Units or Options (as the case may be) in the same Class does not exceed the percentage prescribed in the Listing Rules or such other percentage as may be permitted by the Authority and/or SGX-ST; and
 - (3) the issue is of Units or Options the value and/or number of which would not immediately after the issue (when aggregated with any other issue of Units or Options via placement (as the case may be) in the same Class in the same Financial Year) exceed any thresholds prescribed in the Listing Rules above which the Listing Rules require the prior specific approval of Unitholders.
- (b) For the purpose of this clause, **Market Price** has the meaning given to it in the Listing Rules.
- (c) The Trustee must ensure that the issue of new Units or Options under this clause 5.9 complies with the terms specified in this clause.

5.10 Placements of Units and Options With Unitholder Approval

- (a) Subject to the Listing Rules, the Manager may issue Units or Options via placement at an Issue Price determined by the Manager, being a price other than the Issue Price calculated in accordance with clause 5.3, and in excess of any of the thresholds referred to in clause 5.9(a)(2) and (3) where:
 - (1) if the issue is to the Trustee or the Manager or any other person referred to in clause 5.10(b)(1), the requirements of that clause are complied with;
 - (2) the Unitholders approve the issue;
 - (3) if the Units or Options to be issued are in a particular Class, the Unitholders in that Class approve the issue;
 - (4) unless the Manager reasonably considers that the issue will not adversely affect the interests of Unitholders in another Class, the Unitholders in that other Class approve the Issue;
 - (5) any notice convening a Meeting to vote on the issue contains particulars of the use to be made of the money raised by the issue; and
 - (6) an approval for the purposes of paragraphs (2), (3) and (4) of this clause is given by Ordinary Resolution (or such other approval threshold as may be required by the Listing Rules) of the relevant Holders.

APPENDIX E – EXTRACTS FROM THE FCOT TRUST DEED

- (b) (1) Unless otherwise permitted by the Authority in writing:
- (A) the Trustee and its Related Parties;
 - (B) the Manager and its Related Parties; and
 - (C) the directors of each of the Trustee and the Manager and immediate family members of those directors,
- may only participate in the issue of Units or Options via placement pursuant to clause 5.10 with the prior specific approval of Unitholders by Ordinary Resolution at a Meeting.
- (2) If required and not waived by the SGX-ST or other relevant Recognised Stock Exchange, the following persons must abstain from voting at any Meeting referred to in clause 5.10(b)(1):
- (A) The person (being a person contemplated by clause 5.10(b)(1) to whom the issue is to be made;
 - (B) If that person is a corporation, its directors and the immediate family members of its directors; and
 - (C) If that person is a corporation, its Related Parties.
- (3) For the avoidance of doubt, this clause 5.10(b) does not apply to:
- (A) the issue of Units or Options to the Manager in payment of any part of the Fees or to the property manager of the Trust in payment of its fees; or
 - (B) any issue of Units or Options by way of a preferential offering on a pro-rata basis to all existing Holders or an offering of Units or Options to the public through the internet or through automated teller machines of participating banks which is carried out without preference to any particular group of investors.
- (c) For the avoidance of doubt, any issue of Units or Options:
- (1) approved by Unitholders pursuant to this clause 5.10; or
 - (2) pursuant to clause 5.2(a),
- shall not be taken into account in determining whether a subsequent proposed issue of Units or Options (as the case may be) in the same Financial Year may exceed any of the thresholds referred to in clause 5.9(a)(3).

APPENDIX E – EXTRACTS FROM THE FCOT TRUST DEED

5.11 Issue of Units in Conjunction with Acquisition

If:

- (a) Units are issued in full or partial consideration of the acquisition of an Investment and, in conjunction,
- (b) Units are also issued under clauses 5.6, 5.9 or 5.10 to raise cash:
 - (1) for the whole or part of the consideration for that Investment, or
 - (2) to acquire other Investments in addition to that Investment,

the Manager may in its absolute discretion determine that the Issue Price of the Units issued pursuant to paragraph (a) should be the same as the Issue Price of the Units issued pursuant to paragraph (b).

5.12 Issue Price of Units Issued to Manager

- (a) The Issue Price of any Units issued in payment of any part of the Fees under clause 15.7, and of any Units issued in payment of any part of the fees payable to the property manager of the Trust, shall be the Market Price. For this purpose, “Market Price” means the volume weighted average traded price for a Unit for all trades on the SGX-ST or (as the case may be) the relevant Recognised Stock Exchange in the ordinary course of trading on the SGX-ST or (as the case may be) the relevant Recognised Stock Exchange: (a) (in the case of the Base Fee) for the last ten Business Days immediately preceding (and for the avoidance of doubt, including) the end date of the relevant period in which such Base Fee accrues; (b) (in relation to the Performance Fee) the last ten Business Days immediately preceding (and, for the avoidance of doubt, including) the end date of the relevant Financial Year; and (c) (in relation to other Fees payable to the Manager and fees payable to the property manager of the Trust), the last ten Business Days immediately preceding (and, for the avoidance of doubt, including) the end date of the relevant period in which the relevant fee accrues, or, if the Manager believes that the foregoing calculation does not provide a fair reflection of the Market Price of a Unit, means an amount as determined by the Manager (after consultation with a Stockbroker approved by the Trustee), and as approved by the Trustee, as being the fair Market Price.
- (b) For the avoidance of doubt unless previously approved by Unitholders the issue of Units to the Manager under clause 15.7 and (if the property manager of the Trust is a Related Party of the Manager) the issue of Units to the property manager of the Trust in payment of any part of its fees must be taken into account in determining whether or not any of the thresholds referred to in clause 5.9(a)(3) have been or will be exceeded.
- (c) The proposed issue of any Units to the Manager under clause 15.7 and/or (if the property manager of the Trust is a Related Party of the Manager) of Units issued to the property manager of the Trust in payment of its fees which will exceed any of the thresholds referred to in clause 5.9(a)(3) will require the approval of Unitholders by Ordinary Resolution pursuant to clause 5.10(a)(6).

APPENDIX E – EXTRACTS FROM THE FCOT TRUST DEED

5.13 Foreign Unitholders

- (a) If a Unit is to be issued to a person resident outside Singapore, the Manager is entitled to charge to that person an amount which is equal to the excess of the expenses actually incurred over the amount of expenses which would have been incurred if that person had been resident in Singapore.
- (b) (1) The Manager may determine that Foreign Unitholders are not to be offered Units or Options under clauses 5.6, 5.7 and 5.8 where it reasonably considers that it would:
- (A) be in the best interests of the Holders; and
- (B) not be unfair to the Foreign Unitholders.
- (2) If the Manager makes a determination under clause 5.13(b)(1), the Manager must sell the Foreign Interests and pay to each Foreign Unitholder the amount calculated as follows:

$$AF = NP \times NF/N$$

Where:

AF is the amount to be paid to that Foreign Unitholder;

NP is the net proceeds of sale of the Foreign Interests being the amount (if any) remaining after deducting from the proceeds of sale of the Foreign Interests the aggregate of:

- (A) the Costs of the sale;
- (B) the amount (if any) payable to the Manager by any nominee appointed under clause 5.13(b)(3) in respect of the Foreign Interest; and
- (C) any amounts the Manager would be required by law or otherwise entitled to deduct or withhold under this deed;

N is the aggregate number of Foreign Interests; and

NF is the number of Foreign Interests to which that Foreign Unitholder would otherwise have been entitled.

- (3) The Manager may (and in the case of a renounceable pro rata issue, must) appoint a nominee to arrange for the sale of the Foreign Interests under, and pay to each Foreign Unitholder the amount calculated in accordance with the formula in, clause 5.13(b)(2).
- (4) The Manager must take reasonable steps to endeavour to maximise the amount payable to each Foreign Unitholder under clause 5.13(b)(2).

APPENDIX E – EXTRACTS FROM THE FCOT TRUST DEED

5.14 Selling Price of Manager's Units

If the Trust is Unlisted, each Unit of which the Manager is or is deemed to be the Holder may be sold or offered for sale by the Manager at a price equal to the total of:

- (a) the total of the Current Unit Value of that Unit on the day of the sale or offer,
- (b) the Preliminary Charge, and
- (c) an amount to adjust the resultant total upwards to the nearest whole cent.

The Preliminary Charge shall be retained by the Manager for its own benefit and the amount of the adjustment shall be retained as part of the Fund.

5.15 Preliminary Charges and Discounts

- (a) The Manager may impose a charge upon the issue or sale of a Unit or Option of such amount as shall from time to time be fixed by the Manager generally or in relation to any specific or class of transaction.
- (b) However,
 - (1) the charge must not exceed 5% of the Issue Price (excluding the Preliminary Charge) at the time of issue of the relevant Unit or Option; and
 - (2) a charge may not be imposed while the Trust is Listed.
- (c) If a Preliminary Charge is imposed on the issue of Units or Options and the Trust is Unlisted:
 - (1) the Manager may differentiate between applicants as to the amount of the Preliminary Charge to be imposed (within the permitted limit) on the Issue Price of Units or Options issued to them; and
 - (2) the Manager may on the issue of Units or Options allow any person or persons applying for larger numbers of Units or Options than others a discount or discounts on the Issue Price of their Units or Options on such basis and on such scale as the Manager thinks fit.
- (d) However, no discount may exceed the Preliminary Charge included in the Issue Price of the Units or Options concerned.
- (e) The amount of the Preliminary Charge to be deducted from the proceeds of issue of the Units or Options shall be reduced by the amount of the discount and the discount shall be borne by the Manager.
- (f) Without limiting the Manager's discretion under this clause, the bases on which the Manager may differentiate between applicants as to the amount of the Preliminary Charge to be included in the Issue Price of their Units or Options include the number of Units or Options purchased, and the performance of and the marketing strategy adopted by the Manager for the Trust.

APPENDIX E – EXTRACTS FROM THE FCOT TRUST DEED

5.16 Unitholders' Consent Required for Issue of Units Under Certain Circumstances

If the Trust is Listed, the Manager must obtain the consent of the Unitholders, by Ordinary Resolution passed at a Meeting, before issuing:

- (a) Units or Options other than pursuant to clauses 5.3 to 5.9; or
- (b) Preferred Units.

7. Redemption of Units by Manager

7.1 Redemption Restrictions when Trust is Listed

- (a) This clause only applies if the Trust is Listed, and is subject to the relevant Preferred Unit Terms attached to such classes of Preferred Units as may be in issue from time to time.
- (b) The Manager is not obliged to cause the redemption of Units so long as the Trust is Listed.
- (c) If the Manager decides to make any offer to redeem Units, the Redemption Price for a Unit shall be the Current Unit Value per Unit.
- (d) If the Manager decides to permit the redemption of Units, the redemption must comply with the SF (CIS) Regulations, the Code, the Property Funds Appendix and the Listing Rules.
- (e) Any offer to redeem Units is required to be made known publicly to investors through the SGX-ST at least 14 calendar days before the offer is posted.
- (f) The Manager may, subject to the Listing Rules, suspend the redemption of Units for any period when the issue of Units is suspended pursuant to Clause 4.16.
- (g) Any offer of redemption of Units under this Clause 7.1 must be offered on a pro rata basis to all Unitholders.

7.2 Redemption when Quotation is Suspended or the Trust De-Listed

- (a) If:
 - (1) Quotation of Units is suspended for at least 60 consecutive calendar days; or
 - (2) the Trust is removed from the Official List, the Manager must offer to redeem the Units in accordance with the provisions of this deed and the Second Schedule to the SF(CIS) Regulations.
- (b) If paragraph 11 of the Second Schedule to the SF(CIS) Regulations applies, the Trust will be an unlisted property fund pursuant to the Property Funds Appendix.

APPENDIX E – EXTRACTS FROM THE FCOT TRUST DEED

7.3 Redemption when Trust is Unlisted

- (a) This clause only applies if the Trust is Unlisted.
- (b) If the Trust is Unlisted, the Manager must offer to redeem Units at least once a year (or at such other frequency required from time to time by the Property Funds Appendix).
- (c) Any Units of which the Manager is or is deemed to be the Holder shall be treated on the same basis as Units held by other Unitholders.
- (d) The Manager must send an offer notice to Unitholders if it proposes to redeem Units. The offer notice must comply with the Property Funds Appendix.
- (e) Unitholders (or, in the case of Joint-All Holders, all the Joint-All Holders and in the case of Joint-Alternate Holders, any one of the Joint-Alternate Holders) wishing to take up the offer must respond by sending, within the time specified in the offer notice, a request in writing for the redemption of their Units.
- (f) After receipt of a written request by a Unitholder, the Manager will cause to be redeemed, in accordance with this Clause 7 and the Property Funds Appendix, such of the Units as are required by the Unitholder to be redeemed.

7.4 Minimum Holding

- (a) A Unitholder shall not be entitled to the redemption of part only of his holding of Units if as a result his Unit Holding would be reduced to less than the Minimum Holding.
- (b) If a Unitholder's request would have this result, the Manager shall be entitled to cause all of his Unit Holding to be redeemed.

7.5 Redemption Price

- (a) This clause only applies if the Trust is Unlisted.
- (b) Following receipt of a request for redemption, the Redemption Price for the Units that are the subject of the request shall be paid by the Manager to the Unitholder or caused by the Manager to be paid, as soon as practicable after the date of the receipt of the request.
- (c) The Redemption Price is the Current Unit Value of the relevant Unit on the day the request is accepted by the Manager less the Redemption Charge and less an amount to adjust the resultant total downwards to the nearest whole cent. No change to the method of determining the Redemption Price shall be made without the prior approval of the Trustee, who shall determine whether Unitholders are to be informed of such changes.
- (d) The Redemption Charge must not exceed 2% (or such other percentage as the Manager and the Trustee may agree) of the Redemption Price at the time the request for redemption of the Unit is accepted by the Manager.

APPENDIX E – EXTRACTS FROM THE FCOT TRUST DEED

- (e) The Manager may differentiate between Unitholders as to the amount of the Redemption Charge to be included (within the permitted limit) in the Redemption Price.
- (f) The Redemption Charge shall be retained by the Manager for its own benefit and the adjustment shall be retained as part of the Assets.
- (g) The basis on which the Manager may make a differentiation as between Unitholders include, without limitation, Unitholders with large Unit Holdings, Unitholders who have opted for a distribution reinvestment arrangement and an incentive to Unitholders to hold Units for longer periods of time.
- (h) A request for redemption once given cannot be withdrawn without the consent of the Manager.
- (i) The Manager may suspend the redemption of Units during any period when the issue of Units is suspended pursuant to Clause 4.16.

7.6 Redemption Procedure

- (a) This clause only applies if the Trust is Unlisted.
- (b) In relation to any redemption request, the Manager shall, have the following options: option to, subject to there being sufficient funds in the Trust, to request and cause the Trustee to redeem the Units out of the Assets by paying from the Assets a sum sufficient to satisfy the Redemption Price and the Redemption Charge (if any) of the Units.
- (c) A redemption of Units may not be satisfied by transfer of Assets to the Unitholder whose Units are to be redeemed.

7.7 Amendments to Register

- (a) This clause only applies if the Trust is Unlisted.
- (b) Upon delivery to the Trustee of a written statement signed by or on behalf of the Manager that all the Units or a specified number of Units held by a Unitholder have been redeemed, the Trustee shall remove or procure the removal of the name of the Holder from the Register in respect of the relevant Units.

7.8 Redemption of Units

- (a) If the Manager decides in its absolute discretion to take the course of action referred to in Clause 7.6(b) it shall give a redemption notice, within 30 Business Days of receipt of the request for redemption, to the Trustee,
 - (1) requesting the Trustee to redeem the relevant Units, and
 - (2) specifying the Repurchase Price to be paid for such Units.

APPENDIX E – EXTRACTS FROM THE FCOT TRUST DEED

- (b) Subject to Clause 7.9, the Trustee shall as soon as practicable after receipt of the redemption notice comply with the redemption notice by releasing to the Manager out of the available cash of the Assets the Redemption Price of the Units and the Redemption Charge and shall thereupon redeem the relevant Units.

7.9 Funds Available for Redemption

Subject to clause 7.10, the Trustee shall only comply with a redemption notice if, in the opinion of the Trustee, sufficient cash would be retained in the Assets, after the release of funds necessary to comply with the redemption notice, to meet other liabilities of the Trust, including without limitation remuneration due to the Trustee and the Manager.

7.10 Procedure if Insufficient Funds

Should the Trustee advise the Manager that in its opinion sufficient cash would not be retained in the Assets to meet other liabilities of the Trust if the Trustee were to release the funds necessary to comply with a redemption notice, the Manager may in its absolute discretion request the Trustee to sell, mortgage or otherwise deal with the investments or borrow to raise sufficient cash to redeem the relevant Units.

7.11 Restriction on Redemption

- (a) The Manager may, with the approval of the Trustee and subject to the Property Funds Appendix, limit the total number of Units which Unitholders may request the Manager to redeem on any redemption offer to 10% of the Value of the Assets.
- (b) This limitation must be applied pro rata to all Unitholders who have validly requested redemption on such offer.

7.12 Redeemed Units are Cancelled

- (a) Units which are redeemed are cancelled and shall not thereafter be reissued.
- (b) However, nothing in this Clause 7 shall limit or restrict the right of the Manager to cause the creation of and/or issue of further or other Units.

7A Purchase of Units by the Manager

This Clause 7A shall apply to all Units, currently in issue or to be issued, including any Units which are issued, or to be issued, with preferred rights, and shall apply subject to, and in accordance with, this deed, the Listing Rules, the Property Funds Appendix and any other applicable laws and/or regulations in force at the relevant time.

7A.1 Holders' Approval

For so long as the Trust is Listed, the Manager may purchase Units if it has obtained the prior approval of Holders in a general meeting by passing an Ordinary Resolution (the "**Unit Buy-Back Mandate**"), in accordance with the provisions of this deed but subject thereto and to other requirements of the Listing Rules, the Property Funds Appendix and any other applicable laws and/or regulations in force at the relevant time.

APPENDIX E – EXTRACTS FROM THE FCOT TRUST DEED

7A.2 Purchase Price

For so long as the Trust is Listed and the Manager decides to purchase Units, the purchase price to be paid for the Units will be determined by the board of directors of the Manager in its absolute discretion, subject to the requirements of the applicable laws and/or regulations in force at the relevant time.

7A.3 Authority and Limits on the Purchase of Units

7A.3.1 Maximum Limit

The total number of Units which may be purchased pursuant to any Unit Buy-back Mandate is limited to that number of Units representing not more than 10% of the total number of issued Units as at the date of the general meeting when such Unit Buy-back Mandate is approved by Holders.

7A.3.2 Duration of Authority

Purchases of Units may be made during the Relevant Period. For the purpose of this Clause 7A.3.2, “**Relevant Period**” is the period commencing from the date of the general meeting at which a Unit Buy-back Mandate is sought and the resolution relating to the Unit Buy-back Mandate is passed, and expiring on the earlier of:

- (i) the date on which the next Annual General Meeting of Holders is held;
- (ii) the date by which the next Annual General Meeting of Holders is required by law or the provisions of this deed to be held; or
- (iii) the date on which the purchases of Units by the Manager pursuant to the Unit Buy-back Mandate are carried out to the full extent mandated.

For the avoidance of doubt, the authority conferred on the Manager by the Unit Buy-back Mandate to purchase Units may be renewed at the next Annual General Meeting of Holders.

7A.4 Solvency of the Trust

The Manager may purchase Units out of the Assets by paying a sum sufficient to satisfy the purchase price of the Units calculated in accordance with Clause 7A.2. Each time the Manager effects the purchase of Units on behalf of the Trust, pursuant to the Unit Buy-Back Mandate and in accordance with a resolution passed by the board of directors of the Manager, at least two directors of the Manager will confirm that:

- (a) the Trust is able to pay its debts in full at the time of any purchase of Units and will be able to pay its debts as they fall due in the normal course of business during the period 12 months immediately following the date of any purchase of Units; and
- (b) the value of the Assets is not less than the value of its liabilities (including contingent liabilities) and will not after the proposed purchase of Units, become less than the value of its liabilities (including contingent liabilities).

APPENDIX E – EXTRACTS FROM THE FCOT TRUST DEED

7A.5 Dealing with Purchased Units

Units which are purchased shall be cancelled and shall not thereafter be reissued or dealt with in any manner, subject to the requirements of the applicable laws and/or regulations in force at the relevant time. For the avoidance of doubt, this Clause 7A.5 shall not limit or restrict the right of the Manager to cause the creation and/or issue of further or other Units. On the cancellation of any Unit under this Clause 7A.5, the rights and privileges attached to that Unit expire.

7A.6 Source of Funds

The Manager may not purchase Units of the Trust for a consideration other than in cash. The Manager may utilise any source of funds available to it, including any financing, to finance the Manager's purchase of Units on behalf of the Trust pursuant to any Unit Buy-back Mandate, subject always to the requirements of the applicable laws and/or regulations in force at the relevant time.

7A.7 Manner of Purchase

7A.7.1 For so long as the Trust is Listed, the Manager may purchase Units in the following manner:

- (i) purchase or acquire Units on the SGX-ST ("**Market Purchase**"); or
- (ii) make an offer to purchase Units, otherwise than on the SGX-ST and by way of an "off-market" acquisition of the Units on an equal access scheme ("**Off-Market Purchase**"),

subject always to the requirements of the applicable laws and/or regulations in force at the relevant time.

7A.7.2 For the purpose of this Clause 7A, an "**equal access scheme**" is a scheme which satisfies the following criteria:

- (i) the offers under the scheme are to be made to every person who holds Units to purchase or acquire the same percentage of their Units;
- (ii) all of those persons have a reasonable opportunity to accept the offers made to them; and
- (iii) the terms of all the offers are the same except that there shall be disregarded:
 - (a) differences in consideration attributable to the fact that the offers relate to Units with different accrued distribution entitlements;
 - (b) differences in consideration attributable to the fact that the offers relate to Units with different amounts remaining unpaid; and
 - (c) differences in the offers introduced solely to ensure that each Holder is left with a whole number of Units.

APPENDIX E – EXTRACTS FROM THE FCOT TRUST DEED

7A.8 Procedure for Purchase of Units via a Market Purchase

7A.8.1 For so long as the Trust is Listed, where Units are purchased via a Market Purchase, the notice of general meeting of Holders specifying the intention to propose a resolution to authorise a Market Purchase shall:

- (i) specify the maximum number of Units or the maximum percentage of Units of the Trust authorised to be acquired or purchased;
- (ii) determine the maximum price which may be paid for the Units (either by specifying a particular sum or by providing a basis or formula for calculating the amount of the price in question without reference to any person's discretion or opinion);
- (iii) specify a date on which the authority is to expire, being a date that must not be later than the date on which the next Annual General Meeting is, or is required by law to be, held, whichever is earlier; and
- (iv) specify the sources of funds to be used for the purchase or acquisition including the amount of financing, if any, and its impact on the Trust's financial position, if any.

7A.8.2 The resolution authorising a Market Purchase may be unconditional or subject to conditions and shall state the particulars set out in Clauses 7A.8.1(i) to 7A.8.1(iv).

7A.8.3 The authority for a Market Purchase may, from time to time, be varied or revoked by Holders in a general meeting. A resolution to confer or vary the authority for a Market Purchase may determine the maximum price for purchase or acquisition by:

- (i) specifying a particular sum; or
- (ii) providing a basis or formula for calculating the amount of the price in question without reference to any person's discretion or opinion.

7A.9 Procedure for Purchase of Units via an Off-Market Purchase

7A.9.1 For so long as the Trust is Listed, where Units are purchased via an Off-Market Purchase, the notice of general meeting of Holders specifying the intention to propose a resolution to authorise an Off-Market Purchase shall:

- (i) specify the maximum number of Units or the maximum percentage of Units of the Trust authorised to be acquired or purchased;
- (ii) determine the maximum price which may be paid for the Units (either by specifying a particular sum or by providing a basis or formula for calculating the amount of the price in question without reference to any person's discretion or opinion);
- (iii) specify a date on which the authority is to expire, being a date that must not be later than the date on which the next Annual General Meeting is, or is required by law to be, held, whichever is earlier; and
- (iv) specify the sources of funds to be used for the purchase or acquisition including the amount of financing, if any, and its impact on the Trust's financial position, if any.

APPENDIX E – EXTRACTS FROM THE FCOT TRUST DEED

7A.9.2 The resolution authorising an Off-Market Purchase may be unconditional or subject to conditions and shall state the particulars set out in Clauses 7A.9.1(i) to 7A.9.1(iv).

7A.9.3 The authority for an Off-Market Purchase may, from time to time, be varied or revoked by Holders in a general meeting. A resolution to confer or vary the authority for an Off-Market Purchase may determine the maximum price for purchase or acquisition by:

- (i) specifying a particular sum; or
- (ii) providing a basis or formula for calculating the amount of the price in question without reference to any person's discretion or opinion.

7A.9.4 For so long as the Trust is Listed, in the event that the Manager decides to make any offer to purchase Units via an Off-Market Purchase, the Manager will send an offer notice to Holders in the event of any such offer to purchase Units. Holders wishing to take up the offer will be asked to respond by sending a request in writing for the purchase of their Units. At such request in writing of a Holder (or, in the case of Joint Holders, all the Joint Holders), the Manager will purchase, in accordance with this Clause 7A and the applicable laws and/or regulations in force at the relevant time, such number of Units as are required by the Holder to be purchased from Units entered against such person's name in the Register or the Depository Register (as the case may be).

7A.10 Amendments to Register

Where a number of Units held by a Holder have been purchased by the Manager, the Manager shall amend, or procure the amendment of, the details of the Register, in respect of such number of Units.

7A.11 Reporting Requirements

Subject to the relevant laws, regulations and guidelines, for so long as the Trust is Listed, the Manager shall notify the SGX-ST (in the form of an announcement on the SGX-ST) of all purchases of Units in accordance with the Listing Rules and in such form and with such details as the SGX-ST may prescribe.

21. Register and Transfers

21.1 No Certificates

No certificates shall be issued in respect of Units issued to Holders.

21.2 Depository

- (a) if the Trust is Listed, this Clause 21.2 applies.
- (b) The Manager must pursuant to the Depository Agreement appoint the Depository as the Unit depository for the Trust.

APPENDIX E – EXTRACTS FROM THE FCOT TRUST DEED

- (c) All Units issued will be represented by entries in the Register in the name of, and deposited with, the Depository as the registered Holder.
- (d) The Manager or the agent appointed by the Manager must issue to the Depository not more than 14 days after the issue of Units:
 - (1) a confirmation note confirming the date of issue and the number of Units issued and,
 - (2) if applicable, a statement that the Units are issued under a moratorium and the expiry date of the moratorium.
- (e) A confirmation note shall be deemed to be a certificate evidencing title to the Units issued.
- (f) While the Trust is Listed and Units are registered in the name of the Depository, the Manager will endeavour to ensure that the Depository will, within the relevant periods, issue to each Depositor the relevant confirmation notes, monthly statements and statement of account on account of transactions in Units completed in respect of the relevant Depositor's Securities Account.

21.3 Statements of Holders

- (a) If the Trust is Unlisted, this Clause 21.3 applies.
- (b)
 - (1) The Manager or the agent appointed by the Manager must issue to each Holder not more than one month after the allotment of Units to the Holder a confirmation note confirming the allotment.
 - (2) The Manager or its agent must issue to each Holder, on a calendar quarterly basis (or such other period as may be agreed between the Manager and the Trustee), a statement of holdings (**Statement of Holdings**).
 - (3) A Statement of Holdings must:
 - (A) be dated and specify the number of Units held by each Holder in respect of the preceding quarter (or such other relevant period) and the transactions in respect of the Units, and
 - (B) be in such form as may from time to time be agreed between the Manager and the Trustee.

21.4 Rights of Manager in Respect of Units not Registered

- (a) If:
 - (1) the Trust is Unlisted; and
 - (2) there is no person registered or entitled to be registered as the Holder of a Unit,the Manager shall be treated as the Holder of that Unit and the Unit shall be deemed to be in issue.
- (b) For the avoidance of doubt, the Manager is not prevented from becoming registered as the Holder of Units.

APPENDIX E – EXTRACTS FROM THE FCOT TRUST DEED

21.5 Register of Holders

- (a) An up-to-date Register shall be kept in Singapore by the Trustee in such manner as may be required by applicable law and regulation.
- (b) The Register must be maintained at all times whether the Trust is Listed or Unlisted.
- (c) If the Trust is Listed, the Trustee must record the Depository as the registered Holder of all Units or Options, as the case may be, in issue.
- (d) If the Trust is Unlisted, the Trustee must record each Holder as the registered Holder of Units or Options, as the case may be, held by the relevant Holder.
- (e) The Trustee is entitled to appoint a person or persons as its agent to keep and maintain the Register.

21.6 Information on Register

There shall be entered in the Register the following information:

- (a) the names and addresses of the Holders (and in the case where the registered Holder is the Depository, the name and address of the Depository);
- (b) the number of Units or Options held by each Holder;
- (c) the date on which each person entered in respect of the Units or Options standing in his or her name became a Holder and, where he or she become a Holder by virtue of an instrument of transfer, a sufficient reference to enable the name and address of the transferor to be identified;
- (d) the date on which any transfer is registered and the name and address of the transferee, and
- (e) the date on which any Units or Options have been repurchased or redeemed pursuant to Clause 7.

21.7 Entries in Register – Trust Unlisted

- (a) If the Trust is Unlisted, the entries in the Register shall (save in the case of manifest error) be conclusive evidence of the number of Units or Options held by each Holder.
- (b) If there is a discrepancy between the entries in the Register and the details appearing in any Statement of Holdings, the entries in the Register shall prevail unless the Holder proves, to the satisfaction of the Manager and the Trustee, that the Register is incorrect.

21.8 Entries in Register – Trust Listed

- (a) If the Trust is Listed, the entries in the Register shall (save in the case of manifest error) be conclusive evidence of the number Units or Options registered in the name of the Depository.

APPENDIX E – EXTRACTS FROM THE FCOT TRUST DEED

- (b) If there is a discrepancy between the entries in the Register and the confirmation notes issued by the Manager to the Depository under clause 21.2, the entries in the Register shall prevail unless the Manager, the Trustee and the Depository mutually agree that the Register is incorrect.
- (c) The Manager and the Trustee shall be entitled to rely on information in the Depository Register kept by the Depository.
- (d) The entries in the Depository Register shall (save in the case of manifest error) be conclusive evidence of the number of Units or Options held by each Holder.
- (e) If there is a discrepancy between the entries in the Depository Register and the details appearing in any confirmation note issued by the Depository, the entries in the Depository Register shall prevail unless the Holder proves, to the satisfaction of the Manager and the Trustee, that the Depository Register is incorrect.

21.9 Change of Name or Address

- (a) If the Trust is Unlisted, any change of name or address of a Holder of Units or Options must forthwith be notified to the Manager.
- (b) If the Manager is satisfied and, subject to compliance with any formalities as it may require, the Manager must notify the Trustee of the change and the Trustee must alter or cause to be altered the Register accordingly.

21.10 Inspection of Register

- (a) The Trustee must:
 - (1) at all reasonable times during Business Hours give the Manager and its representatives access to the Register and all subsidiary documents and records relating thereto, and
 - (2) allow them to inspect and to take copies of any of the documents referred to in paragraph (1).
- (b) However, unless required by law neither the Manager nor its representatives are entitled to remove any of the documents referred to in sub-clause (a)(1) or to make any entries or alterations.
- (c)
 - (1) Except when the Register is closed and subject to Clause 21.10(a), the Register must during Business Hours be open to inspection by any Holder, without charge.
 - (2) However, if the Register is kept in electronic form the provisions of paragraph (1) may be satisfied by the production of legible evidence of the contents of the Register.
- (d) If the Trustee is removed or retires in accordance with Clause 23, the Trustee must deliver to the Manager the Register and all subsidiary documents and records.

APPENDIX E – EXTRACTS FROM THE FCOT TRUST DEED

21.11 Closure of Register

- (a) Subject to any regulatory provision to which the Trust is subject, and to Clause 21.11(b), the Register may be closed at such times and for such periods as the Trustee may from time to time determine.
- (b) The Register must not be closed for more than 30 days in any one Year.

21.12 Transfer of Units or Options

- (a) If the Trust is Listed, transfers of Units or Options between Holders shall be effected electronically through the Depository making an appropriate entry, in accordance with the Depository Requirements, in the Depository Register.
- (b) The Manager is entitled to:
 - (1) appoint the Depository to facilitate transactions of Units or Options within the Depository and maintain records of Units or Options of Holders credited into Securities Accounts; and
 - (2) pay out of the Fund all fees, costs and expenses of the Depository arising out of or in connection with services provided by the Depository.
- (c) All charges in relation to a transfer as may be imposed by the Manager and/or the Depository must be borne by the Holder or (as the case may be) the Depositor, who is the transferor.
- (d) There are no restrictions as to the number of Units or Options (whether the Trust is Listed or Unlisted) which may be transferred by a transferor to a transferee.
- (e) If the Trust is Listed:
 - (1) the instrument of transfer with respect to a transfer of Units or Options credited from a Securities Account into another Securities Account shall be in such form (if any) as provided by the Depository, and
 - (2) the transferor shall be deemed to remain the Holder of the Units or Options transferred until the relevant Units or Options have been credited into the Securities Account of the transferee, or transferred out of a Securities Account, and registered on the Depository Register.
- (f) If the Trust is Unlisted:
 - (1) a transfer of Units or Options shall be effected by an instrument of transfer in writing in such form as the Manager and the Trustee may from time to time approve;
 - (2) every instrument of transfer relating to Units or Options must be signed by the transferor and transferee and (subject to Clauses 21.12 and 21.18), the transferor shall be deemed to remain the Holder of the Units or Options transferred until the name of the transferee is entered in the Register;

APPENDIX E – EXTRACTS FROM THE FCOT TRUST DEED

- (3) the instrument of transfer need not be a deed; and
- (4) all charges in relation to the transfer as may be imposed by the Manager must be borne by the Holder who is the transferor.
- (g) Every instrument of transfer must be duly stamped (if required by law) and left with the Manager for registration accompanied by:
 - (1) any necessary declarations or other documents that may be required by any law, and
 - (2) such evidence as the Manager may require to prove the title of the transferor or his or her right to transfer the Units or Options.
- (h) If the Trust is Unlisted, the Manager must notify the Trustee of the date of each transfer effected in respect of Units or Options and the name and address of the transferee. The Trustee must then alter or cause to be altered the Register accordingly.
- (i) If the Trust is Unlisted, all instruments of transfer which are registered in respect of Units or Options must be forwarded by the Manager to, and retained by, the Trustee.
- (j)
 - (1) If the Trust is Unlisted, a fee not exceeding S\$10 (or such other amount as the Manager and the Trustee may from time to time agree), which excludes any stamp duty or other Tax payable, may be charged by the Trustee for the registration of any transfer by an instrument of transfer of Units or Options.
 - (2) The fee must, if required by the Trustee, be paid before the registration of the transfer.
- (k) Unless the transfer has been effected in accordance with this clause 21.12:
 - (1) No transfer or purported transfer of a Unit or Option other than a transfer made in accordance with this Clause 21 shall entitle the transferee to be registered, and
 - (2) any notice of transfer or purported transfer shall not be entered on the Register or the Depository Register.

21.13 Death of Holders

- (a) The executors or administrators of a deceased Holder (not being a Joint Holder) shall be the only persons recognised by the Trustee and the Manager as having title to the relevant Units or Options, as the case may be.
- (b) In case of the death of any Joint Holder and, subject to applicable law, the survivor(s), upon producing such evidence of death as the Manager and the Trustee may require, shall be the only person or persons recognised by the Trustee and the Manager as having any title to or interest in the Units or Options, as the case may be.

APPENDIX E – EXTRACTS FROM THE FCOT TRUST DEED

- (c) Despite clause 21.13(a), if the sole survivor is a Minor, the Manager or the Trustee may act only on the requests, applications or instructions of the surviving Minor after he or she attains the age of 18 years.
- (d) The Manager and the Trustee:
 - (1) shall not be obliged to act on the requests, applications or instructions of the heirs, executors or administrators of a Joint Holder; and
 - (2) shall not be liable for any claims or demands whatsoever by the heirs, executors or administrators of a deceased Joint Holder, a Minor Joint Holder, or a Minor Joint Holder's legal guardian,

in omitting to act on any request, application or instruction given by the Minor before he or she attains the age of 18 years or by the heirs, executors or administrators of the relevant deceased Joint Holder.

21.14 Body Corporate

- (a) A body corporate may be registered as a Holder or as one of the Joint Holders.
- (b) The successor in title of any corporate Holder resulting from a merger or amalgamation shall, upon producing such evidence as may be required by the Manager and the Trustee of the succession, be the only person recognised by the Trustee and the Manager as having title to the Units or Options, as the case may be.

21.15 Minors

- (a) A Minor shall not be registered as
 - (1) a sole Holder, or
 - (2) a Joint-Alternate Holder.
- (b) However, a Minor may be registered as a Joint-All Holder if each of the other Joint-All Holders is a person who has attained the age of 18 years.
- (c) If one of the Joint-All Holders is a Minor, the Manager and the Trustee need only act on the instructions given by the adult Joint-All Holder.

21.16 Transmission

- (a) Subject to this clause, any person who is entitled to a Unit or Option as a result of the death or bankruptcy of a sole Holder or of the survivor of Joint Holders may, upon producing such evidence as to title as the Trustee and the Manager think sufficient, either (by giving notice to the Manager) be registered as Holder of the Unit or Option or transfer the Unit or Option to another person.
- (b) The manager must notify the Trustee upon the receipt by it of a notice under clause 21.16(a) and the Trustee must then alter or cause to be altered the Register accordingly.

APPENDIX E – EXTRACTS FROM THE FCOT TRUST DEED

- (c) All the limitations, restrictions and provisions of this deed relating to transfers are applicable to any notice or transfer as if the death or bankruptcy has not occurred and the notice or transfer were a transfer executed by the Holder.
- (d) (1) Any person who is entitled to a Unit or an Option as a result of death or bankruptcy of a Holder may give a discharge for all moneys payable in respect of the Unit or Option.

(2) However, the person shall not be entitled to receive notices of or to attend or vote at any Meeting until he or she has become the Holder of the Unit or Option.
- (e) The Manager may retain any moneys payable in respect of any Unit or Option of which any person is under the provisions as to the transmission of Units or Options hereinbefore contained entitled to become the Holder or which any person under those provisions is entitled to transfer until such person shall become the Holder of such Units or Options or shall duly transfer the same.

21.17 Payment of Fee

The Trustee may require from any person applying for registration of any probate, letters of administration, power of attorney, marriage or death certificate, stop notice, order of the court, deed poll or other document relating to or affecting the title to any Unit or Option:

- (a) a fee of S\$10 (or such other amount as the Trustee and the Manager may from time to time agree), and
- (b) a sum sufficient in the opinion of the Trustee to cover any stamp duty or other Taxes that may be payable in connection with the registration.

21.18 Removal From Register

- (a) if the Trust is Unlisted and a transfer is registered in favour of the Manager, the name of the Holder shall be removed from the Register in respect of the relevant Units or Options but the name of the Manager need not be entered in the Register as the Holder of those Units or Options, as the case may be.
- (b) Removal under clause 21.18(a) shall not be treated as a cancellation of the Units or as withdrawing them from issue.

21.19 Registrar

- (a) The Trustee may at any time with the approval of the Manager appoint an agent on its behalf to keep and maintain the Register.
- (b) The fees and expenses of the Registrar (as may be agreed from time to time between the Manager, the Trustee and the Registrar) shall be payable out of the Fund.

APPENDIX E – EXTRACTS FROM THE FCOT TRUST DEED

THE RIGHTS OF FCOT UNITHOLDERS IN RESPECT OF DISTRIBUTIONS

11. Distributions

11.1 Distribution of Income

(a) Subject to this Clause 11 and the relevant Preferred Unit Terms attached to such classes of Preferred Units as may be in issue from time to time, the Manager shall make regular distributions of:

- (1) Net Taxable Income (excluding gains from sale of Real Estate determined by IRAS to be trading gains); and
- (2) Net Tax-Exempt Income,

to Unitholders at half-yearly intervals, yearly intervals or such other intervals as the Manager may in its absolute discretion deem fit.

(b) The Manager may in its absolute discretion distribute the whole of the amounts referred to in clause 11.1(a) or a proportion, subject to compliance with the Tax Ruling.

11.2 Manager to collect

The Manager must collect and pay to the Trustee and the Trustee must receive all moneys, rights and property paid or receivable in respect of the Trust.

11.3 Determination of Income and Reserves

(a) The Manager (acting after consulting the Auditors) is to determine whether any item is income in nature or capital in nature and the extent to which reserves or provisions need to be made.

(b) If the Manager determines any item to be capital it may apply it to any item in the balance sheet of the Trust including, without limitation, Holders' funds and Investments.

(c) This Clause 11.3 applies to distributions and to books of account.

11.4 Frequency of Distribution of Income

Subject to the relevant Preferred Unit Terms attached to such classes of Preferred Units as may be in issue from time to time, the Manager will endeavour to ensure that for each Financial Year:

- (a) there is at least one Distribution Period; and
- (b) the last Distribution Period ends on the last day of the Financial Year,

and for each Distribution Period the Manager will calculate, and the Trustee will distribute, each Unitholder's Distribution Entitlement, in accordance with the provisions of this Clause 11.

APPENDIX E – EXTRACTS FROM THE FCOT TRUST DEED

11.5 Distribution Entitlement

- (a) **Distribution Amount** for a period is to be determined in accordance with the following formula:

$$DA = NTI + I + E + C$$

Where:

DA is the Distribution Amount;

NTI is the Net Taxable Income for the period which the Manager determines is to be distributed;

I is the amount (which may be a negative amount) by which Net Taxable Income as agreed between the Manager and IRAS for any Financial Year preceding the Financial Year in which the period occurs exceeds or is less than the Net Taxable Income for that preceding Financial Year distributed pursuant to this Clause 11. Each such amount must be taken into account in the Distribution Period immediately following the agreement between IRAS and the Manager;

E is the amount of Net Tax-Exempt Income which the Manager determines is to be distributed; and

C is any additional amount (including capital and which may be a negative amount) which the Manager determines is to be distributed or, if thought fit by the Manager, to be transferred to or from an undistributed income reserve account.

- (b) Each Unitholder's distribution entitlement in respect of his Units is to be determined in accordance with the following formula:

$$DE = DA \times \frac{UH}{UI}$$

Where:

DE is the Distribution Entitlement of the Unitholder;

DA is the Distribution Amount;

UH is the aggregate of the Paid-up Proportion of each relevant Unit Holding of the Unitholder, at the close of business of the Record Date for the relevant Distribution Period adjusted to the extent he is entitled to participate in the Distribution Amount;

UI is the aggregate Paid-up Proportion of all Units in issue in the Trust at the close of business on the Record Date for the relevant Distribution Period; and

PD is the aggregate amount of all Preferred Distributions payable or paid on all Preferred Units in issue for the relevant Distribution Period.

APPENDIX E – EXTRACTS FROM THE FCOT TRUST DEED

11.6 Distribution of Entitlement

- (a) The Trustee, must in respect of each Distribution Period pay to each Unitholder, his Distribution Entitlement on or before the Distribution Date for the Distribution Period.
- (b) For the purpose of determining the entitlement to the Distribution Entitlement for a Distribution Period, the persons who are Unitholders on the Record Date for that Distribution Period have an absolute, vested and indefeasible interest in the Income of that Distribution Period.
- (c) The Manager and the Trustee may retain from each Unitholder's Distribution Entitlement all amounts which:
 - (1) are necessary to avoid distributing a fraction of a cent;
 - (2) the Manager determines it is not practical to distribute on a Distribution Date;
 - (3) equals any amount of Tax which has been paid or which the Manager determines is or may be payable by the Trustee or the Manager in respect of the Unitholder, on the amount of the income of the Trust and attributable to the Unitholder, or the amount of the distribution otherwise distributable to that Unitholder;
 - (4) are required to be deducted by law, the Tax Ruling or under this deed; or
 - (5) are payable by the Unitholder to the Trustee or the Manager.
- (d) The Manager must direct the Trustee as to how any sum retained is to be applied and/or paid.

11.7 Unitholder Notification

Each Unitholder must as and when required by the Manager provide such information as to his place residence for taxation purposes as the Manager may from time to time require.

11.8 Composition of Distribution

Following the end of each Financial Year, the Manager must notify each Unitholder of:

- (a) the extent to which a distribution under this Clause 11 is composed of, and the types of, income and capital; and
- (b) any amounts deducted under Clauses 11.6(c)(3) and (c)(4).

APPENDIX E – EXTRACTS FROM THE FCOT TRUST DEED

11.9 Tax Declaration Forms and Tax Distribution Vouchers

- (a) (1) The Manager shall where necessary before a distribution is made issue to a Unitholder a tax declaration in a form approved by the Trustee and IRAS for the purpose of that Unitholder declaring his tax status.
- (2) The Manager and the Trustee may rely on a statement made by a Unitholder as to his tax status given in a tax declaration form in determining whether or not to deduct tax with respect to that Unitholder's Distribution Entitlement.
- (3) If a Unitholder fails to make a declaration in time for a distribution, the Manager and the Trustee shall deduct the appropriate amount of tax with respect to the Unitholder's Distribution Entitlement.
- (b) (1) On a distribution being made, the Trustee shall where necessary issue to each Unitholder a tax distribution voucher prepared by the Manager in a form approved by the Trustee and IRAS.
- (2) In the case of any distribution made or on termination of the Trust, each tax distribution voucher shall show what proportion of the distribution represents capital, what proportion represents income exempt from Singapore income tax, or income subject to Singapore income tax, and what proportion represents the tax portion of any tax payable by the Trustee on income and gains attributable to the Unitholders.

11.10 Categories and Sources of Income

- (a) For any category or source of income the Manager may keep separate accounts and allocate the income from any category or source to any Holder or holder of other securities, where applicable.
- (b) The Manager may cause the distribution of any amount recorded in an account or record kept pursuant to Clause 11.10(a) before the distribution of any other amount.

11.11 Distribution Reinvestment Arrangements

- (a) Subject to complying with the Listing Manual, the Manager may notify Unitholders from time to time that they may, on terms specified in the notice, participate in an arrangement under which they may request that all or a proportion of specified distributions due to them be applied to the issue of further Units.
- (b) The Issue Price for any such Units shall be the Issue Price specified in:
 - (1) Clauses 5.3 or 5.8 as appropriate if the Trust is Listed, and
 - (2) Clause 5.4 if the Trust is Unlisted.
- (c) The Units issued shall be deemed to be purchased by the relevant Unitholders.
- (d) The Manager may amend, suspend or terminate any distribution reinvestment arrangements from time to time by notice in writing to Holders.

APPENDIX E – EXTRACTS FROM THE FCOT TRUST DEED

11.12 Capitalisation of Undistributed Income

Prior to the Listing Date the Manager, with the agreement of all Unitholders, may elect not to distribute a proportion of income under Clause 11.1 and instead capitalise the undistributed income.

12. Place and Conditions of Payment

12.1 Place and Conditions of Payment

- (a) Any moneys payable by the Trustee to any Holder on the relevant Record Date under the provisions of this deed shall be paid:
 - (1) in the case of a sole Holder, by cheque or warrant sent through the post to the registered address of the Holder, or
 - (2) in the case of Joint Holders, to the registered address of the Joint Holder who is first named on the Register or on the Depository Register, as the case may be, or the registered address of any other of the Joint Holders if authorised by all of them.
- (b) Each cheque or warrant shall be made payable to the order of the person to whom it is delivered or sent.
- (c) If properly authorised to do so by a Holder, the Trustee shall pay the amount due to the Holder to his bankers or other agent. The receipt of the banker or other agent shall be a good discharge to the Trustee.
- (d) No amount payable to any Holder shall bear interest.

12.2 Deductions

Any payment to a Holder shall have deducted from it:

- (a) any Taxes; and
- (b) the amount of any stamp duties or other government taxes or charges payable by the Manager or the Trustee,

which are imposed on the Trustee or the Manager by any law or regulation in respect of or in connection with the payment.

12.3 Receipt of Holders

- (a) The receipt of the Holder for any amounts payable in respect of Units shall be a good discharge to the Manager or the Trustee (as the case may be).
- (b) If several persons are registered as Joint Holders or, in consequence of the death of a Holder, are entitled to be so registered, any one of them may give receipts for any amounts.

APPENDIX E – EXTRACTS FROM THE FCOT TRUST DEED

12.4 Unclaimed Moneys

- (a) Any moneys payable to a Holder under this deed which remain unclaimed after a period of 12 months shall be accumulated in a special account (the **Unclaimed Moneys Account**). The Trustee may from time to time make payments to a Holder claiming any moneys in the Unclaimed Moneys Account.
- (b) Subject to Clause 27, if any moneys remain in the Unclaimed Moneys Account for 5 years after the date of payment of those moneys into the Unclaimed Moneys Account, the Trustee must cause those moneys together with interest, if any, earned thereon to be paid into Court after deducting all Costs incurred in relation to the payment into Court. However, if the moneys are insufficient to meet all such Costs, the Trustee shall be entitled to have recourse to the Assets.

THE RIGHTS OF FCOT UNITHOLDERS IN RESPECT OF VOTING

13. Voting Rights in Respect of the Assets

13.1 Manager's Right to Determine how Voting Rights are Exercised

- (a) Subject to this deed (including Clause 10.5), the Manager has absolute discretion in determining how any rights of voting conferred by any Assets are to be exercised.
- (b) The Manager may refrain at its own discretion from the exercise of any voting rights and no Holder shall have any right to interfere or complain.
- (c) The Trustee shall upon written request by, and at the expense of, the Manager execute and deliver, or cause to be executed or delivered, to the Manager or its nominees such powers of attorney or proxies as the Manager may reasonably require, in such name or names as the Manager may request, authorising such attorneys and proxies to vote, consent or otherwise act in respect of all or any part of the Assets.
- (d) The Manager shall be entitled to exercise the rights in what it considers to be in the best interests of the Holders.
- (e)
 - (1) The Manager must keep a written record of every exercise or non-exercise of a right of voting, action or consent.
 - (2) The Manager must at all reasonable times during Business Hours give the Trustee and any Holder reasonable access to this record and allow the Trustee and any Holder to inspect the record.
 - (3) However, neither the Trustee nor any Holder is entitled to remove the record or to make any entries or alterations.
 - (4) if the record is kept on magnetic tape or in accordance with some other mechanical or electronic system the requirements of this Clause 13.1(e) may be satisfied by the production of legible evidence of the contents of the record.
- (f) Without limiting Clause 17.2, neither the Manager nor the Trustee are liable in respect of any vote, action taken or consent given by the Manager in person or by proxy or attorney.

APPENDIX E – EXTRACTS FROM THE FCOT TRUST DEED

13.2 Construction of Voting Rights

The phrase **rights of voting** and the word **vote** used in this Clause 13 include:

- (a) a vote at a meeting,
- (b) any consent to or approval of any arrangement, scheme or resolution or any alteration in or abandonment of any rights attaching to any part of the Assets, and
- (c) the right to requisition or join in a requisition to convene a meeting or to give notice of any resolution or to circulate any statement.

31. Meeting of Holders

31.1 Meetings of Unitholders

- (a) The Trustee or the Manager may at any time convene a Meeting.
- (b) A Meeting may be convened at the request in writing of not less than 50 Unitholders or Unitholders representing not less than 10% of the issued Units.
- (c) The provisions of Schedule 1 apply to any meeting of Unitholders.

31.2 Passing of resolution

A resolution passed at a Meeting of Unitholders is binding on all Unitholders.

APPENDIX E – EXTRACTS FROM THE FCOT TRUST DEED

Schedule 1 Meeting of Unitholders

(clause 31)

1. Meetings

This Schedule applies to:

- (a) every meeting of Unitholders; and
- (b) every meeting of a class of Unitholders, with any necessary changes to this Schedule regarded as made.

2. Convening of meetings

- (a) The Trustee or the Manager may convene a meeting of Unitholders whenever either thinks fit.
- (b) A general meeting of Holders to be called the “Annual General Meeting” shall, in addition to any other meeting, be held once in every calendar year commencing from year 2010, at such time (within a period of not more than 15 months after the holding of the last preceding Annual General Meeting) and place as may be determined by the Manager. All other general meetings of Holders shall be called Extraordinary General Meetings.
- (c) The Manager must convene a meeting of Unitholders or a class of Unitholders if it receives a written application signed by not less than 50 Unitholders or Unitholders representing not less than 10% of the Units in issue.
- (d) An application referred to in paragraph 2(b) must specify the general nature of the business to be transacted and the terms of any resolution to be proposed at the meeting.
- (e) A meeting of Unitholders duly convened and held in accordance with the provisions of this Schedule shall be competent by:
 - (1) Extraordinary Resolution to:
 - (A) sanction any modification, alteration or addition to the provisions of this deed which shall be agreed by the Trustee and the Manager as provided in Clause 29(b)(1) of this deed;
 - (B) sanction a supplemental deed increasing the maximum permitted limit or any change in the structure of the Fees and the Trustee’s remuneration as provided in Clause 15 of this deed;
 - (C) remove the Auditors as provided in Clause 23.3 of this deed;
 - (D) remove the Trustee as provided in Clause 24.2(a)(4) of this deed; and
 - (E) merge the Trust as provided in Clause 33.2(a) of this deed; and

APPENDIX E – EXTRACTS FROM THE FCOT TRUST DEED

- (2) a resolution duly proposed and passed as such by a majority representing three-fourths in value of the Unitholders present and voting, direct the Trustee to take any action pursuant to Section 295 of the Securities and Futures Act.

and shall have such further or other powers under such terms and conditions as may be determined by the Manager with the prior written approval of the Trustee.

- (f) Any decision to be made by resolution of the Unitholders other than those specified in paragraph 2(d), shall be made by Ordinary Resolution, unless an Extraordinary Resolution is required by the Securities and Futures Act, the Code or the Listing Rules.

3. Notice of meeting

- (a) The Unitholders entitled to attend a meeting must be given at least 14 clear days' notice of the meeting, unless they unanimously agree to a shorter period of notice.
- (b) The notice must specify the place, date and time of the meeting, the general nature of the business to be transacted, the terms of any resolution to be proposed and must contain any other information the Trustee thinks fit to give to the Unitholders.
- (c) The notice may be given by advertisement in the local daily newspapers and in writing to the SGX-ST or other Recognised Stock Exchange.
- (d) Any notice of a meeting called to consider special business must be accompanied by a statement regarding the effect of the proposed resolutions.
- (e) Despite paragraphs 3(a) and (b), a meeting of Unitholders convened by the Trustee pursuant to Section 295 of the Securities and Futures Act must be summoned:
 - (1) by at least 21 clear days' notice (inclusive of the day on which the notice is given) of such meeting given to the Unitholders; and
 - (2) by publishing, at least 21 days before the proposed meeting, an advertisement giving notice of the meeting in at least 4 local daily newspapers, one each published in the English, Malay, Chinese and Tamil languages.

4. Quorum

- (a) A quorum for any meeting is 2 or more Unitholders present in person or by attorney or by proxy.
- (b) No business shall be transacted at any meeting unless the requisite quorum is present at the commencement of business.

APPENDIX E – EXTRACTS FROM THE FCOT TRUST DEED

5. Lack of quorum

- (a) If a quorum is not present within 15 minutes after the time appointed for the meeting, the meeting is dissolved and reconvened on the same day in the next week at the same time and place or, if that day is not a Business Day, on the next Business Day.
- (b) If, at the reconvened meeting a quorum is not present within 15 minutes after the time appointed for the meeting, the meeting may be held by those Unitholders present.
- (c) The Manager is not required to give the Unitholders notice of a reconvened meeting.

6. Chairman

- (a) The Trustee must nominate before a meeting of Unitholders a person (whether or not a Unitholder) to act as Chairman of the meeting.
- (b) If the Trustee does not comply with paragraph 6(a) or if the person nominated by the Trustee is not present within 15 minutes after the time appointed for the meeting, a majority of the Unitholders present and entitled to vote must elect as Chairman a Unitholder who is present and willing to act.
- (c) The Chairman is responsible for the general conduct of the meeting and for the procedure adopted at it.
- (d) The Chairman may, if he considers it necessary or desirable for the proper and orderly conduct of the meeting, demand that a discussion of any question, motion or resolution end and that the question, motion or resolution be put to an immediate vote of the Unitholders.
- (e) The Chairman may adopt any procedures which in his opinion are necessary or desirable for the proper and orderly casting or recording of votes at a meeting.

7. Audio visual communication

- (a) The contemporaneous linking together by telephone or other method of audio or audio visual communication of a number of the Unitholders sufficient to constitute a quorum constitutes a meeting of the Unitholders and all the provisions in this deed relating to meetings of the Unitholders apply, so far as they can and with such changes as are necessary, to meetings of the Unitholders by telephone or audio or audio visual communication.
- (b) A Unitholder participating in a meeting by telephone or audio or audio visual communication is to be taken to be present in person at the meeting.
- (c) A Unitholder must not leave a meeting by telephone or audio or audio visual communication by disconnecting the Unitholder's telephone or audio or audio visual communication device unless the Unitholder has previously obtained the consent of the Chairman and will be conclusively presumed to have been present and to have formed part of the quorum at all times during the meeting unless the Unitholder has previously obtained such consent.

APPENDIX E – EXTRACTS FROM THE FCOT TRUST DEED

8. Adjournment

- (a) The Chairman may with the consent of the meeting adjourn the meeting but no business may be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (b) Where a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as in the case of an original meeting.

9. Voting

A resolution put to the vote of a meeting must, subject to the requirements of the prevailing laws, rules and regulations, be decided on a poll. A Holder shall not be entitled to vote unless all calls or other sums personally payable by him in respect of Units have been paid.

10. Taking a poll

- (a) A poll shall be taken at such time and place as the Chairman directs.
- (b) On a poll every Unitholder who is present in person or by proxy shall have one vote for every Unit of which he is a holder. A person entitled to more than one vote need not use all his votes or cast them the same way.
- (c) On a poll votes may be given either personally or by proxy.

11. Disputed votes

- (a) An objection to the validity of any vote must be raised at the meeting at which the vote is tendered and must be referred to the Chairman whose decision, if made in good faith, is final.
- (b) A vote not disallowed by the Chairman under paragraph 11(a) is valid for all purposes.

12. No casting vote

In the case of an equality of votes, the Chairman is not entitled to a second or casting vote.

13. Entitlement to vote

Subject to any rights or restrictions attached to any Unit:

- (a) each Unitholder entitled to vote at a meeting may vote in person, by proxy, attorney or company representative; and
- (b) on a poll every Unitholder present with the right to vote has 1 vote for each of its Units.

APPENDIX E – EXTRACTS FROM THE FCOT TRUST DEED

14. Entitlement to attend

The Auditor of the Trust and the Trustee's representative, counsel and other advisers may attend and address meetings.

15. Form of proxy

- (a) If the appointer of a proxy is an individual, the instrument of appointment must be signed by the appointer or the appointer's attorney authorised in writing.
- (b) If the appointer of a proxy is a corporation, the instrument of appointment must be:
 - (1) under its common seal (if any);
 - (2) under the hand of an officer or attorney who has been authorised by the corporation; or
 - (3) under the hand of any 2 directors or a director and a secretary.
- (c)
 - (1) The instrument appointing a proxy must be deposited at such place as the Trustee or Manager may in the notice convening the meeting direct. If no such place is appointed then it must be deposited at the registered office of the Manager not less than 72 hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote.
 - (2) If paragraph (1) is not complied with, the proxy is invalid.
- (d) An instrument appointing a proxy is only valid for 12 months from its execution date.
- (e) A person appointed to act as a proxy need not be a Unitholder.
- (f) A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed or the transfer of the Units in respect of which the proxy is given PROVIDED THAT no limitation in writing of such death, insanity, revocation or transfer shall be have been received at the place appointed for the deposit of proxies if no such place is appointed at the registered office of the Manager before the commencement of the meeting or adjourned meeting at which the proxy is used.

16. Written resolution

If a document containing a statement to the effect that an act, matter or thing has been done or resolution has been passed, is assented to by:

- (a) each Unitholder entitled to vote; or
- (b) any lesser number of Unitholders which has been agreed by the relevant class of Unitholders,

that act, matter or thing or resolution is to be taken as having been done at or passed by a meeting of the Unitholders.

APPENDIX E – EXTRACTS FROM THE FCOT TRUST DEED

17. Effect of resolution

A resolution validly passed at a meeting duly convened and held is binding upon all Unitholders, whether present in person or by company representative, attorney or proxy or not present.

18. Resolutions

For the purposes of this deed:

- (a) Extraordinary Resolution means a resolution proposed and passed as such by a majority consisting of more than 75% of the total number of votes cast for and against such resolution at a meeting of Unitholders; and
- (b) An Ordinary Resolution means a resolution proposed and passed as such by a majority consisting of more than 50% of the total number of votes cast for and against such resolution at a meeting of Unitholder.

19. (a) This paragraph 19 only applies if the Trust is Unlisted.

- (b) Notwithstanding anything in this deed, where a corporation is beneficially entitled to all the Units in issue and a minute is signed by a duly authorized representative of the corporation stating that any act, matter, or thing, or any Ordinary Resolution or Extraordinary Resolution, required by this deed to be made, performed, or passed by or at a Meeting has been made, performed, or passed, that act, matter, or thing, or resolution shall, for all purposes, be deemed to have been duly made, performed, or passed by or at a Meeting duly convened and at which a quorum is formed.
- (c) For the avoidance of doubt, paragraphs 6(a) & (b) of this Schedule need not be complied with when any act, matter, or thing, or resolution is deemed to have been duly made, performed, or passed by or at a duly convened Meeting by virtue of this paragraph 19.

20. Minutes

- (a) Minutes of all resolutions passed at every meeting and proceedings of every meeting of Unitholders shall be entered into a book kept for that purpose by the Manager at the expense of the Manager.
- (b) Any minutes of a meeting purporting to be signed by the Chairman of the meeting or of the next succeeding meeting are (in the absence of proof to the contrary) evidence of:
 - (1) the matters stated in the minutes of the meeting;
 - (2) the meeting having been duly convened and held; and
 - (3) the validity of the proceedings at the meeting.

APPENDIX E – EXTRACTS FROM THE FCOT TRUST DEED

21. Class meetings

If a proposed resolution affects only the interests of 1 class of Unitholders the resolution must be proposed at a meeting of that class of Unitholders, not at a meeting of all Unitholders.

22. Class interests

For the purpose of paragraph 21, a resolution is regarded as affecting the interests of a class of Unitholders if it purports to:

- (a) vary the rights attached to the Units in that class; or
- (b) do any other thing which under this deed requires the consent of the class of Unitholders.

23. Appointment of Proxies by Relevant Intermediary

Notwithstanding anything in this Deed, where a Holder is a Relevant Intermediary, the Holder may appoint more than two proxies to exercise all or any of its rights to attend, speak and vote at every meeting, provided that each proxy must be appointed to exercise the rights attached to a different Unit or Units held by it (which number of Units and Class shall be specified).

24. Observer Right for Holders under CPF Investment Scheme

Notwithstanding anything in this Deed, Holders who have used their CPF monies to subscribe or purchase Units through the CPF Investment Scheme are allowed to attend any general meetings as observers, PROVIDED THAT such Holders have submitted their requests to attend the general meeting through their CPF agent banks.

This page has been intentionally left blank.

APPENDIX F – UNAUDITED FINANCIAL STATEMENTS OF THE FCOT GROUP FOR 1Q FY2020



FRASERS COMMERCIAL TRUST FINANCIAL STATEMENTS ANNOUNCEMENT FOR THE QUARTER ENDED 31 DECEMBER 2019

FRASERS COMMERCIAL TRUST ("FCOT" or the "Trust") is a real estate investment trust established under a Trust Deed dated 12 September 2005 (as restated, amended and supplemented) entered into between Frasers Commercial Asset Management Ltd. (as manager of FCOT) ("FCOAM" or the "Manager") and British and Malayan Trustees Limited (as trustee of FCOT) (the "Trustee").

The principal activities of FCOT and its subsidiaries (the "Group") are those relating to investment in a portfolio of commercial real estate and real estate related assets with the primary objective of delivering regular and stable distributions to Unitholders, and to achieve long-term growth in such distributions and the net asset value per ordinary unit of FCOT ("Unit").

The portfolio of FCOT as at 31 December 2019 consists of direct and indirect interests in six properties as follows:-

Singapore

1. China Square Central comprising 18, 20 & 22 Cross Street^(a) and 4 retail units at 181 South Bridge Road ("China Square Central").
2. Alexandra Technopark located at 438A/438B/438C Alexandra Road ("Alexandra Technopark")

Australia

1. 50.0% indirect interest in Central Park located in Perth ("Central Park")
2. 100% indirect interest in Caroline Chisholm Centre located in Canberra ("Caroline Chisholm Centre")
3. 100% indirect interest in 357 Collins Street located in Melbourne ("357 Collins Street")

United Kingdom

1. 50.0% indirect interest in Farnborough Business Park located in Farnborough, Thames Valley ("Farnborough Business Park")

Footnote:

(a) 18, 20 & 22 Cross Street have been renamed as "Cross Street Exchange" on 1 January 2020.

**APPENDIX F – UNAUDITED FINANCIAL STATEMENTS OF
THE FCOT GROUP FOR 1Q FY2020**



FRASERS COMMERCIAL TRUST
FINANCIAL STATEMENTS ANNOUNCEMENT
FOR THE QUARTER ENDED 31 DECEMBER 2019

SUMMARY OF CONSOLIDATED RESULTS OF FCOT AND ITS SUBSIDIARIES
- 1 October 2019 to 31 December 2019 ("1Q FY2020") vs 1 October 2018 to 31 December 2018 ("1Q FY2019")

	Group		
	1/10/2019 to 31/12/2019 S\$'000	1/10/2018 to 31/12/2018 S\$'000	Change %
Gross revenue	37,779	31,546	20%
Net property income	26,714	21,122	26%
Total return for the period	14,874	14,054	6%
Income available for distribution	21,998	21,550	2%
Distribution income to Unitholders	21,998	21,550	2%
Distribution per Unit (cents)			
<u>Unitholders</u>			
For the period	2.40 ⁽¹⁾	2.40 ⁽²⁾	-
Annualised	9.55	9.52	-

Footnotes:

- (1) The number of Units used to calculate the amount available for distribution per Unit ("DPU") is 916,622,020. Please see Section 6 for the details on the number of issued and issuable Units entitled to distribution.
- (2) The number of Units used to calculate the amount available for distribution per Unit ("DPU") is 897,928,873.

**APPENDIX F – UNAUDITED FINANCIAL STATEMENTS OF
THE FCOT GROUP FOR 1Q FY2020**



FRASERS COMMERCIAL TRUST
FINANCIAL STATEMENTS ANNOUNCEMENT
FOR THE QUARTER ENDED 31 DECEMBER 2019

1(a) Consolidated Statement of Total Return together with a comparative statement for the corresponding period of the immediately preceding financial year

	Group		
	1/10/2019 to 31/12/2019	1/10/2018 to 31/12/2018	Change
	S\$'000	S\$'000	%
Gross revenue ⁽¹⁾	37,779	31,546	20%
Property operating expenses ⁽²⁾	(11,065)	(10,424)	6%
Net property income ⁽³⁾	26,714	21,122	26%
Share of results of joint venture ⁽⁴⁾	1,940	1,576	23%
Interest income	7	37	(81%)
Manager's management fees	(3,752)	(3,418)	10%
Trust expenses	(1,166)	(512)	NM
Finance costs ⁽⁵⁾	(4,913)	(4,700)	5%
Net income before foreign exchange differences, fair value changes and taxation	18,830	14,105	33%
Foreign exchange loss	(29)	(1,612)	(98%)
Net change in fair value of investment properties ⁽⁶⁾	(5,891)	598	NM
Net change in fair value of derivative financial instruments ⁽⁷⁾	-	186	NM
Realised gain on derivative financial instruments ⁽⁸⁾	8	35	(77%)
Total return before tax	12,918	13,312	(3%)
Taxation ⁽⁹⁾	1,956	742	NM
Total return for the period	14,874	14,054	6%

NM - Not meaningful

**APPENDIX F – UNAUDITED FINANCIAL STATEMENTS OF
THE FCOT GROUP FOR 1Q FY2020**

FRASERS COMMERCIAL TRUST
FINANCIAL STATEMENTS ANNOUNCEMENT
FOR THE QUARTER ENDED 31 DECEMBER 2019



Reconciliation of Total Return for the Period to Income Available for Distribution

	Group		
	1/10/2019 to 31/12/2019	1/10/2018 to 31/12/2018	Change
	S\$'000	S\$'000	%
Total return for the period	14,874	14,054	6%
Non-tax deductible / (non-taxable) items and other adjustments:			
Management fees payable in Units	3,752	3,418	10%
Trustees' fees	179	153	17%
Amortisation of borrowing costs	128	124	3%
Unamortised borrowing costs expensed off	-	24	NM
Net change in fair value of investment properties	5,891	(598)	NM
Net change in fair value of derivative financial instruments	-	(186)	NM
Deferred taxation ⁽⁹⁾	(2,299)	(1,065)	NM
Unrealised exchange (gain)/ loss	(106)	1,668	NM
Effects of recognising accounting income on a straight line basis over the lease term	(6,695)	(247)	NM
Distribution from gain on disposal of hotel development rights and property ⁽¹¹⁾	5,758	3,785	52%
Other non-tax deductible items and temporary differences	516	420	23%
Net effect of non-tax deductible / (non-taxable) items and other adjustments	7,124	7,496	(5%)
Income available for distribution to Unitholders ⁽¹⁰⁾	21,998	21,550	2%
Unitholders' distribution comprise:			
- from operations	16,240	16,926	(4%)
- from capital returns ⁽¹¹⁾	5,758	4,624	25%
	21,998	21,550	2%

NM - Not meaningful

APPENDIX F – UNAUDITED FINANCIAL STATEMENTS OF THE FCOT GROUP FOR 1Q FY2020



**FRASERS COMMERCIAL TRUST
FINANCIAL STATEMENTS ANNOUNCEMENT
FOR THE QUARTER ENDED 31 DECEMBER 2019**

Footnotes:

- (1) Gross revenue includes base rental income, car park income, service charges (payable by the tenants towards property expenses of the properties such as air-conditioning, utility charges and cleaning charges), public car park revenue and turnover rent. The composition of gross revenue by property is as follows:

	Group		
	1/10/2019 to 31/12/2019	1/10/2018 to 31/12/2018	Change
	S\$'000	S\$'000	%
China Square Central	8,053	6,044	33%
Alexandra Technopark	12,304	8,761	40%
Central Park	6,458	6,093	6%
Caroline Chisholm Centre	4,881	5,119	(5%)
357 Collins Street	6,083	5,529	10%
	37,779	31,546	20%

- (2) The composition of the property operating expenses by major items is as follows:-

	Group		
	1/10/2019 to 31/12/2019	1/10/2018 to 31/12/2018	Change
	S\$'000	S\$'000	%
Property maintenance expenses	3,112	2,875	8%
Property management fees	772	604	28%
Property tax	2,005	2,014	-
Utilities	1,431	1,480	(3%)
Professional fees	770	840	(8%)
Insurance	280	240	17%
Council rates	535	555	(4%)
Amortisation of leasing commission	296	243	22%
Amortisation of leasing incentives	1,225	1,029	19%
Other operating expenses	639	544	17%
	11,065	10,424	6%

- (3) The composition of the net property income by property is as follows:-

	Group		
	1/10/2019 to 31/12/2019	1/10/2018 to 31/12/2018	Change
	S\$'000	S\$'000	%
China Square Central	5,491	3,807	44%
Alexandra Technopark	9,072	5,755	58%
Central Park	3,573	3,318	8%
Caroline Chisholm Centre	4,029	4,211	(4%)
357 Collins Street	4,549	4,031	13%
	26,714	21,122	26%

APPENDIX F – UNAUDITED FINANCIAL STATEMENTS OF THE FCOT GROUP FOR 1Q FY2020



**FRASERS COMMERCIAL TRUST
FINANCIAL STATEMENTS ANNOUNCEMENT
FOR THE QUARTER ENDED 31 DECEMBER 2019**

Footnotes:

- (4) The share of results of joint venture relates to FCOT's 50.0% interest in the profits from Farnborough Business Park Limited ("FBPL") which holds Farnborough Business Park. The acquisition of 50.0% of FBPL was completed on 29 January 2018. A summary of the share of results of joint venture, based on FCOT's 50.0% interest in the joint venture is as follows:

	Group		
	1/10/2019 to 31/12/2019	1/10/2018 to 31/12/2018	Change
	S\$'000	S\$'000	%
Net property income ⁽ⁱ⁾	2,299	2,745	(16%)
Other expenses, net ⁽ⁱⁱ⁾	(359)	(1,169)	(69%)
Share of results of joint venture, net of tax	1,940	1,576	23%

Note:

- (i) Net property income includes rental income recognised on a straight-line basis over the term of the respective leases, service charge income and car park income from Farnborough Business Park. In 1Q FY2019, it also included rent guarantee and void costs reimbursement by the vendor in relation to certain leases pursuant to the terms of the transaction as disclosed in FCOT's SGX-ST announcement dated 14 December 2017. Net property income on cash basis (without recognising accounting income on a straight-line basis over the terms of the respective leases) for FCOT's 50% interest was S\$2,381,000 (1Q FY2019 :S\$1,849,000).
- (ii) The figure for the current period was mainly due to the current and deferred tax expenses provided for the period.
- (5) The composition of finance costs is as follows:-

	Group		
	1/10/2019 to 31/12/2019	1/10/2018 to 31/12/2018	Change
	S\$'000	S\$'000	%
Interest expense	4,785	4,552	5%
Unamortised borrowing costs expensed off	-	24	NM
Amortisation of borrowing costs	128	124	3%
	4,913	4,700	5%

NM - Not meaningful

The unamortised borrowing costs expensed off in the prior period was related to the partial repayment of a loan facility.

- (6) The net changes in fair value of investment properties in 1Q FY2020 and 1Q FY2019 related to the adjustments of the changes in carrying value of the investment properties during the respective periods. The changes in the carrying value of the investment properties mainly arose from the recognition of rental income on a straight-line basis in accordance with the Singapore Financial Reporting Standards, and the increase in leasing fees capitalised, net of amortization of leasing costs.
- (7) The net gain arising from fair value changes of derivative financial instruments in 1Q FY2019 were related to fair value changes on interest rate swaps and foreign currency forward contract.

APPENDIX F – UNAUDITED FINANCIAL STATEMENTS OF THE FCOT GROUP FOR 1Q FY2020



**FRASERS COMMERCIAL TRUST
FINANCIAL STATEMENTS ANNOUNCEMENT
FOR THE QUARTER ENDED 31 DECEMBER 2019**

Footnotes:

- (8) The realised gains on derivative financial instruments in 1Q FY2020 and 1Q FY2019 arose from realisation of foreign currency forward contracts.
- (9) Taxation comprised taxation expenses for income in Australia and deferred tax provided on potential capital gains arising from the changes in fair value of Australian properties, net of tax losses.
- (10) FCOT's distribution policy is to distribute at least 90% of its taxable income to the Unitholders.
- (11) Unitholders' distribution from capital returns comprised:-

	Group		
	1/10/2019 to 31/12/2019	1/10/2018 to 31/12/2018	Change
	S\$'000	S\$'000	%
Distribution from gain on disposal of hotel development rights (a)	3,888	3,785	3%
Distribution from gain on disposal of property (b)	1,870	-	NM
Return of capital from a joint venture (c)	-	839	NM
	5,758	4,624	25%

NM – Not meaningful

- (a) This relates to a portion of the net consideration received from the disposal of the hotel development rights in respect of China Square Central in August 2015, which was classified as capital available for distribution from tax perspective.
- (b) This relates to the net gain on disposal of 55 Market Street in August 2018, which was classified as capital available for distribution from tax perspective.
- (c) This relates to distribution available to Unitholders arising from the return of capital attributable to reimbursement of lease incentives, monthly contracted rents and service charges in relation to a car showroom under construction and top-up of rents and void costs for specified unlet units pursuant to the terms for the purchase of Farnborough Business Park, as disclosed in the SGX-ST announcement dated 14 December 2017.

**APPENDIX F – UNAUDITED FINANCIAL STATEMENTS OF
THE FCOT GROUP FOR 1Q FY2020**



FRASERS COMMERCIAL TRUST
FINANCIAL STATEMENTS ANNOUNCEMENT
FOR THE QUARTER ENDED 31 DECEMBER 2019

1(b)(i) Statements of Financial Position, together with the comparative statements as at the end of the immediately preceding financial year

	Group		Trust	
	31/12/2019	30/9/2019	31/12/2019	30/9/2019
	S\$'000	S\$'000	S\$'000	S\$'000
<u>Non-current assets</u>				
Investment properties ⁽¹⁾	2,103,108	2,076,273	1,256,723	1,254,000
Subsidiaries	-	-	527,213	527,213
Investment in joint venture ⁽²⁾	158,903	151,219	-	-
Fixed assets	44	33	44	33
Deferred tax asset	312	307	-	-
Derivative financial instruments ⁽³⁾	2,260	4,495	2,260	4,495
	2,264,627	2,232,327	1,786,240	1,785,741
<u>Current assets</u>				
Trade and other receivables	7,394	5,791	189,597	166,277
Cash and bank balances	16,258	21,527	6,212	17,926
	23,652	27,318	195,809	184,203
Total assets	2,288,279	2,259,645	1,982,049	1,969,944
<u>Current liabilities</u>				
Borrowings (net of transaction costs) ⁽⁴⁾	(195,935)	(180,924)	(136,487)	(122,349)
Trade and other payables ⁽⁵⁾	(24,584)	(27,086)	(20,111)	(20,515)
Current portion of security deposits	(4,316)	(3,932)	(4,316)	(3,915)
Derivative financial instruments ⁽³⁾	(452)	(609)	-	-
Provision for taxation ⁽⁶⁾	(4,158)	(3,757)	-	-
	(229,445)	(216,308)	(160,914)	(146,779)
Net current (liabilities)/ assets ⁽⁷⁾	(205,793)	(188,990)	34,895	37,424
<u>Non-current liabilities</u>				
Borrowings (net of transaction costs) ⁽⁴⁾	(466,567)	(464,642)	(339,430)	(339,370)
Derivative financial instruments ⁽³⁾	(5,101)	(5,675)	(993)	(729)
Non-current portion of security deposits	(11,694)	(12,846)	(11,694)	(12,846)
Deferred tax liabilities ⁽⁸⁾	(77,504)	(78,681)	-	-
	(560,866)	(561,844)	(352,117)	(352,945)
Total liabilities	(790,311)	(778,152)	(513,031)	(499,724)
Net assets attributable to Unitholders	1,497,968	1,481,493	1,469,018	1,470,220
<u>Represented by:</u>				
Unitholders' funds ⁽⁹⁾	1,497,968	1,481,493	1,469,018	1,470,220

APPENDIX F – UNAUDITED FINANCIAL STATEMENTS OF THE FCOT GROUP FOR 1Q FY2020



**FRASERS COMMERCIAL TRUST
FINANCIAL STATEMENTS ANNOUNCEMENT
FOR THE QUARTER ENDED 31 DECEMBER 2019**

Footnotes:

- (1) The investment properties were valued at their fair values based on independent valuations as at 30 September 2019 and subsequently adjusted for capital expenditure and capitalised leasing incentives. As at 31 December 2019, the carrying amounts of the investment properties approximated their fair values. The increase in investment properties was mainly due to the effects of the stronger Australia Dollar as at 31 December 2019 as compared to 30 September 2019 on the Australian properties and capital expenditures incurred during the quarter.
- (2) Investment in joint venture relates to the Group's 50% interest in Farnborough Business Park.
- (3) Derivative financial instruments relate to fair values of interest rate derivative financial instruments entered into in respect of the Group's borrowings.
- (4) The overall increase in borrowings was due to the additional borrowings used to finance asset enhancement initiatives ("AEI") and lease incentives granted to certain tenants and the effects of the stronger Australia Dollar as at 31 December 2019 as compared to 30 September 2019.
- (5) The decrease in trade and other payables was mainly due to the payment of the performance component of the management fees for FY2019 in October 2019 as well as payments to vendors.
- (6) The increase in provision for tax was mainly attributable to additional tax provision during the current quarter.
- (7) The net current liabilities position as at 31 December 2019 and 30 September 2019 were mainly due to the S\$100 million medium term notes that would be due in February 2020 and the A\$63 million term loan that would be due in August 2020. The short term revolving credit facilities drawn down and the outstanding invoices relating to AEI works also contributed to the net current liabilities position. The Group would seek to refinance these borrowings at appropriate times and the Manager believes that the Group would be able to refinance the borrowings and meet its current obligations as and when they fall due.
- (8) Deferred tax is provided for in respect of the potential capital gains arising from the changes in fair value of the Australian properties, net of tax losses.
- (9) The increase in Unitholders' funds was mainly due to:
 - effects of the stronger Australia Dollar and Pound Sterling as at 31 December 2019 as compared to 30 September 2019 on the net assets attributable to the Australia operations and the investment in the joint venture, FBPL respectively;
 - total returns generated for the Group for the quarter ended 31 December 2019;
 - fair value gains arising from derivative financial instruments; and
 - issuance of Units pursuant to Distribution Reinvestment Plan and payment of management fees.
 The increase was partially offset by the distribution for 4Q FY2019 paid during the quarter ended 31 December 2019.

**1(b)(ii) Aggregate amount of borrowings and debt securities
Amount repayable in one year or less, or on demand**

Group			
As at 31/12/2019		As at 30/9/2019	
Secured S\$'000	Unsecured S\$'000	Secured S\$'000	Unsecured S\$'000
-	195,989	-	181,012

Amount repayable after one year

Group			
As at 31/12/2019		As at 30/9/2019	
Secured S\$'000	Unsecured S\$'000	Secured S\$'000	Unsecured S\$'000
-	467,480	-	465,645

Details of any collateral

All borrowings as at 31 December 2019 are unsecured.

**APPENDIX F – UNAUDITED FINANCIAL STATEMENTS OF
THE FCOT GROUP FOR 1Q FY2020**



FRASERS COMMERCIAL TRUST
FINANCIAL STATEMENTS ANNOUNCEMENT
FOR THE QUARTER ENDED 31 DECEMBER 2019

1(c) A cash flow statement (for the Group), together with a comparative statement for the corresponding period of the immediately preceding financial year

	Group	
	1/10/2019 to 31/12/2019 S\$'000	1/10/2018 to 31/12/2018 S\$'000
Operating activities:		
Total return before tax	12,918	13,312
Adjustments for:-		
Finance costs	4,913	4,700
Effect of recognising accounting income on a straight-line basis over the lease term	(6,695)	(247)
Depreciation	5	5
Amortisation of leasing commission	296	243
Amortisation of leasing incentives	1,225	1,029
Interest income	(7)	(37)
Management fees payable in Units ⁽¹⁾	3,752	3,418
Share of results of joint venture	(1,940)	(1,576)
Net change in fair value of derivative financial instruments	-	(186)
Net change in fair value of investment properties	5,891	(598)
Realised gain on derivative financial instruments	(8)	(35)
Operating income before working capital changes	20,350	20,028
Changes in working capital:-		
Trade and other receivables	(1,101)	579
Trade and other payables	(6,682)	(9,930)
Cash generated from operations	12,567	10,677
Tax paid	-	(1)
Net cash generated from operating activities	12,567	10,676
Investing activities:		
Capital expenditure and leasing incentives on investment properties	(11,226)	(3,215)
Payment for leasing costs capitalised	(712)	(484)
Net income and capital returns received from joint venture	1,616	1,415
Purchase of fixed assets	(16)	(6)
Interest received	10	(67)
Net cash used in investing activities	(10,328)	(2,357)
Financing activities:		
Proceeds from borrowings	14,000	12,000
Repayment of borrowings	-	(11,935)
Realisation of derivative financial instruments	8	35
Finance costs paid	(3,206)	(2,304)
Issue costs paid	(91)	(70)
Distributions paid ⁽²⁾	(18,407)	(16,829)
Net cash used in financing activities	(7,696)	(19,103)
Net decrease in cash and cash equivalents	(5,457)	(10,784)
Cash and cash equivalents at beginning of period	21,527	31,589
Effect of exchange rate changes	188	(144)
Cash and cash equivalents at end of period ⁽³⁾	16,258	20,661

APPENDIX F – UNAUDITED FINANCIAL STATEMENTS OF THE FCOT GROUP FOR 1Q FY2020



**FRASERS COMMERCIAL TRUST
FINANCIAL STATEMENTS ANNOUNCEMENT
FOR THE QUARTER ENDED 31 DECEMBER 2019**

Footnotes

- (1) These amounts represent Units issuable in satisfaction of management fee payable in Units amounting to S\$3.8 million for 1Q FY2020 (1Q FY2019: S\$3.4 million).
- (2) Pursuant to the Distribution Reinvestment Plan implemented, these amounts represent the cash component of the distributions paid and exclude the distributions paid by way of issuance of Units amounting to S\$3.5 million during 1Q FY2020 (1Q FY2019: S\$4.6 million).
- (3) For purposes of the consolidated Cash Flow Statement, the consolidated cash and cash equivalents comprised the following:

Bank and cash balances

Group	
31/12/2019	31/12/2018
S\$'000	S\$'000
16,258	20,661

1(d)(i) Statements of movements in Unitholders' Funds

	Group		Trust	
	1/10/2019 to 31/12/2019	1/10/2018 to 31/12/2018	1/10/2019 to 31/12/2019	1/10/2018 to 31/12/2018
	S\$'000	S\$'000	S\$'000	S\$'000
Balance at beginning of period	1,481,493	1,430,831	1,470,220	1,376,374
Operations				
Change in net assets attributable to Unitholders resulting from operations	14,874	14,054	11,943	10,292
Unitholders' transactions				
Issue of Units	9,116	10,318	9,116	10,318
Issue expenses	(91)	(70)	(91)	(70)
Distributions to Unitholders	(21,905)	(21,422)	(21,905)	(21,422)
Change in Unitholders' funds resulting from Unitholders' transactions	(12,880)	(11,174)	(12,880)	(11,174)
Foreign currency translation reserve				
Movement for the period	13,750	(13,618)	-	-
Hedging reserve				
Net fair value changes on derivative financial instruments	731	(1,424)	(265)	(325)
Balance at end of period	1,497,968	1,418,669	1,469,018	1,375,167

APPENDIX F – UNAUDITED FINANCIAL STATEMENTS OF THE FCOT GROUP FOR 1Q FY2020



FRASERS COMMERCIAL TRUST
FINANCIAL STATEMENTS ANNOUNCEMENT
FOR THE QUARTER ENDED 31 DECEMBER 2019

1(d)(ii) Details of any changes in Units

Issued Units

Balance at beginning of period
Issue of Units - management fees
Issue of Units - Distribution Reinvestment Plan
Balance at end of period

Issued and issuable Units

Issued Units at end of period
- Base component of management fee payable in Units ⁽¹⁾
- Performance component of management fee payable in Units ⁽²⁾
Issued and issuable Units at end of period

1/10/2019 to 31/12/2019	1/10/2018 to 31/12/2018
Units	Units
909,235,918	888,600,618
3,479,511	3,983,270
2,180,704	3,381,980
914,896,133	895,965,868
914,896,133	895,965,868
1,725,887	1,963,005
556,442	544,580
917,178,462	898,473,453

Footnote:

- (1) 1,725,887 Units (1Q FY2019: 1,963,005 Units) will be issued to the Manager as payment for management fee for the financial quarter ended 31 December 2019. This accounts for 100% (1Q FY2019: 100%) of the base component of the management fee for the quarter. The price of Units issued is determined based on the volume weighted average price of the Units for the last ten business days ("10-day VWAP") of the relevant financial period.
 - (2) Pursuant to the Trust Deed, the performance component of the management fee is to be paid only once in each financial year, and if paid in Units, at an issue price determined based on the 10-day VWAP of the relevant financial year. The number of issuable Units presented is an estimate computed using an issue price based on the 10-day VWAP for the period ended 31 December 2019. There is no certainty that the performance component of the management fee Units to be issued at the end of the financial year will be issued at this estimated issue price given that the trading price of the Units may vary.
2. **Whether the figures have been audited, or reviewed and in accordance with which standard (e.g. the Singapore Standard on Review Engagements 2410 "Review of Interim Financial Information Performed by the Independent Auditor of the Entity", or an equivalent standard)**

The financial information as set out in paragraphs 1(a), 1(b)(i), 1(b)(ii), 1(c), 1(d)(i), 1(d)(ii), (4), (5), (6) and (7) of this announcement has been extracted from the interim financial report, which has been reviewed in accordance with Singapore Standard on Review Engagements 2410 *Review of Interim Financial Information Performed by the Independent Auditor of the Entity*, performed by the independent auditors of the Group.
 3. **Where figures have been audited, or reviewed, the auditors' report (including any qualifications or emphasis of matter)**

The auditors' review report dated 15 January 2020 on the interim financial report of the Group for the period ended 31 December 2019 is enclosed in the Appendix.

In addition, the independent financial advisor's letter on the interim financial report of the Group for the period ended 31 December 2019 is also enclosed in the Appendix.
 4. **Whether the same accounting policies and methods of computation as in the company's most recently audited annual financial statements have been applied.**

Except as disclosed in item 5 below, there has been no change in the accounting policies and methods of computation adopted by the Trust and the Group for the current reporting period compared with the audited financial statements for the financial year ended 30 September 2019.

APPENDIX F – UNAUDITED FINANCIAL STATEMENTS OF THE FCOT GROUP FOR 1Q FY2020



**FRASERS COMMERCIAL TRUST
FINANCIAL STATEMENTS ANNOUNCEMENT
FOR THE QUARTER ENDED 31 DECEMBER 2019**

5. **If there are any changes in the accounting policies and methods of computation, including any required by an accounting standard, what has changed, as well as the reasons for, and the effect of, the change.**

The Trust and the Group have adopted the new Singapore Financial Reporting Standards ("FRS") that are mandatory for the financial year beginning on 1 October 2019. The adoption of these FRS has no significant impact on the financial position of the Trust and the Group as at 31 December 2019 or performance of the Group for the quarter ended on that day.

6. **Consolidated Earnings per Unit ("EPU") and available for distribution per Unit ("DPU") for the financial period**

	1/10/2019 to 31/12/2019 S\$'000	1/10/2018 to 31/12/2018 S\$'000
Total return for the period	14,874	14,054
EPU		
Weighted average number of Units in issue	912,589,940	892,801,172
Basic earnings per Unit (cents) ⁽¹⁾	1.63	1.57
DPU		
Number of issued and issuable Units entitled to distribution ⁽²⁾	916,622,020	897,928,873
Distribution per Unit based on the total number of issued and issuable Units entitled to distribution (cents)	2.40	2.40

Footnotes:

- (1) Basic EPU is computed using the total return for the period and the weighted average number of Units during the period. There were no dilutive potential Units in 1Q FY2020 and 1Q FY2019.
- (2) The computation of DPU for 1Q FY2020 is based on the number of Units entitled to distribution, being:
- a. the number of Units in issue as at 31 December 2019 of 914,896,133; and
 - b. 1,725,887 Units to be issued to the Manager, in consideration of 100% of the base component of the management fee payable for the quarter ended 31 December 2019.

7. **Unitholders' funds per Unit based on issued Units at the end of the period**

	Group		Trust	
	31/12/2019	30/9/2019	31/12/2019	30/9/2019
Unitholders' funds at end of period (S\$'000)	1,497,968	1,481,493	1,469,018	1,470,220
Number of Units issued at the end of the period ('000)	914,896	909,236	914,896	909,236
Unitholders' funds per Unit (S\$)	1.64	1.63	1.61	1.62
Adjusted Unitholders' funds per Unit (excluding distributable income) (S\$)	1.61	1.61	1.58	1.59

APPENDIX F – UNAUDITED FINANCIAL STATEMENTS OF THE FCOT GROUP FOR 1Q FY2020

FRASERS COMMERCIAL TRUST
FINANCIAL STATEMENTS ANNOUNCEMENT
FOR THE QUARTER ENDED 31 DECEMBER 2019



8. Review of performance

Net property income for 1Q FY2020 was S\$26.7 million, 26% higher than that of 1Q FY2019. The increase was mainly due to higher rental incomes (including effects of recognising accounting income on a straight-line basis) for China Square Central, Alexandra Technopark, Central Park and 357 Collins Street and lower utilities expenses for Alexandra Technopark.

The increase was partially offset by :

- higher amortisation of leasing incentives for Central Park and 357 Collins Street;
- effects of the weaker average Australia Dollar during 1Q FY2020 as compared to 1Q FY2019 on the income from Australian properties; and
- higher property maintenance expenses and property management fees for the Singapore properties.

Portfolio net property income excluded the results of Farnborough Business Park which was equity accounted for as share of results of joint venture.

The increase in finance costs by S\$0.2 million in 1Q FY2020 as compared to that of 1Q FY2019 was mainly due to additional borrowings to finance ongoing AEI works and lease incentives granted to certain tenants.

The increase in trust expenses was mainly due to higher professional fees incurred in 1Q FY2020.

Taxation for 1Q FY2020 included the provision for current tax for the Australian properties. Deferred tax was provided for in respect of the potential capital gains arising from the changes in fair value of the Australian properties, net of deferred tax adjustment for available tax losses, arising mainly from leasing incentives disbursed.

9. Where a forecast, or a prospect statement, has been previously disclosed to shareholders, any variance between it and the actual results

Not applicable.

APPENDIX F – UNAUDITED FINANCIAL STATEMENTS OF THE FCOT GROUP FOR 1Q FY2020



**FRASERS COMMERCIAL TRUST
FINANCIAL STATEMENTS ANNOUNCEMENT
FOR THE QUARTER ENDED 31 DECEMBER 2019**

10. Commentary on the competitive conditions of the industry in which the Group operates and any known factors or events that may affect the Group in the next 12 months

Singapore

The Ministry of Trade and Industry (“MTI”) announced on 2 January 2020 that based on advance estimates, the Singapore economy grew by 0.8% on a year-on-year basis in 4Q 2019, in line with the 0.7% growth recorded in 3Q 2019. On a quarter-on-quarter (“qoq”) seasonally-adjusted annualised basis, the economy expanded at a slower pace of 0.1% in 4Q 2019, compared to a 2.4% growth recorded in 3Q 2019. For the whole of 2019, the Singapore economy grew by 0.7%. MTI had also announced on 21 November 2019 that it currently expects full year economic growth to be in the ranges of 0.5% to 1.0% for 2019 and 0.5% to 2.5% for 2020.

For the office market, CBRE¹ reported that island-wide office vacancy rate continued to tighten from 4.8% in 2Q 2019 to 4.5% in 3Q 2019. Tenant demand was mainly driven by the technology sector and co-working space operators. As at the end of 3Q 2019, average rents increased 1.3% qoq to S\$11.45 per square feet (“psf”) per month for Grade A CBD Core, 1.2% qoq to S\$8.70 psf per month for Grade B CBD Core and 0.6% qoq to S\$8.00 psf per month for island-wide Grade B. CBRE has observed that lingering economic uncertainties have led to a more subdued outlook for the office market and it expects rental growth to be capped over the next six to 12 months.

For the business park market², CBRE¹ reported that island-wide vacancy tightened marginally by 0.4%-points qoq to 12.7% in 3Q 2019 and the market continued to be resilient. Leasing activities were mainly focussed on city fringe developments. As at the end 3Q 2019, average rents remained stable qoq at S\$5.80 psf per month for city fringe locations and S\$3.80 psf per month for the rest of the island. According to CBRE, the outlook for city fringe business park space is expected to remain healthy.

The retail podium at 18 Cross Street, Cross Street Exchange, commenced business operations in phases beginning from November 2019. The net lettable area of the retail podium has increased to around 80,000 sf from around 64,000 sf prior to the commencement of the asset enhancement works.

As disclosed on 23 April 2019, Microsoft Operations Pte. Ltd. (“Microsoft”) had exercised its right to shorten its lease tenure in respect of 77,761 sf of space at Alexandra Technopark by two years to end in January 2020. As at 31 December 2019, the space has been fully backfilled with new forward lease commitments.

Australia

In the Reserve Bank of Australia’s (“RBA”) Statement on Monetary Policy Decision released on 3 December 2019, the cash rate remained unchanged at 0.75% per annum. According to RBA, growth is expected to be supported by the low level of interest rates, recent tax cuts, on-going spending on infrastructure, upswing in housing prices and brighter outlook for the resources sector. In RBA’s Statement on Monetary Policy Decision released in November 2019, gross domestic product (“GDP”) was expected to grow by 2.75% in 2020.

For the Perth CBD office market, Colliers International Research³ reported that the overall vacancy rate has continued to decline due to strong demand for Premium and A Grade office space. Overall vacancy rate was 18.4% as at end-July 2019 versus 18.5% as at end-January 2019. Premium Grade average net face rent was A\$710 per sqm per annum as at July 2019, with average lease incentives around 41%. Colliers International Research expects Premium Grade average net face rent to increase to A\$715 per sqm per annum and incentives to reduce to 36% in the next 12 months. The absorption rate, although showing encouraging signs, has been slow and Colliers International Research expects this situation to continue over the next six months. The trend of tenants migrating between buildings is expected to continue.

For the Melbourne CBD office market, Colliers International Research³ reported that the overall vacancy rate of 3.3% as at end-July 2019 was the tightest among all Australian CBDs. As a result of the competition for space, Grade A office face rents have grown by 5.9% over the 12 months to June 2019. Approximately 457,000 sqm of space is currently under construction, of which 83% has been pre-committed. Melbourne CBD Grade A office average net face rent was A\$601 per sqm per annum as at July 2019, with lease incentives at 28%. Colliers International Research expects Grade A average net face rent to increase to A\$650 per sqm per annum and incentives to be at 29% in the next 12 months. Over the next three years, Colliers International Research expects Premium and A Grade face rents to grow by 6.4% annually.

APPENDIX F – UNAUDITED FINANCIAL STATEMENTS OF THE FCOT GROUP FOR 1Q FY2020

FRASERS COMMERCIAL TRUST
FINANCIAL STATEMENTS ANNOUNCEMENT
FOR THE QUARTER ENDED 31 DECEMBER 2019



10. **Commentary on the competitive conditions of the industry in which the Group operates and any known factors or events that may affect the Group in the next 12 months (cont'd)**

Australia (cont'd)

An asset enhancement initiative to the office lobby and forecourt areas of Central Park is currently underway. Estimated to cost S\$23 million (FCOT's 50.0% share: S\$11.5 million), the works are currently expected to complete in 3Q 2020. The foregoing initiative aims to create a contemporary, dynamic and community-friendly business environment with a higher quantum of amenities and flexible spaces, which will help to consolidate the property's position as a premium grade office in Perth CBD. In addition, the Manager is currently also evaluating other potential enhancement or upgrading options for Central Park, so as to better meet industry trends and requirements and to ensure the long-term competitiveness of the property. Appropriate announcements will be made in the event that there are material developments in this regard.

United Kingdom

In the Bank of England's Monetary Policy Committee ("MPC") meeting held on 18 December 2019, the bank rate remained unchanged at 0.75% per annum. Monetary policy is set to meet the inflation target of around 2% per annum and to sustain growth and employment. The MPC was of the view that the United Kingdom's ("UK") GDP is expected to grow by around 1.3% in 2020.

The Withdrawal Agreement Bill in relation to the UK's departure from the European Union ("EU") was approved by the UK's House of Commons on 9 January 2020. Subject to the Bill's passage through the House of Lords, the UK is expected to leave the EU on 31 January 2020. Uncertainties remain in terms of, among other things, future trade, labour and security arrangements between the UK and EU, which are to be negotiated during the post-Brexit transition period currently scheduled to end by end-2020. Notwithstanding the above developments, the Manager remains confident about the long-term prospects of the UK market.

For the Thames Valley office market, JLL Research⁴ reported that absorption in the Farnborough area⁵ from 1Q to 3Q 2019 was strong at 107,830 sf, 34.0% higher than the annual absorption achieved in 2018 and 20.0% ahead of the five-year annual average. As at end-3Q 2019, total vacancy rate in the area was 8.5%, which was below the five-year average of 10.3%. Average prime office rent for the area was £22.50 psf per annum as at end-3Q 2019, with lease incentives around 17.5% (based on a typical 10-year lease term).

Proposed Merger with Fraser's Logistics & Industrial Trust ("FLT")

On 2 December 2019, the respective managers of FCOT and FLT jointly announced the proposed merger of FCOT and FLT. The proposed merger will be by way of a trust scheme of arrangement, with FLT acquiring all FCOT units held by FCOT unitholders in exchange for a combination of cash and new units in FLT. Subject to, among other things, approvals by FCOT and FLT unitholders and the Singapore Court, the proposed merger (including the delisting of FCOT) is currently expected to complete in end-March 2020/April 2020. Further information on the proposed merger can be found in the joint announcement dated 2 December 2019.

¹ CBRE, Singapore Market View, Q3 2019.

² Alexandra Technopark is a high-specification B1 industrial development located at the city-fringe, with certain physical attributes similar to business parks. Due to limited availability of market research information directly relevant to the asset class of Alexandra Technopark, market research information for business parks is provided for indicative reference.

³ Colliers International Research, CBD Office, Second Half 2019.

⁴ Market Overview Thames Valley and Farnborough Area, UK, JLL Research, FCOT 2019 Annual Report.

⁵ JLL Research's definition of the area includes both Farnborough and Camberly.

APPENDIX F – UNAUDITED FINANCIAL STATEMENTS OF THE FCOT GROUP FOR 1Q FY2020



**FRASERS COMMERCIAL TRUST
FINANCIAL STATEMENTS ANNOUNCEMENT
FOR THE QUARTER ENDED 31 DECEMBER 2019**

11. Distributions

(a) Current financial period

Name of distribution

Distribution to Unitholders ("Unitholders' Distribution") for the period from 1 October 2019 to 31 December 2019.

In connection with the joint announcement on the "Proposed Merger of Frasers Logistics & Industrial Trust and Frasers Commercial Trust by way of a Trust Scheme of Arrangement" dated 2 December 2019, the Distribution Reinvestment Plan has been suspended from and including the distribution period from 1 October 2019 to 31 December 2019. All Unitholders will receive the Unitholders' Distribution in cash.

(b)(i) Distribution rate

	Unitholders' Distribution
	cents
Taxable income component	1.0244
Tax-exempt income component	0.7474
Capital component	0.6282
Total	2.4000

The Payment Date and Books Closure Date for the Unitholders' Distribution are stated in Section 11 (d) and (e) below.

(b)(ii) Corresponding period of preceding financial period

Unitholders' Distribution for the period from 1 October 2018 to 31 December 2018.

	Unitholders' Distribution
	cents
Taxable income component	1.3344
Tax-exempt income component	0.5505
Capital component	0.5151
Total	2.4000

(c) Tax rate

Taxable income distribution

Qualifying investors and individuals (other than those who hold their Units through a partnership) will generally receive pre-tax distributions. These distributions are exempt from tax in the hands of individuals unless such distributions are derived through a Singapore partnership or from carrying on of a trade, business or profession.

Qualifying foreign non-individual investors will receive their distributions after deducting of tax at the rate of 10.0%. Other investors will receive their distributions after deduction of tax at the rate of 17.0%.

Tax exempt income distribution

Tax exempt income distribution is exempt from tax in the hands of all Unitholders.

Capital distribution

Capital distribution represents a return of capital for Singapore income tax purpose and not subject to tax. For Unitholders who hold the Units as trading assets, the amount of capital distribution will be applied to reduce the cost base of the Units for the purpose of calculating the amount of taxable trading gains arising from the disposal of Units.

(d) **Date payable** 28 February 2020

(e) **Books closure date:** 31 January 2020

APPENDIX F – UNAUDITED FINANCIAL STATEMENTS OF THE FCOT GROUP FOR 1Q FY2020



FRASERS COMMERCIAL TRUST
FINANCIAL STATEMENTS ANNOUNCEMENT
FOR THE QUARTER ENDED 31 DECEMBER 2019

12. If no distribution has been declared (recommended), a statement to that effect.

Not applicable.

13. If the Group has obtained a general mandate from unitholders for Interested Party Transactions ("IPT"), the aggregate value of such transactions are required under Rule 920(1)(a)(ii). If no IPT mandate has been obtained, a statement to that effect.

There is no general mandate obtained from Unitholders for IPTs.

14. Confirmation pursuant to Rule 705(5) of the SGX-ST Listing Manual

We confirm that to the best of our knowledge, nothing has come to the attention of the Board of Directors of the Manager which may render these interim financial results to be false or misleading, in any material aspect.

15. Confirmation pursuant to Rule 720(1) of the SGX-ST Listing Manual

The Manager confirms that it has procured undertakings from all Directors and Executive Officers (in the format set out in Appendix 7.7) pursuant to Rule 720(1) of the Listing Manual.

For and on behalf of the Board of Directors of the Manager

Bobby Chin Yoke Choong
Director

Christopher Tang Kok Kai
Director

By Order of the Board
Frasers Commercial Asset Management Ltd.
(Company registration no. 200503404G)
As Manager of Frasers Commercial Trust

Catherine Yeo
Company Secretary
15 January 2020

This announcement 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 other companies and venues for the sale/distribution of goods and services, shifts in customer demands, customers and partners, changes in operating expenses, including employee wages, benefits and training, governmental and public policy changes and the continued availability of financing in the amounts and the terms necessary to support future business. You are cautioned not to place undue reliance on these forward looking statements, which are based on the current view of management on future events.

Any discrepancies in the tables included in this announcement between the listed amounts and total thereof are due to rounding.

APPENDIX F – UNAUDITED FINANCIAL STATEMENTS OF THE FCOT GROUP FOR 1Q FY2020



KPMG LLP
16 Raffles Quay #22-00
Hong Leong Building
Singapore 048581

Telephone +65 6213 3388
Fax +65 6225 0984
Internet www.kpmg.com.sg

The Board of Directors
Fraser's Commercial Asset Management Ltd.
(in its capacity as Manager of Fraser's Commercial Trust)
438 Alexandra Road
#21-00 Alexandra Point
Singapore 119958

15 January 2020

Dear Sirs

**Fraser's Commercial Trust and its subsidiaries
Report on review of Interim Financial Information**

Introduction

We have reviewed the accompanying interim financial information (the "Interim Financial Information") of Fraser's Commercial Trust (the "Trust" or "FCOT") and its subsidiaries (the "Group") as at and for the three-month period ended 31 December 2019. The Interim Financial Information comprise the following:

- Consolidated balance sheet of the Group and balance sheet of the Trust as at 31 December 2019;
- Consolidated portfolio statement of the Group and portfolio statement of the Trust as at 31 December 2019;
- Consolidated statement of total return of the Group for the three-month period ended 31 December 2019;
- Consolidated distribution statement of the Group for the three-month period ended 31 December 2019;
- Consolidated statement of movements in Unitholders' Funds of the Group and statement of movements in Unitholders' Funds of the Trust for the three-month period ended 31 December 2019;
- Consolidated cash flow statement of the Group for the three-month period ended 31 December 2019; and
- Certain explanatory notes to the above Interim Financial Information.

The management of Fraser's Commercial Asset Management Ltd. (the "Manager" of the Trust) is responsible for the preparation and presentation of the Interim Financial Information in accordance with the recommendations of Statement of Recommended Accounting Practice ("RAP") 7 *Reporting Framework for Unit Trusts* relevant to interim financial information, issued by the Institute of Singapore Chartered Accountants ("ISCA"). Our responsibility is to express a conclusion on the Interim Financial Information based on our review.

KPMG LLP (Registration No. T08LL1267L), an accounting limited liability partnership registered in Singapore under the Limited Liability Partnership Act (Chapter 163A) and a member firm of the KPMG network of independent member firms affiliated with KPMG International Cooperative ("KPMG International"), a Swiss entity.

APPENDIX F – UNAUDITED FINANCIAL STATEMENTS OF THE FCOT GROUP FOR 1Q FY2020

Frasers Commercial Trust and its subsidiaries
Review of interim financial information
Three-month period ended 31 December 2019



Scope of review

We conducted our review in accordance with Singapore Standard on Review Engagements 2410 *Review of Interim Financial Information Performed by the Independent Auditor of the Entity*. A review of interim financial information consists of making inquiries, primarily of persons responsible for financial and accounting matters, and applying analytical and other review procedures. A review is substantially less in scope than an audit conducted in accordance with Singapore Standards on Auditing and consequently does not enable us to obtain assurance that we would become aware of all significant matters that might be identified in an audit. Accordingly, we do not express an audit opinion.

Other matter

The Interim Financial Information for the comparative three-month period ended 31 December 2018 has not been audited or reviewed.

Conclusion

Based on our review, nothing has come to our attention that causes us to believe that the accompanying Interim Financial Information is not prepared, in all material respects, in accordance with the recommendations of RAP 7 *Reporting Framework for Unit Trusts* relevant to the interim financial information, issued by the ISCA.

Restriction on use

Our report is provided in accordance with the terms of our engagement. Our work was undertaken so that we might report to you on the Interim Financial Information for the purpose of assisting FCOT in complying with the requirement of Rule 25 of Singapore Code of Take-Overs and Mergers and for no other purpose. Our report is included in the unaudited financial statements announcement of FCOT for the three-month period ended 31 December 2019 for the information of its unitholders and the scheme document issued by FCOT in relation to the proposed merger with Frasers Logistics & Industrial Trust by way of a trust scheme of arrangement. We do not assume responsibility to anyone other than FCOT for our work, for our report, or for the conclusions we have reached in our report.

KPMG LLP

KPMG LLP
*Public Accountants and
Chartered Accountants*

Singapore
15 January 2020

APPENDIX F – UNAUDITED FINANCIAL STATEMENTS OF THE FCOT GROUP FOR 1Q FY2020

FRASERS COMMERCIAL TRUST
FINANCIAL STATEMENTS ANNOUNCEMENT
FOR THE QUARTER ENDED 31 DECEMBER 2019



Appendix (cont'd)

EVERCORE

LETTER FROM IFA ON THE UNAUDITED CONSOLIDATED INTERIM FINANCIAL STATEMENTS
OF FRASERS COMMERCIAL TRUST FOR THE THREE MONTHS ENDED 31 DECEMBER 2019

15 January 2020

The Board of Directors of
Fraser's Commercial Asset Management Ltd
(in its capacity as Manager of Fraser's Commercial Trust)
#21-00, Alexandra Point, 438 Alexandra Road
Singapore 119958

British and Malayan Trustees Limited
(in its capacity as Trustee of Fraser's Commercial Trust)
#08-01, The Adelphi, 1 Coleman St
Singapore 179803

Dear Sir/Madam:

**THE MERGER OF FRASERS COMMERCIAL TRUST AND FRASERS LOGISTICS & INDUSTRIAL
TRUST BY WAY OF A TRUST SCHEME OF ARRANGEMENT**

On 15 January 2020, the Board of Directors of Fraser's Commercial Asset Management Ltd (the "FCOT Manager") (the "Board of Directors") announced the unaudited consolidated interim financial statements of Fraser's Commercial Trust and its subsidiaries (collectively, "FCOT Group") for the three-month period ending 31 December 2019 (the "Unaudited Interim Financial Statements") on the Singapore Exchange Securities Trading Limited (the "SGX-ST").

We have examined the Unaudited Interim Financial Statements and have discussed the same with the FCOT Manager. We have also had discussions with KPMG LLP in its capacity as the independent auditor of FCOT Group with respect to its review of the Unaudited Interim Financial Statements and considered its report dated 15 January 2020.

For the purpose of this letter, we have relied on and assumed the accuracy and completeness of all information provided to, or discussed with, us by the management of the FCOT Manager. Save as provided in this letter, we do not express any opinion on the Unaudited Interim Financial Statements. The Board of Directors remain solely responsible for the Unaudited Interim Financial Statements.

Based on the procedures performed and on the basis described above, we are of the opinion that the Unaudited Interim Financial Statements have been prepared by the FCOT Manager after due and careful enquiry.

This letter is provided to the Board of Directors solely for the purpose of complying with Rule 25 of the Singapore Code on Take-overs and Mergers and not for any other purpose.

We do not accept responsibility for any person(s), other than the Board of Directors, in respect of, arising out of, or in connection with this letter.

EVERCORE ASA (SINGAPORE) PTE LTD 11 MARINA BOULEVARD #11-01 MARINA BAY FINANCIAL CENTRE TOWER 1 SINGAPORE 018942 TEL: +65 63907000 FAX: +65 62407001
COMPANY REGISTRATION NUMBER: 102321118H

**APPENDIX F – UNAUDITED FINANCIAL STATEMENTS OF
THE FCOT GROUP FOR 1Q FY2020**

FRASERS COMMERCIAL TRUST
FINANCIAL STATEMENTS ANNOUNCEMENT
FOR THE QUARTER ENDED 31 DECEMBER 2019



Appendix (cont'd)

Yours faithfully,

For and on behalf of
EVERCORE ASIA (SINGAPORE) PTE. LTD.

A handwritten signature in blue ink that reads "Keith Magnus".

Keith Magnus
Chief Executive Officer and
Senior Managing Director
Evercore Asia (Singapore) Pte. Ltd.

EVERCORE

APPENDIX G – FCOT INDEPENDENT AUDIT OPINION



Ernst & Young LLP
One Raffles Quay
North Tower, Level 18
Singapore 048583

Mailing Address:
Robinson Road
PO Box 384
Singapore 900734

Tel: +65 6535 7777
Fax: +65 6532 7662
ey.com

INDEPENDENT AUDITOR'S REPORT

To British and Malayan Trustees Limited (as Trustee of Frasers Commercial Trust), and the Board of Directors of Frasers Commercial Asset Management Ltd. (as Manager of Frasers Commercial Trust)

Opinion

We have audited the statement of logistics and industrial properties of Frasers Logistics & Industrial Trust ("FLT") and its subsidiaries (collectively, the "FLT Group") as at 30 September 2019, and related notes (the "Statement") on pages G-4 to G-10.

In our opinion, the Statement is prepared, in all material respects, in accordance with the basis of accounting described in Note 2 to the Statement.

Basis for Opinion

We conducted our audit in accordance with Singapore Standards on Auditing ("SSAs"). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Statement section of our report. We are independent of the FLT Group in accordance with the Accounting and Corporate Regulatory Authority ("ACRA") Code of Professional Conduct and Ethics for Public Accountants and Accounting Entities ("ACRA Code") together with the ethical requirements that are relevant to our audit of the financial statements in Singapore, and we have fulfilled our other ethical responsibilities in accordance with these requirements and the ACRA Code. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Emphasis of Matter – Basis of Accounting and Restriction on Distribution and Use

We draw attention to Note 2 of the Statement, which describes the basis of accounting. Our work was undertaken so that we might report to you on those matters as stated in Note 2 to the Statement and for no other purpose. Our report has been prepared for inclusion in the scheme document dated 14 February 2020 of Frasers Commercial Trust ("FCOT") to its unitholders in relation to the proposed merger of FLT and FCOT by way of a trust scheme of arrangement, and is not intended for any other purpose. Our opinion is not modified in respect of this matter.

Key Audit Matters

Key audit matters are those matters that, in our professional judgement, were of most significance in our audit of the Statement. These matters were addressed in the context of our audit of the Statement, and in forming our opinion thereon, and we do not provide a separate opinion on these matters. For the matter below, our description of how our audit addressed the matter is provided in that context.

We have fulfilled our responsibilities described in the Auditor's Responsibilities for the Audit of the Statement section of our report, including in relation to this matter. Accordingly, our audit included the performance of procedures designed to respond to our assessment of the risks of material misstatement of the Statement. The results of our audit procedures, including the procedures performed to address the matter below, provide the basis for our audit opinion on the Statement.

APPENDIX G – FCOT INDEPENDENT AUDIT OPINION

Key Audit Matters (Continued)

Carrying value of logistics and industrial properties

The carrying value of logistics and industrial properties amounted to A\$3,554,142,000 as at 30 September 2019. These logistics and industrial properties are stated at fair values based on independent external valuations.

The valuation of the logistics and industrial properties requires significant judgement in the determination of the appropriate valuation methodology and in deciding on the assumptions and estimates that are to be applied in the valuation. The valuation is complex and highly dependent on a range of estimates made by external valuers and agreed upon by the manager of FLT (the “FLT Manager”). As disclosed in Note 4 to the Statement, the valuation of the logistics and industrial properties is highly sensitive to key assumptions such as capitalisation rates, gross and net initial yields, discount rates and terminal yields. A change in these key assumptions may have significant impact on the valuation.

We obtained an understanding of the FLT Group’s process relating to the selection of the external valuers, the determination of the scope of work of the external valuers, and the review of the valuation reports issued by the external valuers. We considered the objectivity, independence and capability of the external valuers and read their terms of engagement to ascertain whether there are matters that might have affected the scope of their work and their objectivity.

We assessed the appropriateness of the valuation models used by the FLT Manager by considering the valuation methodologies adopted for similar property types. We tested the key inputs in the projected cash flows used in the valuation to supporting key information such as contractual terms of the lease and externally available industry and economic data.

We also tested the reasonableness of the capitalisation rates, gross and net initial yields, discount rates and terminal yields used in the valuations by comparing them against available industry data, taking into consideration comparability and market factors. For selected properties, we also involved our internal valuation specialists to assist in evaluating the appropriateness of the capitalisation rates, gross and net initial yields, discount rates and terminal yields used in the valuations. Where necessary, our internal valuation specialists also tested the reasonableness of valuations for these properties by comparing them against recent transacted prices of comparable properties.

Based on the work performed, we consider the FLT Manager’s methodology applied to be appropriate and key assumptions used by them to be reasonable.

We assessed the adequacy of the disclosures in Note 4 of the Statement relating to the key assumptions used in the valuation process, taking into consideration the estimation uncertainty and sensitivity of the valuations.

Responsibilities of the FLT Manager for the Statement

The FLT Manager is responsible for the preparation of the Statement in accordance with the basis of accounting stated in Note 2 of the Statement; and for such internal control as the FLT Manager determines is necessary to enable the preparation of the carrying value that is free from material misstatement, whether due to fraud or error.

The FLT Manager is responsible for overseeing the FLT Group’s financial reporting process.

APPENDIX G – FCOT INDEPENDENT AUDIT OPINION

Auditor's Responsibilities for the Audit of the Statement

Our objectives are to obtain reasonable assurance about whether the Statement is free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with SSAs will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of the Statement.

As part of an audit in accordance with SSAs, we exercise professional judgement and maintain professional scepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the Statement, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of FLT's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates, if any, and related disclosures made by the FLT Manager.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

We also provide those charged with governance with a statement that we have complied with relevant ethical requirements regarding independence, and to communicate with them all relationships and other matters that may reasonably be thought to bear on our independence, and where applicable, related safeguards.

The engagement partner on the audit resulting in this independent auditor's report is Lee Wei Hock.

Ernst & Young LLP
Public Accountants and
Chartered Accountants
Singapore

14 February 2020

APPENDIX G – FCOT INDEPENDENT AUDIT OPINION

Statement of Logistics and industrial Properties of Frasers Logistics & Industrial Trust and its Subsidiaries as at 30 September 2019

	Note	As at 30 September 2019 A\$'000
Logistics and industrial properties	3	<u>3,554,142</u>

APPENDIX G – FCOT INDEPENDENT AUDIT OPINION

Notes to the Statement of Logistics and Industrial Properties of Frasers Logistics and Industrial Trust and its Subsidiaries as at 30 September 2019

1. Purpose of the Statement

The Statement is prepared for the purpose of giving additional comfort to the unitholders of Frasers Commercial Trust that the carrying value of the logistics and industrial properties of Frasers Logistics & Industrial Trust (“FLT”) and its subsidiaries (collectively, the “FLT Group”) as at 30 September 2019 was presented, in all material respects, in accordance with the Basis of Accounting as set out in Note 2 and that, accordingly, the logistics and industrial properties held by the FLT Group were stated at fair values.

The Statement is prepared by Frasers Logistics & Investment Asset Management Pte. Ltd., as manager of FLT (the “Manager”).

2. Basis of Accounting

2.1 Statement of compliance

The Statement is prepared in accordance with the significant accounting policies set out in Note 2.

2.2 Functional and presentation currency

The Statement is presented in Australian Dollars, which is the functional currency of FLT. All financial information presented are rounded to the nearest thousand (“A\$’000”), except where otherwise indicated.

2.3 Use of judgements and estimates

The preparation of the Statement requires the FLT Manager to make judgements, estimates and assumptions that affect the application of accounting policies and the reported carrying amount of the logistics and industrial properties. Actual results may differ from these estimates. These estimates and underlying assumptions are reviewed on an ongoing basis. Revisions to accounting estimates are recognised in the period in which the estimates are revised and in any future periods affected.

The key assumptions concerning the future and other key sources of estimation uncertainty at the reporting date that have a significant risk of causing a material adjustment to the carrying amounts of assets within the next financial year are discussed below:

Valuation of completed logistics and industrial properties

The Group’s logistics and industrial properties are stated at their fair values, which are determined annually based on independent professional valuations undertaken. The fair values of logistics and industrial properties are determined using capitalisation and discounted cash flow methods. These estimated fair values may differ from the prices at which the Group’s logistics and industrial properties could be sold at a particular time, since actual selling prices are negotiated between willing buyers and sellers. Also, certain estimates require an assessment of factors not within the FLT Manager’s control, such as overall market conditions. As a result, actual results of operations and realisation of these logistics and industrial properties could differ from the estimates set forth in these financial statements, and the difference could be significant. The carrying amount of logistics and industrial properties is disclosed in note 3.

APPENDIX G – FCOT INDEPENDENT AUDIT OPINION

Notes to the Statement of Logistics and Industrial Properties of Frasers Logistics and Industrial Trust and its Subsidiaries as at 30 September 2019

2. Basis of Accounting (Continued)

2.3 Use of estimates and judgements (continued)

Measurement of fair values

When measuring the fair value of an asset or a liability, the FLT Group uses observable market data as far as possible. Fair values are categorised into different levels in a fair value hierarchy based on the inputs used in the valuation techniques as follows:

- Level 1: quoted prices (unadjusted) in active markets for identical assets or liabilities.
- Level 2: inputs other than quoted prices included in Level 1 that are observable for the asset or liability, either directly (i.e. as prices) or indirectly (i.e. derived from prices).
- Level 3: inputs for the asset or liability that are not based on observable market data (unobservable inputs).

If the inputs used to measure the fair value of an asset or a liability fall into different levels of the fair value hierarchy, then the fair value measurement is categorised in its entirety in the same level of the fair value hierarchy as the lowest level input that is significant to the entire measurement (with Level 3 being the lowest).

The FLT Group recognises transfers between levels of the fair value hierarchy as of the end of the reporting period during which the change has occurred.

2.4 Significant accounting policies

Logistics and industrial properties

Logistics and industrial properties are properties held to earn rental income and capital appreciation, but not for sale in the ordinary course of business, use in the production or supply of goods or services, or for administrative purposes.

Logistics and industrial properties are measured at cost on initial recognition. Cost includes expenditure that is directly attributable to the acquisition of the logistics and industrial properties.

Subsequent to initial recognition, logistics and industrial properties are measured at fair value.

Fair value is determined at each reporting date in accordance with the trust deed constituting FLT dated 30 November 2015 (as amended) between Frasers Logistics & Industrial Asset Management Pte. Ltd. and Perpetual (Asia) Limited, which required the logistics and industrial properties to be valued by independent professional valuers at least once a year, in accordance with the Code on Collective Investment Schemes (“CCIS”) issued by the Monetary Authority of Singapore.

Logistics and industrial property that is being constructed for future use to earn rental income and capital appreciation is accounted for at fair value.

APPENDIX G – FCOT INDEPENDENT AUDIT OPINION

Notes to the Statement of Logistics and Industrial Properties of Frasers Logistics and Industrial Trust and its Subsidiaries as at 30 September 2019

3. Logistics and industrial properties

	As at 30 September 2019 A\$'000
Logistics and industrial properties	3,554,142

Logistics and industrial properties comprise properties in Australia and Europe that are leased to third parties under operating leases.

Logistics and industrial properties are stated at fair value at the reporting date. As at 30 September 2019, the fair values of the logistics and industrial properties in Australia were based on independent valuations undertaken by CIVAS (VIC) Pty Limited (Colliers), Knight Frank NSW Valuations & Advisory Pty Ltd (KF), Savills Valuations Pty Ltd (Savills) and Urbis Valuations Pty Ltd, and the fair values of the investment properties in Germany and Netherlands were based on independent valuations by CBRE Ltd, Colliers International Valuation UK LLP and Jones Lang LaSalle SE.

Logistics and industrial properties with a carrying amount of A\$1,218,066,000 are pledged as security to secure bank loans.

4. Fair value of logistics and industrial properties

(a) Fair value hierarchy

The fair values of the completed logistics and industrial properties were determined using the capitalisation and/or discounted cash flow methods. The valuation methods involve making certain estimates including those relating to capitalisation rate, gross initial yield, net initial yield, discount rate and terminal yield.

The fair value measurement for all logistics and industrial properties has been categorised as a Level 3 fair value based on the inputs to the valuation techniques used. Details of the inputs used in the valuation techniques are disclosed below.

APPENDIX G – FCOT INDEPENDENT AUDIT OPINION

Notes to the Statement of Logistics and Industrial Properties of Frasers Logistics and Industrial Trust and its Subsidiaries as at 30 September 2019

4. Fair value of logistics and industrial properties (continued)

(b) Valuation techniques and significant unobservable inputs

The following table shows the valuation techniques used in measuring Level 3 fair values, as well as the significant unobservable inputs used.

Type	Valuation techniques	Significant unobservable inputs	Australia	Europe
Completed logistics and industrial properties	Capitalisation method	Capitalisation rate	5.25% to 15.64%	Not applicable
		Gross initial yield ⁽¹⁾	Not applicable	4.56% to 6.51% ⁽³⁾
		Net initial yield ⁽²⁾	Not applicable	4.14% to 5.86% ⁽³⁾
	Discounted cash flow method	Discount rate	6.50% to 9.00%	5.50% to 7.50% ⁽³⁾
		Terminal yield	5.25% to 44.86%	4.50% to 6.50% ⁽³⁾

(1) Rent divided by net property value

(2) Rent net of non-recoverable expenses divided by gross property value

(3) In 2019, 10 properties in the European portfolio were valued using the discounted cash flow method

APPENDIX G – FCOT INDEPENDENT AUDIT OPINION

Notes to the Statement of Logistics and Industrial Properties of Frasers Logistics and Industrial Trust and its Subsidiaries as at 30 September 2019

4. Fair value of logistics and industrial properties (continued)

(b) Valuation techniques and significant unobservable inputs (continued)

Inter-relationship between key unobservable inputs and fair value measurements

The significant unobservable inputs used in the fair value measurement of completed logistics and industrial properties are capitalisation rate, gross initial yield, net initial yield, discount rate and terminal yield. An increase in capitalisation rate, gross initial yield, net initial yield, discount rate and terminal yield in isolation would result in a lower fair value.

Key unobservable inputs relate to:

- Capitalisation rate corresponds to a rate of return on a property based on the income that the property is expected to generate.
- Gross initial yield corresponds to a rate of return on a property based on the current passing income.
- Net initial yield corresponds to a rate of return on a property based on the current passing income net of estimated non-recoverable expenses.
- Discount rate represents the required rate of return, adjusted for a risk premium that reflects the risks relevant to the asset.
- Terminal yield reflects the exit capitalisation rate applied to a projected terminal cash flow.

(c) Valuation policies and procedures

The fair values of logistics and industrial properties are determined by independent professional valuers. The appropriateness of the valuation methodologies and assumptions adopted are reviewed by the FLT Manager along with the appropriateness and reliability of the inputs used in the valuations.

In selecting the appropriate valuation models and inputs to be adopted for each valuation that uses significant non-observable inputs, the independent professional valuers are required to recalibrate the valuation models and inputs to actual market transactions (which may include transactions entered into by the FLT Group with third parties as appropriate) that are relevant to the valuation if such information is reasonably available.

Significant changes in fair value measurements from period to period are evaluated for reasonableness. Key drivers of the changes are identified and assessed for reasonableness against relevant information from independent sources, or internal sources if necessary.

APPENDIX G – FCOT INDEPENDENT AUDIT OPINION

Notes to the Statement of Logistics and Industrial Properties of Frasers Logistics and Industrial Trust and its Subsidiaries as at 30 September 2019

4. Fair value of logistics and industrial properties (continued)

(c) Valuation policies and procedures (continued)

In accordance with the FLT Group's reporting policies, the valuation process and the results of the independent valuations are reviewed once a year by the FLT Manager's Audit, Risk and Compliance Committee before the results are presented to the FLT Manager's Board of Directors for approval.

In relying on the valuation reports, the FLT Manager had exercised its judgement and was satisfied that the independent valuers have the appropriate professional qualifications and experience in the location and category of the properties being valued and the valuation estimates were reflective of the current market conditions.

APPENDIX H – NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE OF EXTRAORDINARY GENERAL MEETING



FRASERS COMMERCIAL TRUST

(a real estate investment trust constituted on 12 September 2005
under the laws of the Republic of Singapore)

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that an **EXTRAORDINARY GENERAL MEETING** of the holders of FCOT Units (the "**FCOT Unitholders**") of Frasers Commercial Trust ("**FCOT**") will be held at Level 3, Summit 2, Suntec Singapore Convention & Exhibition Centre, 1 Raffles Boulevard, Suntec City, Singapore 039593 on 11 March 2020 at 2.30 p.m., for the purpose of considering and, if thought fit, passing, with or without modifications, the following resolution:

FCOT TRUST DEED AMENDMENTS RESOLUTION (EXTRAORDINARY RESOLUTION)

THE FCOT TRUST DEED AMENDMENTS

That:

- (a) approval be and is hereby given to amend the FCOT Trust Deed dated 12 September 2005 constituting FCOT (as further amended and supplemented) ("**FCOT Trust Deed**"), with the proposed amendments to the FCOT Trust Deed (the "**FCOT Trust Deed Amendments**") being described and set out in Appendix D to the Scheme Document dated 14 February 2020; and
- (b) Frasers Commercial Asset Management Ltd. (as manager of FCOT) (the "**FCOT Manager**"), any director of the FCOT Manager ("**Director**"), and British and Malayan Trustees Limited, in its capacity as trustee of FCOT ("**FCOT Trustee**") be and are hereby severally authorised to complete and do all such acts and things (including executing all such documents as may be required) as the FCOT Manager, such Director or as the case may be, the FCOT Trustee, may consider expedient or necessary or in the interests of FCOT to give effect to the FCOT Trust Deed Amendments.

By Order of the Board of Directors

Frasers Commercial Asset Management Ltd.
(Company Registration No. 200503404G)
As manager of Frasers Commercial Trust

14 February 2020

APPENDIX H – NOTICE OF EXTRAORDINARY GENERAL MEETING

Notes:

- (1) A FCOT Unitholder (who is not a Relevant Intermediary) entitled to attend, speak and vote at the Extraordinary General Meeting is entitled to appoint not more than two (2) proxies to attend, speak and vote in the FCOT Unitholder's stead. A proxy need not be a FCOT Unitholder. Where a FCOT Unitholder appoints more than one (1) proxy, the appointments shall be invalid unless the FCOT Unitholder specifies the proportion of the FCOT Unitholder's holdings (expressed as a percentage of the whole) to be represented by each proxy.
- (2) A FCOT Unitholder who is a Relevant Intermediary entitled to attend, speak and vote at the Extraordinary General Meeting is entitled to appoint more than two (2) proxies to attend, speak and vote instead of the FCOT Unitholder, but each proxy must be appointed to exercise the rights attached to a different FCOT Unit or FCOT Units held by such FCOT Unitholder. Where such FCOT Unitholder appoints more than two (2) proxies, the appointments shall be invalid unless the FCOT Unitholder specifies in the proxy form the number of FCOT Units in relation to which each proxy has been appointed.

"Relevant Intermediary" means:

- (a) a banking corporation licensed under the Banking Act (Chapter 19 of Singapore) or a wholly-owned subsidiary of such a banking corporation, whose business includes the provision of nominee services and who holds FCOT Units in that capacity;
 - (b) a person holding a capital markets services licence to provide custodial services for securities under the Securities and Futures Act (Chapter 289 of Singapore) who holds FCOT Units in that capacity; or
 - (c) the Central Provident Fund Board ("**CPF Board**") established by the Central Provident Fund Act (Chapter 36 of Singapore), in respect of FCOT Units purchased under the subsidiary legislation made under that Act providing for the making of investments from the contributions and interest standing to the credit of members of the Central Provident Fund, if the CPF Board holds those FCOT Units in the capacity of an intermediary pursuant to or in accordance with that subsidiary legislation.
- (3) The proxy form must be lodged at the Unit Registrar's office, Boardroom Corporate & Advisory Services Pte. Ltd., at 50 Raffles Place, #32-01, Singapore Land Tower, Singapore 048623 not less than 72 hours before the time set for holding the Extraordinary General Meeting.

Personal Data Privacy:

By either (a) attending the Extraordinary General Meeting or (b) submitting an instrument appointing a proxy(ies) and/or representative(s) to attend, speak and vote at the Extraordinary General Meeting and/or any adjournment thereof, a FCOT Unitholder (i) consents to the collection, use and disclosure of the FCOT Unitholder's personal data by the FCOT Manager and the FCOT Trustee (or their agents) for the purpose of the processing and administration by the FCOT Manager and the FCOT Trustee (or their agents) of proxies and representatives appointed for the Extraordinary General Meeting (including any adjournment thereof) and the preparation and compilation of the attendance lists, minutes and other documents relating to the Extraordinary General Meeting (including any adjournment thereof), and in order for the FCOT Manager and the FCOT Trustee (or their agents) to comply with any applicable laws, listing rules, regulations and/or guidelines (collectively, the "**Purposes**"), (ii) warrants that where the FCOT Unitholder discloses

APPENDIX H – NOTICE OF EXTRAORDINARY GENERAL MEETING

the personal data of the FCOT Unitholder's proxy(ies) and/or representative(s) to the FCOT Manager and the FCOT Trustee (or their agents), the FCOT Unitholder has obtained the prior consent of such proxy(ies) and/or representative(s) for the collection, use and disclosure by the FCOT Manager and the FCOT Trustee (or their agents) of the personal data of such proxy(ies) and/or representative(s) for the Purposes, and (iii) agrees that the FCOT Unitholder will indemnify the FCOT Manager and the FCOT Trustee (or their agents) in respect of any penalties, liabilities, claims, demands, losses and damages as a result of the FCOT Unitholder's breach of warranty.

Important Notice from the FCOT Manager on the Novel Coronavirus

As the Novel Coronavirus situation continues to evolve, the FCOT Manager is closely monitoring the situation, including any precautionary measures which may be required or recommended by government agencies to minimise the risk of spread of the Novel Coronavirus. The FCOT Manager reserves the right to take any measures as appropriate in order to minimise any risk to FCOT Unitholders and others attending the Extraordinary General Meeting and/or the Trust Scheme Meeting. In the event that such measures are adopted, the FCOT Manager will make announcements as appropriate.

This page has been intentionally left blank.

APPENDIX I – MANNER OF CONVENING TRUST SCHEME MEETING

The manner of convening the Trust Scheme Meeting as ordered by the Court under the Trust Scheme Meeting Court Order is set out below:

1. The FCOT Manager and the FCOT Trustee shall be at liberty to convene the Trust Scheme Meeting at a date, time and venue in Singapore to be determined by the FCOT Manager and the FCOT Trustee.
2. The notice convening the Trust Scheme Meeting (“**Notice**”), together with a copy of the Scheme Document, shall be provided to the FCOT Unitholders at least 21 clear days (not inclusive of the day on which the Notice is served and of the day of the Trust Scheme Meeting) before the date of the Trust Scheme Meeting in the following manner:
 - (a) in the case of FCOT Unitholders whose FCOT Units are not deposited with CDP, by ordinary post to or left at the FCOT Unitholder’s address as appearing in the Register of FCOT Unitholders or in the case of joint FCOT Unitholders, to the joint FCOT Unitholder whose name stands first in the Register of FCOT Unitholders; and
 - (b) in the case of FCOT Unitholders whose FCOT Units are deposited with CDP, by ordinary post to or left at the FCOT Unitholder’s address as appearing in the Depository Register, or in the case of joint depositors, to the joint depositor whose name stands first as appearing in the Depository Register,

save that, where there are potential restrictions on sending the Notice and/or the Scheme Document to any overseas jurisdiction, the FCOT Manager and the FCOT Trustee need not send the Scheme Document to the FCOT Unitholders in such overseas jurisdiction.
3. The Notice shall be advertised in the “The Straits Times”, stating the place at which and the manner in which the Scheme Document may be obtained, at least 21 clear days before the date of the Trust Scheme Meeting.
4. Further and/or in addition to Paragraphs 2 and 3 above, an electronic copy of the Scheme Document shall be made available at the website of the SGX-ST at least 21 clear days before the date of the Trust Scheme Meeting. A FCOT Unitholder in an overseas jurisdiction may also write in to the Unit Registrar, Boardroom Corporate & Advisory Services Pte. Ltd., at its registered office at 50 Raffles Place, #32-01, Singapore Land Tower, Singapore 048623, to request for the Scheme Document to be sent to an address in Singapore by ordinary post up to three (3) Market Days prior to the date of the Trust Scheme Meeting at such FCOT Unitholder’s own risk.
5. Any accidental omission to give any FCOT Unitholder notice of the Trust Scheme Meeting or the non-receipt of such notice by any FCOT Unitholder shall not invalidate the proceedings at the Trust Scheme Meeting, unless ordered by the Court.
6. Subject to any restrictions under law or set by any relevant regulatory authority, each FCOT Unitholder is entitled to attend, speak and vote at the Trust Scheme Meeting either in person or by proxy and, unless the Court orders otherwise:
 - (i) shall be entitled to appoint only one (1) proxy to attend, speak and vote at the Trust Scheme Meeting; and
 - (ii) may only cast all the votes it uses at the Trust Scheme Meeting in one (1) way, namely, either for or against each of the resolution(s) proposed at the Trust Scheme Meeting.

APPENDIX I – MANNER OF CONVENING TRUST SCHEME MEETING

7. Proxy forms must be completed, signed and deposited with the Unit Registrar at its registered office at 50 Raffles Place, #32-01, Singapore Land Tower, Singapore 048623 not less than 72 hours before the time fixed for the Trust Scheme Meeting. If a FCOT Unitholder fails to lodge a proxy form as stipulated, the proxy of such FCOT Unitholder shall not be entitled to vote at the Trust Scheme Meeting.
8. The FCOT Manager and the FCOT Trustee propose that Mr. Bobby Chin Yoke Choong, a director of the board of directors of the FCOT Manager, or failing him, any other director of the FCOT Manager, be appointed to act as Chairman of the Trust Scheme Meeting and be directed to report the voting results of the Trust Scheme Meeting to the Court as soon as possible after the Trust Scheme Meeting.
9. The Chairman shall be at liberty to adjourn the Trust Scheme Meeting for such period as he shall deem appropriate.
10. Save where expressly provided herein, the provisions of FCOT Trust Deed in relation to meetings of FCOT Unitholders may be applied in respect of the Trust Scheme Meeting as appropriate in the discretion of the Chairman of the Trust Scheme Meeting.

APPENDIX J – THE TRUST SCHEME

TRUST SCHEME OF ARRANGEMENT

Under Order 80 of the Rules of Court (Cap. 322, R5, 2014 Rev Ed)

In the matter of

FRASERS COMMERCIAL TRUST

(a real estate investment trust constituted on 12 September 2005 under the laws of the Republic of Singapore)

Between

1. **FRASERS COMMERCIAL ASSET MANAGEMENT LTD. (in its capacity as manager of Frasers Commercial Trust)** (Company Registration Number: 200503404G)
2. **BRITISH AND MALAYAN TRUSTEES LIMITED (in its capacity as trustee of Frasers Commercial Trust)** (Company Registration Number: 192400010M)

And

THE FCOT UNITHOLDERS

(as defined herein)

And

FRASERS LOGISTICS & INDUSTRIAL ASSET MANAGEMENT PTE. LTD.

(in its capacity as manager of Frasers Logistics & Industrial Trust)

(Company Registration Number: 201528178Z)

And

PERPETUAL (ASIA) LIMITED

(in its capacity as trustee of Frasers Logistics & Industrial Trust)

(Company Registration Number: 200518022M)

APPENDIX J – THE TRUST SCHEME

CONTENTS

1. Definitions	J-3
2. Preamble	J-7
3. Scheme Conditions and Effectiveness of this Trust Scheme.....	J-7
4. Terms of this Trust Scheme	J-8
5. Scheme Consideration	J-9
6. Effective Date.....	J-11
7. Proper Law and Jurisdiction	J-12
8. Contracts (Rights of Third Parties) Act (Chapter 53B of Singapore)	J-12
9. Capacity and Liability of the FCOT Trustee	J-12

APPENDIX J – THE TRUST SCHEME

1. DEFINITIONS

1.1 In this Trust Scheme (as defined below), the following definitions shall apply throughout unless the context otherwise requires:

<u>“Books Closure Date”</u>	:	The date to be announced (before the Effective Date) by the FCOT Manager on which the Transfer Books and the Register of FCOT Unitholders will be closed in order to determine the entitlements of the FCOT Unitholders in respect of this Trust Scheme
<u>“Business Day”</u>	:	A day (other than Saturday, Sunday or gazetted public holiday) on which commercial banks are open for business in Singapore for the transaction of normal banking business
<u>“Cash Consideration”</u>	:	S\$0.151 in cash with respect to each Trust Scheme Unit
<u>“CDP”</u>	:	The Central Depository (Pte) Limited
<u>“Code”</u>	:	The Singapore Code on Take-overs and Mergers
<u>“Consideration Units”</u>	:	1.233 FLT Units with respect to each Trust Scheme Unit
<u>“Court”</u>	:	The High Court of the Republic of Singapore, or where applicable on appeal, the Court of Appeal of the Republic of Singapore
<u>“Effective Date”</u>	:	The date on which the Trust Scheme becomes effective in accordance with its terms
<u>“Encumbrances”</u>	:	Any charge, assignment, mortgage, pledge, lien, hypothecation, restriction, judgment, encumbrance, easement, right of pre-emption, right to acquire, option, security, title retention, preferential right, trust arrangement or other security interest or any other agreement or arrangement having a commercial effect analogous to the conferring of security or a similar right in favour of any person
<u>“Entitled FCOT Unitholders”</u>	:	FCOT Unitholders as at 5.00 p.m. on the Books Closure Date
<u>“FCOT”</u>	:	Frasers Commercial Trust
<u>“FCOT Manager”</u>	:	Frasers Commercial Asset Management Ltd., as manager of FCOT

APPENDIX J – THE TRUST SCHEME

<u>“FCOT Permitted Distributions”</u>	:	The distributions in cash announced, declared, paid or made by the FCOT Manager to the FCOT Unitholders in the ordinary course of business and the usual quantum in respect of the period from 1 October 2019 up to the day immediately before the Effective Date (including any clean-up distribution to the FCOT Unitholders in respect of the period from the day immediately following the latest completed financial quarter of FCOT preceding the Effective Date, up to the day immediately before the Effective Date)
<u>“FCOT Trust Deed”</u>	:	The trust deed dated 12 September 2005 made between the FCOT Trustee and the FCOT Manager constituting FCOT (as amended and supplemented from time to time)
<u>“FCOT Trustee”</u>	:	British and Malayan Trustees Limited, in its capacity as trustee of FCOT
<u>“FCOT Unit”</u>	:	An issued and paid-up unit in FCOT
<u>“FCOT Unitholders”</u>	:	The holders of the FCOT Units from time to time, and each an <u>“FCOT Unitholder”</u>
<u>“FLT”</u>	:	Frasers Logistics & Industrial Trust
<u>“FLT Acquisition”</u>	:	The acquisition by the FLT Trustee of all the FCOT Units in accordance with the terms of the Implementation Agreement
<u>“FLT Group”</u>	:	FLT and the FLT Subsidiaries, and each entity in the FLT Group shall be referred to as an <u>“FLT Group Entity”</u>
<u>“FLT Manager”</u>	:	Frasers Logistics & Industrial Asset Management Pte. Ltd., as manager of FLT
<u>“FLT Permitted Distributions”</u>	:	The distributions announced, declared, paid or made by the FLT Manager to the FLT Unitholders in the ordinary course of business and the usual quantum in respect of the period from 1 October 2019 up to the day immediately before the Effective Date (including any clean-up distribution to the FLT Unitholders in respect of the period from the day immediately following the latest completed financial half year of FLT preceding the Effective Date, up to the day immediately before the Effective Date)

APPENDIX J – THE TRUST SCHEME

<u>“FLT Trust Deed”</u>	:	The trust deed dated 30 November 2015 made between the FLT Trustee and the FLT Manager constituting FLT (as amended and supplemented from time to time)
<u>“FLT Trustee”</u>	:	Perpetual (Asia) Limited, in its capacity as trustee of FLT
<u>“FLT Unit”</u>	:	An issued and paid-up unit in FLT
<u>“FLT Unitholders”</u>	:	The holders of FLT Units from time to time
<u>“Implementation Agreement”</u>	:	The implementation agreement dated 2 December 2019 entered into between the FLT Trustee, the FLT Manager, the FCOT Trustee and the FCOT Manager, setting out the terms and conditions on which the Trust Scheme will be implemented
<u>“Joint Announcement Date”</u>	:	2 December 2019, being the date of the Joint Announcement
<u>“Long-Stop Date”</u>	:	30 June 2020, or such other date as the Parties may agree in writing
<u>“Merger”</u>	:	The merger of FLT and FCOT pursuant to the Implementation Agreement, the FLT Acquisition and the Trust Scheme
<u>“Parties”</u>	:	The parties to the Implementation Agreement, being the FLT Trustee, the FLT Manager, the FCOT Trustee, and the FCOT Manager, and <u>“Party”</u> means any one (1) of them
<u>“Register of FCOT Unitholders”</u>	:	The register of FCOT Unitholders
<u>“Relevant Date”</u>	:	The date falling on the Business Day immediately preceding the Effective Date
<u>“Scheme Conditions”</u>	:	The conditions precedent in the Implementation Agreement which must be satisfied (or, where applicable, waived) by the Long-Stop Date for the Trust Scheme to be implemented and which are reproduced in Paragraph 2.10(a) of the Letter to FCOT Unitholders

APPENDIX J – THE TRUST SCHEME

<u>“Scheme Consideration”</u>	:	With respect to each Trust Scheme Unit: (a) the Cash Consideration; and (b) the Consideration Units
<u>“Scheme Document”</u>	:	The document dated 14 February 2020 and any other document(s) which may be issued by or on behalf of the FCOT Manager to amend, revise, supplement or update the document(s) from time to time
<u>“Securities Account”</u>	:	The relevant securities account maintained by a depositor with CDP but does not include a securities sub-account
<u>“SFA”</u>	:	Securities and Futures Act (Chapter 289 of Singapore)
<u>“SGX-ST”</u>	:	Singapore Exchange Securities Trading Limited
<u>“S\$”</u>	:	Singapore dollars, being the lawful currency of Singapore
<u>“Trust Scheme”</u>	:	The trust scheme of arrangement by which all of the FCOT Units are to be transferred to the FLT Trustee substantially on the terms and conditions set out in the Implementation Agreement
<u>“Trust Scheme Unit”</u>	:	An issued and paid-up FCOT Unit as at the Books Closure Date
<u>“Unit Registrar”</u>	:	Boardroom Corporate & Advisory Services Pte. Ltd., with its registered office at 50 Raffles Place, #32-01, Singapore Land Tower, Singapore 048623, the unit registrar of FCOT

1.2 The terms **“depositor”** and **“Depository Register”** shall have the meanings ascribed to them respectively in Section 81SF of the SFA.

1.3 The headings in this Trust Scheme are inserted for convenience only and shall be ignored in construing this Trust Scheme.

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

1.5 Any reference to any enactment is a reference to that enactment as for the time being amended or re-enacted. Any word defined under the SFA or the Code or any modification

APPENDIX J – THE TRUST SCHEME

thereof and used in this Trust Scheme shall, where applicable, have the same meaning assigned to it under the SFA or the Code or any modification thereof, as the case may be, unless otherwise provided.

- 1.6 Any reference to any document or agreement shall include a reference to such document or agreement as amended, modified, supplemented and/or varied from time to time.
- 1.7 Any reference to a time of day and date in this Trust Scheme shall be a reference to Singapore time of day and date respectively, unless otherwise specified.

2. PREAMBLE

- 2.1 FCOT is a real estate investment trust constituted on 12 September 2005 in the Republic of Singapore under the FCOT Trust Deed. FCOT is managed by the FCOT Manager.
- 2.2 FCOT was listed on the Main Board of the SGX-ST on 30 March 2006.
- 2.3 FLT is a real estate investment trust constituted in the Republic of Singapore under the FLT Trust Deed and was listed on the Main Board of the SGX-ST on 20 June 2016. FLT is managed by the FLT Manager.
- 2.4 On 2 December 2019, the respective boards of directors of the FCOT Manager and the FLT Manager jointly announced the Merger, which shall be effected through the acquisition by the FLT Trustee of all the FCOT Units held by the FCOT Unitholders by way of a trust scheme of arrangement in compliance with the Code.
- 2.5 The FLT Trustee, the FLT Manager, the FCOT Trustee, and the FCOT Manager have entered into the Implementation Agreement which sets out the terms and conditions on which this Trust Scheme will be implemented, and their respective rights and obligations with respect to this Trust Scheme.
- 2.6 The main purpose of this Trust Scheme is to give effect to the Merger.
- 2.7 The FLT Manager has agreed to appear by legal counsel at the hearing of the application to sanction this Trust Scheme, and to consent thereto, and to undertake to the Court to be bound thereby and to execute and do and procure to be executed and done all such documents, acts and things as may be necessary and desirable to be executed or done by it for the purpose of giving effect to this Trust Scheme.

3. SCHEME CONDITIONS AND EFFECTIVENESS OF THIS TRUST SCHEME

This Trust Scheme is conditional upon each condition precedent set out in Clause 3 of the Implementation Agreement (as reproduced in Paragraph 2.10(a) of the Letter to FCOT Unitholders) being satisfied or, where applicable, waived in accordance with the terms of the Implementation Agreement.

APPENDIX J – THE TRUST SCHEME

4. TERMS OF THIS TRUST SCHEME

- 4.1 The Trust Scheme is proposed to be effected in accordance with the Code and the FCOT Trust Deed, subject to the terms and conditions of the Implementation Agreement. Upon the Trust Scheme becoming effective and binding in accordance with its terms, all the FCOT Units will be transferred to the FLT Trustee fully paid, free from all Encumbrances, and together with all rights, benefits and entitlements attaching thereto as at the Joint Announcement Date and thereafter attaching thereto, including the right to receive and retain all rights and other distributions (if any) declared by FCOT on or after the Joint Announcement Date, except for the FCOT Permitted Distributions.
- 4.2 Subject to the terms and conditions of the Implementation Agreement, the FCOT Manager and the FLT Manager are each permitted to announce, declare, make or pay distributions in cash to the FCOT Unitholders and the FLT Unitholders (as the case may be) only if such distributions are announced, declared, paid or made by the FCOT Manager or the FLT Manager (as the case may be), in the ordinary course of business and the usual quantum in respect of the period from 1 October 2019 up to the day immediately before the Effective Date, including any clean-up distribution in respect of the period from the day immediately following (a) the latest completed financial quarter of FCOT or (b) the latest completed financial half year of FLT (as the case may be) preceding the Effective Date, up to the day immediately before the Effective Date (respectively, the FCOT Permitted Distributions and FLT Permitted Distributions).
- 4.3 For the avoidance of doubt, the FCOT Unitholders as at the Books Closure Date shall have the right to receive and retain the FCOT Permitted Distributions (if any) in addition to the Scheme Consideration.
- 4.4 For the purpose of giving effect to this Trust Scheme as provided for in Paragraph 4.1 of this Trust Scheme, the FLT Manager and the FCOT Manager will (subject to the Scheme Conditions having been satisfied or, as the case may be, waived in accordance with the Implementation Agreement) take the necessary steps to render this Trust Scheme effective and binding, and the following will be implemented:
- (a) the FCOT Units will be transferred to the FLT Trustee as follows:
 - (i) in the case of Entitled FCOT Unitholders (not being depositors), the FCOT Manager shall authorise any person to execute or effect on behalf of all such Entitled FCOT Unitholders an instrument or instruction of transfer of all the FCOT Units held by such Entitled FCOT Unitholders and every such instrument or instruction of transfer so executed shall be effective as if it had been executed by the relevant Entitled FCOT Unitholder; and
 - (ii) in the case of the Entitled FCOT Unitholders (being depositors), the FCOT Manager shall instruct CDP, for and on behalf of such Entitled FCOT Unitholders, to debit, not later than seven (7) Business Days after the Effective Date, all of the FCOT Units standing to the credit of the Securities Accounts of such Entitled FCOT Unitholders and credit all of such FCOT Units to the Securities Accounts of the FLT Trustee;
 - (b) from the Effective Date, all existing confirmation notes relating to the FCOT Units held by the Entitled FCOT Unitholders (not being depositors) will cease to be evidence of title of the FCOT Units represented thereby;

APPENDIX J – THE TRUST SCHEME

- (c) the Entitled FCOT Unitholders (not being depositors) are required to forward their existing confirmation notes relating to their FCOT Units to the Unit Registrar, Boardroom Corporate & Advisory Services Pte. Ltd., at 50 Raffles Place, #32-01, Singapore Land Tower, Singapore 048623 as soon as possible, but not later than seven (7) Business Days after the Effective Date for cancellation; and
- (d) the FLT Trustee and the FLT Manager shall, not later than seven (7) Business Days after the Effective Date, and against the transfer of the FCOT Units set out in Paragraph 4.4(a) above, make payment of the Scheme Consideration to the Entitled FCOT Unitholders in the manner set out in Paragraph 5 below.

5. SCHEME CONSIDERATION

5.1 In consideration of the transfer of the FCOT Units, each of the FLT Trustee and the FLT Manager will, upon this Trust Scheme becoming effective in accordance with its terms, pay or procure the payment of **S\$1.680** for each FCOT Unit held by the FCOT Unitholders as at 5.00 p.m. on the Books Closure Date, which shall be satisfied by:

- (a) firstly, the payment by the FLT Trustee of a sum of S\$0.151 in cash; and
- (b) secondly, the allotment and issuance (or the procurement of such allotment and issuance) by the FLT Manager of 1.233 new FLT Units at an issue price of S\$1.240¹ per FLT Unit, such Consideration Units to be credited as fully paid,

in accordance with the terms and conditions of the Implementation Agreement.

5.2 The Scheme Consideration implies a gross exchange ratio of 1.355x².

5.3 The aggregate Cash Consideration to be paid to each FCOT Unitholder shall be rounded to the nearest S\$0.01. The number of Consideration Units which each FCOT Unitholder will be entitled to pursuant to the Trust Scheme, based on the FCOT Units held by such FCOT Unitholder as at the Books Closure Date, will be rounded down to the nearest whole number, and fractional entitlements shall be disregarded in the calculation of the aggregate Consideration Units to be issued to any FCOT Unitholder pursuant to the Trust Scheme.

5.4 By way of illustration, if the Trust Scheme becomes effective in accordance with its terms, a FCOT Unitholder will receive S\$151.00 in cash and 1,233 Consideration Units for every 1,000 FCOT Units held by it as at the Books Closure Date.

¹ The issue price of S\$1.240 per FLT Unit is equal to the 1-month VWAP of S\$1.240 per FLT Unit. The 1-month VWAP is with reference to the period from 25 October 2019 to 27 November 2019 (taking into consideration the public holiday falling on 28 October 2019).

² Based on the Scheme Consideration of S\$1.680 per FCOT Unit divided by the issue price of S\$1.240 per FLT Unit.

APPENDIX J – THE TRUST SCHEME

5.5 The Cash Consideration

The FLT Trustee shall, not later than seven (7) Business Days after the Effective Date, and against the transfer of the FCOT Units set out in Paragraph 4.4(a) above:

(a) Entitled FCOT Unitholders whose FCOT Units are not deposited with CDP

pay each Entitled FCOT Unitholder (not being a depositor) by sending a cheque for the Cash Consideration payable to and made out in favour of such Entitled FCOT Unitholder by ordinary post to his address as appearing in the Register of FCOT Unitholders at the close of business on the Books Closure Date, at the sole risk of such Entitled FCOT Unitholder, or in the case of joint Entitled FCOT Unitholders, to the first named Entitled FCOT Unitholder made out in favour of such Entitled FCOT Unitholder by ordinary post to his address as appearing in the Register of FCOT Unitholders at the close of business on the Books Closure Date, at the sole risk of such joint Entitled FCOT Unitholders; and

(b) Entitled FCOT Unitholders whose FCOT Units are deposited with CDP

pay each Entitled FCOT Unitholder (being a depositor) by making payment of the Cash Consideration payable to such Entitled FCOT Unitholder to CDP. CDP shall:

- (i) in the case of an Entitled FCOT Unitholder (being a depositor) who has registered for CDP's direct crediting service, credit the Cash Consideration payable to such Entitled FCOT Unitholder, to the designated bank account of such Entitled FCOT Unitholder; and
- (ii) in the case of an Entitled FCOT Unitholder (being a depositor) who has not registered for CDP's direct crediting service, credit the Cash Consideration payable to such Entitled FCOT Unitholder's cash ledger as maintained with CDP.

5.6 The Consideration Units

(a) The FLT Trustee shall, not later than seven (7) Business Days after the Effective Date, and against the transfer of the FCOT Units set out in Paragraph 4.4(a):

(i) Entitled FCOT Unitholders whose FCOT Units are not deposited with CDP

deliver the confirmation notes for the relevant number of Consideration Units to each Entitled FCOT Unitholder (not being a depositor) by sending to such Entitled FCOT Unitholder the same by ordinary post at his address as appearing in the Register of FCOT Unitholders at the close of business on the Books Closure Date at the sole risk of such Entitled FCOT Unitholder, or in the case of joint Entitled FCOT Unitholders, to the first named Entitled FCOT Unitholder by ordinary post at his address as appearing in the Register of FCOT Unitholders at the close of business on the Books Closure Date, at the sole risk of such joint Entitled FCOT Unitholders; and

APPENDIX J – THE TRUST SCHEME

(ii) Entitled FCOT Unitholders whose FCOT Units are deposited with CDP

deliver the confirmation notes for the relevant number of Consideration Units to each Entitled FCOT Unitholder (being a depositor) by sending the same to CDP. CDP shall send to such Entitled FCOT Unitholder a statement showing the number of Consideration Units credited to his Securities Account, by ordinary post at his address (such address as appearing in the Depository Register on the date that such statement is generated) at the sole risk of such Entitled FCOT Unitholder, or in the case of joint Entitled FCOT Unitholders, to the first named Entitled FCOT Unitholder by ordinary post at his address as appearing in the Depository Register on the date that such statement is generated, at the sole risk of such joint Entitled FCOT Unitholders.

- (b) All mandates or other instructions given by any Entitled FCOT Unitholder relating to the payment of distributions by FCOT or relating to notices, annual report or other communications in force on the Relevant Date shall, unless and until specifically revoked in writing, be deemed on and from the Effective Date to be an effective mandate or, as the case may be, an effective instruction in respect of his corresponding holding of Consideration Units.

5.7 The despatch of payment of the Cash Consideration and delivery of confirmation notes by the FLT Trustee to each Entitled FCOT Unitholder's address and/or CDP (as the case may be) in accordance with this Paragraph 5 shall be deemed as a good discharge to FLT, the FLT Manager, the FLT Trustee and CDP of the Cash Consideration and of the Consideration Units represented thereby.

5.8 From the Effective Date, each existing confirmation note representing a former holding of FCOT Units by Entitled FCOT Unitholders (not being depositors) will cease to be evidence of title of the FCOT Units represented thereby. The Entitled FCOT Unitholders (not being depositors) shall forward their existing confirmation notes relating to their FCOT Units to the Unit Registrar, Boardroom Corporate & Advisory Services Pte. Ltd., at 50 Raffles Place, #32-01, Singapore Land Tower, Singapore 048623 as soon as possible, but not later than seven (7) Business Days after the Effective Date for cancellation.

6. EFFECTIVE DATE

6.1 The Trust Scheme will become effective on the date of the written notification to the Monetary Authority of Singapore of the grant of Trust Scheme Court Order (being the Effective Date), which shall be effected by or on behalf of the FLT Manager within 25 Business Days from the date on which the last Scheme Condition set out in Paragraphs 2.10(a)(i) (*Amendments to FCOT Trust Deed*), (ii) (*Trust Scheme*), (iii) (*Court Approval for the Trust Scheme*), (iv) (*Regulatory Approvals*), (v) (*Approval from FLT Unitholders*), (vi) (*Authorisations and Consents*) and (xi) (*Third Parties*) of the Letter to FCOT Unitholders is satisfied or waived, as the case may be, in accordance with the terms of the Implementation Agreement.

6.2 Unless this Trust Scheme shall have become effective and binding as aforesaid on or before the Long-Stop Date, this Trust Scheme shall lapse.

6.3 The FCOT Manager, the FCOT Trustee, the FLT Manager and the FLT Trustee may jointly consent, for and on behalf of all concerned, to any modification of, or amendment to, this Trust Scheme or to any condition which the Court may think fit to approve or impose.

APPENDIX J – THE TRUST SCHEME

- 6.4 In the event that this Trust Scheme does not become effective and binding for any reason, the expenses and costs incurred by the FCOT Manager in connection with this Trust Scheme will be paid out of the assets of FCOT.

7. PROPER LAW AND JURISDICTION

- 7.1 This Trust Scheme shall be governed by, and construed in accordance with, the laws of the Republic of Singapore.
- 7.2 FCOT, the FCOT Manager, the FCOT Trustee, FLT, the FLT Trustee, the FLT Manager and the FCOT Unitholders hereby irrevocably submit to the exclusive jurisdiction of the courts of the Republic of Singapore.

8. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT (CHAPTER 53B OF SINGAPORE)

A person who is not a party to this Trust Scheme has no rights under the Contracts (Rights of Third Parties) Act (Chapter 53B of Singapore) to enforce any term or provision of this Trust Scheme.

9. CAPACITY AND LIABILITY OF THE FCOT TRUSTEE

- 9.1 Notwithstanding any provision to the contrary in this Trust Scheme, the Parties agree and acknowledge that British and Malayan Trustees Limited has entered into this Trust Scheme solely in its capacity as trustee of FCOT and not in its personal capacity and all references to the FCOT Trustee in this Trust Scheme shall be construed accordingly. As such, notwithstanding any provision to the contrary in this Trust Scheme, British and Malayan Trustees Limited has assumed all obligations under this Trust Scheme solely in its capacity as trustee of FCOT and not in its personal capacity and any liability of or indemnity, covenant, undertaking, representation and/or warranty given or to be given by the FCOT Trustee under this Trust Scheme is given in its capacity as trustee of FCOT and not in its personal capacity and any power and right conferred on any receiver, attorney, agent and/or delegate is limited to the assets of FCOT over which British and Malayan Trustees Limited in its capacity as trustee of FCOT has recourse and shall not extend to any personal assets of British and Malayan Trustees Limited or any assets held by British and Malayan Trustees Limited in its capacity as trustee of any other trust. Any obligation, matter, act, action or thing required to be done, performed, or undertaken or any covenant, representation, warranty or undertaking given by the FCOT Trustee under this Trust Scheme shall only be in connection with the matters relating to FCOT and shall not extend to the obligations of British and Malayan Trustees Limited in respect of any other trust or real estate investment trust of which it is trustee. The foregoing shall not restrict or prejudice the rights or remedies of any Party under law or equity in connection with any gross negligence, fraud or breach of trust of British and Malayan Trustees Limited.
- 9.2 Notwithstanding any provision to the contrary in this Trust Scheme, the Parties hereby acknowledge and agree that the obligations of British and Malayan Trustees Limited under this Trust Scheme shall be solely the corporate obligations of British and Malayan Trustees Limited, and that the Parties shall not have any recourse against the shareholders, directors, officers or employees of the FCOT Trustee for any claims, losses, damages, liabilities or other obligations whatsoever in connection with any of the transactions contemplated by the provisions of this Trust Scheme. The foregoing shall not restrict or prejudice the rights or remedies of any Party under law or equity in connection with any gross negligence, fraud or breach of trust of British and Malayan Trustees Limited.

APPENDIX J – THE TRUST SCHEME

- 9.3 For the avoidance of doubt, any legal action or proceedings commenced against the FCOT Trustee whether in Singapore or elsewhere pursuant to this Trust Scheme shall be brought against British and Malayan Trustees Limited in its capacity as trustee of FCOT and not in its personal capacity. The foregoing shall not restrict or prejudice the rights or remedies of any Party under law or equity in connection with any gross negligence, fraud or breach of trust of British and Malayan Trustees Limited.
- 9.4 The provisions of this Paragraph 9 shall survive the termination or rescission of this Trust Scheme and shall apply, *mutatis mutandis*, to any notice, certificate or other document which the FCOT Trustee issues under or pursuant to this Trust Scheme, as if expressly set out therein.

Dated this 14th day of February 2020

This page has been intentionally left blank.

APPENDIX K – NOTICE OF TRUST SCHEME MEETING

NOTICE OF TRUST SCHEME MEETING

IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

HC/OS 52/2020

In the Matter of Order 80 of the Rules of Court (Cap. 322, R5, 2014 Rev Ed)

And

In the Matter of FRASERS COMMERCIAL TRUST (a real estate investment trust constituted on 12 September 2005 under the laws of the Republic of Singapore)

1. **FRASERS COMMERCIAL ASSET MANAGEMENT LTD. (in its capacity as manager of Frasers Commercial Trust)** (Company Registration Number: 200503404G)
2. **BRITISH AND MALAYAN TRUSTEES LIMITED (in its capacity as trustee of Frasers Commercial Trust)** (Company Registration Number: 192400010M)

... Applicants

TRUST SCHEME OF ARRANGEMENT

Between

Frasers Commercial Asset Management Ltd.
(in its capacity as manager of Frasers Commercial Trust)

British and Malayan Trustees Limited
(in its capacity as trustee of Frasers Commercial Trust)

And

FCOT Unitholders (as defined herein)

And

Frasers Logistics & Industrial Asset Management Pte. Ltd.
(in its capacity as manager of Frasers Logistics & Industrial Trust)

And

Perpetual (Asia) Limited (in its capacity as trustee of Frasers Logistics & Industrial Trust)

NOTICE IS HEREBY GIVEN that by an Order of Court made in the above matter, the High Court of the Republic of Singapore (the "**Court**") has directed a meeting (the "**Trust Scheme Meeting**") of unitholders (the "**FCOT Unitholders**") of Frasers Commercial Trust ("**FCOT**") to be convened and such Trust Scheme Meeting shall be held at Level 3, Summit 2, Suntec Singapore Convention & Exhibition Centre, 1 Raffles Boulevard, Suntec City, Singapore 039593 on 11 March 2020 at 3.30 p.m. (or as soon thereafter following the conclusion or adjournment of the extraordinary general meeting of the FCOT Unitholders to be held at 2.30 p.m. on the same day and at the same venue (the "**Extraordinary General Meeting**"), whichever is later), for the purpose of considering and, if thought fit, approving the following resolution. All capitalised terms used in this Notice which are not defined herein shall have the meanings ascribed to them in the Scheme Document dated 14 February 2020.

APPENDIX K – NOTICE OF TRUST SCHEME MEETING

THE TRUST SCHEME RESOLUTION

RESOLVED THAT:

- (a) subject to and contingent upon the passing of the FCOT Trust Deed Amendments Resolution at the Extraordinary General Meeting, the trust scheme of arrangement dated 14 February 2020 proposed to be made in accordance with the FCOT Trust Deed (as amended pursuant to the FCOT Trust Deed Amendments Resolution at the Extraordinary General Meeting) and in compliance with the Code, between (i) the FCOT Manager, (ii) the FCOT Trustee, (iii) the FCOT Unitholders, (iv) the FLT Manager and (v) the FLT Trustee, a copy of which has been circulated with the Notice convening this Trust Scheme Meeting, be and is hereby approved; and
- (b) the FCOT Manager and the FCOT Trustee are hereby severally authorised to complete and do all such acts and things (including executing all such documents) as the FCOT Manager and the FCOT Trustee may consider expedient or necessary or in the interests of FCOT to give effect to the Trust Scheme.

Notes:

1. A copy of the said Trust Scheme is incorporated in the Scheme Document of which this Notice forms part.
2. FCOT Unitholders (including Overseas FCOT Unitholders) may obtain copies of the Scheme Document and any related documents during normal business hours and up to the date of the Trust Scheme Meeting from the Unit Registrar, Boardroom Corporate & Advisory Services Pte. Ltd., at 50 Raffles Place, #32-01, Singapore Land Tower, Singapore 048623. Alternatively, an Overseas FCOT Unitholder may write in to the Unit Registrar at the same address to request for the Scheme Document and any related documents to be sent to an address in Singapore by ordinary post at his own risk, up to three (3) Market Days prior to the date of the Trust Scheme Meeting.
3. A form of proxy applicable for the Trust Scheme Meeting (the “**Proxy Form (Trust Scheme Meeting)**”) is enclosed with the Scheme Document, of which this Notice forms part.
4. The Proxy Form (Trust Scheme Meeting) and the power of attorney or other authority (if any) under which it is signed or a notarially certified copy of such power or authority shall be deposited with the Unit Registrar, Boardroom Corporate & Advisory Services Pte. Ltd. at 50 Raffles Place, #32-01, Singapore Land Tower, Singapore 048623 not less than 72 hours before the time appointed for the Trust Scheme Meeting or adjourned meeting at which the person named in the instrument proposes to vote and in default the instrument of proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiration of 12 months from the date named in it as the date of its execution. A person appointed to act as a proxy need not be a FCOT Unitholder but must attend the Trust Scheme Meeting in person to represent the appointor.
5. A FCOT Unitholder may only cast all the votes it holds at the Trust Scheme Meeting in one (1) way, namely, either for or against the resolution to be proposed at the Trust Scheme Meeting.
6. A FCOT Unitholder may appoint one (1) (and not more than one (1)) proxy to attend, speak and vote at the Trust Scheme Meeting, PROVIDED THAT if the FCOT Unitholder is a depositor, the FCOT Manager shall be entitled and bound:

APPENDIX K – NOTICE OF TRUST SCHEME MEETING

- (i) to reject any Proxy Form (Trust Scheme Meeting) lodged if the depositor is not shown to have any FCOT Units entered against his name in the Depository Register as at 72 hours before the time of the Trust Scheme Meeting as certified by the Depository to the FCOT Manager; and
 - (ii) to accept as the maximum number of votes which the proxy appointed by the depositor is able to cast on a poll a number which is the number of FCOT Units entered against the name of that depositor in the Depository Register as at 72 hours before the time of the Trust Scheme Meeting as certified by the Depository to the FCOT Manager, whether that number is greater or smaller than the number specified in any Proxy Form (Trust Scheme Meeting) executed by or on behalf of that depositor.
7. Each Proxy Form (Trust Scheme Meeting) must be signed by the appointor or his/her attorney duly authorised in writing. Where a Proxy Form (Trust Scheme Meeting) is executed by a corporation, it must be executed either under its common seal or signed by its duly authorised attorney or officer. Where a Proxy Form (Trust Scheme Meeting) is signed on behalf of the appointor by an attorney, the letter or power of attorney or a duly certified copy thereof must (failing previous registration with FCOT) be lodged with the Proxy Form (Trust Scheme Meeting), failing which the Proxy Form (Trust Scheme Meeting) may be treated as invalid.
 8. A corporation, being a FCOT Unitholder, may by resolution of its directors or other governing body authorise such person as it thinks fit to act as its representative at the Trust Scheme Meeting and the person so authorised shall upon production of a copy of such resolution certified by a director of the corporation to be a true copy, be entitled to exercise the powers on behalf of the corporation so represented as the corporation could exercise in person if it were an individual.
 9. A FCOT Unitholder voting by proxy shall be included in the count of FCOT Unitholders present and voting at the Trust Scheme Meeting as if that FCOT Unitholder was voting in person, such that the votes of a proxy who has been appointed to represent more than one (1) FCOT Unitholder at the Trust Scheme Meeting shall be counted as the votes of the number of appointing FCOT Unitholders.
 10. In the case of joint FCOT Unitholders, any one (1) of such persons may vote, but if more than one (1) of such persons is present at the Trust Scheme Meeting, the person whose name stands first in the Register of FCOT Unitholders or the Depository Register, as the case may be, shall alone be entitled to vote.
 11. By the said Order of Court, the Court has appointed Mr. Bobby Chin Yoke Choong, or failing him, any director of the FCOT Manager, to act as Chairman of the Trust Scheme Meeting and has directed the Chairman to report the results thereof to the Court.
 12. The said Trust Scheme will be subject to, *inter alia*, the subsequent approval of the Court.

Personal Data Privacy:

By either (a) attending the Trust Scheme Meeting or (b) submitting an instrument appointing a proxy(ies) and/or representative(s) to attend, speak and vote at the Trust Scheme Meeting and/or any adjournment thereof, a FCOT Unitholder (i) consents to the collection, use and disclosure of the FCOT Unitholder's personal data by the FCOT Manager and the FCOT Trustee (or their agents) for the purpose of the processing and administration by the FCOT Manager and the FCOT Trustee (or their agents) of proxies and representatives appointed for the Trust Scheme Meeting (including any adjournment thereof) and the preparation and compilation of the attendance lists, minutes and other documents relating to the Trust Scheme Meeting (including any adjournment thereof), and in order for the FCOT Manager and the FCOT Trustee (or their agents) to comply with any applicable laws, listing rules, regulations and/or guidelines (collectively, the "**Purposes**"), (ii) warrants that where the FCOT Unitholder discloses the personal data of the FCOT Unitholder's proxy(ies) and/or representative(s) to the FCOT Manager and the FCOT Trustee (or their agents), the FCOT Unitholder has obtained the prior consent of such proxy(ies) and/or representative(s)

APPENDIX K – NOTICE OF TRUST SCHEME MEETING

for the collection, use and disclosure by the FCOT Manager and the FCOT Trustee (or their agents) of the personal data of such proxy(ies) and/or representative(s) for the Purposes, and (iii) agrees that the FCOT Unitholder will indemnify the FCOT Manager and the FCOT Trustee (or their agents) in respect of any penalties, liabilities, claims, demands, losses and damages as a result of the FCOT Unitholder's breach of warranty.

Dated this 14th day of February 2020

By Order of the Court

Frasers Commercial Asset Management Ltd.

(in its capacity as manager of
Frasers Commercial Trust)

438 Alexandra Road, #21-00 Alexandra Point
Singapore 119958

British and Malayan Trustees Limited

(in its capacity as trustee of
Frasers Commercial Trust)

1 Coleman Street, #08-01 The Adelphi
Singapore 179803

Important Notice from the FCOT Manager on the Novel Coronavirus

As the Novel Coronavirus situation continues to evolve, the FCOT Manager is closely monitoring the situation, including any precautionary measures which may be required or recommended by government agencies to minimise the risk of spread of the Novel Coronavirus. The FCOT Manager reserves the right to take any measures as appropriate in order to minimise any risk to FCOT Unitholders and others attending the Extraordinary General Meeting and/or the Trust Scheme Meeting. In the event that such measures are adopted, the FCOT Manager will make announcements as appropriate.

APPENDIX L – FCOT SPECIFIC OBLIGATIONS

All capitalised terms used and not defined in the following extracts 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 registered office of the FCOT Manager from the date of this Scheme Document up until the Effective Date.

- (a) Each of the FCOT Trustee (to the extent applicable) and the FCOT Manager shall execute all documents and do or cause to be done all acts and things necessary for the implementation of the Merger and/or the Trust Scheme, as expeditiously as reasonably practicable, including the following:
- (i) **Joint Announcement:** the release of the Joint Announcement of the Merger and the Trust Scheme by the FCOT Manager, jointly with the FLT Manager, on the date of the Implementation Agreement;
 - (ii) **SGX-ST Approval in respect of the Trust Scheme Document:** the submission of the draft Scheme Document to the SGX-ST for clearance as soon as reasonably practicable after the date of the Implementation Agreement and diligently seeking such clearance promptly;
 - (iii) **FCOT Notes:**
 - (1) seek the consent of the FCOT Noteholders and/or the trustee of the FCOT Noteholders (as the case may be) for the waiver and/or amendment of the terms of the FCOT Notes which may be triggered as a result of the Merger and the Trust Scheme, on terms as shall be agreed by the FLT Trustee and the FLT Manager; and
 - (2) ensure that the FCOT Trustee has sufficient financial resources to satisfy the repayment, redemption or cancellation in full of all outstanding FCOT Notes (with any proposed financing or refinancing in respect thereof to be on terms as shall be agreed by the FLT Trustee and the FLT Manager), in the event that the FCOT Notes become repayable or redeemable at the option of the FCOT Noteholders,in each case, in compliance with all applicable laws and regulations;
 - (iv) **Scheme Document:** the preparation and despatch of the Scheme Document in compliance with all applicable laws and regulations, to seek the approval of the FCOT Unitholders for (i) the Trust Deed Amendments and (ii) the Trust Scheme;
 - (v) **Extraordinary General Meeting and Trust Scheme Meeting:** subject to the obtaining of the approval of the SGX-ST as set out in Paragraph (a)(ii) of Appendix L to this Scheme Document, it will apply to the Court for an order convening the Trust Scheme Meeting and for any ancillary orders relating thereto, and taking all other necessary steps for the convening of the Extraordinary General Meeting and the Trust Scheme Meeting to approve (i) the FCOT Trust Deed Amendments, and (ii) the Trust Scheme, respectively;

APPENDIX L – FCOT SPECIFIC OBLIGATIONS

- (vi) **Despatch of Documents:** instructing the unit registrar of FCOT to despatch to the FCOT Unitholders the Scheme Document and the appropriate forms of proxy for use at the extraordinary general meeting and the Trust Scheme Meeting promptly following approval thereof by the SGX-ST and the Court, respectively;
 - (vii) **Third Parties:** it will prepare all necessary documents to seek the consent of the relevant Third Parties for the waiver of the non-compliance and/or breach of the requirements, covenants and terms in the contracts entered into with such Third Party which will or may occur as a result of the Merger and/or the Trust Scheme; and
 - (viii) **Court Order:** if the Trust Scheme is approved by the FCOT Unitholders, promptly applying to the Court for, and diligently seeking its sanction and confirmation of, the Trust Scheme; and
- (b) during the period from (and including) the Joint Announcement Date up to (and including) the date on which the Implementation Agreement is terminated in accordance with its terms, the FCOT Trustee and the FCOT Manager will:
- (i) ensure that each of them and the other FCOT Group Entities and their respective employees, consultants, advisers and representatives shall deal exclusively with the FLT Trustee and the FLT Manager to complete the Trust Scheme and do not directly or indirectly solicit, invite, induce, initiate, encourage or entertain approaches or participate in or enter into any negotiations or discussions, or communicate any intention to do any of these things (including allowing any third party to perform due diligence investigations on any FCOT Group Entity), with a view to obtaining or with respect to any expression of interest, offer or proposal by any person other than the FLT Trustee and the FLT Manager in relation to:
 - (1) any proposal or offer to (whether directly or indirectly) acquire or become the holder (whether by share purchase, asset purchase, scheme, capital reconstruction, tender offer or otherwise) of, or otherwise have an economic interest in:
 - (a) any part of the businesses, assets (other than in the ordinary and usual course of business of the FCOT Group) or undertakings of FCOT and/or any other FCOT Group Entity; or
 - (b) any units in FCOT and/or shares in any other FCOT Group Entity; or
 - (2) any proposal or offer to otherwise acquire or merge with FCOT or any other FCOT Group Entity (whether by way of joint venture, reverse takeover bid, dual listed company structure or otherwise); or
 - (3) any other arrangement having an effect similar to any of Paragraph (b)(i)(1) or Paragraph (b)(i)(2) of Appendix L to this Scheme Document, including a merger or amalgamation proposal; or
 - (4) any other transaction which would preclude, interfere with or prejudice the Merger and/or the Trust Scheme; and

APPENDIX L – FCOT SPECIFIC OBLIGATIONS

- (ii) notify the FLT Trustee of the details of any approach or solicitations by any third party made either to FCOT or any FCOT Group Entity with a view to the making of any such offer, merger or sale upon becoming aware of the relevant matter,

save that the restrictions in this Paragraph (b) of Appendix L to this Scheme Document shall not apply to (I) the making of normal presentations, by and on behalf of any FCOT Group Entity, to brokers, portfolio investors and analysis in the ordinary and usual course in relation to its business generally, and (II) the provision of information by or on behalf of FCOT to the SGX-ST.

For the avoidance of doubt, nothing in this Paragraph (b) of Appendix L to this Scheme Document shall prohibit or restrict FCOT from receiving any unsolicited or uninitiated expression of interest, offer or proposal of a kind referred to in this Paragraph (b) of Appendix L to this Scheme Document. In the event that any FCOT Group Entity receives any such expression of interest, offer or proposal, FCOT shall be entitled:

- (A) if required pursuant to the Listing Manual and/or the Code, to announce such expression of interest, offer or proposal;
- (B) to enter into discussions or negotiations or otherwise entertain such expressions of interest, offer or proposal;
- (C) to make any recommendation or to refrain from making any recommendation to the FCOT Unitholders as the directors of the FCOT Manager may deem fit in respect of such expression of interest, offer or proposal; and
- (D) generally to perform all such acts as may be necessary for the directors of the FCOT Manager 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),

provided that, in each instance, the Board has determined, in good faith and acting reasonably, that a failure to do any of the foregoing would constitute a breach of the Listing Manual, the requirements of the SGX-ST, the Code or any applicable laws or regulations (including the fiduciary obligations of the directors of the FCOT Manager).

This page has been intentionally left blank.

APPENDIX M – FLT SPECIFIC OBLIGATIONS

All capitalised terms used and not defined in the following extracts 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 registered office of the FCOT Manager from the date of this Scheme Document up until the Effective Date.

Each of the FLT Trustee (to the extent applicable) and the FLT Manager shall execute all documents and do or cause to be done all acts and things necessary for the implementation of the Merger and/or the Trust Scheme, as expeditiously as reasonably practicable, including the following:

- (a) **Joint Announcement:** the release of the Joint Announcement of the Merger and the Trust Scheme by the FLT Manager, jointly with the FCOT Manager, on the date of the Implementation Agreement;
- (b) **FLT Circular:** the preparation and despatch of a circular (the “**FLT Circular**”) to convene an extraordinary general meeting of the FLT Unitholders (the “**FLT EGM**”), in connection with the Merger;
- (c) **SGX-ST Approval in respect of the FLT Circular:** the submission of the draft FLT Circular to the SGX-ST for clearance as soon as reasonably practicable after the Joint Announcement Date and diligently seeking such clearance promptly;
- (d) **FLT EGM:** subject to obtaining the approval of the SGX-ST for the FLT Circular, the convening of the FLT EGM;
- (e) **Despatch of Documents:** instructing the unit registrar of FLT to despatch to the FLT Unitholders the FLT Circular and the appropriate forms of proxy for use at the extraordinary general meeting of the FLT Unitholders promptly following approval thereof by the SGX-ST;
- (f) **FLT’s Letter to FCOT Unitholders:** the preparation of FLT’s Letter to FCOT Unitholders in compliance with all applicable laws and regulations, for inclusion as part of the Scheme Document; and
- (g) **Satisfaction of Consideration:** subject to the fulfilment or waiver of the conditions in Paragraph 2.10(a) of the Letter to FCOT Unitholders, it will be bound by the Trust Scheme, and will pay or cause to be paid the aggregate Scheme Consideration pursuant to the Trust Scheme and on the terms set out in the Implementation Agreement and the Scheme Document.

This page has been intentionally left blank.

APPENDIX N – FLT REPRESENTATIONS AND WARRANTIES

All capitalised terms used and not defined in the following extracts 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 registered office of the FCOT Manager from the date of this Scheme Document up until the Effective Date.

The Acquiror and the FLT Manager represent and warrant that:

1. Status

1.1 FLT

FLT is duly constituted pursuant to the FLT Trust Deed, validly existing under the laws of Singapore and is listed on the Main Board of the SGX-ST.

1.2 The FLT Subsidiaries

1.2.1 Each of the FLT Subsidiaries is duly incorporated and existing under its respective laws of incorporation.

1.2.2 Save as Disclosed, the FLT Trustee is the direct or indirect legal owner of the equity interest in the FLT Subsidiaries, and holds such equity interests on trust for the benefit of the FLT Unitholders in accordance with the FLT Trust Deed, but otherwise free from any Encumbrances.

1.2.3 The FLT Trustee does not hold any equity interest in any entity other than the FLT Subsidiaries.

2. Pre-emption and Units, etc.

2.1 FLT

2.1.1 All the FLT Units have been duly authorised and validly issued, are fully paid-up and rank pari passu in all respects with each other. Save as Disclosed, FLT is not subject to any actual or contingent obligation to issue or convert securities and FLT will not make any distribution (in cash or in kind) to any FLT Unitholders, except to pay any distribution which has been declared or which it is under a contractual obligation to pay but has not been paid prior to the date of the Implementation Agreement, and save for the FLT Permitted Distributions.

2.1.2 All the Consideration Units, when issued, shall be duly authorised and validly issued, fully paid-up and rank pari passu in all respects with the existing FLT Units as at the date of their issue.

2.1.3 All the Consideration Units shall be issued no later than seven Business Days from the Effective Date.

2.1.4 The Consideration Units shall be issued free from all and any Encumbrances (subject to the limitations on ownership of FLT Units as set out in the FLT Trust Deed) and restrictions on transfers.

APPENDIX N – FLT REPRESENTATIONS AND WARRANTIES

2.2 FLT Subsidiaries

All the issued shares of the FLT Subsidiaries have been duly authorised and validly issued, are fully paid-up and rank pari passu in all respects with each other.

3. **No Breach**

Save for the required approvals and consents as set out in Paragraphs 2.10(a)(i) (*Amendments to FCOT Trust Deed*), (ii) (*Trust Scheme*), (iii) (*Court Approval for the Trust Scheme*), (iv) (*Regulatory Approvals*), (v) (*Approval from FLT Unitholders*) and (vi) (*Authorisations and Consents*) of the Letter to the FCOT Unitholders, neither the execution nor performance by the FLT Trustee or the FLT Manager of the Implementation Agreement nor any transaction contemplated under the Implementation Agreement will violate or accelerate the obligations of any FLT Group Entity under any provision of their respective constitutive documents or any order, writ, injunction or decree of any Governmental Agency applicable to any FLT Group Entity or their respective assets.

4. **Full Disclosure**

All information contained in the Implementation Agreement (including the Schedules in the Implementation Agreement) and the FLT Disclosure Letter (including the FLT Due Diligence Information referred to therein) was when given, and remains, true and correct in all material respects and not misleading and the FLT Trustee and the FLT Manager are not aware of any fact or matter or circumstances which renders any such information untrue, inaccurate or misleading in any material respect provided always that no warranty or representation shall be given by the FLT Trustee or the FLT Manager in relation to any forecast, estimate, projection or forward-looking statement which has been made by or on behalf of the FLT Group. All material information in relation to the FLT Group has been announced on SGXNET in compliance with its continuous disclosure requirements.

5. **Accounts and Records**

5.1 Audited Accounts

The FLT FY2019 Financial Statements have been properly drawn up in accordance with the Statement of Recommended Accounting Practice 7 “Reporting Framework for Unit Trusts”. The FLT FY2019 Financial Statements give a true and fair view of the state of affairs of the FLT Group as at 30 September 2019, and the results of operations and the cash flow of the FLT Group for the financial year ended 30 September 2019.

5.2 Changes since 30 September 2019

Save as publicly disclosed up to and including the Relevant Date, there have been no changes since 30 September 2019 up to the date of the Implementation Agreement and up to the Relevant Date as regards the FLT Group which have a Material Adverse Effect, and, in particular:

- 5.2.1 its business has been carried on solely in the ordinary and usual course, without any material interruption or alteration in its nature, scope or manner, and so as to maintain the same as a going concern;

APPENDIX N – FLT REPRESENTATIONS AND WARRANTIES

5.2.2 it has not assumed or incurred any obligations or liabilities (including contingent liabilities) or made any payment not provided for in the FLT FY2019 Financial Statements and which has a Material Adverse Effect in respect of the FLT Group, otherwise than in the ordinary and usual course of carrying on its business; or

5.2.3 it has not entered into any unusual, long-term and onerous commitments and contracts that would have a Material Adverse Effect in respect of the FLT Group.

5.3 Absence of Undisclosed Liabilities

Save as publicly disclosed up to and including the Relevant Date, there are no material liabilities (including material contingent liabilities) of any FLT Group Entity which are outstanding on the part of each FLT Group Entity, or which are not:

5.3.1 liabilities Disclosed or provided for in the FLT FY2019 Financial Statements;

5.3.2 liabilities incurred in the ordinary and usual course of business since 30 September 2019;

5.3.3 liabilities Disclosed elsewhere in the Implementation Agreement;

5.3.4 liabilities Disclosed in all public documents of FLT, including its public announcements, circulars, releases and annual reports; or

5.3.5 liabilities Disclosed in the FLT Due Diligence Information.

5.4 Trade and other Receivables

As far as the FLT Trustee and the FLT Manager are aware, the trade and other receivables, including accrued revenue in the FLT FY2019 Financial Statements are stated at figures not exceeding the amounts which could, in the circumstances existing at the date of the FLT FY2019 Financial Statements, reasonably be expected to be realised in the ordinary and usual course of carrying on the business of the FLT Group. No new adverse events have occurred that would give doubt as to the ability to realise all current trade and other receivables in the ordinary and usual course of business after taking into account any provision for bad and doubtful debts made in the FLT FY2019 Financial Statements.

6. **Legal Matters**

6.1 Compliance with Laws

6.1.1 Each FLT Group Entity has carried on and is carrying on its business and operations so that there have been no breaches of applicable laws, regulations and bye-laws in each country in which they are carried on which has a Material Adverse Effect in respect of the FLT Group, except that where any breach arises by reason only of any law, regulation and/or bye-law having been enacted between the date of the Implementation Agreement and the Relevant Date which has retrospective effect, such FLT Group Entity shall not be regarded as having been in breach of this Paragraph 6.1.1 if such FLT Group Entity takes all reasonable steps to comply with such law, regulation and/or bye-law immediately thereafter.

APPENDIX N – FLT REPRESENTATIONS AND WARRANTIES

- 6.1.2 There have not been and there are no material breaches by any FLT Group Entity of its constitutional documents.
- 6.1.3 The FLT Trustee and the FLT Manager are not aware of any investigation or enquiry by, or order, decree, decision or judgment of, any court, tribunal, arbitrator, governmental agency or regulatory body outstanding or anticipated against any FLT Group Entity which has had or may have a Material Adverse Effect in respect of the FLT Group.
- 6.1.4 There is no notice or other communication received from any court, tribunal, arbitrator, governmental agency or regulatory body with respect to an alleged, actual or potential violation of and/or failure to comply with any such applicable law, regulation, bye-law or constitutional document, or requiring it to take or omit any action, which has had or would have a Material Adverse Effect in respect of the FLT Group.
- 6.2 Licences and Consents
- 6.2.1 All Licences necessary for the carrying on of the businesses and operations of each FLT Group Entity have been obtained, are in full force and effect and all conditions applicable to any such Licence have been and are being complied with in all material respects, unless the failure to obtain any such Licence does not have a Material Adverse Effect in respect of the FLT Group.
- 6.2.2 As far as the FLT Trustee and the FLT Manager are aware, there is no investigation, enquiry or proceeding outstanding or anticipated which will or is likely to result in the suspension, cancellation, modification or revocation of any of the Licences that will result in a Material Adverse Effect in respect of the FLT Group.
- 6.2.3 None of the Licences has been breached, suspended, cancelled, refused, modified or revoked (whether as a result of the entry into the Implementation Agreement or otherwise) that will result in a Material Adverse Effect in respect of the FLT Group, nor is any of the foregoing likely to happen as far as the FLT Trustee and the FLT Manager are aware, except that where any breach arises by reason only of any changes to the Licence imposed by the relevant authority and/or any changes to any applicable law, regulation and/or bye-law between the date of the Implementation Agreement and the Relevant Date which has retrospective effect, such FLT Group Entity shall not be regarded as having been in breach of this Paragraph 6.2.3 if such FLT Group Entity takes all reasonable steps to comply with such changes to the Licence immediately thereafter.
- 6.3 Litigation, Arbitration and Investigations
- 6.3.1 No litigation, arbitration or administrative proceeding is current or pending or, as far as the FLT Trustee and the FLT Manager are aware, threatened, to restrain the entry into, the exercise of their rights under and/or performance or enforcement of or compliance with its obligations under the Implementation Agreement.

APPENDIX N – FLT REPRESENTATIONS AND WARRANTIES

- 6.3.2 No litigation, arbitration or administrative proceeding is current or pending or, as far as the FLT Trustee and the FLT Manager are aware, threatened (other than in the ordinary course of business), which has or could have a Material Adverse Effect in respect of the FLT Group.
- 6.3.3 As of the date of the Implementation Agreement, the FLT Trustee and the FLT Manager are not aware of any investigation or enquiry by any court, tribunal, arbitrator, governmental agency or regulatory body outstanding or anticipated against any FLT Group Entity.

6.4 Insolvency

- 6.4.1 No order has been made or application presented or resolution passed for the winding-up or administration of any FLT Group Entity, nor, as far as the FLT Trustee and the FLT Manager are aware, are there any grounds on which any person would be entitled to have any FLT Group Entity wound-up or placed in administration.
- 6.4.2 No application has been presented for an order for the appointment of a judicial manager (or other similar order) to be made in relation to any FLT Group Entity, nor has any such order been made.
- 6.4.3 The FLT Trustee and the FLT Manager have not received any notification of the appointment of any person as, nor as far as the FLT Trustee and the FLT Manager are aware, has any person become entitled to appoint, a receiver or receiver and manager or other similar officer over any FLT Group Entity's business or assets or any part of them.
- 6.4.4 No composition in satisfaction of the debts of any FLT Group Entity, or scheme of arrangement of its affairs, or compromise or arrangement between it and its creditors and/or members or any class of its creditors and/or members, has been proposed to the FLT Trustee or the FLT Manager, sanctioned or approved.
- 6.4.5 No distress, distraint, charging order, garnishee order, execution or other process has been levied or applied for in respect of the whole or any part of any of the property, assets and/or undertaking of any FLT Group Entity.
- 6.4.6 None of the FLT Group Entities has ceased trading or stopped payment to its creditors and as far as the FLT Trustee and the FLT Manager are aware, there are no grounds on which any FLT Group Entity could be found to be unable to pay its debts within the meaning of Section 254(1)(e) of the Companies Act.
- 6.4.7 As far as the FLT Trustee and the FLT Manager are aware, no event has occurred causing, or which upon intervention or notice by any third party may cause, any floating charge created by any FLT Group Entity to crystallise or any charge created by it to become enforceable, nor has any such crystallisation occurred or is such enforcement in process.

APPENDIX N – FLT REPRESENTATIONS AND WARRANTIES

7. Contractual Arrangements

7.1 Debts, Contracts and Arrangements with Interested Persons etc.

Save as disclosed in public announcements, prospectuses, offer information statements, circulars, releases and annual reports of FLT on MASN/SGXNET, there is no interested person transaction (as defined in the Listing Manual) between any FLT Group Entity and any interested person (as defined in the Listing Manual) of FLT which is of a value of 3% or more of the latest audited net tangible assets of the FLT Group on a consolidated basis.

7.2 Effect of the Merger

The execution and delivery of, and the performance by the FLT Trustee and the FLT Manager of their respective obligations under the Implementation Agreement and the transactions contemplated hereunder:

7.2.1 does not and will not result in a breach of any provision of the Constitution or the constitutional documents of any FLT Group Entity; or

7.2.2 does not and will not conflict with or result in the breach of or constitute a default under the FLT Key Lease Agreements to which any FLT Group Entity is now a party or any loan to or mortgage created by any FLT Group Entity or relieve any other party to such contract with any FLT Group Entity of its obligations under such contract or entitle such party to terminate or modify such contract, whether summarily or by notice or result in the creation of any Encumbrance under any such contract or result in a breach of any order, judgment or decree of any court, governmental agency or regulatory body to which any FLT Group Entity is a party or by which any FLT Group Entity or any of their respective assets is bound.

7.3 Contracts

7.3.1 Save for contracts with its professional advisers or as disclosed in public announcements, prospectuses, offer information statements, circulars, releases and annual reports of FLT on MASN/SGXNET, no FLT Group Entity is, or has been, a party to any contract or transaction which:

(a) is outside the ordinary and usual course of business; and

(b) is not wholly on an arm's length basis.

7.3.2 Save as disclosed in public announcements, prospectuses, offer information statements, circulars, releases and annual reports of FLT on MASN/SGXNET, none of the FLT Group Entities:

(a) is, or has agreed to become, a member of any joint acquiror, consortium, partnership or other unincorporated association; or

(b) is, or has agreed to become, a party to any agreement or arrangement for participating with others in any business sharing commissions or other income.

APPENDIX N – FLT REPRESENTATIONS AND WARRANTIES

7.4 Compliance with Agreements

As far as the FLT Trustee and the FLT Manager are aware, all the contracts and all leases, tenancies, licences, concessions and agreements which are material to the operations of the FLT Group to which any of the FLT Group Entities is a party are valid, binding and enforceable obligations of the relevant FLT Group Entity and the terms thereof have been complied with in all material respects by the relevant FLT Group Entity and, to the best of the knowledge of the FLT Trustee and the FLT Manager, there are no circumstances likely to give rise to any breach of such terms, no grounds for rescission, avoidance or repudiation of any of such contracts or such leases, tenancies, licences, concessions or agreements and no notice of termination or of intention to terminate has been received in respect of any thereof.

8. **Taxation Matters**

8.1 Provisions or Reserve for Taxation

8.1.1 Proper provision or reserve has been made in the FLT FY2019 Financial Statements for all Taxation liable to be assessed, charged or imposed on each FLT Group Entity or for which each is or may become accountable in respect of:

- (a) profits, gains or income (as computed for Taxation purposes) arising or accruing or deemed to arise or accrue on or before 30 September 2019;
- (b) any Transactions effected or deemed to be effected on or before 30 September 2019 or provided for in the FLT FY2019 Financial Statements; and
- (c) distributions made or deemed to be made on or before 30 September 2019 or provided for in the FLT FY2019 Financial Statements.

8.1.2 Proper provision or reserve for deferred taxation in accordance with accounting principles and standards generally accepted at the date of the Implementation Agreement in the country of incorporation of the relevant FLT Group Entity has been made in the FLT FY2019 Financial Statements.

8.2 Returns, Information, Clearances, Incentives

8.2.1 Save as Disclosed, each FLT Group Entity has complied in all material respects with all applicable tax laws, regulations, concessions, consents and/or clearances imposed by the relevant Taxation authorities. As far as the FLT Trustee and the FLT Manager are aware, no FLT Group Entity is, nor is expected to be involved in a dispute in relation to Tax, and no Taxation authority has in the last 6 years of tax assessment preceding the date of the Implementation Agreement investigated or indicated that it intends to investigate any FLT Group Entity's tax affairs.

8.2.2 Save as Disclosed, all taxes assessed or imposed by any government or governmental or statutory body which have been assessed upon any FLT Group Entity and which are due and payable on or before the Effective Date have been paid and were paid on or before the relevant due date for payment or will be paid before the relevant due date for payment.

APPENDIX N – FLT REPRESENTATIONS AND WARRANTIES

- 8.2.3 All the Tax incentives and preferential Tax treatment enjoyed by the FLT Group as at the date of the Implementation Agreement will not, as far as the FLT Trustee and the FLT Manager are aware, be affected, varied, withdrawn or revoked as a result of the Trust Scheme.
- 8.2.4 No FLT Group Entity has received any notification that any of its relief (whether by way of deduction, reduction, set-off, exemption, postponement, roll-over, repayment or allowance or otherwise) from, against or in respect of any Taxation that has been claimed and/or given to any FLT Group Entity would be effectively withdrawn, postponed, restricted, clawed back or otherwise lost as a result of any act, or omission by any FLT Group Entity, which has or would have a Material Adverse Effect in respect of the FLT Group.
- 8.2.5 No FLT Group Entity has done or omitted to do anything since any application for any concession, consent or clearance from any Taxation authority that was made which might reasonably be expected to cause such concession, consent or clearance to be or become invalid, or to be withdrawn by the relevant Taxation authorities.
- 8.2.6 Each of the Acquiror and the FLT Manager will not take or omit to take any action that will cause such consent or clearance to be or become invalid, or to be withdrawn by the relevant Taxation authorities.

8.3 Residence

Save as Disclosed, each FLT Group Entity has been resident for tax purposes in its country of incorporation and nowhere else at all times since its incorporation, and will be so resident at the Relevant Date.

8.4 Finance Leases

Save as disclosed in the FLT FY2019 Financial Statements, no FLT Group Entity is or has been the lessor or the lessee under any material finance lease of an asset. For the purposes of this paragraph, “**finance lease**” means any arrangements for the leasing of an asset which fall for the purposes of the accounts of a FLT Group Entity to be treated in accordance with normal accounting practice (based on the lease accounting standards applicable to the preparation of the FLT FY2019 Financial Statements) as a finance lease or loan.

9. **Subsidiaries, Associates and Branches**

No FLT Group Entity:

- (a) is the holder or beneficial owner of, or has agreed to acquire, any share or loan capital of any other company (whether incorporated in Singapore or elsewhere); or
- (b) has any branch, agency, division, establishment or operations outside the jurisdiction in which it is incorporated.

APPENDIX N – FLT REPRESENTATIONS AND WARRANTIES

10. Insurance

- 10.1 All the material assets of each of the FLT Group Entities which are capable of being insured have at all material times been adequately insured against fire and other risks normally insured against by companies carrying on similar businesses or owning assets of a similar nature.
- 10.2 In respect of all such insurances, each FLT Group Entity has complied in all material respects with the following:
- 10.2.1 all premiums have been duly paid when due;
- 10.2.2 all the current policies are valid and enforceable and, as far as the FLT Trustee and the FLT Manager are aware, are not void or voidable; and
- 10.2.3 save as Disclosed, no claim is outstanding, unpaid or in dispute and no circumstances exist which are likely to give rise to any claim under any of the policies.

11. Intellectual Property and Information Technology

11.1 Ownership etc.

In all material respects, all Intellectual Property (whether registered or not) and all pending applications thereof which have been and are being used for the business of each FLT Group Entity are (or, where appropriate in the case of pending applications, will be):

- 11.1.1 legally and beneficially owned by such FLT Group Entity or lawfully used with the consent of the owner under a licence; and
- 11.1.2 as far as the FLT Trustee and the FLT Manager are aware, not being infringed or attacked or opposed by any person.

11.2 Intellectual Property

Each FLT Group Entity has complied in all material respects with the following:

- 11.2.1 all rights in Intellectual Property required for the business of any FLT Group Entity are vested in or validly granted to such FLT Group Entity and are not subject to any limit as to time or any other limitation, right of termination or restriction and all renewal fees and steps required for their maintenance or protection have been paid and taken;
- 11.2.2 all rights in the Intellectual Property owned, used by or otherwise required for the business of any FLT Group Entity is in the possession of such FLT Group Entity;
- 11.2.3 no FLT Group Entity has granted or is obliged to grant any licence, sub-licence or assignment in respect of any Intellectual Property owned, used by or otherwise required for the business of such FLT Group Entity other than to its employees or those of the other FLT Group Entities for the purpose of carrying on its business;

APPENDIX N – FLT REPRESENTATIONS AND WARRANTIES

11.2.4 no FLT Group Entity nor any party with which such FLT Group Entity has contracted is in breach of any licence, sub-licence or assignment granted to or by it in respect of any Intellectual Property owned, used by or otherwise required for the business of such FLT Group Entity or is to be made available to it; and

11.2.5 as far as the FLT Trustee and the FLT Manager are aware, there is no, nor has there been at any time, any unauthorised use or infringement by any person of any of the Intellectual Property owned, used by or otherwise required for the business of any FLT Group Entity.

11.3 Process

As far as the FLT Trustee and the FLT Manager are aware, the processes employed in the businesses conducted by each FLT Group Entity and the products and services dealt in by each FLT Group Entity do and did not use, embody or infringe any rights or interests of third parties in Intellectual Property (other than those belonging to or licensed to the FLT Group Entities) and no claims of infringement of any such rights or interests have been made by any third party.

12. **Properties**

12.1 The Properties

The FLT Properties comprise all of the premises and land owned, occupied or otherwise used in connection with the businesses of the FLT Group Entities.

12.2 Title

Save as Disclosed, the title to all FLT Properties is proper legal and good marketable title (save for applicable pre-emption and consent requirements that are required to be complied with in the event of a sale and subject to the terms of the head leases relating to the leasehold properties held by the FLT Group), and in each case free from (i) any Encumbrances (save that the Acquiror holds such property on trust for the benefit of the FLT Unitholders in accordance with the FLT Trust Deed, and save for applicable debt financing); and (ii) defects, except such as do not materially affect the value of such property and do not materially interfere with the use of such property.

12.3 Leasehold Properties

Where the interest of the FLT Trustee in any FLT Property is leasehold, as far as the FLT Trustee and the FLT Manager are aware, the terms of the lease for the FLT Properties have been complied with and there is no material subsisting breach, nor any material non-observance of any covenant, condition or agreement contained in the lease on the part of either the relevant landlord, or the FLT Trustee.

APPENDIX N – FLT REPRESENTATIONS AND WARRANTIES

13. Title to Assets (excluding the FLT Properties)

- 13.1 Save as Disclosed, all assets of each FLT Group Entity (excluding the FLT Properties), including all debts due to each FLT Group Entity which are included in the FLT FY2019 Financial Statements were at 30 September 2019, the absolute property of such FLT Group Entity and (save for those subsequently disposed of or realised in the ordinary and usual course of business) all such assets and debts which have subsequently been acquired or arisen are the absolute property of such FLT Group Entity.
- 13.2 All such assets are, where capable of possession, in the possession of or under the control of the relevant FLT Group Entity or the relevant FLT Group Entity is entitled to take possession or control of such assets.

14. Employees

None of the FLT Group Entities has any employees.

15. Sufficiency of Financial Resources

The Acquiror has sufficient financial resources to satisfy in full the aggregate Cash Consideration required for the Trust Scheme.

This page has been intentionally left blank.

APPENDIX O – FCOT REPRESENTATIONS AND WARRANTIES

All capitalised terms used and not defined in the following extracts 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 registered office of the FCOT Manager from the date of this Scheme Document up until the Effective Date.

The FCOT Trustee and the FCOT Manager represent and warrant that:

1. Status

1.1 FCOT

FCOT is duly constituted pursuant to the FCOT Trust Deed, validly existing under the laws of Singapore and is listed on the Main Board of the SGX-ST.

1.2 FCOT Subsidiaries

1.2.1 Each of the FCOT Subsidiaries is duly incorporated and existing under its respective laws of incorporation.

1.2.2 The FCOT Trustee is the direct or indirect legal owner of the equity interest in the FCOT Subsidiaries, and holds such equity interests on trust for the benefit of the FCOT Unitholders in accordance with the FCOT Trust Deed, but otherwise free from any Encumbrances.

1.2.3 The FCOT Trustee does not hold any equity interest in any entity other than the FCOT Subsidiaries.

2. Pre-emption and Units, etc.

2.1 FCOT

All the FCOT Units have been duly authorised and validly issued, are fully paid-up and rank pari passu in all respects with each other. Save as Disclosed, FCOT is not subject to any actual or contingent obligation to issue or convert securities and FCOT will not make any distribution (in cash or in kind) to any FCOT Unitholders, except to pay any distribution which has been declared or which it is under a contractual obligation to pay but has not been paid prior to the date of the Implementation Agreement, and save for the FCOT Permitted Distributions.

2.2 FCOT Subsidiaries

All the issued shares of the FCOT Subsidiaries have been duly authorised and validly issued, are fully paid-up and rank pari passu in all respects with each other.

APPENDIX O – FCOT REPRESENTATIONS AND WARRANTIES

3. No Breach

Save for the required approvals and consents as set out in Paragraphs 2.10(a)(i) (*Amendments to FCOT Trust Deed*), (ii) (*Trust Scheme*), (iii) (*Court Approval for the Trust Scheme*), (iv) (*Regulatory Approvals*), (v) (*Approval from FLT Unitholders*) and (vi) (*Authorisations and Consents*) of the Letter to the FCOT Unitholders, neither the execution nor performance by the FCOT Trustee or the FCOT Manager of the Implementation Agreement nor any transaction contemplated under the Implementation Agreement will violate or accelerate the obligations of any FCOT Group Entity under any provision of their respective constitutive documents or any order, writ, injunction or decree of any Governmental Agency applicable to any FCOT Group Entity or their respective assets.

4. Full Disclosure

All information contained in the Implementation Agreement (including the Schedules in the Implementation Agreement) and the FCOT Disclosure Letter (including the FCOT Due Diligence Information referred to therein) was when given, and remains, true and correct in all material respects and not misleading and the FCOT Trustee and the FCOT Manager are not aware of any fact or matter or circumstances which renders any such information untrue, inaccurate or misleading in any material respect provided always that no warranty or representation shall be given by the FCOT Trustee or the FCOT Manager in relation to any forecast, estimate, projection or forward-looking statement which has been made by or on behalf of the FCOT Group. All material information in relation to the FCOT Group has been announced on SGXNET in compliance with its continuous disclosure requirements.

5. Accounts and Records

5.1 Audited Accounts

The FCOT FY2019 Financial Statements have been properly drawn up in accordance with the Statement of Recommended Accounting Practice 7 “Reporting Framework for Unit Trusts”. The FCOT FY2019 Financial Statements give a true and fair view of the state of affairs of the FCOT Group as at 30 September 2019, and the results of operations and the cash flow of the FCOT Group for the financial year ended 30 September 2019.

5.2 Changes since 30 September 2019

Save as publicly disclosed up to and including the Relevant Date, there have been no changes since 30 September 2019 up to the date of the Implementation Agreement and up to the Relevant Date as regards the FCOT Group which have a Material Adverse Effect, and, in particular:

- 5.2.1 its business has been carried on solely in the ordinary and usual course, without any material interruption or alteration in its nature, scope or manner, and so as to maintain the same as a going concern;
- 5.2.2 save as Disclosed, it has not assumed or incurred any obligations or liabilities (including contingent liabilities) or made any payment not provided for in the FCOT FY2019 Financial Statements and which has a Material Adverse Effect in respect of the FCOT Group, otherwise than in the ordinary and usual course of carrying on its business; or

APPENDIX O – FCOT REPRESENTATIONS AND WARRANTIES

5.2.3 it has not entered into any unusual, long-term and onerous commitments and contracts that would have a Material Adverse Effect in respect of the FCOT Group.

5.3 Absence of Undisclosed Liabilities

Save as publicly disclosed up to and including the Relevant Date, there are no material liabilities (including material contingent liabilities) of any FCOT Group Entity which are outstanding on the part of each FCOT Group Entity, or which are not:

5.3.1 liabilities Disclosed or provided for in the FCOT FY2019 Financial Statements;

5.3.2 liabilities incurred in the ordinary and usual course of business since 30 September 2019;

5.3.3 liabilities Disclosed elsewhere in the Implementation Agreement;

5.3.4 liabilities Disclosed in all public documents of FCOT, including its public announcements, circulars, releases and annual reports; or

5.3.5 liabilities Disclosed in the FCOT Due Diligence Information.

5.4 Trade and other Receivables

As far as the FCOT Trustee and the FCOT Manager are aware, the trade and other receivables, including accrued revenue in the FCOT FY2019 Financial Statements are stated at figures not exceeding the amounts which could, in the circumstances existing at the date of the FCOT FY2019 Financial Statements, reasonably be expected to be realised in the ordinary and usual course of carrying on the business of the FCOT Group. No new adverse events have occurred that would give doubt as to the ability to realise all current trade and other receivables in the ordinary and usual course of business after taking into account any provision for bad and doubtful debts made in the FCOT FY2019 Financial Statements.

6. **Legal Matters**

6.1 Compliance with Laws

6.1.1 Each FCOT Group Entity has carried on and is carrying on its business and operations so that there have been no breaches of applicable laws, regulations and bye-laws in each country in which they are carried on which has a Material Adverse Effect in respect of the FCOT Group, except that where any breach arises by reason only of any law, regulation and/or bye-law having been enacted between the date of the Implementation Agreement and the Relevant Date which has retrospective effect, such FCOT Group Entity shall not be regarded as having been in breach of this Paragraph 6.1.1 if such FCOT Group Entity takes all reasonable steps to comply with such law, regulation and/or bye-law immediately thereafter.

6.1.2 There have not been and there are no material breaches by any FCOT Group Entity of its constitutional documents.

APPENDIX O – FCOT REPRESENTATIONS AND WARRANTIES

- 6.1.3 The FCOT Trustee and the FCOT Manager are not aware of any investigation or enquiry by, or order, decree, decision or judgment of, any court, tribunal, arbitrator, governmental agency or regulatory body outstanding or anticipated against any FCOT Group Entity which has had or may have a Material Adverse Effect in respect of the FCOT Group.
- 6.1.4 There is no notice or other communication received from any court, tribunal, arbitrator, governmental agency or regulatory body with respect to an alleged, actual or potential violation of and/or failure to comply with any such applicable law, regulation, bye-law or constitutional document, or requiring it to take or omit any action, which has had or would have a Material Adverse Effect in respect of the FCOT Group.

6.2 Licences and Consents

- 6.2.1 All Licences necessary for the carrying on of the businesses and operations of each FCOT Group Entity have been obtained, are in full force and effect and all conditions applicable to any such Licence have been and are being complied with in all material respects, unless the failure to obtain any such Licence does not have a Material Adverse Effect in respect of the FCOT Group.
- 6.2.2 As far as the FCOT Trustee and the FCOT Manager are aware, there is no investigation, enquiry or proceeding outstanding or anticipated which will or is likely to result in the suspension, cancellation, modification or revocation of any of the Licences that will result in a Material Adverse Effect in respect of the FCOT Group.
- 6.2.3 None of the Licences has been breached, suspended, cancelled, refused, modified or revoked (whether as a result of the entry into the Implementation Agreement or otherwise) that will result in a Material Adverse Effect in respect of the FCOT Group, nor is any of the foregoing likely to happen as far as the FCOT Trustee and the FCOT Manager are aware, except that where any breach arises by reason only of any changes to the Licence imposed by the relevant authority and/or any changes to any applicable law, regulation and/or bye-law between the date of the Implementation Agreement and the Relevant Date which has retrospective effect, such FCOT Group Entity shall not be regarded as having been in breach of this Paragraph 6.2.3 if such FCOT Group Entity takes all reasonable steps to comply with such changes to the Licence immediately thereafter.

6.3 Litigation, Arbitration and Investigations

- 6.3.1 No litigation, arbitration or administrative proceeding is current or pending or, as far as the FCOT Trustee and the FCOT Manager are aware, threatened, to restrain the entry into, the exercise of their rights under and/or performance or enforcement of or compliance with its obligations under the Implementation Agreement.
- 6.3.2 No litigation, arbitration or administrative proceeding is current or pending or, as far as the FCOT Trustee and the FCOT Manager are aware, threatened (other than in the ordinary course of business), which has or could have a Material Adverse Effect in respect of the FCOT Group.

APPENDIX O – FCOT REPRESENTATIONS AND WARRANTIES

6.3.3 Save as Disclosed, as of the date of the Implementation Agreement, the FCOT Trustee and the FCOT Manager are not aware of any investigation or enquiry by any court, tribunal, arbitrator, governmental agency or regulatory body outstanding or anticipated against any FCOT Group Entity.

6.4 Insolvency

6.4.1 No order has been made or application presented or resolution passed for the winding-up or administration of any FCOT Group Entity, nor, as far as the FCOT Trustee and the FCOT Manager are aware, are there any grounds on which any person would be entitled to have any FCOT Group Entity wound-up or placed in administration.

6.4.2 No application has been presented for an order for the appointment of a judicial manager (or other similar order) to be made in relation to any FCOT Group Entity, nor has any such order been made.

6.4.3 FCOT has not received any notification of the appointment of any person as, nor as far as the FCOT Trustee and the FCOT Manager are aware, has any person become entitled to appoint, a receiver or receiver and manager or other similar officer over any FCOT Group Entity's business or assets or any part of them.

6.4.4 No composition in satisfaction of the debts of any FCOT Group Entity, or scheme of arrangement of its affairs, or compromise or arrangement between it and its creditors and/or members or any class of its creditors and/or members, has been proposed to FCOT, sanctioned or approved.

6.4.5 No distress, distraint, charging order, garnishee order, execution or other process has been levied or applied for in respect of the whole or any part of any of the property, assets and/or undertaking of any FCOT Group Entity.

6.4.6 None of the FCOT Group Entities has ceased trading or stopped payment to its creditors and as far as the FCOT Trustee and the FCOT Manager are aware, there are no grounds on which any FCOT Group Entity could be found to be unable to pay its debts within the meaning of Section 254(1)(e) of the Companies Act.

6.4.7 As far as the FCOT Trustee and the FCOT Manager are aware, no event has occurred causing, or which upon intervention or notice by any third party may cause, any floating charge created by any FCOT Group Entity to crystallise or any charge created by it to become enforceable, nor has any such crystallisation occurred or is such enforcement in process.

7. **Contractual Arrangements**

7.1 Debts, Contracts and Arrangements with Interested Persons etc.

Save as disclosed in public announcements, prospectuses, offer information statements, circulars, releases and annual reports of FCOT on MASNEX/SGXNET, there is no interested person transaction (as defined in the Listing Manual) between any FCOT Group Entity and any interested person (as defined in the Listing Manual) of FCOT which is of a value of 3% or more of the latest audited net tangible assets of the FCOT Group on a consolidated basis.

APPENDIX O – FCOT REPRESENTATIONS AND WARRANTIES

7.2 Effect of the Merger

The execution and delivery of, and the performance by the FCOT Trustee and the FCOT Manager of their respective obligations under the Implementation Agreement and the transactions contemplated hereunder:

- 7.2.1 does not and will not result in a breach of any provision of the Constitution or the constitutional documents of any FCOT Group Entity; or
- 7.2.2 save as Disclosed, does not and will not conflict with or result in the breach of or constitute a default under the FCOT Key Lease Agreements to which any FCOT Group Entity is now a party or any loan to or mortgage created by any FCOT Group Entity or relieve any other party to such contract with any FCOT Group Entity of its obligations under such contract or entitle such party to terminate or modify such contract, whether summarily or by notice or result in the creation of any Encumbrance under any such contract or result in a breach of any order, judgment or decree of any court, governmental agency or regulatory body to which any FCOT Group Entity is a party or by which any FCOT Group Entity or any of their respective assets is bound.

7.3 Contracts

- 7.3.1 Save for contracts with its professional advisers or as disclosed in public announcements, prospectuses, offer information statements, circulars, releases and annual reports of FCOT on MASNET/SGXNET, and other than as Disclosed, no FCOT Group Entity is, or has been, a party to any contract or transaction which:
 - (i) is outside the ordinary and usual course of business; and
 - (ii) is not wholly on an arm's length basis.
- 7.3.2 Save as disclosed in public announcements, prospectuses, offer information statements, circulars, releases and annual reports of FCOT on MASNET/SGXNET, and other than as Disclosed, none of the FCOT Group Entities:
 - (i) is, or has agreed to become, a member of any joint acquiror, consortium, partnership or other unincorporated association; or
 - (ii) is, or has agreed to become, a party to any agreement or arrangement for participating with others in any business sharing commissions or other income.

7.4 Compliance with Agreements

As far as the FCOT Trustee and the FCOT Manager are aware and save as Disclosed, all the contracts and all leases, tenancies, licences, concessions and agreements which are material to the operations of the FCOT Group to which any of the FCOT Group Entities is a party are valid, binding and enforceable obligations of the relevant FCOT Group Entity and the terms thereof have been complied with in all material respects by the relevant FCOT Group Entity and, to the best of the knowledge of the FCOT Trustee and the FCOT Manager, there are no circumstances likely to give rise to any breach of such terms, no grounds for rescission, avoidance or repudiation of any of such contracts or such leases, tenancies, licences, concessions or agreements and no notice of termination or of intention to terminate has been received in respect of any thereof.

APPENDIX O – FCOT REPRESENTATIONS AND WARRANTIES

8. Taxation Matters

8.1 Provisions or Reserve for Taxation

8.1.1 Proper provision or reserve has been made in the FCOT FY2019 Financial Statements for all Taxation liable to be assessed, charged or imposed on each FCOT Group Entity or for which each is or may become accountable in respect of:

- (i) profits, gains or income (as computed for Taxation purposes) arising or accruing or deemed to arise or accrue on or before 30 September 2019;
- (ii) any Transactions effected or deemed to be effected on or before 30 September 2019 or provided for in the FCOT FY2019 Financial Statements; and
- (iii) distributions made or deemed to be made on or before 30 September 2019 or provided for in the FCOT FY2019 Financial Statements.

8.1.2 Proper provision or reserve for deferred taxation in accordance with accounting principles and standards generally accepted at the date of the Implementation Agreement in the country of incorporation of the relevant FCOT Group Entity has been made in the FCOT FY2019 Financial Statements.

8.2 Returns, Information, Clearances, Incentives

8.2.1 Save as Disclosed, each FCOT Group Entity has complied in all material respects with all applicable tax laws, regulations, concessions, consents and/or clearances imposed by the relevant Taxation authorities. As far as the FCOT Trustee and the FCOT Manager are aware, no FCOT Group Entity is, nor is expected to be involved in a dispute in relation to Tax, and no Taxation authority has in the last 6 years of tax assessment preceding the date of the Implementation Agreement investigated or indicated that it intends to investigate any FCOT Group Entity's tax affairs.

8.2.2 All taxes assessed or imposed by any government or governmental or statutory body which have been assessed upon any FCOT Group Entity and which are due and payable on or before the Effective Date have been paid and were paid on or before the relevant due date for payment or will be paid before the relevant due date for payment.

8.2.3 All the Tax incentives and preferential Tax treatment enjoyed by the FCOT Group as at the date of the Implementation Agreement will not, as far as the FCOT Trustee and the FCOT Manager are aware, be affected, varied, withdrawn or revoked as a result of the Trust Scheme.

8.2.4 No FCOT Group Entity has received any notification that any of its relief (whether by way of deduction, reduction, set-off, exemption, postponement, roll-over, repayment or allowance or otherwise) from, against or in respect of any Taxation that has been claimed and/or given to any FCOT Group Entity would be effectively withdrawn, postponed, restricted, clawed back or otherwise lost as a result of any act, or omission by any FCOT Group Entity, which has or would have a Material Adverse Effect in respect of the FCOT Group.

APPENDIX O – FCOT REPRESENTATIONS AND WARRANTIES

8.2.5 No FCOT Group Entity has done or omitted to do anything since any application for any concession, consent or clearance from any Taxation authority that was made which might reasonably be expected to cause such concession, consent or clearance to be or become invalid, or to be withdrawn by the relevant Taxation authorities.

8.2.6 Each of the FCOT Trustee and the FCOT Manager will not take or omit to take any action that will cause such consent or clearance to be or become invalid, or to be withdrawn by the relevant Taxation authorities.

8.3 Residence

Each FCOT Group Entity has been resident for tax purposes in its country of incorporation and nowhere else at all times since its incorporation, and will be so resident at the Relevant Date.

8.4 Finance Leases

Save as disclosed in the FCOT FY2019 Financial Statements, no FCOT Group Entity is or has been the lessor or the lessee under any material finance lease of an asset. For the purposes of this paragraph, “**finance lease**” means any arrangements for the leasing of an asset which fall for the purposes of the accounts of a FCOT Group Entity to be treated in accordance with normal accounting practice (based on the lease accounting standards applicable to the preparation of the FCOT FY2019 Financial Statements) as a finance lease or loan.

9. **Subsidiaries, Associates and Branches**

Save as Disclosed in the FCOT Due Diligence Information (including with respect to the holding structure of Farnborough Business Park Ltd), no FCOT Group Entity:

- (a) is the holder or beneficial owner of, or has agreed to acquire, any share or loan capital of any other company (whether incorporated in Singapore or elsewhere); or
- (b) has any branch, agency, division, establishment or operations outside the jurisdiction in which it is incorporated.

10. **Insurance**

10.1 All the material assets of each of the FCOT Group Entities which are capable of being insured have at all material times been adequately insured against fire and other risks normally insured against by companies carrying on similar businesses or owning assets of a similar nature.

10.2 In respect of all such insurances, each FCOT Group Entity has complied in all material respects with the following:

10.2.1 all premiums have been duly paid when due;

10.2.2 all the current policies are valid and enforceable and, as far as the FCOT Trustee and the FCOT Manager are aware, are not void or voidable; and

APPENDIX O – FCOT REPRESENTATIONS AND WARRANTIES

10.2.3 save as Disclosed, no claim is outstanding, unpaid or in dispute and no circumstances exist which are likely to give rise to any claim under any of the policies.

11. Intellectual Property and Information Technology

11.1 Ownership etc.

The FCOT Group does not own any Intellectual Property and save as Disclosed, in all material respects, all Intellectual Property (whether registered or not) and all pending applications thereof which have been and are being used for the business of each FCOT Group Entity are (or, where appropriate in the case of pending applications, will be):

11.1.1 lawfully used with the consent of the owner under a licence; and

11.1.2 as far as the FCOT Trustee and the FCOT Manager are aware, not being infringed or attacked or opposed by any person.

11.2 Intellectual Property

Each FCOT Group Entity has complied in all material respects with the following:

11.2.1 save as Disclosed, all rights in Intellectual Property required for the business of any FCOT Group Entity are vested in or validly granted to such FCOT Group Entity and are not subject to any limit as to time or any other limitation, right of termination or restriction and all renewal fees and steps required for their maintenance or protection have been paid and taken;

11.2.2 save as Disclosed, all rights in the Intellectual Property, used by or otherwise required for the business of any FCOT Group Entity is in the possession of such FCOT Group Entity;

11.2.3 no FCOT Group Entity has granted or is obliged to grant any licence, sub-licence or assignment in respect of any Intellectual Property, used by or otherwise required for the business of such FCOT Group Entity other than to its employees or those of the other FCOT Group Entities for the purpose of carrying on its business;

11.2.4 save as Disclosed, no FCOT Group Entity nor any party with which such FCOT Group Entity has contracted is in breach of any licence, sub-licence or assignment granted to or by it in respect of any Intellectual Property, used by or otherwise required for the business of such FCOT Group Entity or is to be made available to it; and

11.2.5 as far as the FCOT Trustee and the FCOT Manager are aware, there is no, nor has there been at any time, any unauthorised use or infringement by any person of any of the Intellectual Property, used by or otherwise required for the business of any FCOT Group Entity.

APPENDIX O – FCOT REPRESENTATIONS AND WARRANTIES

11.3 Process

As far as the FCOT Trustee and the FCOT Manager are aware, the processes employed in the businesses conducted by each FCOT Group Entity and the products and services dealt in by each FCOT Group Entity do and did not use, embody or infringe any rights or interests of third parties in Intellectual Property (other than those belonging to or licensed to the FCOT Group Entities) and no claims of infringement of any such rights or interests have been made by any third party.

12. **Properties**

12.1 The Properties

The FCOT Properties comprise all of the premises and land owned, occupied or otherwise used in connection with the businesses of the FCOT Group Entities.

12.2 Title

The title to all FCOT Properties is proper legal and good marketable title (save for applicable pre-emption and consent requirements that are required to be complied with in the event of a sale and subject to the terms of the head leases relating to the leasehold properties held by the FCOT Group), and in each case free from (i) any Encumbrances (save that the FCOT Trustee holds such property on trust for the benefit of the FCOT Unitholders in accordance with the FCOT Trust Deed, and save for applicable debt financing); and (ii) defects, except such as do not materially affect the value of such property and do not materially interfere with the use of such property.

12.3 Leasehold Properties

Where the interest of the FCOT Trustee in any FCOT Property is leasehold, as far as the FCOT Trustee and the FCOT Manager are aware, the terms of the lease for the FCOT Properties have been complied with and there is no material subsisting breach, nor any material non-observance of any covenant, condition or agreement contained in the lease on the part of either the relevant landlord or the FCOT Trustee.

13. **Title to Assets (excluding the FCOT Properties)**

13.1 All assets of each FCOT Group Entity (excluding the FCOT Properties), including all debts due to each FCOT Group Entity which are included in the FCOT FY2019 Financial Statements were at 30 September 2019, the absolute property of such FCOT Group Entity and (save for those subsequently disposed of or realised in the ordinary and usual course of business) all such assets and debts which have subsequently been acquired or arisen are the absolute property of such FCOT Group Entity.

13.2 All such assets are, where capable of possession, in the possession of or under the control of the relevant FCOT Group Entity or the relevant FCOT Group Entity is entitled to take possession or control of such assets.

14. **Employees**

None of the FCOT Group Entities has any employees.

APPENDIX P – PRESCRIBED OCCURRENCES

All capitalised terms used and not defined in the following extracts 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 registered office of the FCOT Manager from the date of this Scheme Document up until the Effective Date.

In this Scheme Document, “**Prescribed Occurrence**”, in relation to FCOT and each FCOT Group Entity, and in relation to FLT and each FLT Group Entity, as the case may be, means any of the following:

- (a) **Conversion of FCOT Units or FLT Units:** converting all or any of FCOT Units or FLT Units into a larger or smaller number of FCOT Units or FLT Units as the case may be;
- (b) **Securities Buy-back:** FCOT (or any FCOT Group Entity) or FLT (or any FLT Group Entity) entering into a securities buy-back agreement or resolving to approve the terms of a securities buy-back agreement under the relevant securities legislation;
- (c) **Issuance of FCOT Units or FLT Units:** FCOT (or any FCOT Group Entity) or FLT (or any FLT Group Entity) issuing, or granting an option to subscribe for, any FCOT Units or FLT Units or securities convertible into FCOT Units or FLT Units or agreeing to issue or to grant such an option or convertible security (except for any issuance of (i) FLT Units to each of the FLT Manager or the FLT Australia Manager, as payment of its respective base management fees, performance fees, acquisition fees and divestment fees, as consistent with its usual policy of electing to receive FLT Units; and (ii) FCOT Units to the FCOT Manager as payment of base management fees, performance fees, acquisition fees or divestment fees, as consistent with its usual policy of electing to receive FCOT Units);
- (d) **Issuance of Debt Securities:** FCOT (or any FCOT Group Entity) or FLT (or any FLT Group Entity) issuing, or agreeing to issue, convertible notes or other debt securities;
- (e) **Amendment of Trust Deed:** the FCOT Manager or the FLT Manager making any amendment to the FCOT Trust Deed (save for the Trust Deed Amendments) and/or the FLT Trust Deed respectively;
- (f) **Distributions:** declaring, making or paying any distribution to FCOT Unitholders or FLT Unitholders (as the case may be), except for any distribution which has been declared or which FCOT or FLT (as the case may be) is under a contractual obligation to pay but has not been paid prior to the date of the Implementation Agreement, and save for the FCOT Permitted Distributions or the FLT Permitted Distributions (as the case may be);
- (g) **Injunctions:** an injunction or other order issued by any court of competent jurisdiction or other legal restraint or prohibition preventing the consummation of the Trust Scheme or the Merger or any part thereof by FCOT (or any FCOT Group Entity) or FLT (or any FLT Group Entity);
- (h) **Resolution for Winding Up:** resolving that FCOT (or any FCOT Group Entity) or FLT (or any FLT Group Entity) be wound up;
- (i) **Appointment of Liquidator and Judicial Manager:** the appointment of a liquidator, provisional liquidator, judicial manager and/or provisional judicial manager of FCOT (or any FCOT Group Entity) or FLT (or any FLT Group Entity);

APPENDIX P – PRESCRIBED OCCURRENCES

- (j) **Order of Court for Winding Up:** the making of an order by a court of competent jurisdiction for the winding up of FCOT (or any FCOT Group Entity) or FLT (or any FLT Group Entity);
- (k) **Composition:** entering into any arrangement or general assignment or composition for the benefit of the creditors generally of FCOT (or any FCOT Group Entity) or FLT (or any FLT Group Entity);
- (l) **Appointment of Receiver:** the appointment of a receiver or a receiver and manager, in relation to the property or assets of FCOT (or any FCOT Group Entity) or FLT (or any FLT Group Entity);
- (m) **Insolvency:** FCOT (or any FCOT Group Entity) or FLT (or any FLT Group Entity) becoming or being deemed by law or a court of competent jurisdiction to be insolvent, stops or suspends or defaults on or threatens to stop or suspend or default on, payment of its debts, or otherwise triggers an event of default under the terms of its debts;
- (n) **Cessation of Business:** FCOT (or any FCOT Group Entity) or FLT (or any FLT Group Entity) ceases or threatens to cease for any reason to carry on business in the ordinary and usual course;
- (o) **Investigations and Proceedings:** if FCOT (or any FCOT Group Entity) or FLT (or any FLT Group Entity) or the FCOT Manager or the FLT Manager or any of their respective directors or employees is or will be the subject of any governmental, quasi-governmental, criminal, regulatory or stock exchange investigation and/or proceeding; or
- (p) **Analogous Event:** any event occurs which, under the laws of any applicable jurisdiction, has an analogous or equivalent effect to any of the foregoing events.

This page has been intentionally left blank.

This page has been intentionally left blank.

Managed by:

Frasers Commercial Asset Management Ltd.

Company Registration Number: 200503404G

438 Alexandra Road
#21-00 Alexandra Point
Singapore 119958

fraserscommercialtrust.com