



PROSPECTUS DATED 25 SEPTEMBER 2019

(Registered with the Monetary Authority of Singapore on 25 September 2019).

This document is important. If you are in any doubt as to the action you should take, you should consult your stockbroker, bank manager, solicitor, accountant or other professional adviser.

Lendlease Global Commercial Trust Management Pte. Ltd., as manager (the “**Manager**”) of Lendlease Global Commercial REIT (“**Lendlease Global REIT**”), is making an offering (the “**Offering**”) of 387,474,987 units representing undivided interests in Lendlease Global REIT (“**Units**”) for subscription at the Offering Price (as defined below) (the “**Offering Units**”). The Offering consists of (i) an international placement of 364,747,987 Units to investors (other than LLT Sub-Trust and the Cornerstone Investors, each as defined below), including institutional and other investors in Singapore (the “**Placement Tranche**”), of which 13,000,000 Units will be reserved for subscription by the directors, management, employees and business associates of Lendlease Corporation Limited (the “**Sponsor**” or “**Lendlease Corporation**”) and its subsidiaries (the “**Reserved Units**”); and (ii) an offering of 22,727,000 Units to the public in Singapore (the “**Public Offering**”).

It is currently expected that the issue price of each Unit under the Offering (the “**Offering Price**”) will be S\$0.88 per Unit (the “**Offering Price**”). The sole financial advisor and sole issue manager for the Offering is DBS Bank Ltd. (the “**Sole Financial Adviser and Issue Manager**”). DBS Bank Ltd. and Citigroup Global Markets Singapore Pte. Ltd. are the joint global coordinators, bookrunners and underwriters for the Offering (collectively, the “**Joint Global Coordinators, Bookrunners and Underwriters**”) or the “**Joint Bookrunners and Underwriters**” or the “**Joint Global Coordinators**” or the “**Joint Bookrunners**”). The Offering is fully underwritten at the Offering Price by the Joint Bookrunners on the terms and subject to the conditions of the Underwriting Agreement (as defined herein).

The total number of Units in issue as at the date of this Prospectus is three Units (the “**Initial Units**”) which are held by Lendlease SREIT Pty Limited, in its capacity as trustee of Lendlease SREIT Sub Trust (“**LLT Sub-Trust**”). The total number of outstanding Units immediately after completion of the Offering will be 1,167,946,000 Units. The exercise of the Over-Allotment Option will not increase the total number of Units in issue.

Concurrently with, but separate from the Offering, Lendlease SREIT Pty Limited, in its capacity as trustee of LLT Sub-Trust, has entered into a subscription agreement (the “**LLT Sub-Trust Subscription Agreement**”) to subscribe for an aggregate of 318,137,997 Units (together with the Initial Units, the “**LLT Sub-Trust Units**”) at the Offering Price conditional upon the Underwriting Agreement having been entered into, and not having been terminated, pursuant to its terms on or prior to the Settlement Date.

In addition, concurrently with, but separate from the Offering, each of the Cornerstone Investors (as defined herein) has entered into a separate subscription agreement to subscribe for an aggregate of 453,785,013 Units (the “**Cornerstone Units**”) at the Offering Price conditional upon the Underwriting Agreement having been entered into, and not having been terminated, pursuant to its terms on or prior to the Settlement Date.

Prior to the Offering, there has been no market for the Units. The offer of Units under this Prospectus will be by way of an initial public offering in Singapore (the “**IPO**”). Application has been made to Singapore Exchange Securities Trading Limited (the “**SGX-ST**”) for permission to list on the Main Board of the SGX-ST (i) all Units comprised in the Offering, (ii) the LLT Sub-Trust Units, (iii) the Cornerstone Units, (iv) all the Units which will be issued to the Manager from time to time in full or part payment of the Manager’s fees (including the IPO Acquisition Fee Units) (as defined herein), (v) all the Units which will be issued to any of the Property Managers (as defined herein) or their nominee from time to time in full or part payment of the Property Managers’ respective fees, and (vi) all the Units which will be issued to any of the Asset Managers (as defined herein) or their nominee from time to time in full or part payment of the Asset Managers’ respective fees. Such permission will be granted on the date when Lendlease Global REIT has been admitted to the Official List of the SGX-ST (the “**Listing Date**”). Acceptance of applications for Units will be conditional upon issue of the Units and upon permission being granted to list the Units. In the event that such permission is not granted or if the Offering is not completed for any other reason, application monies will be returned in full, at each investor’s own risk, without interest or any share of revenue or other benefit arising therefrom, and without any right or claim against any of Lendlease Global REIT, the Manager, RBC Investor Services Trust Singapore Limited, in its capacity as trustee of Lendlease Global REIT (the “**Trustee**”), the Sponsor, the Sole Financial Adviser and Issue Manager, the Joint Global Coordinators, or the Joint Bookrunners.

Lendlease Global REIT has received a letter of eligibility from the SGX-ST for the listing and quotation (the “**Listing**”) of (i) all Units comprised in the Offering, (ii) all the LLT Sub-Trust Units, (iii) all the Cornerstone Units, (iv) all the Units which will be issued to the Manager from time to time in full or part payment of the Manager’s fees (including the IPO Acquisition Fee Units), (v) all the Units which will be issued to any of the Property Managers or their nominee from time to time in full or part payment of the Property Managers’ respective fees, and (vi) all the Units which will be issued to any of the Asset Managers or their nominee from time to time in full or part payment of the Asset Managers’ respective fees, on the Main Board of the SGX-ST. Lendlease Global REIT’s eligibility to list on the Main Board of the SGX-ST does not indicate the merits of the Offering, Lendlease Global REIT, the Manager, the Trustee, the Sponsor, the Sole Financial Adviser and

Issue Manager, the Joint Global Coordinators, the Joint Bookrunners or the Units. The SGX-ST assumes no responsibility for the correctness of any statements or opinions made or reports contained in this Prospectus. Admission to the Official List of the SGX-ST is not to be taken as an indication of the merits of the Offering, Lendlease Global REIT, the Manager, the Trustee, the Sponsor, the Sole Financial Adviser and Issue Manager, the Joint Global Coordinators, the Joint Bookrunners or the Units.

The collective investment scheme offered in this Prospectus is a scheme pending authorisation under the Securities and Futures Act, Chapter 289 of Singapore (the “**Securities and Futures Act**” or “**SFA**”). A copy of this Prospectus has been lodged with and registered by the Monetary Authority of Singapore (the “**Authority**” or “**MAS**”) on 16 September 2019 and 25 September 2019, respectively. The Authority assumes no responsibility for the contents of the Prospectus. Registration of the Prospectus by the Authority does not imply that the Securities and Futures Act or any other legal or regulatory requirements have been complied with. The Authority has not, in any way, considered the investment merits of the collective investment scheme. This Prospectus will expire on 24 September 2020 (12 months after the date of the registration of this Prospectus).

See “**Risk Factors**” commencing on page 57 of this Prospectus for a discussion of certain factors to be considered in connection with an investment in the Units. None of the Manager, the Trustee, the Sponsor, the Sole Financial Adviser and Issue Manager, the Joint Global Coordinators or the Joint Bookrunners guarantees the performance of Lendlease Global REIT, the repayment of capital or the payment of a particular return on the Units.

Investors applying for Units under the Public Offering by way of Application Forms (as defined herein) or Electronic Applications (both as referred to in Appendix G, “**Terms, Conditions and Procedures for Application for and Acceptance of the Units in Singapore**”) will have to pay the Offering Price on application, subject to a refund of the full amount or, as the case may be, the balance of the application monies (in each case without interest or any share of revenue or other benefit arising therefrom), where (i) an application is rejected or accepted in part only, or (ii) if the Offering does not proceed for any reason.

In connection with the Offering, the Joint Bookrunners have been granted an over-allotment option (the “**Over-Allotment Option**”) by Lendlease SREIT Pty Limited, in its capacity as trustee of LLT Sub-Trust (the “**Unit Lender**”), a wholly-owned sub-trust of Lendlease Trust (through its responsible entity Lendlease Responsible Entity Limited) (“**Lendlease Trust**”), exercisable by DBS Bank Ltd. (the “**Stabilising Manager**”) (or any of its affiliates), in consultation with the other Joint Bookrunners, in full or in part, on one or more occasions, during the period commencing on the Listing Date until the earlier of (i) the date falling 30 days from the Listing Date; or (ii) the date when the Stabilising Manager (or its affiliates or other persons acting on behalf of the Stabilising Manager) has bought, on the SGX-ST, an aggregate of 34,097,000 Units, representing approximately 8.8% of the total number of Units in the Offering in undertaking stabilising actions, to purchase up to an aggregate of 34,097,000 Units (representing approximately 8.8% of the total number of Units in the Offering), at the Offering Price. The exercise of the Over-Allotment Option will not increase the total number of Units outstanding. In connection with the Offering, the Stabilising Manager (or its affiliates or other persons acting on behalf of the Stabilising Manager) may, in consultation with the other Joint Bookrunners and at its discretion, over-allot or effect transactions which stabilise or maintain the market price of the Units at levels that might not otherwise prevail in the open market. However, there is no assurance that the Stabilising Manager (or its affiliates or other persons acting on behalf of the Stabilising Manager) will undertake stabilising action. Such transactions may be effected on the SGX-ST and in other jurisdictions where it is permissible to do so, in each case in compliance with all applicable laws and regulations.

For the purposes of the European Alternative Investment Fund Managers Directive (Directive 2011/61/EU) (“**AIFMD**”), Lendlease Global REIT will constitute a non-EU Alternative Investment Fund whose fund manager is the Manager, itself a non-EU Alternative Investment Fund Manager. Each member state of the European Economic Area (the “**EEA**”) is adopting or has adopted legislation implementing AIFMD into national law. Under AIFMD, marketing to any investor domiciled or with a registered office in the EEA will be restricted by such laws and no such marketing shall take place except as permitted by such laws. The Units may only be offered and issued in accordance with applicable laws in relevant member states, and potential investors should ensure they are able to subscribe for Units in accordance with those laws.

The Units may only be made available for purchase in the EEA by professional investors, being investors that are considered to be a professional client or may, on request, be treated as a professional client, within the meaning of Annex II to Directive 2014/65/EU (MiFID II).

Nothing in this Prospectus constitutes an offer for securities for sale in the United States or any other jurisdiction where it is unlawful to do so. The Units have not been, and will not be, registered under the United States Securities Act of 1933, as amended (the “**Securities Act**”) or the securities laws of any state of the United States and accordingly, may not be offered or sold within the United States except in certain transactions exempt from or not subject to the registration requirements of the Securities Act. The Units are only being offered and sold in offshore transactions as defined in and in reliance on Regulation S under the Securities Act (“**Regulation S**”) and to certain U.S. investors on a limited basis, pursuant to an exemption from the registration requirements of the Securities Act, who have agreed, among other things, to restrictions on transfer.

1 Forecast Year 2020 (“**FY2020**”) refers to the period commencing on 1 July 2019 and ending on 30 June 2020 (both dates inclusive) while Projection Year 2021 (“**PY2021**”) refers to the period from 1 July 2020 to 30 June 2021. The distribution yield for FY2020 and PY2021 is based on the Offering Price of S\$0.88, together with the accompanying assumptions found in the Prospectus and (for FY2020) annualised by extrapolating from 1 October 2019 to 30 June 2020 for a full 12 months of operating results, since it is assumed that prior to 1 October 2019, Lendlease Global REIT is inactive. Such yields will vary accordingly for investors who purchase the Units in the secondary market at a market price different from the Offering Price.

ABOUT LENDLEASE GLOBAL COMMERCIAL REIT

Lendlease Global Commercial REIT (“Lendlease Global REIT”) is a Singapore real estate investment trust (“REIT”) established with the principal investment strategy of investing, directly or indirectly, in a diversified portfolio of stabilised income-producing real estate assets² located globally that are used primarily for retail and/or office purposes as well as real estate-related assets in connection with the foregoing.

The Manager is Lendlease Global Commercial Trust Management Pte. Ltd., an indirect wholly-owned subsidiary of the Sponsor.

ABOUT THE SPONSOR

Lendlease Corporation Limited is part of the Lendlease Group, a leading international property and infrastructure group listed on the Australian Securities Exchange (the “ASX”) with operations in Australia, Asia, Europe and the Americas.

The Lendlease Group has delivered projects around the world for 60 years, taking on a disciplined approach in implementing its strategy with a focus on opportunities in targeted Gateway Cities underpinned by the six identified trends of urbanisation, global infrastructure, funds growth, the ageing population, sustainability and technology.

Pursuing on an integrated business model comprising Development, Construction, and Investments, the Sponsor’s approach is to maintain a portfolio of operations that deliver diversification of earnings by segment and region, providing a mitigant to property cycles.

Recognised as a Leading International Property and Infrastructure Group



LENDLEASE’S PRESENCE IN GATEWAY CITIES ACROSS THE WORLD

~A\$100b³
Development Pipeline in urbanisation, communities, retirement living, and infrastructure development.



Melbourne Quarter, Melbourne



Southbank, Chicago

San Francisco
 Los Angeles
 Chicago
 Boston
 New York



Elephant & Castle, London

London
 Milan
 Rome

² “A stabilised income-producing real estate asset” means a real estate asset which meets the following criteria as at the date of the proposed offer: (i) achieved a minimum occupancy of at least 80%; (ii) achieved an average rental rate comparable to the market rental rate for similar assets as determined by the valuer commissioned for the latest valuation of the relevant asset; (iii) (if the asset is being acquired from the Lendlease Group) Lendlease Global REIT being satisfied that there are no material asset enhancement initiatives required within two years of the acquisition of such asset; and (iv) is suitable for acquisition by Lendlease Global REIT taking into account market conditions at the time of the proposed offer.

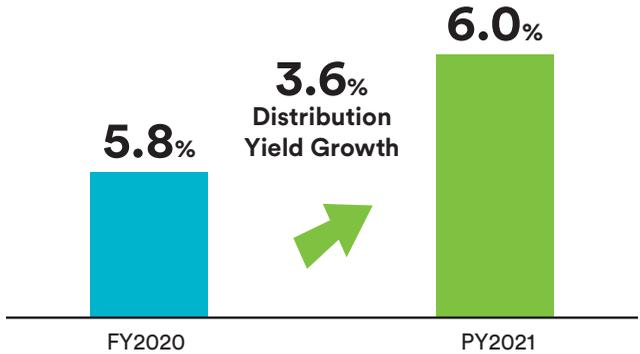
³ As at the Latest Practicable Date, 6 September 2019. According to the Lendlease Group Full Year Results Presentation for FY2019, the commercial component is approximately A\$29 billion comprising 322,000 sq m of commercial space in delivery across seven major buildings (~A\$5 billion) and approximately 2,100,000 sq m of commercial space not yet in delivery (~A\$24 billion).

GLOBAL SPONSOR, STRONG PIPELINE

- 01 Strong Sponsor with a global presence and clear portfolio selection strategy with exposure to commercial markets in Gateway Cities globally
- 02 Portfolio of commercial assets with excellent operating metrics
- 03 Tax transparency and exemptions on income from the IPO Portfolio

DISTRIBUTION YIELD⁵

To distribute 100.0% of Lendlease Global REIT's adjusted net cash flow from operations for the period from the Listing Date to the end of Projection Year 2021 (distributions to be declared in Singapore dollars).



A\$35.2b⁴

Funds Under Management across 14 wholesale funds and on behalf of over 150 institutional investors.



GATEWAY CITIES

Lendlease Group currently operates in four key regions across eight countries. Its aim is to have a presence in the cities it believes will be the most resilient and stronger performing. Lendlease Group has a portfolio of 21 urbanisation projects across 10 Gateway Cities.

Asia



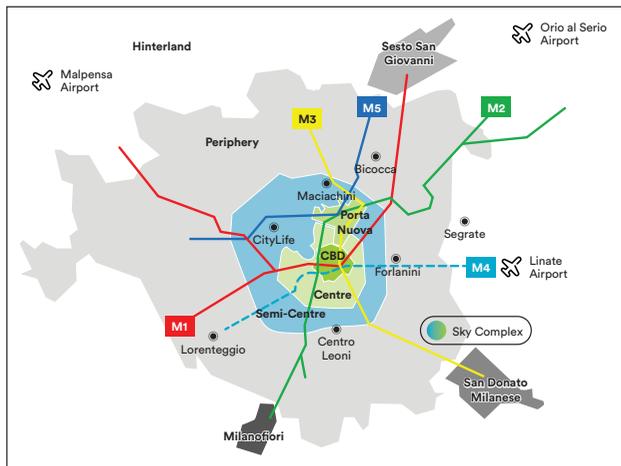
Paya Lebar Quarter, Singapore

⁴ As at 30 June 2019.

⁵ Forecast Year 2020 ("FY2020") refers to the period commencing on 1 July 2019 and ending on 30 June 2020 (both dates inclusive) while Projection Year 2021 ("PY2021") refers to the period from 1 July 2020 to 30 June 2021. The distribution yield for FY2020 and PY2021 is based on the Offering Price of S\$0.88, together with the accompanying assumptions found in the Prospectus and (for FY2020) annualised by extrapolating from 1 October 2019 to 30 June 2020 for a full 12 months of operating results, since it is assumed that prior to 1 October 2019, Lendlease Global REIT is inactive. Such yields will vary accordingly for investors who purchase the Units in the secondary market at a market price different from the Offering Price.

MILAN MARKET OVERVIEW

Santa Giulia



STRATEGICALLY SITUATED IN MILANO SANTA GIULIA

- One of the highest take-up rates in the Milan office market over the past three years
- Strategic area due to its connection with the historical centre of Milan and easy access to all major transportation infrastructure modes
- 150m from subway and high-speed rail stations
- 5km from Milan CBD
- 10 mins drive from Linate Airport

100% OCCUPIED BY AN INTERNATIONAL TENANT, SKY ITALIA, WITH A LONG-TERM LEASE STRUCTURE

- 100% leased to Sky Italia, an Italian satellite television platform owned by Comcast Corporation – the second largest broadcasting and cable television company in the world by revenue
- Single, long-term (12 + 12 year) lease since 2008

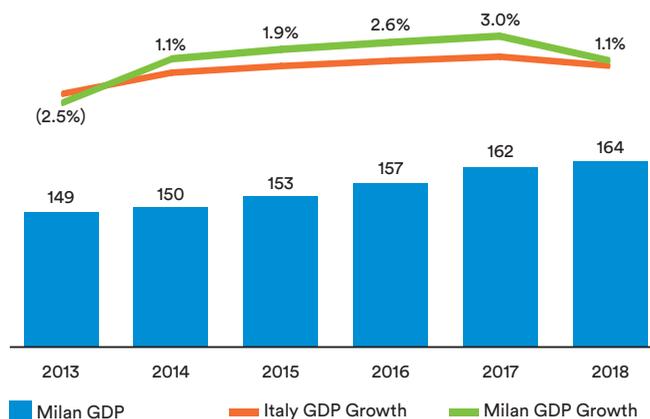
EMBEDDED ORGANIC RENTAL GROWTH

- Triple net lease structure, minimising operational costs and risks for the REIT
- Annual rental step-up structure which tracks the ISTAT CPI's index variation starting from the second year of lease

SITUATED IN THE MILAN METROPOLITAN AREA - EUROPE'S FOURTH LARGEST ECONOMY AND AN ATTRACTIVE OFFICE MARKET

- One of the top destinations in Europe for the office sector by investors and office occupiers

Milan Area's GDP (€'b) and GDP Growth (%)

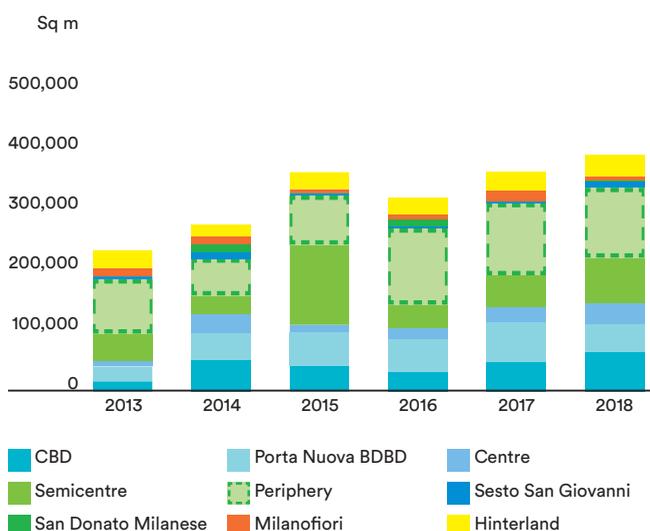


Source: The Italian National Institute of Statistics ("ISTAT"). Real GDP with 2010 prices

MILAN OFFICE TAKE-UP EVOLUTION

- 2018 saw a take-up of over 4 million sq ft, the highest ever recorded and the general outlook for the office sector is positive⁶
- Projected increases in rents for prime Grade-A offices in Milan over the next few years⁶

Milan Office Take-Up Evolution by Submarket 2013-2018 (sq m)⁶





GRADE-A OFFICE MILAN

Sky Complex – Comprises Three Office Buildings

No. of Buildings	3
Type	Grade-A Office ⁷
Title	Freehold
Ownership	100%
NLA (sq ft)	999,116 ⁸
Appraised Value	S\$400.3 million ⁹
% of IPO Portfolio (By Appraised Value)	28.5%



PORTFOLIO WITH EXCELLENT OPERATING METRICS



4 RETAIL AND OFFICE BUILDINGS



~**1.3** m sq ft
NET LETTABLE AREA (“NLA”)⁸



2 GATEWAY CITIES



99.9%
COMMITTED OCCUPANCY⁸



S\$ **1.4** b
APPRAISED VALUE¹⁰



10.4 years
WEIGHTED AVERAGE
LEASE EXPIRY
(BY LEASED NLA)¹¹

⁷ Comprises offices and television studios.

⁸ As at 30 June 2019.

⁹ Based on the €:S\$ exchange rate of €1: S\$1.525.

¹⁰ As at 31 July 2019 based on the aggregate of the higher of the two independent valuations for each Property conducted by the Independent Valuers in respect of each Property (“Appraised Value”) and taking into account the effects of the Singapore Property Tenant Incentive Reimbursement.



PRIME RETAIL SINGAPORE

313@somerset – A Differentiated Lifestyle Destination Mall

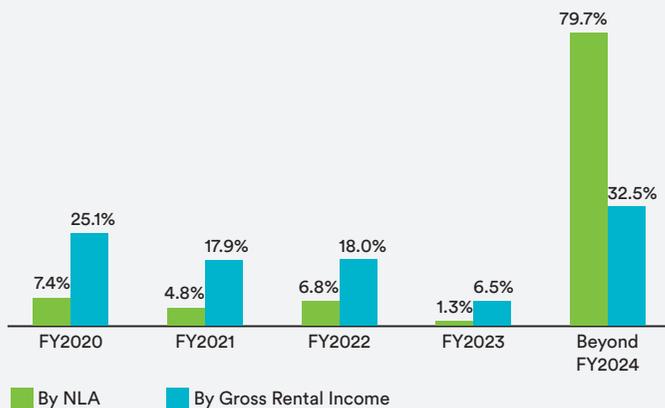
No. of Buildings	1
Type	Prime Retail
Title	99-year Leasehold ¹²
Ownership	100%
NLA (sq ft)	288,277 ⁸
Appraised Value	S\$1,005 million ¹⁰
% of IPO Portfolio (By Appraised Value)	71.5%



BALANCED LEASE EXPIRY PROFILE

- 12.2% of the existing leases of the IPO Portfolio by leased NLA⁸ will expire in FY2020 and FY2021
- 43.0% of the existing leases of the IPO Portfolio by Gross Rental Income for the month of June 2019 will expire in FY2020 and FY2021

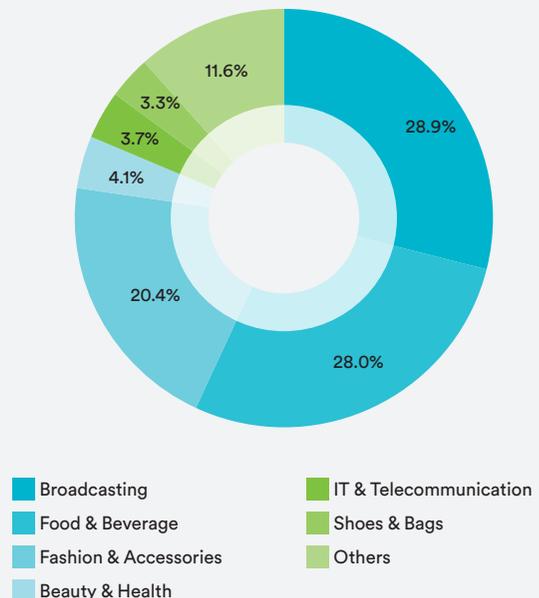
IPO Portfolio Lease Expiry Profile



HIGH QUALITY AND WELL-DIVERSIFIED TENANT BASE

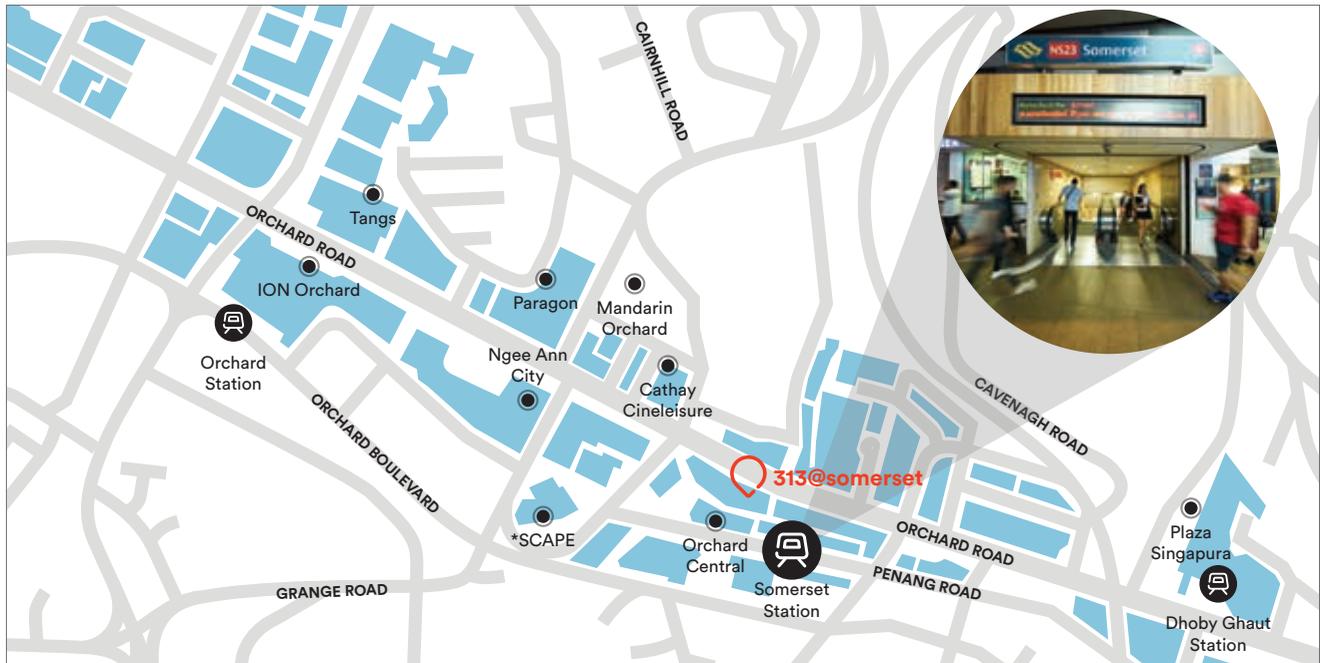
- 150 tenants across 14 trade sectors

Trade sector breakdown by Gross Rental Income for the month of June 2019



¹¹ As at 30 June 2019 and assuming that Sky Italia does not exercise its break option in 2026.
¹² From 21 November 2006 until 20 November 2105.

SINGAPORE MARKET OVERVIEW



STRATEGICALLY LOCATED IN THE HEART OF ORCHARD ROAD

- Direct access to Somerset MRT Station

CONSISTENTLY HIGH FOOTFALL

- An average of 45.5 million per annum over FY2017, FY2018 and FY2019

STRONG COMMITTED OCCUPANCY RATE

- High committed occupancy rate of 99.6%⁸ as compared to Orchard Road's average occupancy rate of 94.8% over FY2017 to FY2019

EMBEDDED ORGANIC RENTAL GROWTH

- 313@somerset leases are typically structured with 3-year tenures comprising base rent and turnover rent, which is calculated as a percentage of tenants' gross turnover
- 58.9% of leases by NLA for 313@somerset⁸ have step-up structures for FY2020, with an average rental escalation of 3.0%, thus providing a stable and growing rental income stream

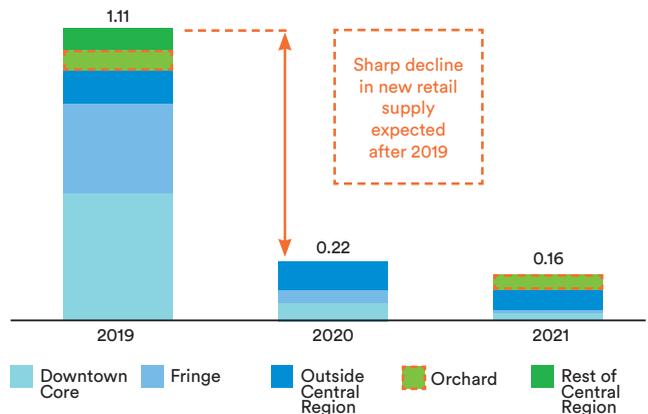
% of NLA with Built-in Rental Escalation



LIMITED NEW SUPPLY OF RETAIL SPACE ON ORCHARD ROAD AND REST OF SINGAPORE

- An anticipated positive market cycle in the retail submarket of Orchard Road

Future Retail Supply (sq ft in millions)



Source: Independent Property Market Resesarch Report, data as at Q1 2019
Note: Only projects with NLA of 10,000 sq ft or more are included in the count of future supply

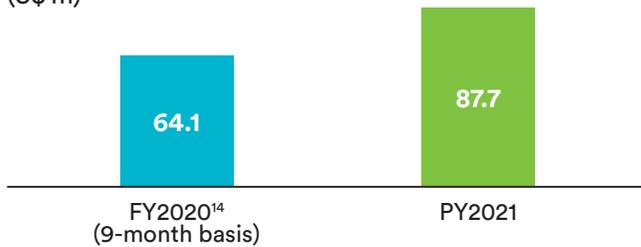
POISED TO BENEFIT FROM UPCOMING ORCHARD REJUVENATION

- The Singapore Government has expressed its commitment to rejuvenate Orchard Road as a vibrant lifestyle destination that offers an exceptional experience beyond retail
- Somerset sub-precinct is set to undergo a rejuvenation exercise to include more youth-oriented dining and entertainment offerings to make it the focal area of Orchard Road

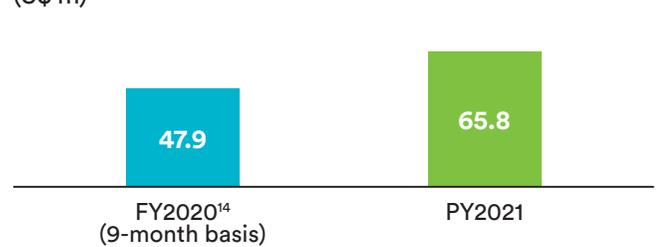


KEY FINANCIALS¹³

GROSS REVENUE (S\$m)



NET PROPERTY INCOME (S\$m)



KEY STRATEGIES OF MANAGER

- Proactive asset management and enhancement strategy
- Investments and acquisition growth strategy
- Prudent capital management strategy

TAX TRANSPARENCY AND EXEMPTIONS

- Tax transparency treatment on rental and other ancillary income derived from the letting of the Singapore Property
- Exempt from Italian withholding tax and Singapore income tax on distributions received from the Milan Property

DISTRIBUTION POLICY

- To distribute 100.0% of Lendlease Global REIT's adjusted net cash flow from operations for the period from the Listing Date to the end of Projection Year 2021, and at least 90.0% of its adjusted net cash flow from operations thereafter on a semi-annual basis
- The first distribution, which will be in respect of the period from the Listing Date to 31 December 2019, will be paid by the Manager on or before 31 March 2020
- Distributions to be declared in Singapore dollars

INDICATIVE TIMETABLE

Opening date and time for the Public Offer	25 September 2019 9.00 p.m.
Closing date and time for the Public Offer	30 September 2019 12.00 noon
Commence trading on a "Ready" basis	2 October 2019 2.00 p.m.

HOW TO APPLY

Applications for the Public Offer can be made through:

- ATMs and internet banking websites of DBS Bank Ltd. (including POSB), Oversea-Chinese Banking Corporation Limited and United Overseas Bank Limited
- Mobile banking interface of DBS Bank Ltd.
- Printed WHITE Public Offer Units Application Form, which forms part of this Prospectus



¹³ FY2020 refers to the period commencing on 1 July 2019 and ending on 30 June 2020 (both dates inclusive) while PY2021 refers to the period from 1 July 2020 to 30 June 2021.

¹⁴ Based on the assumption that (i) the Listing Date is 1 October 2019, (ii) that prior to the Listing Date, Lendlease Global REIT Group is inactive, and (iii) the actual financial results of Lendlease Global REIT Group will only reflect the operations of the Properties commencing after the date of acquisition of these Properties by Lendlease Global REIT, which will occur on the Listing Date. Accordingly, each of the gross revenue and net property income of Lendlease Global REIT in relation to FY2020 as presented above are on a 9-month basis.

TABLE OF CONTENTS

	Page
NOTICE TO INVESTORS	iii
FORWARD-LOOKING STATEMENTS	v
CERTAIN DEFINED TERMS AND CONVENTIONS	vi
MARKET AND INDUSTRY INFORMATION	vii
OVERVIEW	1
RISK FACTORS	57
USE OF PROCEEDS	85
OWNERSHIP OF THE UNITS	87
DISTRIBUTIONS	92
EXCHANGE RATE INFORMATION	94
CAPITALISATION AND INDEBTEDNESS	95
UNAUDITED PRO FORMA CONSOLIDATED BALANCE SHEET AS AT THE LISTING DATE	97
PROFIT FORECAST AND PROFIT PROJECTION	101
STRATEGY	114
BUSINESS AND PROPERTIES	120
OVERVIEW OF THE ACQUISITION OF THE PROPERTIES	137
THE MANAGER AND CORPORATE GOVERNANCE	143
THE SPONSOR	188
THE FORMATION AND STRUCTURE OF LENDLEASE GLOBAL REIT	197
CERTAIN AGREEMENTS RELATING TO LENDLEASE GLOBAL REIT AND THE PROPERTIES	212
OVERVIEW OF RELEVANT LAWS AND REGULATIONS	226
TAXATION	232
PLAN OF DISTRIBUTION	241
CLEARANCE AND SETTLEMENT	253
EXPERTS	254
REPORTING ACCOUNTANTS	255
GENERAL INFORMATION	256
GLOSSARY	262

APPENDIX A	– REPORTING ACCOUNTANTS’ REPORT ON THE PROFIT FORECAST AND PROFIT PROJECTION	A-1
APPENDIX B	– REPORTING ACCOUNTANTS’ REPORT ON THE COMPILATION OF UNAUDITED PRO FORMA CONSOLIDATED BALANCE SHEET AS AT THE LISTING DATE	B-1
APPENDIX C	– UNAUDITED PRO FORMA CONSOLIDATED BALANCE SHEET AS AT THE LISTING DATE	C-1
APPENDIX D	– INDEPENDENT TAXATION REPORT	D-1
APPENDIX E	– INDEPENDENT PROPERTY VALUATION SUMMARY REPORTS .	E-1
APPENDIX F	– INDEPENDENT PROPERTY MARKET RESEARCH REPORT	F-1
APPENDIX G	– TERMS, CONDITIONS AND PROCEDURES FOR APPLICATION FOR AND ACCEPTANCE OF THE UNITS IN SINGAPORE	G-1
APPENDIX H	– LIST OF PRESENT AND PAST PRINCIPAL DIRECTORSHIPS OF DIRECTORS AND EXECUTIVE OFFICERS	H-1
APPENDIX I	– AIFMD DISCLOSURES	I-1

NOTICE TO INVESTORS

No person is authorised to give any information or to make any representation not contained in this Prospectus and any information or representation not so contained must not be relied upon as having been authorised by or on behalf of Lendlease Global REIT, the Manager, the Trustee, the Sole Financial Adviser and Issue Manager, the Joint Global Coordinators, the Joint Bookrunners or the Sponsor. If anyone provides you with different or inconsistent information, you should not rely upon it. The delivery of this Prospectus or any offer, subscription, sale or transfer made pursuant to this Prospectus shall not under any circumstances imply that the information in this Prospectus is correct or constitute a representation that there has been no change or development reasonably likely to involve a material adverse change in the business affairs, conditions and prospects of Lendlease Global REIT, the Manager, the Trustee, the Units or the Sponsor subsequent to the date of this Prospectus. Where such changes occur and are material or required to be disclosed by law, the SGX-ST and/or any other regulatory or supervisory body or agency, or if the Manager otherwise determines, the Manager will make an announcement of the same to the SGX-ST and, if required, lodge and issue an amendment to this Prospectus or a supplementary document or replacement document pursuant to Section 296 or, as the case may be, Section 298 of the Securities and Futures Act and take immediate steps to comply with the said Sections. You should take notice of such announcements and documents and upon release of such announcements and documents, you shall be deemed to have notice of such changes.

GENERAL NOTICE TO INVESTORS

None of Lendlease Global REIT, the Manager, the Trustee, the Sole Financial Adviser and Issue Manager, the Joint Global Coordinators, the Joint Bookrunners and the Sponsor or any of their respective affiliates, directors, officers, employees, agents, representatives or advisers is making any representation or undertaking to any purchaser or subscriber of Units regarding the legality of an investment by such purchaser or subscriber under appropriate legal, investment or similar laws. In addition, you should not construe the contents of this Prospectus as legal, business, financial or tax advice. You should be aware that you may be required to bear the financial risks of an investment in the Units for an indefinite period of time. You should consult your professional advisers as to the legal, tax, business, financial and related aspects of an investment in the Units.

Copies of this Prospectus and the Application Forms may be obtained on request, subject to availability, during office hours, from:

DBS Bank Ltd.
12 Marina Boulevard
Level 3, Marina Bay Financial Centre
Tower 3
Singapore 018982

Citigroup Global Markets Singapore Pte. Ltd.
8 Marina View
#21-00 Asia Square
Tower 1
Singapore 018960

and, where applicable, from members of the Association of Banks in Singapore, members of the SGX-ST and merchant banks in Singapore. A copy of this Prospectus is also available on the SGX-ST website: <http://www.sgx.com>.

The distribution of this Prospectus and the offering, subscription, purchase, sale or transfer of the Units in certain jurisdictions may be restricted by law. Lendlease Global REIT, the Manager, the Trustee, the Sole Financial Adviser and Issue Manager, the Joint Global Coordinators, the Joint Bookrunners and the Sponsor require persons into whose possession this Prospectus comes to inform themselves about and to observe any such restrictions at their own expense and without liability to Lendlease Global REIT, the Manager, the Trustee, the Sole Financial Adviser and Issue Manager, the Joint Global Coordinators, the Joint Bookrunners or the Sponsor. This Prospectus does not constitute, and the Manager, the Trustee, the Sole Financial Adviser and Issue Manager,

the Joint Global Coordinators, the Joint Bookrunners and the Sponsor are not making, an offer of, or an invitation to subscribe for or purchase, any of the Units in any jurisdiction in which such offer or invitation would be unlawful. You shall not circulate to any other person, reproduce or otherwise distribute this Prospectus or any information herein for any purpose whatsoever nor permit or cause the same to occur.

In connection with the Offering, the Stabilising Manager (or any of its affiliates or other persons acting on behalf of the Stabilising Manager) may, in consultation with the Joint Bookrunners and at its discretion, over-allot or effect transactions which stabilise or maintain the market price of the Units at levels that might not otherwise prevail in the open market. However, there is no assurance that the Stabilising Manager (or any of its affiliates or other persons acting on behalf of the Stabilising Manager) will undertake stabilising action. (See “Plan of Distribution – Over-Allotment and Stabilisation” for further details.)

Personal Data Protection Act

For the purposes of the Personal Data Protection Act 2012 (Act No. 26 of 2012), Singapore (“**PDPA**”), you consent and acknowledge that all Personal Data (as defined in the PDPA) provided by you to the Manager, the Trustee, Lendlease Global REIT, the Sponsor, the Joint Bookrunners or any of their respective agents, may be collected, used, disclosed or otherwise processed in order for the Manager, the Trustee, Lendlease Global REIT, the Sponsor, the Joint Bookrunners or any of their respective agents, to carry out their respective duties and obligations in relation to any investment by the Unitholder into Lendlease Global REIT, for each of the purposes as set out in this section or as may be permitted under the PDPA.

FORWARD-LOOKING STATEMENTS

Certain statements in this Prospectus constitute “forward-looking statements”. This Prospectus also contains forward-looking financial information in “Profit Forecast and Profit Projection”. Such forward-looking statements and financial information involve known and unknown risks, uncertainties and other factors which may cause the actual results, performance or achievements of Lendlease Global REIT and its subsidiaries (the “**Lendlease Global REIT Group**”), the Manager and the Sponsor or industry results, to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements and financial information. Such forward-looking statements and financial information are based on numerous assumptions regarding the Manager’s present and future business strategies and the environment in which the Lendlease Global REIT Group, the Manager or the Sponsor will operate in the future. Because these statements and financial information reflect the current views of the Manager concerning future events, these statements and financial information necessarily involve risks, uncertainties and assumptions. Actual future performance could differ materially from these forward-looking statements and financial information. You should not place any reliance on these forward-looking statements and financial information.

Among the important factors that could cause the actual results, performance or achievements of the Lendlease Global REIT Group, the Manager or the Sponsor to differ materially from those in the forward-looking statements and financial information are the conditions of, and changes in, the domestic, regional and global economies, including, but not limited to, factors such as political, economic and social conditions in Singapore, Italy and the markets in which the Lendlease Global REIT Group may operate or invest, changes in government laws and regulations affecting the Lendlease Global REIT Group, competition in the office and/or retail property markets of Singapore, Italy, and the markets in which the Lendlease Global REIT Group may operate or invest, industry, foreign exchange rates, interest rates, inflation, relations with service providers, relations with creditors, hostilities (including future terrorist attacks), the performance and reputation of the Lendlease Global REIT Group’s properties and/or acquisitions, difficulties in identifying future acquisitions, difficulties in completing and integrating acquisitions, difficulties in attracting tenants or insolvency of existing tenants, unexpected capital expenditure requirements, changes in the Manager’s directors and executive officers, risks related to natural disasters, general volatility of the capital markets, general risks relating to the office and/or retail property market in which the Lendlease Global REIT Group may invest and the market price of the Units as well as other matters not yet known to the Manager or not currently considered material by the Manager.

Additional factors that could cause actual results, performance or achievements to differ materially include, but are not limited to, those discussed under “Risk Factors”, “Profit Forecast and Profit Projection”, and “Business and Properties”. These forward-looking statements and financial information speak only as at the date of this Prospectus. The Manager expressly disclaims any obligation or undertaking to release publicly any updates of or revisions to any forward-looking statement or financial information contained herein to reflect any change in the expectations of the Manager or the Sponsor with regard thereto or any change in events, conditions or circumstances on which any such statement or information is based, subject to compliance with all applicable laws and regulations and/or the rules of the SGX-ST and/or any other relevant regulatory or supervisory body or agency.

CERTAIN DEFINED TERMS AND CONVENTIONS

In this Prospectus, references to “S\$”, “SGD” or “Singapore dollars” and “cents” are to the lawful currency of the Republic of Singapore, references to “A\$”, “AUD” or “Australian dollars” are to the lawful currency of the Commonwealth of Australia, references to “€”, “EUR” or “euro” are to the single currency of the Participating Member States. References to a “Participating Member State” are, for the purposes of this Prospectus, to any member state of the European Union that has the Euro as its lawful currency in accordance with the legislation of the European Union relating to European Economic and Monetary Union.

For the reader’s convenience, except where the exchange rate is expressly stated otherwise, Euro amounts in this Prospectus have been translated into Singapore dollars based on the assumed exchange rate of €1.00 = S\$1.525. The latest practicable date prior to the lodgement of this Prospectus with the MAS is 6 September 2019 (the “**Latest Practicable Date**”).

However, such translations should not be construed as representations that Euro amounts have been, could have been or could be converted into Singapore dollars at that or any other rate (see “Exchange Rate Information”).

Unless otherwise defined, capitalised terms used in this Prospectus shall have the meanings set out in the Glossary.

The forecast and projected distribution per Unit (“**DPU**”) yields are calculated based on the Offering Price and assumed exchange rates as set out in this Prospectus. Such yields and yield growth will vary accordingly for investors who purchase Units in the secondary market at a market price different from the Offering Price, and according to differences between actual and assumed exchange rates.

Any discrepancies in the tables, graphs and charts included in this Prospectus between the listed amounts and totals thereof are due to rounding. Where applicable, figures and percentages are rounded to one decimal place. Measurements in square metres (“**sq m**”) are converted to square feet (“**sq ft**”) and *vice versa* based on the conversion rate of 1 sq m = 10.7639 sq ft. References to “Appendix” or “Appendices” are to the appendices set out in this Prospectus. All references in this Prospectus to dates and times shall mean Singapore dates and times unless otherwise specified.

All references to the names of the tenants of the IPO Portfolio (as defined herein) are either to the trade names under which the respective tenants carry on business or its legal denomination.

Unless otherwise specified, all information relating to the Properties (as defined herein) in this Prospectus is as at 30 June 2019. See “Business and Properties” for details regarding the Properties.

MARKET AND INDUSTRY INFORMATION

This Prospectus includes market and industry data and forecasts that have been obtained from internal surveys, reports and studies, where appropriate, as well as market research, publicly available information and industry publications. Industry publications, surveys and forecasts generally state that the information they contain has been obtained from sources believed to be reliable, but there can be no assurance as to the accuracy or completeness of such information.

The Manager has commissioned CBRE Pte. Ltd. (the “**Independent Market Research Consultant**” or “**CBRE Singapore**”) to prepare the “Independent Property Market Research Report”. (See Appendix F, “Independent Property Market Research Report” for further details.) While the Manager has taken reasonable steps to ensure that the information is extracted accurately and in its proper context, the Manager has not independently verified any of the data from third party sources or ascertained the underlying economic assumptions relied upon therein. Consequently, none of the Lendlease Global REIT Group, the Manager, the Trustee, the Sole Financial Adviser and Issue Manager, the Joint Global Coordinators, the Sponsor or the Joint Bookrunners makes any representations as to the accuracy or completeness of such information, and none of them shall be held responsible in respect of any such information and none of them shall be obliged to provide any updates on the same.

The Manager and the Trustee have appointed CBRE Singapore and Colliers International Consultancy & Valuation (Singapore) Pte. Ltd. (“**Colliers Singapore**”) as the independent valuers of the Singapore Property, and CBRE Limited (“**CBRE UK**”) and Colliers Real Estate Services Italia Srl con socio unico (“**Colliers Italy**”) together with CBRE Singapore, Colliers Singapore and CBRE UK, the “**Independent Valuers**”) as the independent valuers of the Milan Property respectively. (See Appendix E, “Independent Property Valuation Summary Reports” for further details.)

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OVERVIEW

The following section is qualified in its entirety by, and is subject to, the more detailed information contained or referred to elsewhere in this Prospectus. The meanings of terms not defined in this section can be found in the Glossary or in the trust deed constituting Lendlease Global REIT dated 28 January 2019 as amended and restated by a first amending and restating deed dated 10 September 2019 (and as may be amended, varied or supplemented from time to time) (the “Trust Deed”). A copy of the Trust Deed can be inspected at the place of business of the Manager which, as at the date of this Prospectus, is located at 2 Tanjong Katong Road, #05-01 Paya Lebar Quarter, Singapore 437161 (prior appointment would be appreciated).

Statements contained in this section that are not historical facts may be forward-looking statements or are historical statements reconstituted on a pro forma basis. Such statements are based on certain assumptions and are subject to certain risks and uncertainties which could cause actual results of Lendlease Global REIT to differ materially from those forecast or projected (see “Forward-Looking Statements” for further details). Under no circumstances should the inclusion of such information herein be regarded as a representation, warranty or prediction with respect to the accuracy of the underlying assumptions by Lendlease Global REIT, the Manager, the Trustee, the Sole Financial Adviser and Issue Manager, the Joint Global Coordinators, the Joint Bookrunners, the Sponsor or any other person or that these results will be achieved or are likely to be achieved. Investing in the Units involves risks. Prospective investors are advised not to rely solely on this section, but to read this Prospectus in its entirety and, in particular, the sections from which the information in this section is extracted and “Risk Factors” to better understand the Offering and Lendlease Global REIT’s businesses and risks.

OVERVIEW OF LENDLEASE GLOBAL REIT

Lendlease Global REIT is a Singapore real estate investment trust (“REIT”), established with the principal investment strategy of investing, directly or indirectly, in a diversified portfolio of stabilised income-producing real estate assets¹ located globally, which are used primarily for retail and/or office purposes, as well as real estate-related assets in connection with the foregoing.

The Manager is Lendlease Global Commercial Trust Management Pte. Ltd., an indirect wholly-owned subsidiary of the Sponsor.

Key Objectives

Lendlease Global REIT’s key objectives are (i) to provide Unitholders with regular and stable distributions, (ii) to achieve long-term growth in DPU and net asset value (“NAV”) per Unit, and (iii) maintaining an appropriate capital structure.

1 A “**stabilised income-producing real estate asset**” means a real estate asset which meets the following criteria as at the date of the proposed offer:

- (i) achieved a minimum occupancy of at least 80%;
- (ii) achieved an average rental rate comparable to the market rental rate for similar assets as determined by the valuer commissioned for the latest valuation of the relevant asset;
- (iii) (if the asset is being acquired from the Lendlease Group) Lendlease Global REIT being satisfied that there are no material asset enhancement initiatives required within two years of the acquisition of such asset; and
- (iv) is suitable for acquisition by Lendlease Global REIT taking into account market conditions at the time of the proposed offer.

IPO Portfolio

Lendlease Global REIT will comprise a leasehold interest in one retail property located in Singapore and a freehold office property located in Milan, Italy with an appraised value of approximately S\$1,405.3 million as at 31 July 2019 based on the aggregate of the higher of the two independent valuations for each Property conducted by the Independent Valuers in respect of each Property (“**Appraised Value**”).

The details of each of these properties are as follows:

- (i) a 99-year leasehold interest¹ in 313@somerset, which is a retail property located in Singapore (the “**Singapore Property**”); and
- (ii) a freehold interest in Sky Complex, which comprises three office buildings located in Milan, Italy (the “**Milan Property**”),

(each a “**Property**” and collectively, the “**Properties**” or the “**IPO Portfolio**”).

The agreed purchase price for the IPO Portfolio is approximately S\$1,403.3 million (the “**Agreed Purchase Price**”).

(See section 2 of “Key Investment Highlights” at page 7 and “Business and Properties” at page 120 for further details.)

In addition to the above starting portfolio of properties, Lendlease Global REIT may seek growth opportunities from the Sponsor’s pipeline and third party acquisitions.

KEY INVESTMENT HIGHLIGHTS

The Manager believes that an investment in Lendlease Global REIT offers the following attractive features to Unitholders:

1. Strong Sponsor with a Global Presence and Clear Portfolio Selection Strategy with Exposure to Commercial Markets in Gateway Cities Globally

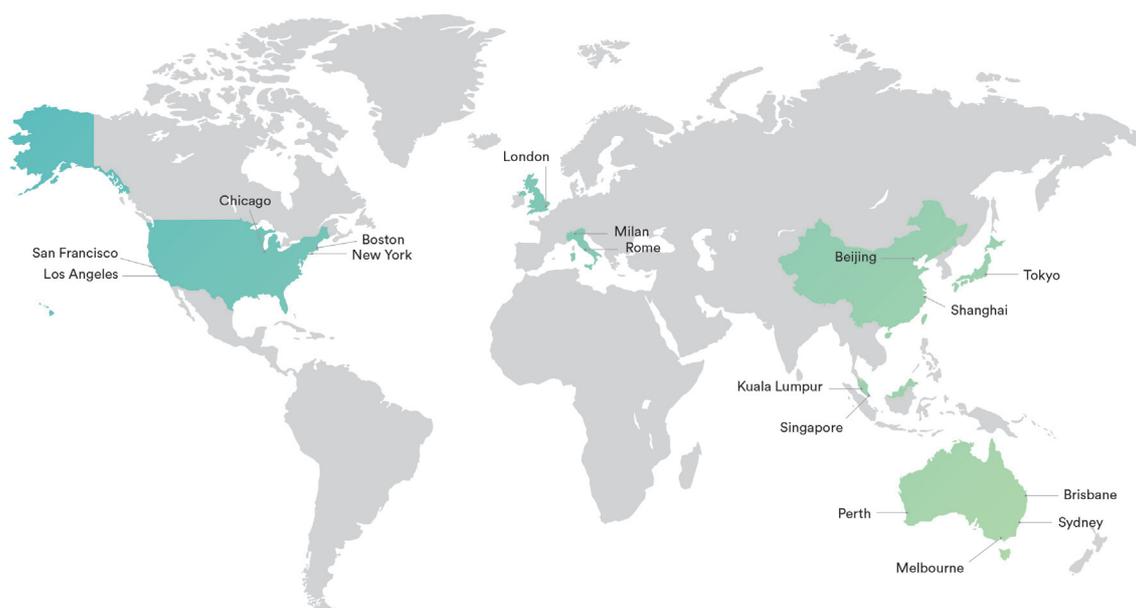
The Lendlease Group is a leading international property and infrastructure group, with operations in Australia, Asia, Europe and the Americas. Headquartered in Sydney, Australia, the Lendlease Group has a strong track record of helping deliver innovative and sustainable property and infrastructure solutions globally, with a core expertise in shaping cities and creating strong and connected communities.

The Lendlease Group creates award-winning urban precincts, new communities for older people and young families just starting out, retail precincts, and work places to the highest sustainability standards. Lendlease Group is also privileged to create essential civic and social infrastructure including state-of-the-art hospitals, universities and stadiums around the world. The Lendlease Group aims to be a trusted partner of governments, investors and communities in each of the markets where it operates.

The Lendlease Group focuses on an integrated approach across three business segments – Development, Construction and Investments – which allows it to deliver major precincts, new communities and important civic and social infrastructure from conception to completion.

¹ Commencing on 21 November 2006 and ending on 20 November 2105.

Figure 1: Lendlease Group's Presence in Gateway Cities across the World



Source: Lendlease Group

Development

The Lendlease Group is one of the largest developers in the world, with a global development pipeline value approaching A\$100 billion¹ comprising activities across urbanisation, communities, retirement living and infrastructure development.

The Development business within the Lendlease Group manages the entire development process from securing the land, creating masterplans, consulting with stakeholders including authorities and local communities through to project management, sales and leasing. The Lendlease Group's urbanisation strategy is focused on urban renewal in targeted Gateway Cities, creating and shaping city skylines.

The Lendlease Group has a portfolio of 21 urbanisation projects across 10 Gateway Cities, some of which include: Barangaroo South (Sydney, Australia), Melbourne Quarter (Melbourne, Australia), Paya Lebar Quarter (Singapore), The Exchange TRX (Kuala Lumpur, Malaysia) and Milano Santa Giulia (Milan, Italy). In July 2019, the Lendlease Group secured a project to develop three mixed-use communities in the San Francisco Bay Area in conjunction with Google. The predominantly residential led scheme, with an end value of approximately A\$20 billion, will deliver more than 15,000 new homes over a 10-15 year timeframe.

¹ As at the Latest Practicable Date. According to the Lendlease Group Full Year Results Presentation for FY2019, the commercial component is approximately A\$29 billion comprising 322,000 sq m of commercial space in delivery across seven major buildings (c. A\$5 billion) and approximately 2,100,000 sq m of commercial space not yet in delivery (c. A\$24 billion).

Figure 2: Barangaroo South Project Overview

Barangaroo South
Sydney, Australia



- Sydney's largest urban renewal project since the 2000 Olympics and is considered one of the most significant waterfront transformations
- Former container wharf has been transformed into a vibrant new waterfront financial district, with a mix of world class sustainable office space, premium residential buildings, as well as vibrant shopping, dining, hotel, hospitality and public spaces

Figure 3: Melbourne Quarter Project Overview

Melbourne Quarter
Melbourne, Australia



- One of the largest new mixed-use urban regeneration developments in Melbourne
- The brand new city block will include three next-generation commercial towers, three residential apartment towers, and a diverse retail mix of food, lifestyle and wellbeing
- On completion, Melbourne Quarter is expected to accommodate approximately 13,000 workers and over 3,000 residents

Figure 4: Paya Lebar Quarter Project Overview

Paya Lebar Quarter
Singapore



- Centrally-located international mixed-use development project which will be a key catalyst for the URA masterplan to regenerate Paya Lebar into a bustling, pedestrian-friendly, new city precinct
- Four-hectares 99-years leasehold site spans across two adjacent parcels and features three modern Grade A office towers, a retail mall and three residential towers, surrounded by a lush expanse of greenery and landscape

Figure 5: The Exchange TRX Project Overview

The Exchange TRX
Kuala Lumpur, Malaysia



- Lendlease's largest integrated development in Asia, located in the heart of Kuala Lumpur, Malaysia. The project will complement the government's vision to transform the broader TRX precinct into a world-class business and financial hub
- Will comprise a luxury hotel, six residential towers and a Lendlease large scale retail destination connected to the TRX Park and dedicated Mass Rapid Transport station

Figure 6: Milano Santa Giulia Project Overview

Milano Santa Giulia
Milan, Italy



- Located 5 km from the Milan CBD and 10 minutes to Linate Airport and is well-connected by high speed rail connection
- To be developed in multiple phases, Milano Santa Giulia will include approximately 2,500 residential units, 110,000 sq m of office space, 80,000 sq m of retail space and 500,000 sq m of public space
- First urban development project in Italy to have adhered to the LEED Neighbourhood Development protocol

Construction

The Lendlease Group has delivered construction projects around the world for 60 years, providing project management, design and construction services for both internal and external clients across a range of sectors including residential, office, retail, health, and defence. The Lendlease Group's core construction business currently has backlog revenue¹ of A\$15.6 billion globally (as at 30 June 2019).

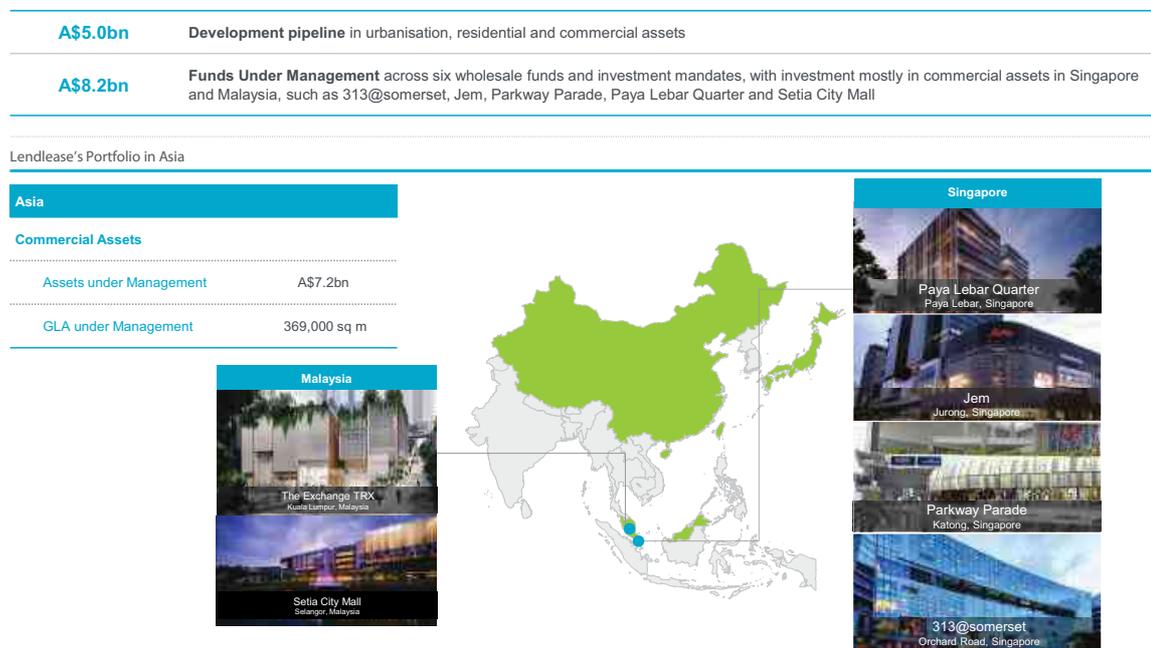
Investment

The Lendlease Group's investment management platform manages A\$35.2 billion of funds globally (as at 30 June 2019) on behalf of over 150 investors, which include some of the world's largest sovereign wealth funds, pension funds and insurance companies. The Lendlease Group will typically make a co-investment in the funds which it manages to maintain alignment with its capital partners.

¹ Backlog revenue refers to the unrecognised revenue which is already committed under existing agreements.

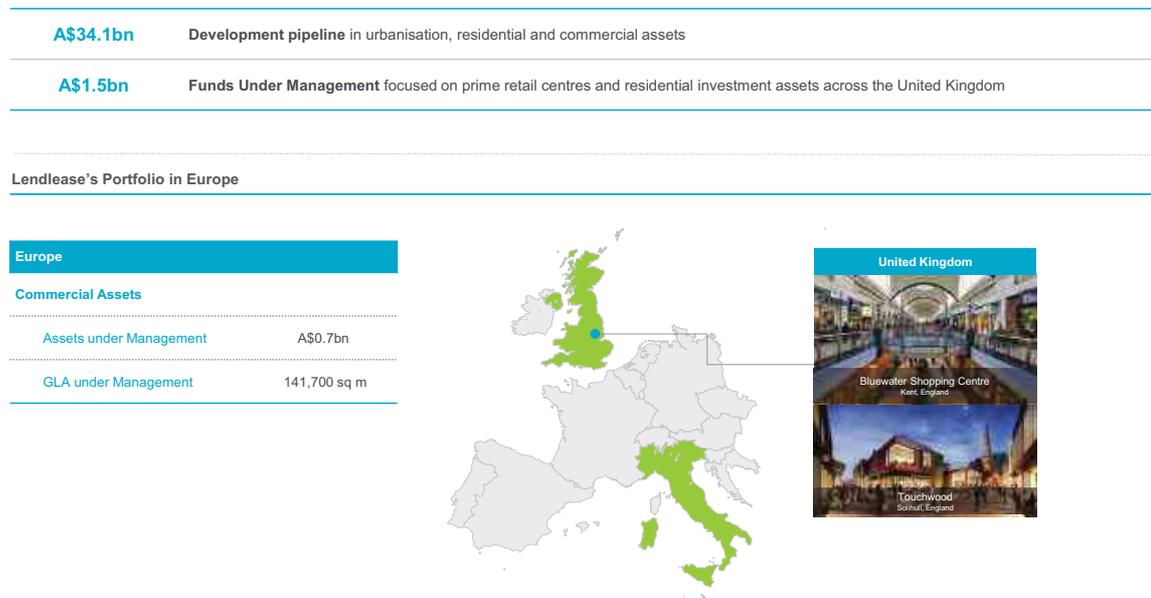
The Lendlease Group is also a leading asset manager with a long track record of successfully managing and operating commercial assets globally. The Lendlease Group manages A\$15.4 billion of retail and office assets under management as at 30 June 2019 with a total gross lettable area (“GLA”) of 1,296,200 sq m. In Asia, the Lendlease Group manages four operating retail centres as at 30 June 2019, covering approximately 255,600 sq m of GLA, and four office towers covering approximately 113,500 sq m of GLA.

Figure 7: Lendlease Group’s Presence in Asia



Source: Lendlease Group

Figure 8: Lendlease Group’s Presence in Europe



Source: Lendlease Group

Lendlease Global REIT should benefit from the Sponsor’s extensive experience and track record in managing retail properties and building tenant relationships as it builds its portfolio of assets under management.

Lendlease Global REIT aims to provide investors with exposure to a range of primarily office and retail assets globally, including potential exposure to key cities in which the Lendlease Group has a presence. It will also work with the Sponsor to leverage the Sponsor's global experience in urbanisation and mixed-use development, retail and office asset management capabilities, and construction know-how to target investments across markets that the Lendlease Group knows well.

- **Global diversification:** Lendlease Global REIT will over time seek to grow its future portfolio of assets in locations where the Lendlease Group has an established presence, seeking to provide diversification benefits for Lendlease Global REIT in markets where the Lendlease Group has strong local knowledge. Additionally, Lendlease Global REIT will consider increasing its exposure to other Gateway Cities in the future through the Lendlease Group's secured development pipeline either through the right of first refusal ("**ROFR**") provided by the Sponsor or through other potential opportunities which may be sourced from the Sponsor from time to time. Each of the Sponsor and Lendlease Trust has granted a ROFR to the Trustee on the terms set out in the section "Certain Agreements Relating to Lendlease Global REIT and the Properties – Right of First Refusal Agreement". Please also refer to the section "The Manager and Corporate Governance – Corporate Governance of the Manager – Lendlease Group ROFR and Pipeline Code of Conduct" for further details.
- **Sector diversification:** Lendlease Global REIT will target a mix of retail and office properties. Office properties can typically provide longer term stability in earnings profile through typically longer lease terms than retail properties, whilst retail properties can often provide access to higher rates of rental return. Globally, the Lendlease Group has extensive experience in managing a diversified portfolio of A\$35.2 billion (as at 30 June 2019) across sectors including retail, office, industrial, and residential for rent.

2. Portfolio of Commercial Assets with Excellent Operating Metrics

Lendlease Global REIT provides investors with an opportunity to invest initially in two properties situated in Singapore and Milan with the Singapore Property and the Milan Property comprising one retail and three office buildings respectively.

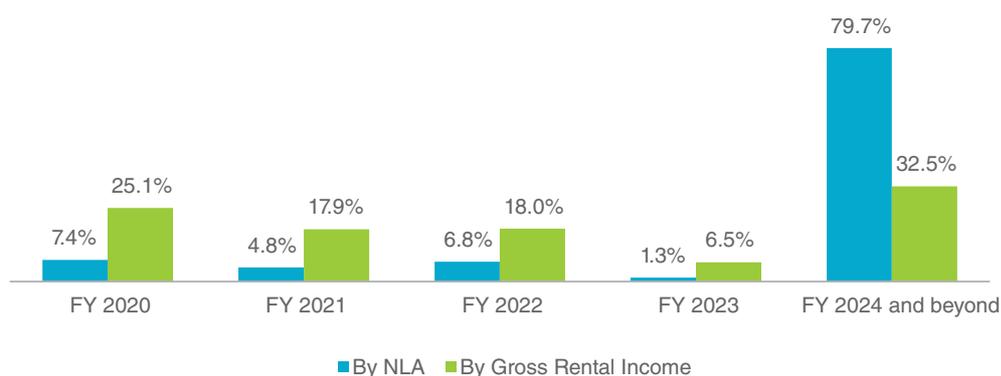
The IPO Portfolio provides Lendlease Global REIT with:

- a balanced lease expiry profile;
- consistently high committed occupancy;
- built-in portfolio rental escalation; and
- high quality and well-diversified tenant base.

(i) Balanced Lease Expiry Profile

The IPO Portfolio has a WALE of 4.9 years by gross rental income¹ (“**Gross Rental Income**”) for the month of June 2019 and 10.4 years by leased net lettable area (“**NLA**”) as at 30 June 2019². A total of 12.2% of the existing leases of the IPO Portfolio by leased NLA as at 30 June 2019 will expire in FY2020 and FY2021 and a total of 43.0% of the existing leases of the IPO Portfolio by Gross Rental Income for the month of June 2019 will expire in FY2020 and FY2021. The distributions of Lendlease Global REIT are supported by major anchor tenants. In particular, Sky Italia holds a single lease over the Milan Property, Sky Complex, which it has held since 2008. Sky’s current lease term extends until 2032³, which assists in underpinning the income stability of the IPO Portfolio.

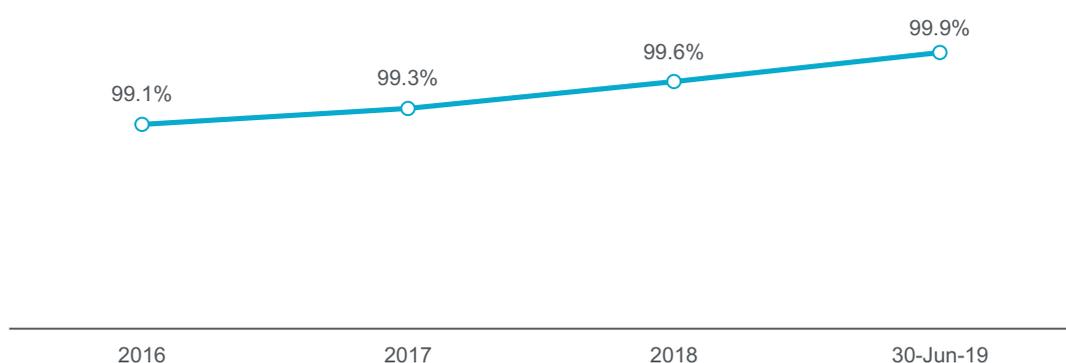
Figure 9: IPO Portfolio Lease Expiry Profile



(ii) Consistently High Committed Occupancy

The IPO Portfolio has a committed occupancy rate of 99.9% as at 30 June 2019. The Properties have been successful in maintaining a consistently high committed occupancy rate of at least 99.0% since 2016.

Figure 10: IPO Portfolio Committed Occupancy

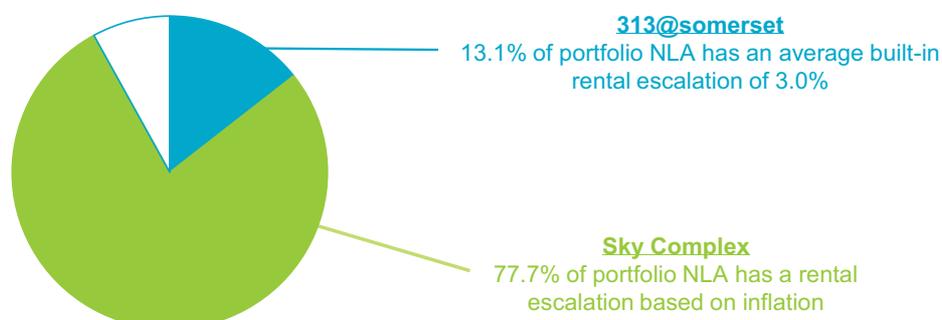


1 “**Gross Rental Income**” for the IPO Portfolio comprises of base rent and turnover rent derived from the Properties. (See “Profit Forecast and Profit Projection – Assumptions – Gross Rental Income” for further details).
 2 Assuming that Sky Italia does not exercise its break option in 2026.
 3 Subject to an option held by Sky Italia to terminate its lease over the Milan Property in 2026.

(iii) Built-in Portfolio Rental Escalation

An aggregate of 90.8% of the IPO Portfolio's leases by NLA as at 30 June 2019 have an escalation component built-in for FY2020.

Figure 11: IPO Portfolio Rental Escalation for FY2020
(% of leases by NLA as at 30 June 2019)



(iv) High Quality and Well-Diversified Tenant Base

In addition, the IPO Portfolio has a high quality and well-diversified committed tenant base of 150 tenants across 14 trade sectors. Approximately 71.1% of Lendlease Global REIT's Gross Rental Income will be derived from a multi-tenanted property based on Lendlease Global REIT's Gross Rental Income for the month of June 2019.

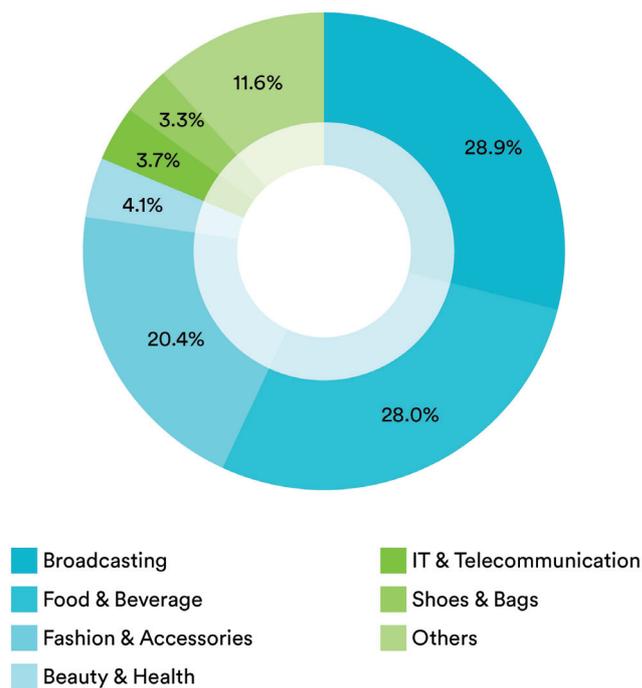
Figure 12: Top 10 Tenants by Gross Rental Income
(for the month of June 2019)

Tenants	Sector	% of GRI
Sky Italia	Broadcasting	28.9% ⁽¹⁾
Food Republic	Food & Beverages	3.8%
Zara	Fashion & Accessories	3.3%
Cotton On	Fashion & Accessories	3.2%
Sony	IT & Telecommunication	2.9%
Marché	Food & Beverages	2.7%
Hai Di Lao	Food & Beverages	2.0%
Forever 21	Fashion & Accessories	1.6%
TEMT	Fashion & Accessories	1.6%
K Bowling Club	Entertainment	1.4%
Total		51.5%

Note:

- (1) Based on the estimated Gross Rental Income for Sky Italia for the month of June 2019, being one twelfth of the estimated annual passing rent.

Figure 13: Trade Sector Breakdown by Gross Rental Income
(for the month of June 2019)



3. Resilient and High Quality Commercial Assets

This section highlights the different positioning applicable to each of the assets in the IPO Portfolio, focusing both on the individual assets and the markets in which those assets operate. In summary, the IPO Portfolio can be segmented as follows:

- Prime Retail, Singapore; and
- Grade A Office, Milan, Italy.

The overview of each segment and the relevant characteristics for each asset are set out below.

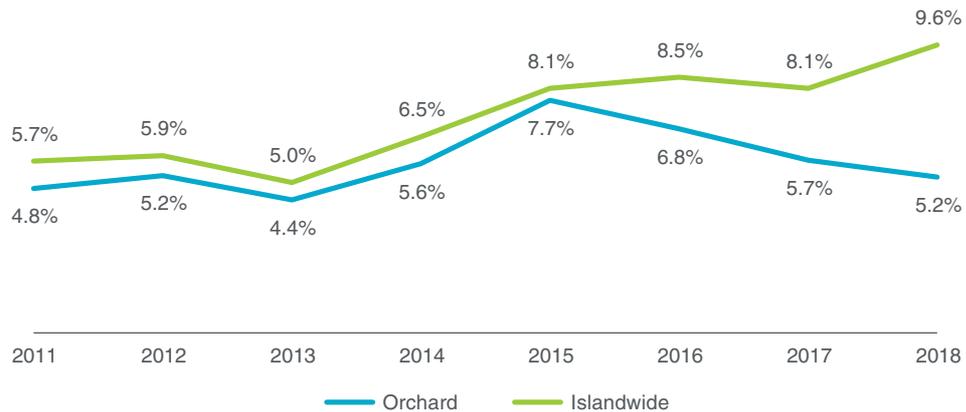
(i) Prime Retail – Singapore

The Sponsor Group completed the development of the Singapore Property in 2009 and has managed the Singapore Property since its completion.

Recovery of Orchard Road Retail Sector

According to the Independent Market Research Consultant, the vacancy rates in Orchard Road precinct have been trending down since 2015 and limited supply is expected to be released into the precinct (see Figure 18).

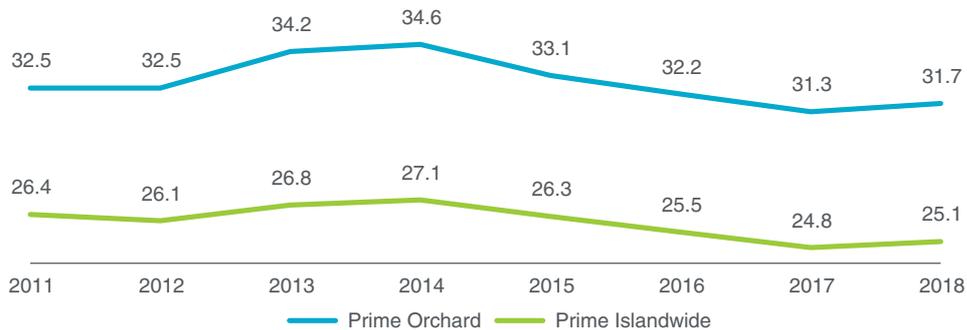
Figure 14: Vacancy Rates (Private Retail¹) (%)



Source: Independent Property Market Research Report

Correspondingly, rental rates bottomed in 2017 and increased in 2018, driven by improving retail sales and robust tourism growth. In particular, according to the Independent Market Research Consultant, better performing malls with strong locational attributes and situated above top key transportational nodes, have led the rental recovery. It is also observed that rental rates in Orchard Road consistently command a premium compared to other submarkets in Singapore.

Figure 15: Average Prime Retail Rents (S\$ psf per month)



Source: Independent Property Market Research Report

According to the Independent Market Research Consultant, the improving occupancy and stabilisation of rents are supported by the following:

- Improving consumer sentiment;
- Record tourist arrivals and strong tourist receipts; and
- Limited new supply of further retail space on Orchard Road.

¹ As tracked by URA, retail space in Singapore is generally classified as public retail or private retail. Public retail refers to retail developments that are still owned by the State (e.g. through Housing Development Board). Private retail refers to retail space owned by the private sector which includes REITs and institutional landlords.

Local Factors Support the Singapore Retail Mall Landscape

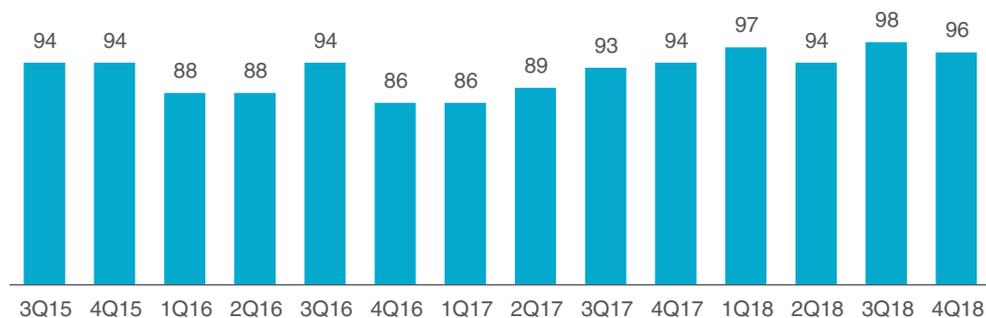
The Singapore retail mall landscape is supported by local factors such as:

- **Accessibility:** Accessibility to the malls which are mostly conveniently within reach of the population. The Singapore Property is situated atop one of Singapore’s busiest Mass Rapid Transit (“MRT”) stations on weekends¹;
- **Sociability:** The local population enjoys spending time in malls for shopping, dining and entertainment in the comfort of air conditioning. The Singapore Property boasts a consistently high footfall per annum, averaging approximately 45.5 million visitors for the last three financial years; and
- **Experience:** Shopping malls have increasingly become centres of activities and experiences (gyms, dining, arcades etc). The Singapore Property is harnessing this consumer trend by focusing on new start-up retailers and experiential retailers. For example, Love, Bonito – a Singaporean online brand, chose the Singapore Property as its first physical presence in Singapore. The centre has also recently introduced a number of new dining options and a bowling alley to continue to cater to changing consumer tastes and preferences.

Improving Consumer Sentiment

Consumer sentiment has improved in 2018, driven by expansions in the service industry and lower unemployment levels. The Consumer Confidence Index has improved by 7 points to 96 in 4Q2018 as compared to 89 points in 2Q2017.

Figure 16: Consumer Confidence Index



Source: Independent Property Market Research Report

1 **Source:** <https://www.dsanalytics.com/post/infographic-busiest-train-stations-in-singapore>, DataSpark. DataSpark has not provided its consent, for the purposes of Section 249 of the SFA (read with Section 302(1) of the SFA), to the inclusion of the information extracted from the relevant website published by it and therefore is not liable for such information under Sections 253 and 254 of the SFA (read with Section 302(1) of the SFA). While the Manager has taken reasonable action to ensure that the information from the relevant website published by DataSpark is reproduced in its proper form and context, and that the information is extracted accurately and fairly, neither the Manager, the Joint Bookrunners nor any other party has conducted an independent review of the information contained in such website or verified the accuracy of the contents of the relevant information.

Record Tourist Arrivals and Strong Tourist Receipts

Singapore remains one of the most popular shopping destinations in Southeast Asia. In particular, Orchard Road is considered an iconic shopping destination with over seven million tourists visiting Orchard Road in 2017. Tourist arrivals broke record highs in 2018 for the third consecutive year, with over 18 million visitors, resulting in tourism receipts across Singapore exceeding S\$27 billion. In 2019, visitor arrivals are expected to grow in the range of 1% to 4%.

Figure 17: Tourist Arrivals (in millions) & Receipts (in S\$billion)

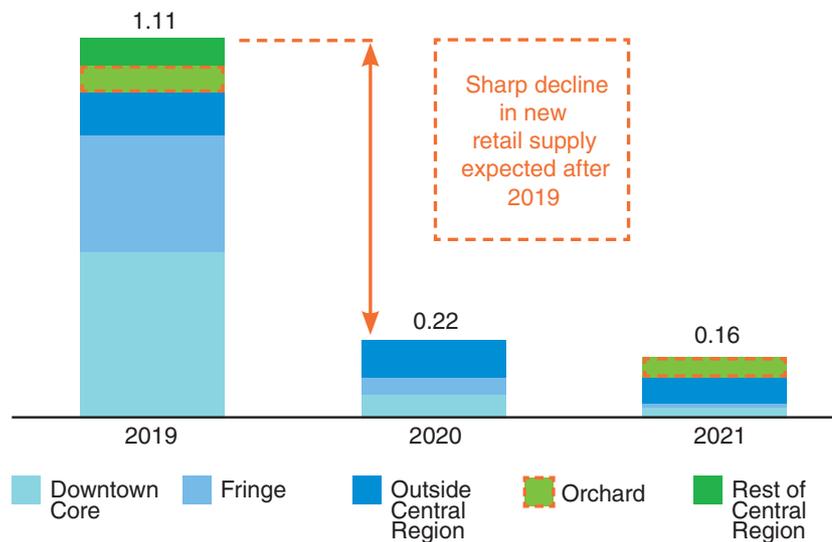


Source: Independent Property Market Research Report

Limited New Supply of further retail space on Orchard Road

New retail supply for Orchard Road in the next three years also appears limited, further contributing to an anticipated positive market cycle in the retail submarket of Orchard Road.

Figure 18: Future Retail Supply (Orchard Road vs Rest of Singapore) (sq ft in millions)



Source: Independent Property Market Research Report, data as at Q1 2019

Note: Only projects with NLA of 10,000 sq ft or more are included in the count of future supply

Poised to Benefit from Upcoming Orchard Road Rejuvenation

In recent months, the Singapore Government has expressed its commitment to rejuvenate Orchard Road via multiple initiatives to develop Orchard Road as a vibrant lifestyle destination that offers an exceptional experience beyond retail. Initiatives are centred around making Orchard Road and Somerset “The Lifestyle Destination”, where the statutory boards aim to strengthen and differentiate precincts and side streets through an injection of innovative and unique non-retail offerings. The Orchard Road and Somerset sub-precinct is proposed to remain the retail core, with the shopper experience to be enhanced through more street activities and better pedestrian connectivity. The Orchard Road Business Association has commenced a trial from May 2019 to introduce activities such as retail and F&B pop-ups, arts and entertainment events and event spaces along the pedestrian walk along Orchard Road/Somerset.

Specifically for the Singapore Property, the Somerset sub-precinct is set to undergo a rejuvenation exercise to include more youth-oriented offerings. Plans are underway to transform the car park at Grange Road behind the Singapore Property into a dedicated event space for dining and entertainment use. This area is expected to form a cluster of offerings with the Design Orchard showcasing a 9,000 sq ft retail incubation space for home-grown brands which opened in January 2019. Together, these developments are set to enhance and enliven the Somerset sub-precinct, making it the focal area of Orchard Road/Somerset.

Figure 19: Injection of Event Spaces at Somerset



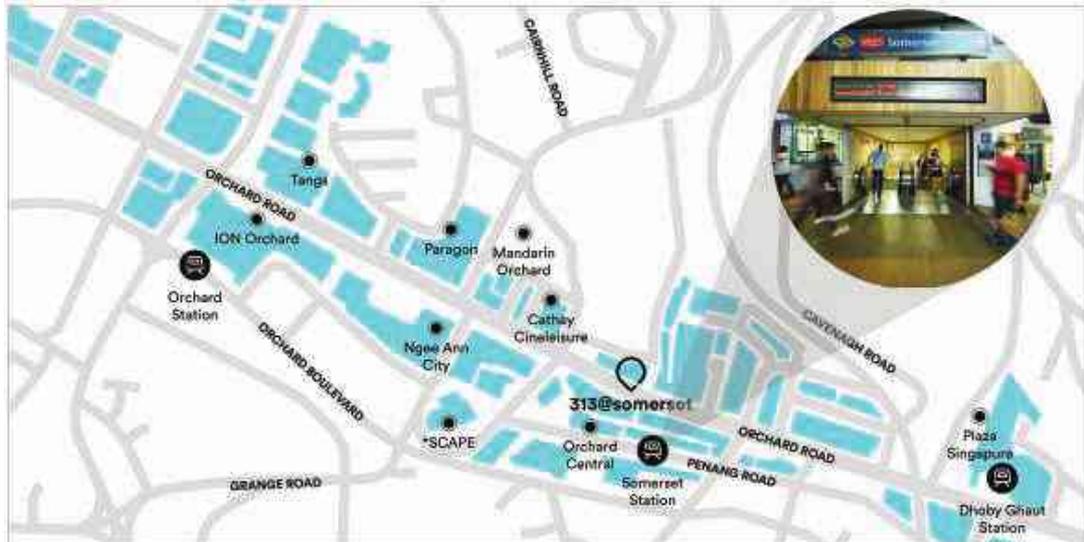
Source: The Urban Redevelopment Authority¹

1 Source: <https://www.ura.gov.sg/Corporate/Get-Involved/Plan-Our-Future-SG/Orchard-Road/The-Lifestyle-Destination>, the Urban Redevelopment Authority. The Urban Redevelopment Authority has not provided its consent, for the purposes of Section 249 of the SFA (read with Section 302(1) of the SFA), to the inclusion of the information extracted from the relevant website published by it and therefore is not liable for such information under Sections 253 and 254 of the SFA (read with Section 302(1) of the SFA). While the Manager has taken reasonable action to ensure that the information from the relevant website published by the Urban Redevelopment Authority is reproduced in its proper form and context, and that the information is extracted accurately and fairly, neither the Manager, the Joint Bookrunners nor any other party has conducted an independent review of the information contained in such website or verified the accuracy of the contents of the relevant information.

Strategically Located in the Heart of Orchard Road

The Singapore Property offers approximately 288,277 sq ft of prime retail NLA along the main Orchard Road belt, Singapore's most famous shopping and tourist precinct. The Singapore Property is situated right at the heart of Orchard with direct access to the Somerset MRT Station.

Figure 20: Singapore Property's Strategic Location next to the MRT



Curated Tenancy Mix

Over the years, the Singapore Property has successfully and continuously differentiated itself as a lifestyle destination mall with a curated tenancy mix, which can effectively tap on the tourists' and millennials' mass discretionary spending.

- **Global brands:** The Singapore Property's tenancy profile includes leading global brands such as Zara, Forever 21 and Cotton On, as well as well-known dining establishments such as Hai Di Lao, Brotzeit and Marché.
- **Younger generation:** The Singapore Property also has brands that appeal to the younger generation, who comprise the main target market, being technology savvy and having a high propensity to spend.
- **Experience & entertainment:** More recently, it has also successfully attracted activity-based tenants, Fat Cat Arcade and K Bowling Club into the mix to provide entertainment options, further reinforcing the Singapore Property's position as a mall with a strong focus on interactive customer experience.
- **Going digital to physical:** Singaporean online retailer Love, Bonito opened its first outlet at the Singapore Property and, due to its success, has opened another outlet in Jem, one of Singapore's largest suburban retail malls, which is also managed by the Lendlease Group. Riding on the success in bridging the online to offline trend, the Lendlease Group has also managed to attract new-to-market online brand Pomelo from Thailand, which opened its first flagship store at the Singapore Property in June 2019. According to the Independent Market Research Consultant, physical retailing has its own strengths and advantages that online retailing is unable to offer and that online and offline retail businesses need to coexist.

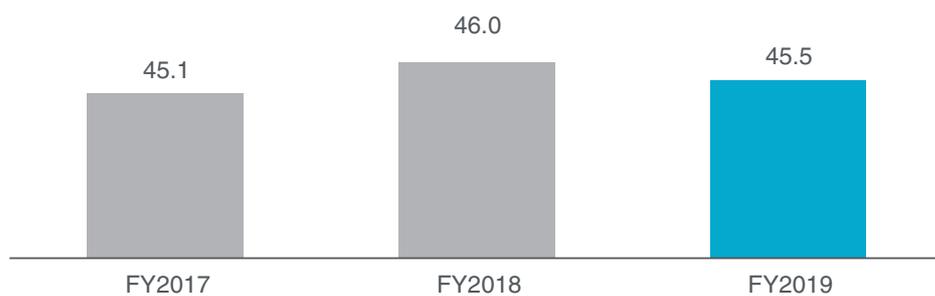
Figure 21: Singapore Property: A Differentiated Lifestyle Destination Mall



Additionally, the Singapore Property is one of a few Orchard Road malls which has a number of tenants that operate beyond typical retail mall hours. A number of food and beverage tenants start operating as early as 8.00 a.m. while selected tenants (in entertainment and restaurant businesses) operate until 6.00 a.m. The additional opening hours allow the Singapore Property to attract more diversified types of visitors such as those who look for breakfast in the early morning or for late night supper and/or entertainment, with the aim of maximising the footfall for the mall.

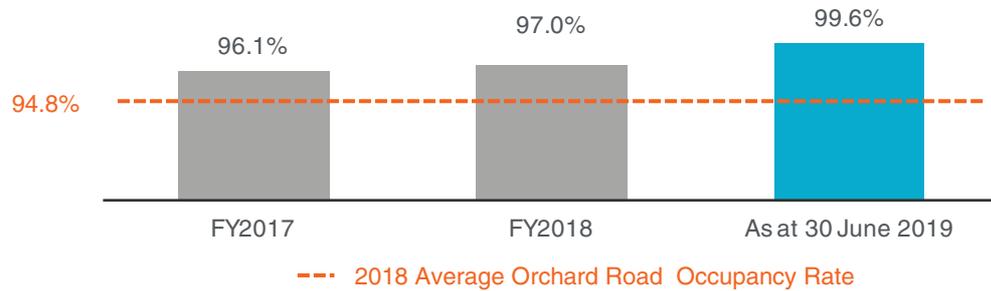
Over the past three financial years, the Singapore Property has managed to achieve an average annual footfall of 45.5 million.

Figure 22: Historical Footfall Per Annum (million, financial year ending 30 June)



This has also helped to achieve an average committed occupancy level of 96.6% over FY2017 to FY2018.

Figure 23: Historical Committed Occupancy Rates (% , financial year ending 30 June)

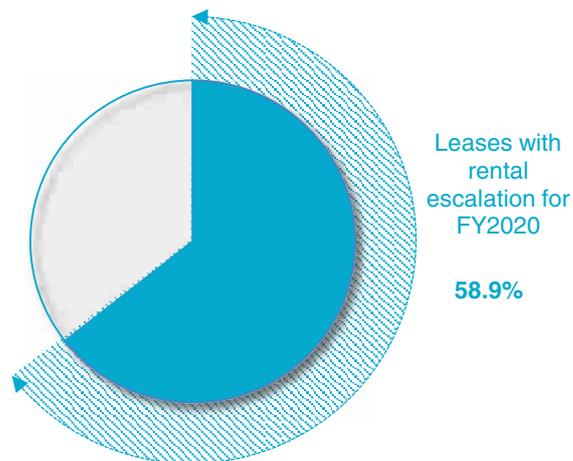


Embedded Organic Rental Growth

Leases with Built-in Rental Escalation

The leases in the Singapore Property are typically structured with 3-year tenures comprising base rent and turnover rent, which is calculated as a percentage of tenants' gross turnover. As of 30 June 2019, 58.9% of leases by NLA for the Singapore Property have step-up structures, with an average rental escalation of 3.0% for FY2020, thus providing a stable and growing rental income stream.

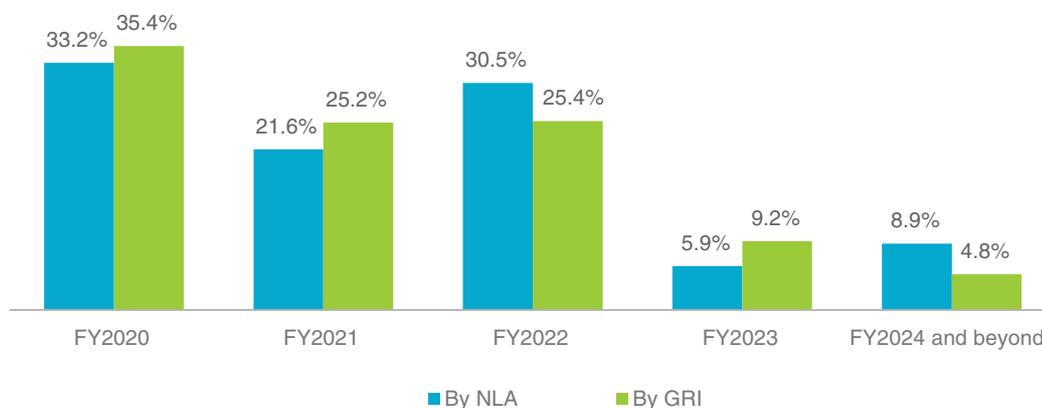
Figure 24: % of NLA with Built-in Rental Escalation



Lease Expiry Profile Positioned to Capture Growth

As at 30 June 2019, the weighted average lease duration to expiry of the property by NLA was 1.8 years with 33.2% and 21.6% of leases due to expire in FY2020 and FY2021 respectively. The Manager actively manages lease renewals and new leases with a view to optimising the tenant mix and minimising vacancy periods.

Figure 25: Lease Expiry Profile of the Singapore Property



(ii) Grade-A Office – Milan, Italy

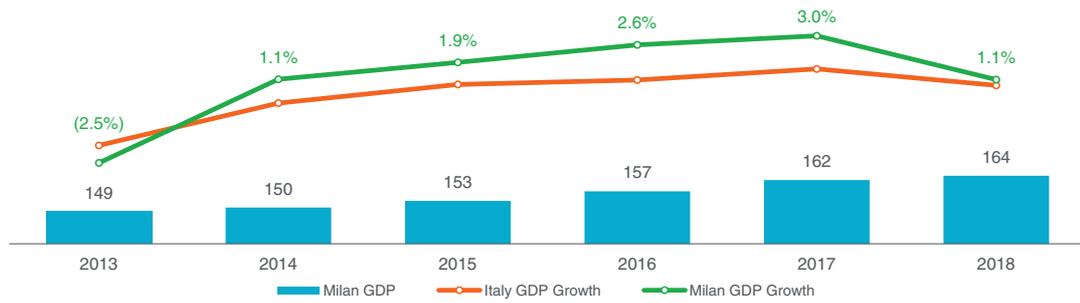
Strategically located in one of Milan's newest and most vibrant office precincts in the Milano Santa Giulia area, the Milan Property consists of three Grade-A office buildings anchored by an established international tenant, Sky Italia. The asset benefits from the following:

- Situated in the Milan Metropolitan Area – Europe's fourth largest economy and an attractive office market;
- Connected by major rail, city metro and road infrastructure. Easily accessible to Linate Airport – the closest international airport to the Milan city centre; and
- Fully occupied by an international tenant, Sky Italia, with a long-term lease structure.

Milan Metropolitan Area – Europe's Fourth Largest Economy and an Attractive Office Market

Milan is Italy's dominant economic city. It is part of the Milan Metropolitan Area which is the fourth largest economy in Europe, with an estimated GDP of €164 billion in 2018. In addition, according to the Independent Market Research Consultant, Milan's GDP is projected to grow at 1.0% in 2019 and up to 1.4% from 2020 onwards, higher than the national average of less than 1.0%.

Figure 26: Milan Area's Gross Domestic Product ("GDP") (in €billions) and GDP Growth

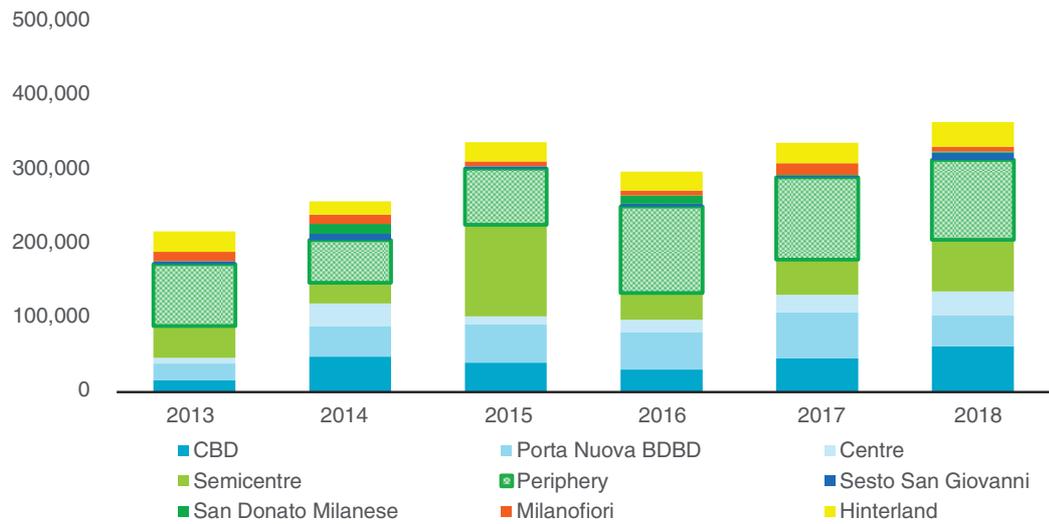


Source: Independent Property Market Research Report. Real GDP with 2010 prices

Milan is considered to be one of the top destinations for the office sector in Europe by investors and office occupiers. Year 2018 saw a take-up of over 4 million sq ft, the highest ever recorded and according to the Independent Market Research Consultant, the general outlook for the office sector is positive. Dynamic new tenants, especially those from the consultancy, financial and co-working sectors, have played a part with a series of large transactions that contributed to these results. The most sought-after areas include the Central Business District of Milan and the Porta Nuova Business District.

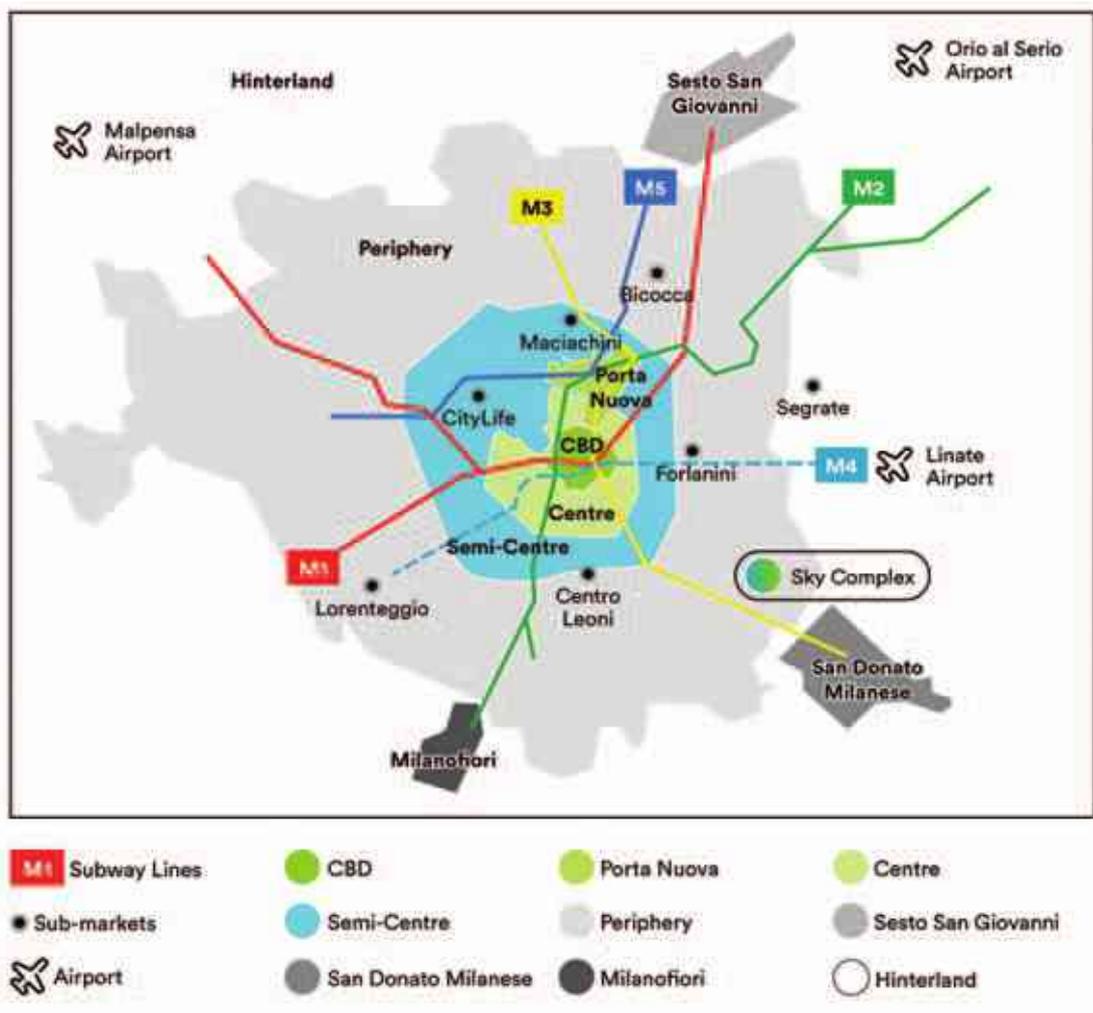
The Milan Property is located within the Milan Periphery office submarket. There has been strong interest for new developments in the Periphery area, which has seen the emergence of new office buildings, indicating the importance of more modern developments to tenants. Further evidence that Grade-A buildings are extremely sought-after is confirmed by pre-let figures: in Milan, 23.5% of the sq ft let in 2018 were the subject of deals for Grade-A buildings under construction or refurbishment. According to the Independent Market Research Consultant, this has led to projected increases in rents for prime Grade-A offices in Milan over the next few years.

Figure 27: Milan Office Take-Up Evolution by Submarket, 2013-2018 (sq m)



Source: Independent Property Market Research Report

Figure 28: Milan Office Submarkets Map



Connected by High-Speed Rail, City Metro and Road Infrastructure. Easily accessible to Linate Airport – the closest international airport to the Milan City Centre.

Milano Santa Giulia, where the Milan Property is located, is one of the largest real estate redevelopment projects in Europe, involving the transformation of an area of about 1,200,000 square metres, establishing the south-eastern area of Milan as a strategic business district and residential area, with good accessibility to transport infrastructure. Milan-Cortina has been selected as the host for the Winter Olympics in 2026, which could add further momentum and support for the rejuvenation of Milano Santa Giulia area over the next six years¹.

According to the Independent Market Research Consultant, the Milano Santa Giulia urban redevelopment project planned and currently underway will have a significant socio-economic impact on the whole region, in terms of overall community well-being, increasing the appeal of the area and its environmental quality, with the project expected to attract:

- 20,000 new residents;
- 17,400 new jobs; and
- 110,000 sq m of neighbourhood shops and other commercial services.

Figure 29: Milano Santa Giulia: Most Innovative City District of the Future



Milano Santa Giulia is a strategic area due to its connection with the historical centre of Milan and easy access to all major transportation infrastructure modes including the Tangenziale Est Milan ring road, a high-speed railway station and Linate Airport. The strategic location and high-quality office buildings in the Milan Periphery office submarket have led to the highest take-up rates in the Milan office market over the past three years.

1 Source: <https://www.olympic.org/milan-cortina-2026>. None of the International Olympic Committee and the Olympic Foundation for Culture and Heritage have provided its consent, for the purposes of Section 249 of the SFA (read with Section 302(1) of the SFA), to the inclusion of the information extracted from the relevant website published by it and therefore is not liable for such information under Sections 253 and 254 of the SFA (read with Section 302(1) of the SFA). While the Manager has taken reasonable action to ensure that the information from the relevant website published by the International Olympic Committee and the Olympic Foundation for Culture and Heritage is reproduced in its proper form and context, and that the information is extracted accurately and fairly, neither the Manager, the Joint Bookrunners nor any other party has conducted an independent review of the information contained in such website or verified the accuracy of the contents of the relevant information.

The Milan Property boasts excellent accessibility to the surrounding transportation infrastructure. The Rogoredo subway station is located about 150 metres away, providing access to Yellow-MM3 line of the Milan Metropolitana Subway network while the closest train station is Milano Rogoredo which is located about 150 metres away. The station is served by several regional and suburban lines and high-speed trains towards Bologna, Florence, Rome and Naples. Milan's central business district is approximately 20 minutes' drive away. Linate Airport is located about 7.5 kilometres away and is 10 minutes by car.

Figure 30: Map of the Milan Property



Fully Occupied by an International Tenant with a Long-term Lease Structure

The Milan Property is fully leased to Sky Italia, an Italian satellite television platform owned by Sky Limited which was acquired by Comcast Corporation in September 2018.

According to the Independent Market Research Consultant, Comcast Corporation is the second largest broadcasting and cable television company in the world by revenue. As of September 2018, Comcast is rated A3 and A- by Moody's Investors Service and Standard & Poor's Global Ratings respectively. Sky Limited is Europe's largest media company and pay-TV broadcaster by revenue, with 23 million subscribers and more than 31,000 employees.

Sky Italia has more than 4,885,000 subscribers and 4,000 employees and recorded revenues of approximately €3.0 billion in 2018, an increase of 3.8% compared to 2017.

The lease with Sky Italia commenced in 2008 and will expire in 2032¹. The current lease terms include:

- a triple net lease structure (under which the tenant is generally responsible for the operating expenses of the property) which minimises operational costs and risks to the owner;
- a rental rate step-up clause which tracks ISTAT consumer price index (“CPI”) index variation²; and
- a break option exercisable by Sky Italia in 2026 with 12 months of advance notice to Lendlease Global REIT.

KEY STRATEGIES

The Manager plans to achieve Lendlease Global REIT’s objectives through the following key strategies:

- **Proactive asset management and enhancement strategy** – The Manager will proactively manage Lendlease Global REIT’s property portfolio to maintain and improve their operational performance, seeking to optimise the cash flow and the value of the Properties. The Manager will also look to drive organic growth, encourage strong relationships with the tenants of the Properties, implement asset management strategies with the aim of ensuring continued relevance of the Properties and facilitate property enhancement opportunities.
- **Investments and acquisition growth strategy** – The Manager will seek to achieve portfolio growth through the acquisition of attractive income-producing properties that fit within Lendlease Global REIT’s investment strategy to enhance the return to Unitholders and to pursue opportunities for future income and capital growth. Whilst Lendlease Global REIT has an IPO portfolio in Singapore and Italy, the Manager will continuously evaluate opportunities in key cities in which the Sponsor Group has a presence and take a considered approach in deciding whether Lendlease Global REIT should explore these opportunities.
- **Prudent capital management strategy** – The Manager will endeavour to employ an appropriate mix of debt and equity in financing acquisitions, secure diversified funding sources to access both financial institutions and capital markets, seek to optimise its cost of debt financing and utilise hedging strategies, where appropriate, with a view to optimise risk-adjusted returns to Unitholders.

(See “Strategy” for further details.)

1 Sky Italia has an option to terminate the lease in 2026.

2 The rent is subject to an annual increase of 75% of the ISTAT’s CPI index variation starting from the second year of the lease.

CERTAIN INFORMATION ON THE PROPERTIES

The table below sets out certain information with respect to the IPO Portfolio:

Certain Information on the Properties											
S/N	Property	Country	Freehold/ Leasehold	Asset Class	NLA as at 30 June 2019 (sq ft)	Occupancy Rate as at 30 June 2019 (%) ⁽¹⁾	Valuation by CBRE as at 31 July 2019 (\$ million)	Valuation by Colliers as at 31 July 2019 (\$ million)	Purchase Price (\$ million)	WALE by Leased NLA as at 30 June 2019 (Years)	WALE by Gross Rental Income as at 30 June 2019 (Years)
1	313@somersset	Singapore	99-year Leasehold (from 21 November 2006 until 20 November 2105)	Retail	288,277	99.6%	1,003.0 ⁽²⁾ 1,000.2 ⁽³⁾	1,005.0 ⁽²⁾ 1,002.0 ⁽³⁾	1,003.0	1.8	1.6
2	Sky Complex	Italy	Freehold	Office ⁽⁴⁾	999,116	100.0%	400.3 ⁽⁵⁾	395.7 ⁽⁵⁾	400.3	12.9 ⁽⁶⁾	12.9 ⁽⁶⁾
Total					1,287,393	99.9%	1,403.3⁽²⁾ 1,400.5⁽³⁾	1,400.7⁽²⁾ 1,397.7⁽³⁾	1,403.3	10.4	4.9

Notes:

- (1) Committed occupancy rate
- (2) Valuations take into account the effects of the Singapore Property Tenant Incentive Reimbursement (as defined herein)
- (3) Valuations which do not take into account the effects of the Singapore Property Tenant Incentive Reimbursement
- (4) Comprises offices and television studios
- (5) Based on the €: S\$ exchange rate of €1: S\$1.525
- (6) Excludes tenant's break option in 2026

STRUCTURE OF LENDLEASE GLOBAL REIT

Lendlease Global REIT

Lendlease Global REIT was constituted on 28 January 2019. It is principally regulated by the SFA, the Code on Collective Investment Schemes issued by the MAS (“**CIS Code**”), including Appendix 6 of the CIS Code (the “**Property Funds Appendix**”), other relevant regulations and the Trust Deed.

Lendlease Corporation is the sponsor of Lendlease Global REIT.

The Sponsor: Lendlease Corporation

The Sponsor, Lendlease Corporation, is part of the Lendlease Group, comprising Lendlease Corporation, Lendlease Trust and their subsidiaries (the “**Lendlease Group**”, and the Sponsor and its subsidiaries, the “**Sponsor Group**”). The Lendlease Group is a leading international property and infrastructure group with operations in Australia, Asia, Europe and the Americas and is listed on the Australian Securities Exchange (the “**ASX**”) with a market capitalisation of approximately A\$9.5 billion as at the Latest Practicable Date.

The Lendlease Group’s strategy is to pursue its integrated business model across its diversified portfolio with a focus on targeted Gateway Cities. This strategy delivers on the Lendlease Group’s vision to create the best places. The approach is driven by understanding customers and underpinned by the financial strength of the Lendlease Group and the Lendlease Group’s relationships with investment partners. Implementation of the Lendlease Group’s strategy in a disciplined and focused manner has enabled the Lendlease Group to become a leading property and infrastructure group.

(See “The Sponsor” for further details.)

The Manager: Lendlease Global Commercial Trust Management Pte. Ltd.

Lendlease Global Commercial Trust Management Pte. Ltd. is the manager of Lendlease Global REIT. The Manager was incorporated in Singapore under the Companies Act, Chapter 50 of Singapore (the “**Companies Act**”) on 21 January 2019. As at the date of this Prospectus, the Manager has an issued and paid-up capital of S\$1,000,000. Its registered office is located at 2 Tanjong Katong Road, #05-01 Paya Lebar Quarter, Singapore 437161.

The Manager has been issued a capital markets services licence (“**CMS Licence**”) for REIT management pursuant to the SFA on 13 September 2019.

The Manager has general powers of management over the assets of Lendlease Global REIT. The Manager’s main responsibility is to manage Lendlease Global REIT’s assets and liabilities for the benefit of Unitholders. The Manager will set the strategic direction of Lendlease Global REIT and give recommendations to the Trustee on the acquisition, divestment, development and/or enhancement of assets of Lendlease Global REIT in accordance with its stated investment strategy. The Manager will provide, among others, the following services to Lendlease Global REIT:

- **Investment:** Formulating Lendlease Global REIT’s investment strategy, including determining the location, sub-sector type and other characteristics of Lendlease Global REIT’s property portfolio. Overseeing the negotiations and providing supervision in relation to investments of Lendlease Global REIT and making final recommendations to the Trustee.

- **Asset Management:** Formulating Lendlease Global REIT’s asset management strategy, including determining the tenant mix, asset enhancement plans and rationalising operation costs, providing supervision in relation to asset management of Lendlease Global REIT and making final recommendations to the Trustee on material matters.
- **Capital management:** Formulating the plans for equity and debt financing for Lendlease Global REIT’s property acquisitions, distribution payments, expense payments and property maintenance payments. Executing Lendlease Global REIT’s capital and financial risk management plans, negotiating with financiers and underwriters and making final recommendations to the Trustee.
- **Accounting:** Preparing accounts, financial reports and annual reports for Lendlease Global REIT on a consolidated basis.
- **Compliance:** Making all regulatory filings on behalf of Lendlease Global REIT, and using its commercially reasonable best efforts to assist Lendlease Global REIT in complying with the applicable provisions of the relevant legislation pertaining to the location and operations of Lendlease Global REIT, the Listing Manual of the SGX-ST (the “**Listing Manual**”), the Trust Deed, any tax ruling and all relevant contracts.
- **Investor relations:** Communicating and liaising with investors, research analysts and the investment community.

The Manager is an indirectly wholly-owned subsidiary of the Sponsor.

(See “The Manager and Corporate Governance – The Manager of Lendlease Global REIT” for further details.)

The Trustee: RBC Investor Services Trust Singapore Limited

The trustee of Lendlease Global REIT is RBC Investor Services Trust Singapore Limited. It is a company incorporated in Singapore on 4 July 1995. As at the date of this Prospectus, the Trustee has a paid-up capital of S\$6,000,000. The Trustee is licensed as a trust company under the Trust Companies Act, Chapter 336 of Singapore (the “**Trust Companies Act**”). It is approved to act as a trustee for authorised collective investment schemes under Section 289(1) of the SFA and is regulated by the MAS. The Trustee’s registered office is located at 8 Marina View, #26-01 Asia Square Tower 1, Singapore 018960.

The Trustee acts as the trustee of Lendlease Global REIT and, in such capacity, holds the assets of Lendlease Global REIT on trust for the benefit of Unitholders, safeguards the rights and interests of the Unitholders and exercises all the powers of a trustee and the powers accompanying ownership of the assets of Lendlease Global REIT.

(See “The Formation and Structure of Lendlease Global REIT – The Trustee” for further details.)

Singapore Property Manager: Lendlease Retail Pte. Ltd.

Lendlease Retail Pte. Ltd. (the “**Singapore Property Manager**”) will be appointed as the property manager of the Singapore Property with effect from the Listing Date pursuant to the master property management agreement entered into between the Trustee, the Manager and the Singapore Property Manager on 13 September 2019 (the “**Master Property Management Agreement**”) and the individual property management agreement entered into between the Trustee, the Manager and the Singapore Property Manager on 13 September 2019 (the “**Singapore Property Individual Property Management Agreement**”). With effect from the Listing Date, the Singapore Property Manager will provide property management, lease management, project management and marketing services in respect of the Singapore Property, subject to the overall management and supervision of the Manager. The Singapore Property Manager was incorporated in Singapore under the Companies Act on 9 December 1998 and is a member of the Sponsor Group.

The Singapore Property Manager’s in-house capabilities include retail development, design, leasing, marketing and property management. The Singapore Property Manager also manages Parkway Parade, Jem and Paya Lebar Quarter in Singapore.

Third Party AIFM: REAM SGR S.p.A.

REAM SGR S.p.A. (the “**Third Party AIFM**”), in its capacity as the alternative investment fund manager (“**AIF Manager**”), has on 30 May 2019 established an alternative investment fund (“**AIF**”) by the name of “Lendlease Global Commercial Italy Fund” (the “**Italy AIF**”) under the management regulations of the AIF (the “**AIF Management Regulations**”). On the basis of the internal processes and evaluations carried out by the Third Party AIFM, the Italy AIF will acquire and hold the Milan Property. The Third Party AIFM is not related to the Sponsor Group. The Third Party AIFM is an Italian asset management company (*società di gestione del risparmio*) (“**SGR**”), authorised to provide asset management services and enrolled at no. 76 in the Bank of Italy’s Register of alternative investment fund managers established pursuant to Article 35 of the Legislative Decree no. 58 of 24 February 1998 of Italy (the “**Consolidated Financial Act (Italy)**”). As of 30 June 2019, the Third Party AIFM has established and manages 12 closed-end real estate investment funds, all reserved for qualified investors, for a total of assets managed amounting to around EUR1.3 billion.

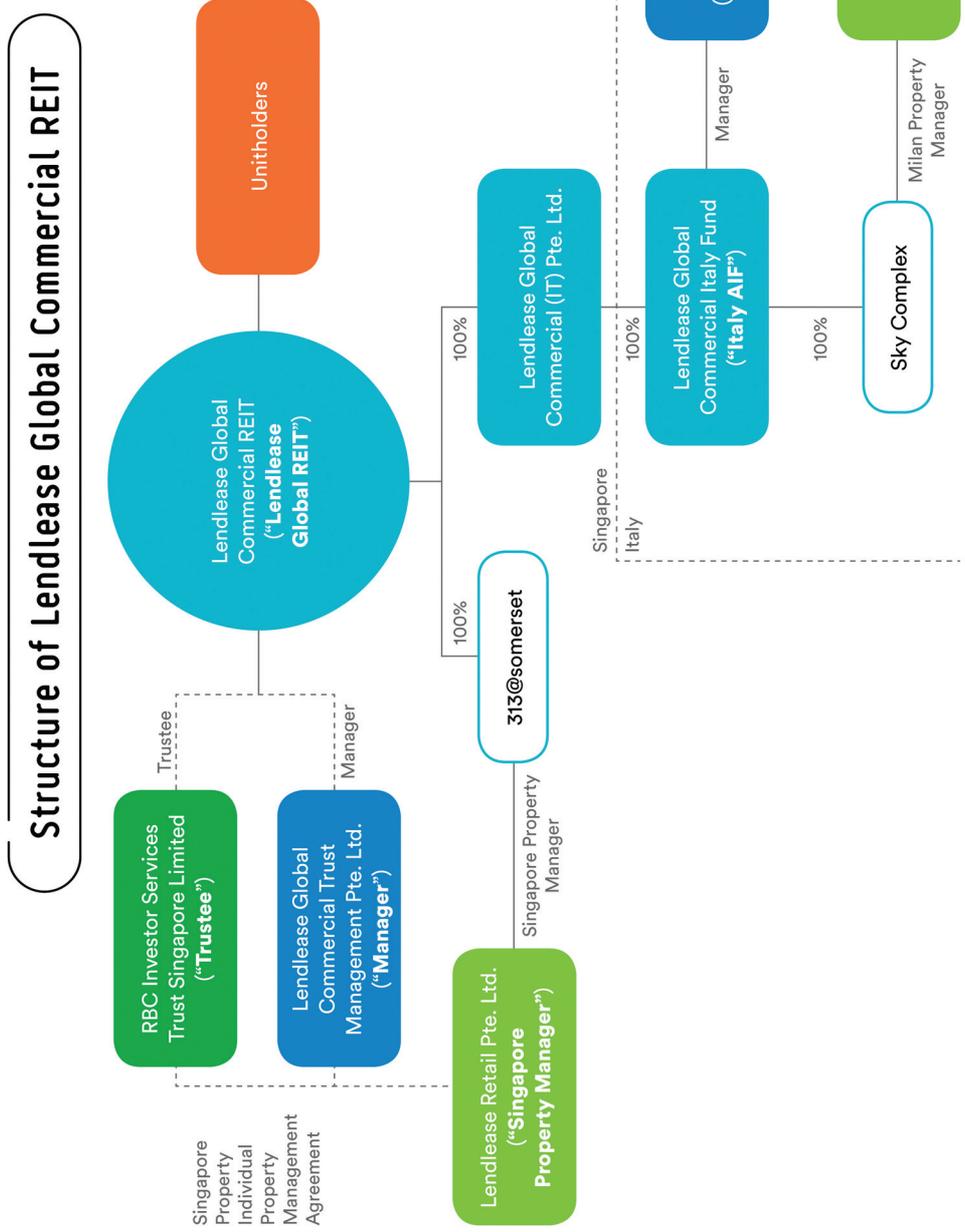
A member of the Sponsor Group has applied for the applicable licence to act as the AIF Manager for the Italy AIF (“**Lendlease AIFM**”) but it is not expected that the licence will be obtained before the Listing Date. The Third Party AIFM will manage the Italy AIF, it being understood that Lendlease Global REIT, in its capacity as the unitholder of the Italy AIF, pursuant to the management regulations of the Italy AIF, will have the right (after an initial lock-up period of six months) to replace the Third Party AIFM with another AIF Manager (including the Lendlease AIFM, once the same has been licensed).

Milan Property Manager: Revalo S.p.A.

Revalo S.p.A. (the “**Milan Property Manager**”) has been appointed by the Third Party AIFM as the property manager for the Milan Property. The Milan Property Manager is a third party professional property manager that is unrelated to the Sponsor Group.

Revalo S.p.A is wholly owned by Covivio S.A., which is listed on the Paris and Milan stock exchanges. The Milan Property Manager has assets under management of approximately EUR9.2 billion as at end March 2019.

The following diagram illustrates the relationship between, among others, Lendlease Global REIT, the Manager, the Trustee and the Unitholders as at the Listing Date:



Note: Lendlease Global REIT also wholly owns the following SPVs which are dormant as at the Latest Practicable Date: Lendlease Global Commercial (SG) Pte. Ltd. and Lendlease Global Commercial (AU) Pte. Ltd.

CERTAIN FEES AND CHARGES

The following is a summary of the amount of certain fees and charges payable by the Unitholders in connection with the subscription for or trading of the Units (so long as the Units are listed):

	Payable by the Unitholders directly	Amount payable
(a)	Subscription fee or preliminary charge	N.A. ⁽¹⁾
(b)	Realisation fee	N.A. ⁽¹⁾
(c)	Switching fee	N.A. ⁽¹⁾
(d)	Any other fee	Investors in the Placement Tranche may be required to pay brokerage of up to 1.0% of the Offering Price. For trading of the Units on the SGX-ST, investors will pay prevailing brokerage commissions (if applicable) and a clearing fee and a trading fee at the rate of 0.0325% and 0.0075% of the transaction value respectively, subject to Goods and Services Tax (“GST”) chargeable thereon. An administration fee is payable for each application made through automated teller machines (“ATM”) and the internet banking websites of the Participating Banks (as defined herein).

Note:

- (1) As the Units will be listed and traded on the SGX-ST, and Unitholders will have no right to request that the Manager redeem their Units while the Units are listed, no subscription fee, preliminary charge, realisation fee or switching fee is payable in respect of the Units.

The following is a summary of certain fees and charges payable by Lendlease Global REIT or its subsidiaries and SPVs in connection with the establishment and on-going management and operation of the Lendlease Global REIT Group:

	Payable by Lendlease Global REIT	Amount payable
(a)	Management Fee ^{1, 2} (payable to the Manager)	Base Fee Pursuant to Clause 15.1.1 of the Trust Deed, 0.3% per annum of the value of Lendlease Global REIT’s Deposited Property ³ .

1 The Trust Deed does not provide for any termination payments which are payable to the Manager or the Trustee when the Manager or the Trustee is removed in accordance with the Trust Deed. For the avoidance of doubt, Lendlease Global REIT continues to be obliged to pay any accrued and unpaid fees on its removal.

2 In relation to investments which are owned or held, either directly or indirectly, by one or more SPVs, each of the Base Fee, the Performance Fee, the Acquisition Fee, the Divestment Fee, the Development Management Fee and the remuneration of the Trustee shall be calculated on the same basis as if the investments, or the pro-rated share of the investments in the case where the interest of Lendlease Global REIT in the relevant SPV is partial, had been held directly by the Trustee.

3 “**Deposited Property**” means all the Authorised Investments (as defined herein) of Lendlease Global REIT for the time being held or deemed to be held by Lendlease Global REIT under the Trust Deed. Where the proportion of Lendlease Global REIT’s economic interests and its voting rights in an SPV differ, the Deposited Property shall be based on Lendlease Global REIT’s economic interests in such SPV.

	Payable by Lendlease Global REIT	Amount payable
		<p>For the purposes of calculating the Base Fee only, where Lendlease Global REIT holds its investments through one or more SPVs, the Deposited Property shall include all the assets of the relevant SPV, pro-rated, if applicable, to the proportion of Lendlease Global REIT's interest in the relevant SPV.</p> <p>Performance Fee</p> <p>Pursuant to Clause 15.1.2 of the Trust Deed, 5.0% per annum of Lendlease Global REIT's NPI calculated before accounting for the Performance Fee in the relevant Financial Year (the "Performance Fee").</p> <p>Management Fee to be paid in cash or Units</p> <p>The Base Fee and Performance Fee are payable to the Manager in the form of cash and/or Units (as the Manager may elect), in such proportions as may be determined by the Manager.</p> <p>For Forecast Year 2020 and the Projection Year 2021, the Manager has elected to receive 100.0% of the Base Fee and 100.0% of the Performance Fee in the form of Units.</p> <p>No double counting of fees</p> <p>The Manager may appoint, or the Trustee or any entity which is held by Lendlease Global REIT (whether wholly or partially) may, at the recommendation of the Manager appoint asset managers, investment managers or any other entities to provide asset management services or investment management services in respect of any asset of Lendlease Global REIT from time to time and the Management Fee payable to the Manager will be reduced by the amount of any fees payable to such entities for asset management, acquisition, divestment or development management services. For the avoidance of doubt, this includes the fees payable to the AIF Manager. Please refer to paragraph (d) "Fees payable to other asset managers" below for further details.</p>

	Payable by Lendlease Global REIT	Amount payable
(b)	Trustee's Fee ¹	<p>The Trustee's fee is presently charged on a scaled basis of up to 0.015% per annum of the value of the Deposited Property, excluding out-of-pocket expenses and GST in accordance with the Trust Deed.</p> <p>The actual fee payable will be determined in writing between the Manager and the Trustee from time to time. Any increase in the maximum permitted amount or any change in the structure of the Trustee's fee must be approved by an Extraordinary Resolution (as defined herein) at a Unitholders' meeting duly convened and held (as defined herein) in accordance with the provisions of the Trust Deed.</p>
(c)	<p>Any other substantial fee or charge (<i>i.e.</i> 0.1% or more of Lendlease Global REIT's asset value)</p> <p><i>Payable to the Manager or its nominee</i></p>	
	(i) Acquisition Fee	<p>Pursuant to Clause 15.2.1 of the Trust Deed, 1.0% (or such lower percentage as may be determined by the Manager in its absolute discretion) of each of the following as is applicable (subject to there being no double-counting):</p> <ul style="list-style-type: none"> the acquisition price of any Real Estate (as defined herein) purchased, whether directly or indirectly through one or more SPVs, by Lendlease Global REIT (plus any other payments¹ in addition to the acquisition price made by Lendlease Global REIT or its SPVs to the vendor in connection with the purchase of the Real Estate) (pro-rated, if applicable, to the proportion of Lendlease Global REIT's interest);

¹ "Other payments" refers to additional payments to the vendor of the asset, for example, where the vendor has already made certain payments for enhancements to the asset, and the value of the asset enhancements is not reflected in the acquisition price as the asset enhancements are not completed, but "other payments" does not include stamp duty or other payments to third party agents and brokers.

	Payable by Lendlease Global REIT	Amount payable
		<ul style="list-style-type: none"> • the underlying value¹ 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 Lendlease Global REIT, whether directly or indirectly through one or more SPVs (plus any additional payments made by Lendlease Global REIT or its SPVs to the vendor in connection with the purchase of such equity interests) (pro-rated, if applicable, to the proportion of Lendlease Global REIT's interest); or • the acquisition price of any investment purchased by Lendlease Global REIT, 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, <p>(the "Acquisition Fee").</p> <p>The same rate of Acquisition Fee is payable regardless of whether the acquisition is from a related party of Lendlease Global REIT.</p> <p>For the avoidance of doubt, the acquisition price or, as the case may be, the acquisition value, shall take into account any completion or other price or value adjustment to be made post-completion.</p> <p>For the purpose of the Acquisition Fee, equity interests include all classes and types of equity securities relating to Real Estate which shall, for the avoidance of doubt, exclude any investment in debt securities of any property corporation or other SPV owning or acquiring Real Estate.</p>

¹ For example, if Lendlease Global REIT acquires an SPV which holds Real Estate, such underlying value would be the value of the Real Estate derived from the amount of equity paid by Lendlease Global REIT as the purchase price plus any debt at the level of the SPV.

	Payable by Lendlease Global REIT	Amount payable
		<p>The Acquisition Fee is payable to the Manager in the form of cash and/or Units (as the Manager may elect), in such proportions as may be determined by the Manager. Under the Property Funds Appendix, in respect of any acquisition of Real Estate from interested parties, such a fee will be in the form of Units issued by Lendlease Global REIT at prevailing market price(s). Such Units may not be sold within one year from the date of their issuance.</p> <p>An acquisition fee (“IPO Acquisition Fee”) of 1.0% of the acquisition price of the Milan Property and 0.75% of the acquisition price of the Singapore Property is payable to the Manager on the Listing Date for the acquisition of the Milan Property and the Singapore Property respectively. The IPO Acquisition Fee payable to the Manager in respect of the Milan Property and the Singapore Property will be paid in cash¹ and Units² (such Units, the “IPO Acquisition Fee Units”) respectively on or after the Listing Date. The IPO Acquisition Fee Units may not be sold within one year from the date of their issuance.</p> <p>The IPO Acquisition Fee for the Singapore Property is lower than the IPO Acquisition Fee for the Milan Property because the Manager has voluntarily agreed not to receive any IPO Acquisition Fee in respect of the 25% interest that the Sponsor Group holds as a co-investor in the Singapore Property.</p> <p>Any payment to third party agents or brokers in connection with the acquisition of any assets of Lendlease Global REIT shall be paid to such persons out of the Deposited Property of Lendlease Global REIT or the assets of the relevant SPV, and not out of the Acquisition Fee received or to be received by the Manager.</p> <p>The Acquisition Fee is payable as soon as practicable after completion of the relevant acquisition.</p>

1 The vendor of the Milan Property is a third party and is not an “interested party” for the purposes of the Property Funds Appendix. Therefore, the payment of the IPO Acquisition Fee in cash in respect of the Milan Property is in compliance with the Property Funds Appendix. See “Unaudited Pro Forma Consolidated Balance Sheet as at the Listing Date” for further details on the vendor of the Milan Property.

2 As the vendor of the Singapore Property is an “interested party” for purposes of the Property Funds Appendix, the payment of the IPO Acquisition Fee for the Singapore Property is required to be paid in Units.

	Payable by Lendlease Global REIT	Amount payable
	(ii) Divestment Fee	<p>Pursuant to Clause 15.2.1 of the Trust Deed, 0.5% (or such lower percentage as may be determined by the Manager in its absolute discretion) of each of the following as is applicable (subject to there being no double-counting) (and less any Divestment Fee paid to the Property Manager):</p> <ul style="list-style-type: none"> • the sale price of any Real Estate sold or divested, whether directly or indirectly through one or more SPVs, by Lendlease Global REIT (plus any other payment¹ in addition to the sale price received by Lendlease Global REIT 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 Lendlease Global REIT's interest); • the underlying value² 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, whether directly or indirectly through one or more SPVs, by Lendlease Global REIT (plus any additional payments received by Lendlease Global REIT 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 Lendlease Global REIT's interest); or • the sale price of any investment sold or divested by Lendlease Global REIT, 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, <p>(the "Divestment Fee").</p> <p>The same rate of Divestment Fee is payable regardless of whether the divestment is to a related party of Lendlease Global REIT.</p>

1 "Other payments" refers to additional payments to Lendlease Global REIT or its SPVs for the sale of the asset, for example, where Lendlease Global REIT or its SPVs have already made certain payments for enhancements to the asset, and the value of the asset enhancements is not reflected in the sale price as the asset enhancements are not completed, but "other payments" does not include stamp duty or other payments to third party agents and brokers.

2 For example, if Lendlease Global REIT sells or divests an SPV which holds Real Estate, such underlying value would be the value of the Real Estate derived from the amount of equity ascribed to the Real Estate which will be paid to Lendlease Global REIT as the sale price plus any debt at the level of the SPV.

	Payable by Lendlease Global REIT	Amount payable
		<p>For the avoidance of doubt, the Divestment Fee is payable in respect of any divestment of Real Estate assets to both third parties and interested parties.</p> <p>For the avoidance of doubt, the sale price, or as the case may be, the sale value, shall take into account any completion or other price or value adjustment to be made post-completion.</p> <p>For the purpose of this Divestment Fee, equity interests include all classes and types of equity securities relating to Real Estate which shall, for the avoidance of doubt, exclude any investment in debt securities of any property corporation or other SPV owning or acquiring Real Estate.</p> <p>The Divestment Fee is payable to the Manager in the form of cash and/or Units (as the Manager may elect), in such proportions as may be determined by the Manager. Under the Property Funds Appendix, in respect of any sale or divestment of Real Estate to interested parties, such a fee will be in the form of Units issued by Lendlease Global REIT at prevailing market price(s). Such Units may not be sold within one year from date of their issuance.</p> <p>Any payment to third party agents or brokers in connection with the disposal of any assets of Lendlease Global REIT shall be paid to such persons out of the Deposited Property of Lendlease Global REIT or the assets of the relevant SPV, and not out of the Divestment Fee received or to be received by the Manager.</p> <p>The Divestment Fee is payable as soon as practicable after completion of the relevant divestment.</p>

	Payable by Lendlease Global REIT	Amount payable
	(iii) Development Management Fee	Pursuant to Clause 15.4 of the Trust Deed, the Manager is entitled to receive a development management fee equivalent to 3.0% of the Total Project Costs ¹ incurred in a Development Project ² (each defined herein) undertaken by the Manager on behalf of Lendlease Global REIT (less any development management fee paid to the Property Managers or any entity engaged by the Manager to perform the services specified) (the “ Development Management Fee ”). Lendlease Global REIT will only undertake development activities within the limits of the Property Funds Appendix. The Property Funds Appendix provides that a REIT should commit no more than 10.0% of its deposited property to development and investments in uncompleted property developments. The 10.0% limit may be exceeded (subject to a maximum of 25.0% of Lendlease Global REIT’s deposited property) only if up to 15.0% of Lendlease Global REIT’s deposited property is utilised solely for the redevelopment of an existing property that has been held by Lendlease Global REIT for at least three years and which the REIT will continue to hold for at least three years after the completion of the redevelopment; and (ii) Lendlease Global REIT obtains specific approval of its Unitholders at a general meeting for the redevelopment of the property.

1 **Total Project Costs**” means the sum of the following:

- construction cost based on the project final account prepared by the project quantity surveyor or issued by the appointed contractor;
- principal consultants’ fees, including payments to the project’s architect, civil and structural engineer, mechanical and electrical engineer, quantity surveyor, project manager;
- the costs of obtaining all approvals for the project;
- site staff costs;
- interest costs on borrowings used to finance project cashflows that are capitalised to the project in line with International Financial Reporting Standards; and
- any other costs including contingency expenses which meet the definition of Total Project Costs and can be capitalised to the project in accordance with International Financial Reporting Standards,

but for the avoidance of doubt, shall not include land costs (including but not limited to the acquisition price or underlying value of such land).

2 “**Development Project**” means a project involving the development of land, or buildings, or part(s) thereof on land which is acquired, held or leased by Lendlease Global REIT, provided always that the Property Funds Appendix shall be complied with for the purposes of such development, but does not include refurbishment, retrofitting and renovations.

	Payable by Lendlease Global REIT	Amount payable
		<p>Where the estimated Total Project Costs are greater than S\$100.0 million, the Trustee and the Manager's independent directors will first review and approve the quantum of the Development Management Fee, whereupon the Manager may be directed by the independent directors to reduce the quantum of the Development Management Fee charged by the Manager. Further, in cases where the market pricing for comparable services is, in the Manager's view, materially lower than the Development Management Fee, the independent directors of the Manager shall have the right to direct the Manager to accept a Development Management Fee of less than 3.0% of the Total Project Costs.</p> <p>The Development Management Fee is payable to the Manager in the form of cash and/or Units (as the Manager may elect in its sole discretion) in equal monthly instalments over the construction period of each Development Project based on the Manager's best estimate of the Total Project Costs and the construction period, and if necessary, a final payment of the balance amount when the Total Project Costs are finalised.</p> <p>For the avoidance of doubt, in respect of a Development Project, there will be no double counting of fees and the Manager will not be entitled to concurrently receive both a Development Management Fee as well as an Acquisition Fee in respect of the same Development Project. As land costs will not be included in the computation of Total Project Costs, the Manager shall be entitled to receive an Acquisition Fee on the land costs. Where any project management fee or construction supervision fee is payable to the Milan Property Manager, there will not be any Development Management Fees payable to the Manager in respect of the same project and vice versa. For the avoidance of doubt, the above shall not preclude future Property Managers of the Milan Property (which may include members of the Lendlease Group) from charging a project management fee or construction supervision fee for services provided for the Milan Property provided that there shall be no double counting of fees with the Manager's Development Management Fee.</p>

	Payable by Lendlease Global REIT	Amount payable
	<i>Payable to the Property Manager or their nominees</i>	
	(iv) Property Management Fee	<p><u>Master Property Management Agreement</u></p> <p><u>Property Management Fee</u></p> <p>Each of the Property Managers is entitled to a monthly property management fee equal to a certain percentage of gross revenues and/or net income, as more specifically defined in each property management agreement. The Singapore Property Manager is a member of the Sponsor Group while the Milan Property Manager is a third party unrelated to the Sponsor Group.</p> <p>The property management fee charged by the Singapore Property Manager under the Master Property Management Agreement for properties that are acquired after Listing will be 2.0% per annum of Gross Revenue (as defined herein) and 2.0% per annum of Net Property Income (as defined herein) before deductions for the property management fee of the relevant property.</p> <p><u>Leasing Fee</u></p> <p>In respect of each new lease, renewal of an existing lease or relocation of an existing lease negotiated by the Singapore Property Manager and entered into by a tenant, the Singapore Property Manager is entitled to a leasing fee of 100% of one month's base rent, one month's service charge and one month's advertising and promotion fee (if any), payable by the tenant under the lease. The leasing fee will be subject to review every three years to be in line with market rates as may be agreed by the Manager, the Trustee and the Singapore Property Manager. Any revision to the leasing fee arising from the review every three years will be subject to Rules 905 and 906 of the Listing Manual.</p> <p><u>Tenancy Design Review Fee</u></p> <p>Where tenancy design review services are required for a new lease, renewal of existing lease, relocation of an existing lease or any licence or concession, a fixed tenancy design review fee of S\$6,000 per tenancy, subject to annual increase by a percentage which reflects the percentage increase in the CPI in Singapore during the 12 month period prior to that date plus 1%.</p> <p>(See "The Manager and Corporate Governance – The Singapore Property Manager" for further details.)</p>

	Payable by Lendlease Global REIT	Amount payable
		<p data-bbox="715 241 1390 309"><u>Singapore Property Individual Property Management Agreement</u></p> <p data-bbox="715 331 1059 365"><u>Property Management Fee</u></p> <p data-bbox="715 387 1390 454">The property management fee for the Singapore Property is charged based on the following formula:</p> <p data-bbox="715 477 970 510">F = F1 + F2, where</p> <p data-bbox="715 533 1018 566">F1 = 1.85% of GR; and</p> <p data-bbox="715 589 1123 656">F2 = 1.85% of (GR – OE – F1), and:</p> <p data-bbox="715 678 1390 1070">GR = Gross receipts for the financial year which refers to all income accruing or resulting from the operation of the Singapore Property for the relevant financial year or part thereof, including but not limited to rental income (including turnover rent), rental premiums, licence fees, service charges, advertising and promotion fees and other sums due from tenants, and other income or revenue earned from all rights of occupation or use of the Singapore Property and the proceeds of any payment under any insurance policy against loss of rent or other income arising from the operation of the Singapore Property.</p> <p data-bbox="715 1093 1390 1261">OE = Operating expenses for that Financial Year which refers to all costs and expenses incurred or payable by Lendlease Global REIT in the operation, maintenance, management, repair and cleaning of the Property.</p> <p data-bbox="715 1283 879 1317"><u>Leasing Fee</u></p> <p data-bbox="715 1339 1390 1821">In relation to the Singapore Property, in respect of each new lease, renewal of an existing lease or relocation of an existing lease negotiated by the Singapore Property Manager and entered into by a tenant, the Singapore Property Manager is entitled to a leasing fee of 80% of one month's base rent, one month's service charge and one month's advertising and promotion fee (if any), payable by the tenant under the lease. The leasing fee will be subject to review every three years to be in line with market rates as may be agreed by the Manager, the Trustee and the Singapore Property Manager. Any revision to the leasing fee arising from the review every three years will be subject to Rules 905 and 906 of the Listing Manual.</p>

	Payable by Lendlease Global REIT	Amount payable
		<p><u>Tenancy Design Review Fee</u></p> <p>In relation to the Singapore Property, where tenancy design review services are required for a new lease, renewal of existing lease, relocation of an existing lease or any licence or concession, a fixed tenancy design review fee of S\$6,000 per tenancy, subject to annual increase by a percentage which reflects the percentage increase in the CPI in Singapore during the 12 month period prior to that date plus 1%.</p> <p><u>Milan Property PMA</u></p> <p>The property management fee for the Milan Property is an initial fee of €15,000 and a property management and building management fee of 0.95% per annum of the Gross Rental Income of the Milan Property, subject to a minimum sum of €90,000.</p> <p>The Milan Property Manager is also entitled to:</p> <ul style="list-style-type: none"> • a project management fee of: <ul style="list-style-type: none"> – 5.0% of the cost of the maintenance works (the “Milan Property Project Cost”) if the Milan Property Project Cost is €200,000 or below; – 3.9% of the Milan Property Project Cost subject to a minimum project management fee of €10,000 if the Milan Property Project Cost is above €200,000 and below €2.0 million; or – 3.2% of the Milan Property Project Cost subject to a minimum project management fee of €78,000 if the Milan Property Project Cost is €2.0 million or above; and • a construction supervision fee of: <ul style="list-style-type: none"> – 3.0% of the cost of the applicable construction project (the “Milan Property Construction Cost”) if the Milan Property Construction Cost is €200,000 or below; – 2.5% of the Milan Property Construction Cost subject to a minimum construction supervision fee of €6,000 if the Milan Property Construction Cost is above €200,000 and below €2.0 million; or – 2.0% of the Milan Property Construction Cost subject to a minimum construction supervision fee of €50,000 if the Milan Property Construction Cost is €2.0 million or above.

	Payable by Lendlease Global REIT	Amount payable
		<p>Fees payable to Property Managers may be paid in cash or Units</p> <p>Clause 15.8 of the Trust Deed allows for the payment of any fees payable to any property managers of Lendlease Global REIT to be paid in the form of cash and/or Units.¹</p> <p>For the Forecast Year 2020 and the Projection Year 2021, the property management fees for the Singapore Property will be paid in Units and the property management fees for the Milan Property will be paid in cash.</p>
(d)	Fees payable to other asset managers	<p>In the event that the Manager appoints, or the Trustee or any entity which is held by Lendlease Global REIT (whether wholly or partially) at the recommendation of the Manager appoints, an asset manager, investment manager or any other entities (including related entities of the Manager) (the “Relevant Entity”) to provide asset management services or investment management services in respect of any asset of Lendlease Global REIT, the Relevant Entity shall be entitled to receive out of the Deposited Property, a fee for its services to be paid either directly (by the Trustee) or indirectly (by the entity which is held by Lendlease Global REIT, including the AIF) (the “Relevant Fee”) and the relevant fee payable to the Manager shall be reduced by the Relevant Fee to the extent that such Relevant Fee relates to the asset management fees, acquisition fees, divestment fees or development management fees.</p> <p>For the avoidance of doubt, any acquisition fee payable as a Relevant Fee to any Relevant Entity in connection with the acquisition of any of the Properties will be paid out of the IPO Acquisition Fee payable to the Manager.</p> <p>For the avoidance of doubt, the above applies to the appointment of the AIF Manager and the fees paid to the AIF Manager will reduce the fees payable to the Manager to the extent that such fees relate to the asset management fees, acquisition fees, divestment fees and/or development management fees.</p> <p>The terms and mechanics for the payment of the Relevant Fee shall be set out in the agreement appointing the Relevant Entity.</p> <p>For the avoidance of doubt, any other relevant fee not related to asset management fees, acquisition fees,</p>

¹ The Trust Deed further provides that such Units will be issued at a price equal to the “Market Price” and for this purpose “Market Price” means the higher of (i) the volume weighted average price for a Unit for all trades on the SGX-ST for the last 10 business days immediately preceding (and including) the end date of the relevant quarter and (ii) the closing price on the date of issuance of the units in payment of such property management fee.

	Payable by Lendlease Global REIT	Amount payable
		<p>divestment fees or development management fees shall not reduce the fees payable to the Manager.</p> <p>The reduction of the fees payable to the Manager relate primarily to fees arising from the performance of services which are within the scope of duties of the Manager so as to prevent the double-charging of fees.</p>
	<p><i>Payable to the AIF Manager or its nominees and reducing the fees paid to the Manager</i></p>	
	<p>Italy Management Fee</p>	<p>In exchange for the provision of investment management services to the Italy AIF under the AIF Management Regulations, the Third Party AIFM is entitled to a management fee equal to 0.175% per annum of the Value of the AIF Assets (the “Italy Management Fee”) from the date of the first acquisition by the Italy AIF.</p> <p>For the purpose of calculating the Italy Management Fee, the “Value of the AIF Assets” under the AIF Management Assets means the overall value of the assets of the Italy AIF, as stated in each annual and semi-annual report of the Italy AIF (for example, including real property rights and interests in real estate companies capitalised costs (being closing costs, maintenance, refurbishment, restoration, reconversion, restructuring, renovation costs and related financial costs) less any unrealised capital gains. The Italy Management Fee will be paid upfront to the Third Party AIFM covering a period of 21 months from the Listing Date in cash. In the event that the Third Party AIFM is replaced by the Lendlease AIFM before the end of the two-year period from the Listing Date, the Third Party AIFM will refund the balance of the Italy Management Fee to the Italy AIF.</p> <p>It is expected that the fees payable to the Lendlease AIFM will not exceed the fees payable to the Third Party AIFM set out above and will be up to 0.175% per annum of the Value of the AIF Assets from the date of the first acquisition by the Italy AIF.</p>

The rationale for each of the fees payable by Lendlease Global REIT or its subsidiaries to the Manager in connection with the establishment and on-going management and operation of the Lendlease Global REIT Group is as follows:

- **Management Fee (payable to the Manager)** – The Manager’s Management Fee comprises the Base Fee and the Performance Fee which make up a substantial portion of the Manager’s total remuneration for the provision of on-going management services to Lendlease Global REIT, covering functions such as investment management, asset management, capital management, accounting, compliance and investor relations, rendered by a professional licensed Manager on a full time and dedicated basis¹.
 - **Base Fee** – The Base Fee, which is based on the Deposited Property, is recurring and enables the Manager to cover operational and administrative overhead incurred in the management of the portfolio. The Base Fee is based on a fixed percentage of the Deposited Property which is commensurate with the complexity and efforts required of the Manager in managing Lendlease Global REIT.
 - **Performance Fee** – The Performance Fee, which is based on and pegged to 5.0% of NPI, increases if the operating performance of Lendlease Global REIT’s Properties improves and depends on, among other things, the amount of rental income received as well as the operating expenses of the Properties. This takes into account the long-term interests of Unitholders as the Manager is motivated and incentivised to develop sustainable asset positioning strategies while maintaining control over its operating costs. As such, the Manager will be incentivised not to take on excessive short-term risks, and to strive to manage Lendlease Global REIT in a balanced manner.
- **Acquisition and Divestment Fee (payable to the Manager and/or the Property Manager)** – The Acquisition Fee and Divestment Fee payable to the Manager seek to motivate and compensate the Manager for the time, effort and cost spent by the management team of the Manager (in the case of the Acquisition Fee) in sourcing, evaluating and executing potential opportunities to acquire new properties and grow Lendlease Global REIT or, (in the case of the Divestment Fee) in rebalancing and unlocking the underlying value of existing properties within Lendlease Global REIT’s portfolio through divestment of assets which may have reached a stage which offers limited scope for further growth. The Manager provides these services over and above the provision of on-going management services with the aim of enhancing long-term returns and achieving the investment objectives of Lendlease Global REIT.

The IPO Acquisition Fee payable to the Manager is for its work done in connection with the acquisition of the Milan Property and the Singapore Property by Lendlease Global REIT. The Manager, under the supervision of its management team, and with the support of the employees of the Sponsor Group, has undertaken extensive work required to ensure the successful acquisition of the Milan Property and the Singapore Property. The IPO Acquisition Fee for the Singapore Property is lower than the IPO Acquisition Fee for the Milan Property because the Manager has voluntarily agreed not to receive any IPO Acquisition Fee in respect of the 25% interest that the Sponsor Group holds as a co-investor in the Singapore Property.

¹ The Manager may appoint, or the Trustee or any entity which is held by Lendlease Global REIT (whether wholly or partially) may, at the recommendation of the Manager may appoint asset managers, investment managers or any other entities to provide asset management services or investment management services in respect of any asset of Lendlease Global REIT from time to time and the Management Fees will be reduced by the amount of any fees payable to such entities to the extent that such fees relates to asset management fees, acquisition fees, divestment fees or development management fees. For the avoidance of doubt, this includes the fees payable to the AIF Manager. Please refer to paragraph (d) “Fees payable to other asset managers” above for further details.

The Divestment Fee is lower than the Acquisition Fee because there is generally less work required to be undertaken in terms of sourcing, evaluating and conducting due diligence for a disposal. There is no corresponding reduction in the Divestment Fee for divestments to Related Parties as the time, effort and cost spent by the management team of the Manager for a divestment will be the same whether to a Related Party or otherwise.

- **Development Management Fee (payable to the Manager)** – The Development Management Fee payable to the Manager will allow the Manager to recover the cost of providing resources to manage development projects, which is outside the scope of the usual operations of the Manager, should it decide to undertake such development projects. This serves to incentivise the Manager to undertake development projects that will enhance returns for Unitholders (subject to applicable requirements under the Property Funds Appendix), thereby aligning the Manager’s interests with the interests of Unitholders.

THE OFFERING

Lendlease Global REIT	Lendlease Global Commercial REIT, a REIT established in Singapore and constituted by the Trust Deed.
The Manager	Lendlease Global Commercial Trust Management Pte. Ltd. in its capacity as manager of Lendlease Global REIT.
The Sponsor	Lendlease Corporation Limited.
The Trustee	RBC Investor Services Trust Singapore Limited, in its capacity as trustee of Lendlease Global REIT.
The Offering	387,474,987 Units offered under the Placement Tranche, and the Public Offering, subject to the Over-Allotment Option.
The Placement Tranche (including Reserved Units)	364,747,987 Units offered by way of an international placement to investors (other than the Sponsor Group and the Cornerstone Investors), including institutional and other investors in Singapore (including the Reserved Units). The Units have not been and will not be registered under the Securities Act and, accordingly, may not be offered or sold within the United States except in certain transactions exempt from or not subject to the registration requirements of the Securities Act. The Units are only being offered and sold in offshore transactions as defined in and in reliance on Regulation S and to certain U.S. investors on a limited basis, pursuant to an exemption from the registration requirements of the Securities Act, who have agreed, among other things, to restrictions on transfer.
The Public Offering	22,727,000 Units offered by way of a public offer in Singapore.
Clawback and Re-allocation	The Units may be re-allocated between the Placement Tranche and the Public Offering at the discretion of the Joint Bookrunners (in consultation with the Manager), subject to the minimum unitholding and distribution requirements of the SGX-ST, in the event of an excess of applications in one and a deficit in the other.
Reserved Units	<p>13,000,000 Units reserved for subscription by the directors, management, employees and business associates of the Sponsor and its subsidiaries.</p> <p>In the event that any of the Reserved Units are not fully subscribed for, they will be made available to satisfy excess applications (if any) under the Public Offering and/or the Placement Tranche.</p>
Subscription by the LLT Sub-Trust	Concurrently with, but separate from the Offering, LLT Sub-Trust, an indirectly wholly-owned sub-trust of Lendlease Trust, has entered into the LLT Sub-Trust Subscription Agreement to subscribe for an aggregate of 318,137,997 Units, which (together with the Initial Units) is equivalent to 27.2% of the total number of Units in issue as at the Listing Date, conditional upon the Underwriting Agreement having been entered into, and not having been terminated, pursuant to its terms on or prior to the date and time on which the Units are issued as settlement under the Offering (the “ Settlement Date ”).

Subscription by the Cornerstone Investors

Concurrently with, but separate from the Offering, AEW Asia Pte Ltd (“**AEW**”), Asdew Acquisitions Pte Ltd, funds and accounts under management by investment management subsidiaries of BlackRock, Inc., DBS Bank Ltd. (on behalf of certain wealth management clients), DBS Vickers Securities (Singapore) Pte. Ltd. (“**DBS Vickers**”) (on behalf of certain corporate clients), Fullerton Fund Management Company Ltd. (“**Fullerton**”) (acting as manager for and on behalf of certain funds and investment accounts under its management), Lion Global Investors Limited (“**Lion Global Investors**”), Moon Capital Partners Master Fund Ltd. and Moon Capital Performance Plus Master Fund Ltd. (together, “**Moon Capital**”), Nikko Asset Management Asia Limited (“**Nikko Asset Management**”), Principal Asset Management (S) Pte Ltd (formerly known as CIMB-Principal Asset Management) (“**Principal Singapore**”), Soon Lee Land Pte. Ltd., The Segantii Asia-Pacific Equity Multi-Strategy Fund and TMB Asset Management Co., Ltd. (“**TMBAM**”) (collectively, the “**Cornerstone Investors**”) have entered into separate subscription agreements to subscribe for an aggregate of 453,785,013 Units at the Offering Price, conditional upon the Underwriting Agreement having been entered into, and not having been terminated, pursuant to its terms on or prior to the Settlement Date.

In the event that any one or more of the Cornerstone Investors fails to subscribe for and pay for the Cornerstone Units which they have committed to subscribe, the Offering may still proceed and subscribers of the Units to be issued under the Offering will still be required to pay for and complete their subscriptions pursuant to the Offering.

(See “Ownership of the Units – Information on the Cornerstone Investors” for further details.)

Offering Price

S\$0.88 per Unit.

Subscription for Units in the Public Offering

Investors applying for Units by way of Application Forms or Electronic Applications (both as referred to in Appendix G, “Terms, Conditions and Procedures for Application for and Acceptance of the Units in Singapore”) in the Public Offering will pay the Offering Price (such amount being S\$0.88) on application, subject to a refund of the full amount or, as the case may be, the balance of the application monies (in each case, without interest or any share of revenue or other benefit arising therefrom) where:

- (i) an application is rejected or accepted in part only; or
- (ii) the Offering does not proceed for any reason.

For the purpose of illustration, an investor who applies for 1,000 Units by way of an Application Form or an Electronic Application under the Public Offering will have to pay S\$880, which is subject to a refund of the full amount or the balance thereof (without interest or any share of revenue or other benefit arising therefrom), as the case may be, upon the occurrence of any of the foregoing events.

The minimum initial subscription is for 1,000 Units. An applicant may subscribe for a larger number of Units in integral multiples of 100.

Investors in Singapore must follow the application procedures set out in Appendix G, “Terms, Conditions and Procedures for Application for and Acceptance of the Units in Singapore”. Subscriptions must be paid for in Singapore dollars. No fee is payable by applicants for the Units in the Public Offering, save for an administration fee for each application made through an ATM and the internet banking websites of the Participating Banks.

Unit Lender

LLT Sub-Trust, an indirectly wholly-owned sub-trust of Lendlease Trust.

Over-Allotment Option

In connection with the Offering, the Joint Bookrunners have been granted the Over-Allotment Option by the Unit Lender. The Over-Allotment Option is exercisable by the Stabilising Manager (or any of its affiliates or other persons acting on behalf of the Stabilising Manager), in consultation with the other Joint Bookrunner, in full or in part, on one or more occasions, until the earlier of (i) the date falling 30 days from the Listing Date; or (ii) the date when the Stabilising Manager (or any of its affiliates or other persons acting on behalf of the Stabilising Manager) has bought, on the SGX-ST, an aggregate of 34,097,000 Units, representing approximately 8.8% of the total number of Units in the Offering in undertaking stabilising actions to purchase up to an aggregate of 34,097,000 Units (representing approximately 8.8% of the total number of Units in the Offering), at the Offering Price. Unless indicated otherwise, all information in this document assumes that the Over-Allotment Option is not exercised. (See “Plan of Distribution” for further details.) The total number of Units in issue immediately after the close of the Offering and the issue of the IPO Acquisition Fee Units will be 1,167,946,000 Units. The exercise of the Over-Allotment Option will not increase this total number of Units in issue. The total number of Units subject to the Over-Allotment Option will not exceed 8.8% of the total number of Units under the Placement Tranche and the Public Offering.

Lock-ups

Each of Lendlease Responsible Entity Limited (in its capacity as responsible entity for Lendlease Trust); and Lendlease SREIT Pty Limited (in its capacity as the trustee of LLT Sub-Trust) has agreed to (i) a lock-up arrangement during the period commencing from the Listing Date until the date falling six months after the Listing Date (both dates inclusive) (the “**First Lock-up Period**”) in respect of all of the Units which will be legally and/or beneficially owned by Lendlease Trust and LLT Sub-Trust on the Listing Date (the “**Lock-up Units**”) and (ii) a lock-up arrangement during the period commencing from the day immediately following the end of the First Lock-up Period until the date falling six months after the First Lock-up Period (both dates inclusive) (the “**Second Lock-up Period**”) in respect of Lendlease Trust’s and LLT Sub-Trust’s effective interest in 50.0% of the Lock-up Units, subject to certain exceptions.

The Cornerstone Investors are not subject to any lock-up restrictions in respect of their Unitholdings.

The Manager has also undertaken, amongst other things, not to allot, issue, offer or contract to issue any Units, or make any announcements in connection with any of the foregoing transactions, during the First Lock-up Period, subject to certain exceptions. For the avoidance of doubt, notwithstanding the above, the IPO Acquisition Fee Units may not be sold within one year from the date of their issuance. (See “Plan of Distribution – Lock-up Arrangements” for further details.)

Capitalisation

S\$1,561.7 million (see “Capitalisation and Indebtedness” for further details).

Use of Proceeds

See “Use of Proceeds”, “Certain Agreements relating to Lendlease Global REIT and the Properties – Singapore Property Option Agreement” and “Certain Agreements relating to Lendlease Global REIT and the Properties – Milan Property Call Option Agreement” for further details.

Listing and Trading

Prior to the Offering, there was no market for the Units. Application has been made to the SGX-ST for permission to list on the Main Board of the SGX-ST:

- all the Units comprised in the Offering;
- all the LLT Sub-Trust Units;
- all the Cornerstone Units;
- all the IPO Acquisition Fee Units;
- all the Units which will be issued to the Manager from time to time in full or part payment of the Manager’s fees;
- all the Units which will be issued to any of the Property Managers or their nominee from time to time in full or part payment of the Property Managers’ respective fees; and
- all the Units which will be issued to any asset or investment manager of Lendlease Global REIT, which for the avoidance of doubt, shall include the Third Party AIFM or the Lendlease AIFM, as applicable (the “**Asset Manager**”), or their nominee from time to time in full or part payment of the Asset Managers’ respective fees.

Such permission will be granted when Lendlease Global REIT is admitted to the Official List of the SGX-ST.

The Units will, upon their issue, be listed and quoted on the SGX-ST and will be traded in Singapore dollars under the book-entry (scripless) settlement system of The Central Depository (Pte) Limited (“**CDP**”). The Units will be traded in board lot sizes of 100 Units.

Stabilisation

In connection with the Offering, the Stabilising Manager (or any of its affiliates or other persons acting on behalf of the Stabilising Manager) may, in consultation with the other Joint Bookrunners and at its discretion, over-allot or effect transactions which stabilise or maintain the market price of the Units at levels which might not otherwise prevail in the open market. However, there is no assurance that the Stabilising Manager (or any of its affiliates or other persons acting on behalf of the Stabilising Manager) will undertake stabilising action. Such transactions may be effected on the SGX-ST and in other jurisdictions where it is permissible to do so, in each case in compliance with all applicable laws and regulations (including the SFA and any regulations thereunder).

Such transactions may commence on or after the date of commencement of trading in the Units on the SGX-ST and, if commenced, may be discontinued at any time and shall not be effected after the earlier of (i) the date falling 30 days from the commencement of trading in the Units on the SGX-ST or (ii) the date when the Stabilising Manager (or any of its affiliates or other persons acting on behalf of the Stabilising Manager) has bought on the SGX-ST an aggregate of 34,097,000 Units representing not more than 8.8% of the total number of Units in the Offering in undertaking stabilising actions. (See “Plan of Distribution – Over-Allotment and Stabilisation” for further details.)

No Redemption by Unitholders

Unitholders have no right to request the Manager to redeem their Units while the Units are listed. Unitholders may only deal in their listed Units through trading on the SGX-ST. Listing of the Units on the SGX-ST does not guarantee a liquid market for the Units. (See “Ownership of the Units” for further details on the Redemption.)

Distribution Policy

Distributions from Lendlease Global REIT to Unitholders will be computed based on 100.0% of Lendlease Global REIT’s adjusted net cashflow from operations for the period from the Listing Date to the end of Projection Year 2021. Thereafter, Lendlease Global REIT will distribute at least 90.0% of its adjusted net cashflow from operations on a semi-annual basis. The first distribution, which will be in respect of the period from the Listing Date to 31 December 2019 (“**First Distribution**”), will be paid by the Manager on or before 31 March 2020. (See “Distributions” for further details.)

Tax Considerations

In respect of the Singapore Property, Lendlease Global REIT has been accorded tax transparency treatment by the Inland Revenue Authority of Singapore (“**IRAS**”) on the following income (“**Specified Income**”):

- (i) rental income derived from the letting of the Singapore Property;
- (ii) other ancillary income derived from the management or holding of the Singapore Property, including but not limited to service charges, car park fees, advertising, late payment penalties and forfeiture of security deposits; and
- (iii) interest income from the temporary short-term placement of surplus cash as deposits with banks in Singapore and income from investment in debt securities, if any.

Under the tax transparency treatment and subject to meeting the conditions, the Specified Income, net of allowable expenses and applicable tax allowances (“**Specified Taxable Income**”) will not be assessed to tax in the hands of the Trustee to the extent of the amount distributed to Unitholders. Instead, Unitholders may be subject to tax on the distributions made out of the Specified Taxable Income (“**Taxable Income Distributions**”), either directly or by way of tax deduction at source, depending on their own tax status.

For the purpose of applying for tax transparency treatment, the Trustee and the Manager have given a joint undertaking to the IRAS to comply with certain conditions. One of those conditions requires Lendlease Global REIT to distribute at least 90.0% of its Specified Taxable Income to Unitholders in the same year in which the income is derived.

In respect of the Milan Property:

- (a) a ruling has been obtained from the Italian tax authority which confirms that distributions derived by Lendlease Global Commercial (IT) Pte. Ltd. (“**IT SingCo**”) from the Italy AIF qualify for withholding tax exemption in Italy; and
- (b) IT SingCo has obtained a tax exemption from the Ministry of Finance (“**MOF**”) in respect of foreign distribution income derived from the Italy AIF (“**Specified Exempt Income**”) (the “**Tax Exemption**”). Pursuant to the Tax Exemption, IT SingCo will be exempt from Singapore income tax on the Specified Exempt Income.

Distributions made to Unitholders by Lendlease Global REIT out of its income originating from such Specified Exempt Income should not be subject to any further tax in Singapore.

(See “Taxation” for further details.)

Termination of Lendlease Global REIT

Lendlease Global REIT can be terminated by either an Ordinary Resolution (as defined herein) at a Unitholders’ meeting duly convened and held in accordance with the provisions of the Trust Deed or by the Manager or the Trustee under certain circumstances specified in the Trust Deed, for example, if Lendlease Global REIT is delisted permanently from the SGX-ST. (See “The Formation and Structure of Lendlease Global REIT – Termination of Lendlease Global REIT” for further details.)

Governing Law

The Trust Deed is governed by Singapore law.

Commission Payable by Lendlease Global REIT to the Joint Bookrunners

The aggregate of the Underwriting, Selling and Management Commission and the incentive fee (which is payable at the sole discretion of the Manager) amounts to a maximum of 2.35% of the total proceeds of the Offering and the proceeds raised from the issuance of the Cornerstone Units (subject to the Over-Allotment Option) (the “**Underwriting, Selling and Management Commission**”). (See “Plan of Distribution – Issue Expenses” for further details.)

Risk Factors

Prospective investors should carefully consider potential risks connected with an investment in the Units, including as discussed under “Risk Factors”.

INDICATIVE TIMETABLE

An indicative timetable for the Offering is set out below for the reference of applicants for the Units:

Date and time	:	Event
25 September 2019, 9.00 p.m.	:	Opening date and time for the Public Offering.
30 September 2019, 12.00 p.m.	:	Closing date and time for the Public Offering.
1 October 2019	:	Balloting of applications under the Public Offering, if necessary. Commence returning or refunding of application monies to unsuccessful or partially successful applicants and commence returning or refunding of application monies to successful applicants for the amount paid in excess of the Offering Price, if necessary.
2 October 2019, at or before 2.00 p.m.	:	Completion of the acquisition of the IPO Portfolio.
2 October 2019, 2.00 p.m.	:	Commence trading on a “ready” basis.
4 October 2019	:	Settlement date for all trades done on a “ready” basis on 2 October 2019

The above timetable is indicative only and is subject to change. It assumes:

- that the closing of the application list relating to the Public Offering (the “**Application List**”) is 30 September 2019;
- that the Listing Date is 2 October 2019;
- compliance with the SGX-ST’s unitholding spread requirements; and
- that the Units will be issued and fully paid-up prior to 2.00 p.m. on 2 October 2019.

All dates and times referred to above are Singapore dates and times.

Trading in the Units through the SGX-ST on a “ready” basis will commence at 2.00 p.m. on 2 October 2019 (subject to the SGX-ST being satisfied that all conditions necessary for the commencement of trading in the Units through the SGX-ST on a “ready” basis have been fulfilled). The completion of the acquisition of the Properties is expected to take place on 2 October 2019, at or before 2.00 p.m. (see “Certain Agreements relating to Lendlease Global REIT and the Properties – Singapore Property Option Agreement” and “Certain Agreements relating to Lendlease Global REIT and the Properties – Milan Property Call Option Agreement” for further details).

If Lendlease Global REIT is terminated by the Manager or the Trustee under the circumstances specified in the Trust Deed prior to, or the acquisition of the said Properties is not completed by, 2.00 p.m. on 2 October 2019 (being the time and date of commencement of trading in the Units through the SGX-ST), the Offering will not proceed and the application monies will be returned in

full (without interest or any share of revenue or other benefit arising therefrom and at each applicant's own risk and without any right or claim against Lendlease Global REIT, the Manager, the Trustee, the Sole Financial Adviser and Issue Manager, the Joint Global Coordinators, the Joint Bookrunners or the Sponsor).

In the event of any early or extended closure of the Application List or the shortening or extension of the time period during which the Offering is open, the Manager will publicly announce the same:

- via SGXNET, with the announcement to be posted on the internet at the SGX-ST website: <http://www.sgx.com>; and
- in one or more major Singapore newspapers, such as *The Straits Times*, *The Business Times* and *Lianhe Zaobao*.

For the date on which trading on a "ready" basis will commence, investors should monitor SGXNET, the major Singapore newspapers, or check with their brokers.

The Manager will provide details and results of the Public Offering through SGXNET and in one or more major Singapore newspapers, such as *The Straits Times*, *The Business Times* and *Lianhe Zaobao*.

The Manager reserves the right to reject or accept, in whole or in part, or to scale down or ballot any application for Units, without assigning any reason, and no enquiry and/or correspondence on the decision of the Manager will be entertained. In deciding the basis of allotment, due consideration will be given to the desirability of allotting the Units to a reasonable number of applicants with a view to establishing an adequate market for the Units.

Where an application is accepted or rejected in part only or if the Offering does not proceed for any reason, the full amount or the balance of the application monies, as the case may be, will be refunded (without interest or any share of revenue or other benefit arising therefrom) to the applicant, at his own risk, and without any right or claim against Lendlease Global REIT, the Manager, the Trustee, the Sole Financial Adviser and Issue Manager, the Joint Global Coordinators, the Joint Bookrunners or the Sponsor.

Where an application is not successful, the refund of the full amount of the application monies (without interest or any share of revenue or other benefit arising therefrom) to the applicant, is expected to be completed, at his own risk within 24 hours after balloting (provided that such refunds in relation to applications in Singapore are made in accordance with the procedures set out in Appendix G, "Terms, Conditions and Procedures for Application for and Acceptance of the Units in Singapore").

Where an application is accepted in full or in part only, any balance of the application monies will be refunded (without interest or any share of revenue or other benefit arising therefrom) to the applicant, at his own risk, within 14 days on which the SGX-ST is open for trading in securities ("**Market Days**") after the close of the Offering (provided that such refunds in relation to applications in Singapore are made in accordance with the procedures set out in Appendix G, "Terms, Conditions and Procedures for Application for and Acceptance of the Units in Singapore").

Where the Offering does not proceed for any reason, the full amount of application monies (without interest or any share of revenue or other benefit arising therefrom) will, within three Market Days after the Offering is discontinued, be returned to the applicants at their own risk (provided that such refunds in relation to applications in Singapore are made in accordance with the procedures set out in Appendix G, "Terms, Conditions and Procedures for Application for and Acceptance of the Units in Singapore").

UNAUDITED PRO FORMA CONSOLIDATED BALANCE SHEET AS AT THE LISTING DATE

The following table is only an extract from, and should be read together with “Unaudited Pro Forma Consolidated Balance Sheet as at the Listing Date” set out in Appendix C, and the report set out in Appendix B, “Reporting Accountants’ Report on the Compilation of Unaudited Pro Forma Consolidated Balance Sheet as at the Listing Date”.

	As at the Listing Date S\$’000
Non-current assets	
Investment properties	1,402,313
Other receivables	20,265
Prepayments	525
	<hr/> 1,423,103 <hr/>
Current assets	
Other receivables	8,240
Prepayments	701
Cash and cash equivalents	33,824
	<hr/> 42,765 <hr/>
Total assets	<hr/> 1,465,868 <hr/>
Unitholders’ funds	
Units in issue	1,027,792
Unit issue costs	(29,566)
Retained earnings	(48,230)
	<hr/> 949,996 <hr/>
Total unitholders’ funds	<hr/> 949,996 <hr/>
Current liabilities	
Deferred income	3,083
	<hr/> 3,083 <hr/>
Non-current liabilities	
Loans and borrowings	512,789
	<hr/> 512,789 <hr/>
Total liabilities	<hr/> 515,872 <hr/>
Total unitholders’ funds and liabilities	<hr/> 1,465,868 <hr/>
Net assets attributable to Unitholders	<hr/> 949,996 <hr/>
Units in issue (’000)	1,167,946
Net asset value per Unit (S\$)	<hr/> 0.8134 <hr/>

Note:

Based on the Offering Price of S\$0.88 per Unit, and assuming that the IPO Portfolio was purchased on the Listing Date.

PROFIT FORECAST AND PROFIT PROJECTION

Statements contained in the Profit Forecast and Profit Projection section that are not historical facts may be forward-looking statements. Such statements are based on the assumptions set forth in this section of the Prospectus and are subject to certain risks and uncertainties which could cause actual results to differ materially from those forecast and projected. Under no circumstances should the inclusion of such information herein be regarded as a representation, warranty or prediction with respect to the accuracy of the underlying assumptions by any of Lendlease Global REIT, the Sole Financial Adviser and Issue Manager, the Joint Global Coordinators, the Joint Bookrunners, the Trustee, the Sponsor or any other person, or that these results will be achieved or are likely to be achieved. (See “Forward-looking Statements” and “Risk Factors” for further details.) Investors in the Units are cautioned not to place undue reliance on these forward-looking statements which are made only as at the date of this Prospectus.

None of Lendlease Global REIT, the Manager, the Trustee, the Sponsor, the Sole Financial Adviser and Issue Manager, the Joint Global Coordinators or the Joint Bookrunners guarantee the performance of the Lendlease Global REIT Group, the repayment of capital or the payment of any distributions, or any particular return on the Units. The forecast and projected yields stated in the following table are calculated based on:

- ***the Offering Price; and***
- ***the assumption that the Listing Date is 1 October 2019 and that prior to the Listing Date, the Lendlease Global REIT Group is inactive.***

Such yields will vary accordingly if the Listing Date is not 1 October 2019, or for investors who purchase Units in the secondary market at a market price that differs from the Offering Price. For the avoidance of doubt, Unitholders shall only be entitled to any distributions of Lendlease Global REIT that accrue after the Listing Date.

The following table shows the Lendlease Global REIT Group’s Statements of Profit or Loss for the financial year ending 30 June 2020 (the “**Forecast Year 2020**”) and the financial year ending 30 June 2021 (the “**Projection Year 2021**”). For the purposes of the Forecast Year 2020, the forecast presented assumes that operations commence from 1 October 2019 to the end of the financial year. The financial year end of the Lendlease Global REIT Group is 30 June. The Lendlease Global REIT Group’s Statement of Profit or Loss for the Forecast Year 2020 (the “**Profit Forecast**”) and the Projection Year 2021 (the “**Profit Projection**”) may be different to the extent that the actual date of issuance of Units is other than on 1 October 2019, being the assumed date of the issuance of Units for the Offering. The Profit Forecast and Profit Projection are based on the assumptions set out below and have been examined by the Reporting Accountants, being KPMG LLP, and should be read together with the “Reporting Accountants’ Report on the Profit Forecast and Profit Projection” set out in Appendix A, as well as the assumptions and the sensitivity analysis set out in this section of the Prospectus.

Forecast and Projected Statements of Profit or Loss for the Lendlease Global REIT Group

The forecast and projected statements of profit or loss for the Lendlease Global REIT Group are as follows:

	Forecast Year 2020 S\$'000	Projection Year 2021 S\$'000
Gross Revenue	64,142	87,707
Property operating expenses	(16,244)	(21,922)
Net Property Income	47,898	65,785
Manager's Base Fee	(2,774)	(3,703)
Manager's Performance Fee	(2,395)	(3,289)
Trustee's fee	(165)	(220)
Other trust expenses	(1,125)	(1,545)
Other management fees	(525)	(701)
Finance costs ⁽¹⁾	(8,115)	(10,847)
Profit before tax and fair value change in investment properties	32,799	45,480
Net change in fair value of investment properties ⁽²⁾	(48,230)	–
(Loss)/Profit before tax	(15,431)	45,480
Tax expense	(136)	(374)
(Loss)/Profit after tax attributable to Unitholders before distribution adjustments	(15,567)	45,106
Add: Distribution adjustments ⁽³⁾	60,442	17,587
Amount available for distribution to Unitholders⁽⁴⁾	44,875	62,693
Number of Units outstanding at end of year ('000) ⁽⁵⁾	1,175,447	1,185,641
Distribution rate (%)	100.0	100.0
Distribution per Unit (cents) ⁽⁶⁾	3.82	5.29
Offering Price (S\$/Unit)	0.88	0.88
Distribution yield (%)	5.80 ⁽⁷⁾	6.01

Notes:

- (1) Finance costs comprise interest expense and amortisation of debt-related transaction costs.
- (2) All transaction costs directly attributable to the acquisition of Properties have been capitalised to the book value of the Properties in accordance with IAS 40. This is then translated and recorded as a fair value loss in the profit or loss statement from revaluation of investment properties.
- (3) Comprise 100.0% of the Manager's Base Fee and Performance Fee payable or to be paid in Units for the Forecast Year 2020 and the Projection Year 2021, property management fee payable or to be paid in Units, net change in fair value of investment properties, amortisation of debt-related transaction costs, Trustee fee, Italy Management Fee, Incentive Amounts (FY2020: S\$0.8 million; FY2021: S\$2.2 million) and other adjustments related to non-cash or timing differences in income and expenses.
- (4) Comprises capital distribution of S\$1.3 million and S\$2.9 million for Forecast Year 2020 and Projection Year 2021 respectively.

- (5) Includes the IPO Acquisition Fee for the Singapore Property to be paid in the form of Units on Listing Date and the increase in number of Units in issue as a result of the assumed payment of the Singapore Property Manager's fees and the Manager's Base Fee and Performance Fee for the relevant period in the form of Units issued at the Offering Price.
- (6) Assuming a Listing Date of 1 October 2019. For the avoidance of doubt, Unitholders who have subscribed for Units pursuant to the Offering will not be entitled to any distributions made for the period from 28 January 2019 (the date of constitution of Lendlease Global REIT) and ending on the day immediately preceding the Listing Date.
- (7) Annualised by extrapolating from 1 October 2019 to 30 June 2020, for a full 12 months of operating results, since it is assumed that prior to 1 October 2019, the Lendlease Global REIT Group is inactive.

RISK FACTORS

An investment in the Units involves risk. Prospective investors should consider carefully, together with all other information contained in this Prospectus, the factors described below before deciding to invest in the Units. The risks described below are by no means exhaustive or comprehensive, and there may be other risks in addition to those shown below which are not known to the Manager or which may not be material now but could turn out to be material in the future. Additional risks, whether known or unknown, may in the future have a material adverse effect on the Lendlease Global REIT Group and impair the business operations of the Lendlease Global REIT Group. The business, financial condition, results of operations and prospects of the Lendlease Global REIT Group could be materially and adversely affected by any of these risks, which may reduce the ability of Lendlease Global REIT to make distributions to Unitholders.

This Prospectus also contains forward-looking statements (including a profit forecast and profit projection) that involve risks, uncertainties and assumptions. The actual results of Lendlease Global REIT could differ materially from those anticipated in these forward-looking statements as a result of certain factors, including the risks faced by the Lendlease Global REIT Group as described below and elsewhere in this Prospectus.

As an investment in a REIT is meant to produce returns over the long-term, investors should not expect to obtain short-term gains.

Investors should be aware that the price of Units, and the income from them, may fall or rise. Investors should note that they may not get back their original investment.

Before deciding to invest in the Units, prospective investors should seek professional advice from their relevant advisers about their particular circumstances.

RISKS RELATING TO THE PROPERTIES

The Lendlease Global REIT Group may be adversely affected by economic and real estate market conditions (including uncertainties and instability in global market conditions and increased competition in the real estate markets), political or constitutional instability, conflicts and/or crises, as well as changes in regulatory, fiscal and other governmental policies.

The IPO Portfolio is diversified across Singapore and Italy and, as Lendlease Global REIT has a global mandate, future Properties may be located in different markets across the globe. As the Lendlease Global REIT Group's Gross Revenue is currently derived from properties located in Singapore and Italy, the results of operations currently depend upon the performance of the economies of Singapore and Italy. A downturn in the economies of any of these markets (and any future markets which the Lendlease Global REIT Group enters), or the impact that an economic decline in any of these economies (and any economy which the Lendlease Global REIT Group may be exposed to) may have upon these markets (and any future markets which the Lendlease Global REIT Group enters), could result in reduced demand for office and/or retail space and in turn adversely affect the Lendlease Global REIT Group's operations, future growth and Lendlease Global REIT's ability to make regular distributions to Unitholders.

In addition, the economies of each of these markets are affected by global economic conditions. Global credit markets have in the past experienced, and may continue to experience, volatility and liquidity disruptions, which have resulted in the consolidation, failure or near failure of a number of institutions in the banking and insurance industries. There remains a concern that global trade wars will impinge upon the health of the global financial system. These events could adversely affect the Lendlease Global REIT Group insofar as they result in:

- a negative impact on the ability of tenants to pay their rents in a timely manner or continue their leases, thus reducing the Lendlease Global REIT Group's cash flow;
- access to capital markets becoming more difficult, expensive or impossible resulting in a material adverse effect on the ability of the Lendlease Global REIT Group to obtain debt or equity capital to fund its operations, meet its obligations, purchase additional properties or otherwise conduct its business;
- an increase in counterparty risk (being the risk of monetary loss which the Lendlease Global REIT Group may be exposed to if any of its counterparties encounters difficulty in meeting its obligations under the terms of its respective transaction); and/or
- an increased likelihood that one or more of (i) the Lendlease Global REIT Group's banking syndicates (if any) or (ii) the Lendlease Global REIT Group's insurers, may be unable to honour their commitments to the Lendlease Global REIT Group.

There is also uncertainty as to the strength of the global economy, the potential for slowdown in consumer demand and the impact of political or constitutional instability, conflicts and/or crises in the countries in which the Lendlease Global REIT Group invests in. These may adversely affect the Lendlease Global REIT Group's business, financial condition, results of operations and future growth.

The Properties might be adversely affected if the Manager, the Asset Managers, the Property Managers and/or any other person appointed to manage a Property does not provide adequate management and maintenance.

As tenants rely on the proper functioning of the facilities and infrastructure of the Lendlease Global REIT Group's properties for their business operations, if the Manager, the Asset Managers, the Property Managers and/or any other person appointed to manage a Property fails to provide adequate management and maintenance to such a Property, the value or proper operation of the Property might be adversely affected which may result in a loss of tenants, which may in turn adversely affect the Lendlease Global REIT Group's business, financial condition, results of operations, prospects and the Lendlease Global REIT Group's ability to make regular distributions to its Unitholders.

The Lendlease Global REIT Group is subject to the risk of non-renewal and non-replacement of leases, and the loss of anchor tenants or a significant number of tenants of any of the Properties, or a downturn in the businesses of anchor tenants or a significant number of tenants, could have an adverse effect on the business, financial condition and results of operations of the Lendlease Global REIT Group.

Any downturn in the businesses, bankruptcy or insolvency of a tenant of the Lendlease Global REIT Group may result in such tenant deciding not to or being unable to renew its lease at the end of a lease cycle or such tenant's lease to terminate before its expiry date. Factors that affect the ability of tenants to meet their obligations under the leases include, but are not limited to:

- their financial position;

- the local economies in which they have business operations;
- the ability of tenants to compete with their competitors;
- in the instance where tenants have sub-leased the Properties, the failure of the sub-tenants to pay rent; and
- material losses in excess of insurance proceeds.

Certain leases may also grant optional early termination rights to tenants subject to certain conditions, including but not limited to the payment of termination fees or, in the case of leases with major tenants, at certain specified points in time without termination fees, or operate to allow tenants the right to terminate at short notice (for example, a six-month notice period or such shorter notice period in the case of rolling leases). (See “Overview of Relevant Laws and Regulations” for further details in relation to rolling leases.)

For the month of June 2019, the top 10 tenants of the IPO Portfolio by Gross Rental Income contributed approximately 51.5% of the Gross Rental Income of the Lendlease Global REIT Group. Approximately 25.1% of the leases by Gross Rental Income will be expiring within FY2020 and approximately 17.9% of the leases by Gross Rental Income will be expiring within FY2021. For the month of June 2019, Sky Italia contributed approximately 28.9% of the Gross Rental Income of the IPO Portfolio. As such, the Lendlease Global REIT Group’s financial condition and results of operations and capital growth may be adversely affected by the bankruptcy, insolvency or downturn in the businesses of one or more of the key tenants (particularly Sky Italia, as the sole tenant of the Milan Property) or a significant number of tenants of any of the Properties, as well as the decision by one or more of these tenants not to renew its lease at the end of a lease cycle or terminate its lease before it expires. If a key tenant or a significant number of tenants terminate their leases or do not renew their leases at expiry, it may be difficult to secure replacement tenants at short notice. In addition, the amount of rent and the terms on which lease renewals and new leases are agreed may be less favourable than the current leases. If replacement tenants cannot be found in a timely manner or on terms acceptable to the Manager, there is likely to be a material adverse effect on the Properties, which could adversely affect the business, financial condition and results of operations of the Lendlease Global REIT Group.

The Properties and future properties to be acquired by the Lendlease Global REIT Group may require significant capital expenditures periodically and the Lendlease Global REIT Group may not be able to secure funding.

The Properties and future properties to be acquired by the Lendlease Global REIT Group may require periodic capital expenditures for refurbishment, renovation for improvements and further development in order to remain competitive. The Lendlease Global REIT Group may not be able to fund such capital expenditures solely from cash from its operating activities and may not be able to obtain additional equity or debt financing on favourable terms or at all. If the Lendlease Global REIT Group is not able to obtain such funding, the attractiveness, marketability and operating efficiency of the Properties may be affected.

The Lendlease Global REIT Group may not be able to put in place or maintain adequate insurance in relation to the Properties and its potential liabilities to third parties or may suffer material losses in excess of insurance proceeds.

The Properties face the risk of suffering physical damage caused by fire, terrorism, acts of God such as natural disasters like earthquakes, flooding or other causes, as well as potential public liability claims, including claims arising from the operations of the Properties. In addition, certain risks, such as floods and losses caused by the outbreak of contagious diseases, contamination or other environmental impairment or breaches, may be uninsurable or the cost of insurance may be

prohibitive when compared to the risk. As an example, the Lendlease Global REIT Group's property and casualty insurance policies for the Properties do not currently cover acts of war, intentional or dishonest acts, nuclear reaction or radio-active contamination, asbestos contamination or other long-term environmental impairments. These are examples as this is not an exhaustive set of policy coverage exclusions.

Further, should an uninsured loss or a loss in excess of insured limits occur, the Lendlease Global REIT Group could be required to pay compensation and/or lose capital invested in the affected Property as well as anticipated future revenue from that Property as it may not be able to rent out or sell the affected Property and any financial obligations secured by such Property may be accelerated. There is no assurance that material losses in excess of insurance proceeds will not occur.

Renovation or redevelopment works or physical damage to the Properties may disrupt operations and collection of rental income or otherwise result in an adverse impact on the financial condition of the Lendlease Global REIT Group.

The quality and design of the Properties have a direct influence over the demand for space in, and the rental rates of, the Properties. The Properties may need to undergo renovation or redevelopment works from time to time to retain their competitiveness and may also require unforeseen *ad hoc* maintenance, repairs or refurbishment in respect of faults or problems or as a result of new planning laws or regulations. The costs of maintaining the Properties and the risk of unforeseen maintenance or repair requirements tend to increase over time as buildings age or if the Properties are not maintained properly. The business and operations conducted at a Property may suffer some disruption, and it may not be possible to collect the full or any rental income on space affected by such renovation, redevelopment, maintenance, repair or refurbishment works.

In addition, physical damage to a Property resulting from fire or other causes may lead to a significant disruption to the business and operations conducted at the Property and may cause injury or loss of life to human beings.

These, together with the aforesaid maintenance or repair requirements, may result in unanticipated costs and liability for the Lendlease Global REIT Group and may result in an adverse impact on the business, financial condition and results of operations of the Lendlease Global REIT Group and the Lendlease Global REIT Group's ability to make distributions to its Unitholders.

The Lendlease Global REIT Group could incur costs or liability related to environmental matters.

The Lendlease Global REIT Group's operations are subject to various environmental laws, including those relating to air pollution control, water pollution control, waste disposal, noise pollution control and the storage of dangerous goods. Under these laws, an owner or operator of real property may be subject to liability, including fines or imprisonment, for air pollution, noise pollution or the presence or discharge of hazardous or toxic chemicals at that property. In addition, the Lendlease Global REIT Group may be required to make capital expenditures to comply with these environmental laws. The presence of contamination, air pollution, noise pollution or dangerous goods without a valid licence or the failure to remediate issues relating to contamination, air pollution, noise pollution or dangerous goods may expose the Lendlease Global REIT Group to liability or materially adversely affect its ability to sell or let out the real property or to borrow using the real property as collateral.

Accordingly, while the Manager is not aware of any material contamination or environmental effects for the IPO Portfolio as at the Latest Practicable Date, if the Lendlease Global REIT Group's properties are affected by contamination or other environmental effects not previously identified and/or rectified, the Lendlease Global REIT Group risks prosecution by environmental authorities and may be required to incur unbudgeted capital expenditures to remedy such issue and the financial position of the Lendlease Global REIT Group's tenants may be adversely impacted, affecting their ability to trade and to meet their tenancy obligations.

Occurrence of any acts of God, natural disasters, war and terrorist attacks and other events beyond the control of the Lendlease Global REIT Group may adversely and materially affect the business and operations of the Properties.

Acts of God, such as natural disasters, war and terrorist attacks, are beyond the control of the Lendlease Global REIT Group or the Manager. These may materially and adversely affect the economy, infrastructure and livelihood of the local population. The Lendlease Global REIT Group's properties, business, and income available for distribution may be adversely affected should such acts of God or natural disasters occur. There is no assurance that any war, terrorist attack or other hostilities in any part of the world, potential, threatened or otherwise, will not, directly or indirectly, have an adverse effect on the operations of the Properties and hence the Lendlease Global REIT Group's income available for distribution.

In addition, physical damage to the Properties resulting from any acts of God, natural disasters, war, or terrorist attacks may lead to a significant disruption to the business and operation of the Properties. This may result in the loss of invested capital in affected Properties as well as anticipated future revenues as the Lendlease Global REIT Group may not be able to rent out or sell the affected Properties; the Lendlease Global REIT Group may suffer a loss of or disputes with existing tenants in the affected Properties and any financial obligations secured by such Properties may be accelerated.

The representations, warranties and indemnities granted in favour of the Lendlease Global REIT Group by the vendors of the Properties are subject to contractual limitations as to their scope, amount and timing of claims which can be made thereunder.

The representations, warranties and indemnities granted in favour of the Lendlease Global REIT Group in the Sale and Purchase Agreements (as defined herein) are subject to conditions and limitations as to the scope, amount and the timing of claims which can be made thereunder (see "Singapore Property Option Agreement" under "Certain Agreements relating to Lendlease Global REIT and the Properties" for details of the key limitations of claim in relation to the Sale and Purchase Agreements). Such conditions and limitations include conditions and limitations on time, scope, amount, minimum size of claims, the aggregate amount claimable and the losses that the relevant party would have to bear before making a claim. For a fuller description, please refer to "Certain Agreements Relating to Lendlease Global REIT and the Properties – Singapore Property Option Agreement".

Further, the representations, warranties and indemnities in respect of the Singapore Property are further limited by the claim limits under the warranty and indemnity insurance policy procured by the Lendlease Global REIT Group under the Singapore Property Option Agreement (the "**W&I Insurance Policy**") (further details of the claim limits, the warranties that are covered by the W&I Insurance Policy and other key terms of the W&I Insurance Policy are set out under "Certain Agreements relating to Lendlease Global REIT and the Properties – Singapore Property Option Agreement"). The W&I Insurance Policy itself is also subject to conditions and limitations, including conditions and limitations on time, scope, amount, minimum size of claims, the aggregate amount claimable and the losses that the Lendlease Global REIT Group would have to bear before making a claim under the W&I Insurance Policy.

In recognition of the intention that Lendlease Retail Investments 1 Pte. Ltd., the vendor of the Singapore Property, (the “**Singapore Property Vendor**”) and the fund entities upstream of the Singapore Property Vendor (including Lendlease Asian Retail Investment Fund 1 Limited (“**ARIF1**”)) will be wound up following the IPO, the Lendlease Global REIT Group has agreed that its only claim in respect of the acquisition of the Singapore Property under the Singapore Property Option Agreement will be under the W&I Insurance Policy.

While the Manager considers the limits set out in the W&I Insurance Policy are consistent with market claim limits for transactions of this type, taking into account the risks of breach and likely quantum of loss, the Lendlease Global REIT Group may not have full coverage for all losses or liabilities which the Lendlease Global REIT Group might suffer in connection with the acquisition of the Properties and will need to rely on its own due diligence to mitigate against the risk of such losses and liabilities. For a fuller description, please refer to “Singapore Property Option Agreement” and “Milan Property Call Option Agreement” under “Certain Agreements relating to Lendlease Global REIT and the Properties”.

While the Manager believes that reasonable due diligence has been performed with respect to the Properties, there can be no assurance that there will not be any losses or liabilities suffered by the Lendlease Global REIT Group in connection with the Properties beyond the limits of the recourse under the Sale and Purchase Agreements and the W&I Insurance Policy. In the event that the Lendlease Global REIT Group suffers losses or liabilities in connection with the Properties which it has no recourse or only limited recourse to under the Sale and Purchase Agreements and the W&I Insurance Policy, the Lendlease Global REIT Group’s financial condition, business, results of operations and/or prospects may be materially adversely affected (See “Certain Agreements relating to Lendlease Global REIT and the Properties – Singapore Property Option Agreement” and “Certain Agreements relating to Lendlease Global REIT and the Properties – Milan Property Call Option Agreement”).

The due diligence exercise on the Properties, tenancies, buildings and equipment may not have identified all material defects, breaches of laws and regulations, historical tax liabilities and other deficiencies and any losses or liabilities from defects and deficiencies may adversely affect net assets, earnings and cash flows.

The Manager believes that reasonable due diligence investigations with respect to the IPO Portfolio have been conducted prior to the acquisition of the Properties. However, there is no assurance that the Properties will not have defects which require repair or maintenance, including design, construction or other property or equipment defects which may require additional capital expenditure, special repair or maintenance expenses or be affected by breaches of laws and regulations. Such defects or deficiencies may require significant capital expenditure or obligations to third parties and involve significant and unpredictable patterns and levels of expenditure which may have a material adverse effect on the Lendlease Global REIT Group’s earnings, cash flows and prospects. In addition, the contractual representations and warranties given by the respective vendors are limited as to the scope, amount and timing of claims which can be made thereunder and may not afford complete protection from costs or liabilities arising from defects or deficiencies.

The Properties could be affected by missing documents.

Not all documents relating to the Properties requested in the course of due diligence are available. They could have been misplaced by the vendors or missing due to the age of the records or not obtained. Although the Manager does not consider the missing documents uncovered during the independent due diligence to be a material issue as there is no evidence that such missing documents indicate a lack of title to the Properties, and that the risks of demolition of the Properties and fines are remote (based on the documents available for due diligence and documents which were missing), there is no assurance that the due diligence has uncovered all non-compliance with the laws, regulations, terms of all documentation relevant to the Properties, and all material liabilities in respect of the Properties.

In the absence of all historical documentation, it remains a possibility that there may be potential grounds for invalidation of building permits issued in respect of some of the Properties if there were irregularities in documentation relating to a past construction process in relation to construction of a part of the Properties. If a building permit were invalidated, not obtained, or if a certain area of a property were found to not be in compliance with applicable laws and regulations, this could result in financial penalties being imposed or the affected area of the property having to be demolished or reinstated to its previous condition (as the case may be) unless, where applicable, a legalisation procedure were successfully undertaken, and the payment of a legalisation fee were made. If so, this could result in unbudgeted costs for the Lendlease Global REIT Group or an unexpected decrease in the value of the Properties which might result in an adverse impact on the financial condition and results of operations of the Lendlease Global REIT Group and the ability of Lendlease Global REIT to make regular distributions to its Unitholders.

The Properties may face increased competition from other properties.

The Properties are, and the Lendlease Global REIT Group expects that subsequently acquired Properties will be, located in areas where other competing properties are present and new properties may be developed which may compete with the Properties. Some competing properties may be newer, be better located, have more attractive features, floor plans or amenities or otherwise be more attractive to tenants. Competing properties may also have lower rates of occupancy or operating cost than the Properties, which may result in competing owners offering available space at lower rents than offered at the Properties.

The income from, and the market value of, the Properties will be dependent on the ability of the Properties to compete against other properties for tenants. If competing properties are more successful in attracting and retaining tenants, or similar properties in their vicinity are substantially upgraded and refurbished, the income from the Properties and subsequently acquired properties could be reduced, adversely affecting the business, financial condition, results of operations, and prospects of the Lendlease Global REIT Group and the ability of the Lendlease Global REIT Group to make regular distributions to its Unitholders. (See “Business and Properties – Competition” for further details.)

The appraisals of the Properties are based on various assumptions and the price at which the Lendlease Global REIT Group is able to sell such Properties in the future may be different from the initial acquisition value.

There can be no assurance that the assumptions on which the appraisals of the Properties are, or will be, based are accurate measures of the market, and the values may be evaluated inaccurately. The Independent Valuers may have included a subjective determination of certain factors relating to a Property such as its relative market position, financial and competitive strengths, and physical condition and, accordingly, the valuation of a Property (which affects the NAV per Unit) may be subjective and prove incorrect.

The valuation of any Property does not guarantee a sale price at that value at present or in the future.¹ The price at which the Lendlease Global REIT Group may sell a Property may be lower than its purchase price or the anticipated sale price projected at the time of acquisition.

¹ The valuations of the Properties by the Independent Valuers reflect valuations as of 30 June 2019. Market conditions and movements in the property markets in which the Properties are located are also factors that can affect the value of the Properties after 30 June 2019.

Amenities and transportation infrastructure near the Properties may be closed, relocated or terminated.

There is no assurance that amenities, transportation infrastructure and public transport services near the Properties will not be closed, relocated or terminated. If such an event were to occur, it could adversely impact the accessibility of the relevant Property and the attractiveness and marketability of the relevant Property to tenants which may in turn have an adverse impact on the demand and rental rates for the relevant Property and the ability of Lendlease Global REIT to make regular or attractive distributions to its Unitholders may be adversely affected.

There may be unknown or contingent liabilities related to properties or businesses that the Lendlease Global REIT Group has acquired or may acquire, which may result in damages and investment losses.

Assets and entities that the Lendlease Global REIT Group has acquired or may acquire in the future may be subject to unknown or contingent liabilities for which the Lendlease Global REIT Group may have limited or no recourse against the respective vendors. Unknown or contingent liabilities might include liabilities for clean-up or remediation of environmental conditions, claims of tenants, vendors or other persons dealing with the acquired entities, tax liabilities and other liabilities whether incurred in the ordinary course of business or otherwise.

In the future, the Lendlease Global REIT Group may enter into transactions with limited representations and warranties or with representations and warranties that do not survive the closing of the transactions, in which event the Lendlease Global REIT Group may have no or limited recourse against the vendors of such properties. While the Lendlease Global REIT Group typically requires the vendors to indemnify it with respect to breaches of representations and warranties that survive, such indemnification is often limited and subject to various materiality thresholds, a significant deductible or an aggregate cap on losses. Further, even though the Lendlease Global REIT Group may procure warranty and indemnity insurance policies for its future transactions, claims under such warranty and indemnity insurance policies are subject to limitations. (See the “Risk Factors – The representations, warranties and indemnities granted in favour of the Lendlease Global REIT Group by the vendors of the Properties are subject to contractual limitations as to their scope, amount and timing of claims which can be made thereunder”.)

As a result, there is no guarantee that the Lendlease Global REIT Group will recover any or all amounts with respect to losses due to breaches by the vendors of their representations and warranties. In addition, the total amount of costs and expenses that the Lendlease Global REIT Group may incur with respect to liabilities associated with properties and entities acquired may exceed the Lendlease Global REIT Group’s expectations. Any of these matters could have a material adverse effect on the Lendlease Global REIT Group and the ability of Lendlease Global REIT to make distributions to the Unitholders.

The Lendlease Global REIT Group’s Properties or a part of them may be acquired compulsorily by the respective governments in the countries in which such properties are located.

The Lendlease Global REIT Group’s IPO Portfolio will comprise properties which are located in Singapore and Italy. The Lendlease Global REIT Group’s Properties or any part of them may be acquired compulsorily by the respective governments in the countries in which the properties are located.

Under the laws and regulations of Singapore and Italy, there are various circumstances under which the respective government is empowered to acquire property.

Singapore

Under the laws and regulations of Singapore, the Land Acquisition Act, Chapter 152 of Singapore (the “**Land Acquisition Act**”) gives the Singapore Land Authority the power to acquire any land in Singapore (i) for any public purpose; (ii) where the acquisition is of public benefit or of public utility or in the public interest; or (iii) for any residential, commercial or industrial purposes.

In the event that any of the Properties (or any part thereof) located in Singapore is acquired compulsorily, the relevant authority will take into consideration, among others, the following, in determining the amount of compensation to be awarded: (i) the market value of the property as at the date of the publication in the Government Gazette of the notification of the likely acquisition of the land, provided that within six months from the date of such publication, a declaration of intention to acquire is subsequently made by publication in the Government Gazette; or (ii) the market value of the property as at the date of publication in the Government Gazette of the declaration of intention to acquire, in any other case.

Italy

Under the laws and regulations of Italy, there are various circumstances under which the government of the Italian Republic and the local authorities are empowered to acquire properties in Italy. Such expropriation procedures may be in relation to public works or private works declared to be of public utility such as the construction of an expressway. In the event of any compulsory acquisition of property in Italy, the amount of compensation to be awarded includes, among others, compensation for the value of the property, which is based on the open market value of such property and assessed on the basis prescribed in the relevant ordinances, see “Overview of Relevant Laws and Regulations in Italy”.

In the event that the compensation paid for the compulsory acquisition of a property of the Lendlease Global REIT Group is less than the market value of the property, such compulsory acquisitions would have an adverse effect on the revenue of the Lendlease Global REIT Group.

The President of the Republic of Singapore may, as lessor, re-enter the Singapore Property and terminate the State lease upon breach of terms and conditions of the State lease.

The land on which the Singapore Property is located is held under a registered State lease issued by the President of the Republic of Singapore. The State lease contains terms and conditions commonly found in State leases in Singapore, including the President of the Republic of Singapore’s right as lessor to re-enter the land on which the Singapore Property is located and terminate the State lease (without compensation) in the event the lessee fails to observe or perform the terms and conditions of the State lease.

Lendlease Global REIT will hold the Singapore Property on a lease from the State, and as the term of the leasehold interest diminishes or upon the expiry of the lease through effluxion of time, the NAV of Lendlease Global REIT may be affected.

The Trustee, on behalf of Lendlease Global REIT, will hold the Singapore Property, which contributed approximately 71.1% of the Gross Rental Income of the IPO Portfolio for the month of June 2019, under a State lease which is for a 99-year term commencing from 21 November 2006 and expiring on 20 November 2105.

As the Singapore Property is comprised in a leasehold interest, the term of the leasehold interest will diminish over time and expire, and upon the expiry of the State lease, Lendlease Global REIT will have to surrender the Singapore Property to the President of the Republic of Singapore. The NAV of Lendlease Global REIT may be affected by the diminution of the term of the leasehold interest over time and such surrender, which may result in a decline in the price of the Units.

The Singapore Property is affected by various government gazette notifications in connection with the operation of the mass rapid transit system, and parts of the Singapore Property are within a railway safety zone and are also affected by railway safety line, railway protection line and railway 1st reserve line.

The land on which the Singapore Property is located is affected by Gazette No. 2356 dated 14 July 1988, Gazette No. 2509 dated 14 September 2000, Gazette No. 257 dated 28 January 2011, Gazette No. S428/2010 dated 3 August 2010 and Gazette No. S232/2011 dated 29 April 2011, which relate to various matters concerning the operation of the mass rapid transit system. In addition, certain parts of the Singapore Property are within the railway safety zone and any restricted activity being carried out on the railway safety zone shall be subject to the regulations under the Rapid Transit Systems (Railway Protection, Restricted Activities) Regulations. Such restricted activities include, inter alia, the use of any crane, piling equipment, excavator or any other mechanical equipment or vehicle, the storage of materials and the erection of temporary structures such as maintenance towers and hoardings or other similar temporary structures. If Lendlease Global REIT intends to carry out any restricted activity within the railway safety zone, the Land Transport Authority (“LTA”) has the power to impose terms and conditions for, or to require the stoppage of, any restricted activity which, in the opinion of the LTA (a) has caused or is likely to cause damage to any part of the railway or railway premises, or (b) endangers or is likely to endanger the safety of any person travelling or being upon the railway. Further, given the proximity to the rapid transit system, Lendlease Global REIT will not be allowed to carry out any restricted activity within six metres of the railway and any person contravening such restriction shall be guilty of an offence. In addition, as the Singapore Property is affected by railway 1st reserve lines, any restricted activities must be carefully planned and carried out under close supervision and diligence to avoid damaging or affecting the mass rapid transit structures and the safety of railway operation. Any proposal for works within the 1st reserve must be submitted to the LTA for review and approval beforehand. These restrictions may affect the ability of Lendlease Global REIT to carry out any asset enhancement or other development or rectification works in respect of the Singapore Property.

Separately, the Independent Valuers have noted and considered the aforesaid gazette notifications and the various railway protection, safety and 1st reserve lines in their valuation of the Singapore Property.

The Singapore Property is affected by lines of road reserves.

The LTA safeguards lands for road reserve to construct new roads or improve existing roads. Lines of road reserves indicate the extent of the safeguarded roads that affect a property and could be applicable when there is a development or redevelopment of the Singapore Property or as and when required by the relevant authorities. Where there is no intention to develop or redevelop the Singapore Property, Lendlease Global REIT need not take any immediate action. The government will acquire the land when it constructs or improves a road and at that time, any building protrusions into the road reserve will have to be removed by Lendlease Global REIT. Where there is intention to develop or redevelop the Singapore Property, any building protrusions into the road reserves will have to be removed upon development or redevelopment of the Singapore Property by Lendlease Global REIT. The LTA does not disclose when a particular road would be constructed or improved. The Independent Valuers have noted and considered such lines of road reserves in their valuation of the Singapore Property.

The Lendlease Global REIT Group will be bound by pre-emption rights and restrictions which may restrict it from freely dealing with the Milan Property.

The acquisition of the Milan Property under the Milan Property Call Option Agreement is not subject to pre-emption right due to the amendment letters of the lease agreement entered into by and between Sky Italia and the Milan Property Vendor (as defined herein) respectively on 19 April 2019 and 28 June 2019 (see “Certain Agreements relating to Lendlease Global REIT and the Properties – Milan Property Call Option Agreement – Key Terms of the Milan Property Call Option Agreement – Conditions to the Milan Property Call Option Agreement”). Nonetheless, the Milan Property is bound by certain pre-emption rights, as described below, which shall apply to a future sale of the Milan Property post-Listing of Lendlease Global REIT.

Pursuant to the relevant lease agreement the tenant, Sky Italia, has a contractual pre-emption right to purchase the Milan Property if the landlord intends to transfer the Milan Property to a third party (other than a company controlled by, controlling or under common control of, the landlord). The lessee is entitled to exercise the contractual pre-emption right to purchase the Milan Property on the same terms and conditions on which the landlord wishes to sell to other parties within 30 days of the date on which the landlord’s pre-emption notice has been received by tenant. If the pre-emption right is exercised, the lessee shall pay the landlord the purchase consideration and execute the sale agreement or the deed of transfer within the following 30 days. Further, Sky Italia has also been granted a pre-emption right over the shares of any company controlled by, controlling or under common control of, the landlord to which the Milan Property has been transferred to or to which a contribution in kind (*conferimento in natura*) of the Milan Property has been made to (the “**Milan Property Transferee**”) if the Milan Property would constitute the sole or main property of the Milan Property Transferee after such transfer or contribution in kind. In addition to the above, pursuant to Section 38 of the Tenancy Law no. 392/78 (Italy) (the “**Tenancy Law (Italy)**”), a lessee carrying out activities involving direct contact with the public has a pre-emption right to the relevant property if the landlord intends to sell the relevant property during the term of the lease. The lessee is entitled to exercise the pre-emption right to purchase the property on the same terms and conditions on which the landlord wishes to sell to other parties within 60 days of the date on which the landlord’s pre-emption notice has been received by the tenant. If the pre-emption right is exercised, the lessee shall pay the landlord the purchase consideration and execute the sale agreement or the deed of transfer within the following 30 days.

Further, under Section 40 of the Tenancy Law (Italy), a lessee carrying out activities involving direct contact with the public has a pre-emption right over a new lease of the Milan Property following the expiration of its existing lease agreement. Following the expiration of the existing lease agreement, the landlord must offer Sky Italia a new lease if Sky Italia matches the terms offered by the landlord. This affects the landlord’s ability to negotiate with Sky Italia, to source and enter into lease agreements with new tenants with respect to such space or otherwise to capitalise on other sources of value in the Milan Property. Should the rent offered to Sky Italia be below the prevailing market rent at the time that the existing lease agreement expires due to the inability of the landlord to seek genuine offers from potential new tenants, Lendlease Global REIT may be unable to capture any potential market upside in respect of leasing of the Milan Property.

(See “Business and Properties – Pre-emption Rights and Restrictions” for further details.)

RISKS RELATING TO THE LENDLEASE GLOBAL REIT GROUP'S OPERATIONS

The Manager may not be able to successfully implement its investment strategy for the Lendlease Global REIT Group.

There is no assurance that the Manager will be able to successfully implement its investment strategy, expand Lendlease Global REIT's portfolio at any specified rate or to any specified size, or make acquisitions or investments on favourable terms or within a desired time frame.

The Lendlease Global REIT Group faces active competition in acquiring suitable properties. Even if the Lendlease Global REIT Group were able to successfully acquire properties or other investments, there is no assurance that the Lendlease Global REIT Group will achieve its intended return on such acquisitions or investments.

The real estate industry in which the Lendlease Global REIT Group operates is capital intensive and the Lendlease Global REIT Group may from time to time require significant amounts of capital for purposes such as acquisitions or redevelopment. Since the amount of borrowings that the Lendlease Global REIT Group can incur to finance acquisitions is limited by the borrowing limits imposed by the Property Funds Appendix, such acquisitions are likely to be largely dependent on the Lendlease Global REIT Group's ability to raise equity capital. This may result in a dilution of Unitholders' holdings. Potential vendors may view negatively the prolonged time frame and lack of certainty associated with the raising of equity capital to fund any such purchase. They may instead prefer other potential purchasers.

Any breach by the major tenants of their obligations under the lease agreements or a downturn in their businesses may have an adverse effect on the Lendlease Global REIT Group.

In the event that any major tenants of the Lendlease Global REIT Group are unable to pay their rent or breach their obligations under the lease agreements, the level of distributable income may be adversely affected. The performance of the major tenants' other businesses could also have an impact on their ability to make rental payments to the Lendlease Global REIT Group.

E-commerce may change the competitive landscape of conventional retail business.

The e-commerce industry could pose a competitive threat to the Lendlease Global REIT Group's business as a significant proportion of Lendlease Global REIT's Gross Revenue is derived from conventional retail spending from the Singapore Property. In the event that the e-commerce industry in the Singapore market (and the markets in which the Lendlease Global REIT Group may acquire retail properties from time to time) expands at an unexpected pace, the Lendlease Global REIT Group's retail customer base may decrease and the business and prospects of the Lendlease Global REIT Group may be adversely affected. Similarly, in the event that the Lendlease Global REIT Group is unable to respond to the change in market conditions or customer preferences in the Singapore market (and in the markets in which the Lendlease Global REIT Group may acquire retail properties from time to time), or if the Lendlease Global REIT Group fails to successfully execute its business strategy, the Lendlease Global REIT Group's business, financial condition and results of operations may be adversely affected.

The amount the Lendlease Global REIT Group may borrow is limited, which may affect the operations of the Lendlease Global REIT Group.

Under the prevailing Property Funds Appendix, the Lendlease Global REIT Group is permitted to borrow up to 45.0% of the value of the Deposited Property at the time the borrowing is incurred, taking into account deferred payments (including deferred payments for assets whether to be settled in cash or in Units). As at the Listing Date, the Lendlease Global REIT Group will have in

place total unsecured debt facilities of approximately S\$533.9 million (the “**Facilities**”). As at the Listing Date, gross borrowings of approximately S\$533.9 million will be drawn from the Facilities, with total borrowings and deferred payments (if any) as a percentage of the Deposited Property (the “**Aggregate Leverage**”) of approximately 36.4%.

It is currently not envisaged that the Lendlease Global REIT Group will face issues with the borrowing limit imposed by the Property Funds Appendix. However, the Lendlease Global REIT Group may, from time to time, require further debt financing to achieve its investment strategies and may find itself unable to achieve its investment strategies if this involves and requires debt financing in excess of the borrowing limits imposed by the Property Funds Appendix. In the event that the Lendlease Global REIT Group decides to incur additional borrowings in the future, the Lendlease Global REIT Group may face adverse business consequences as a result of this limitation on future borrowings, and these may include:

- having to miss out on attractive acquisition opportunities which may be available for only a limited period of time but for which debt financing in excess of the borrowing limits would have been required;
- an inability to fund capital expenditure requirements of the Lendlease Global REIT Group’s existing asset portfolio or for future acquisitions to expand its portfolio;
- a decline in the value of the Deposited Property may, among other things, cause the borrowing limit to be exceeded, thus affecting the Lendlease Global REIT Group’s ability to make further borrowings; and
- cash flow shortages (including with respect to distributions) which the Lendlease Global REIT Group might otherwise be able to resolve by borrowing funds.

The Lendlease Global REIT Group may face risks associated with debt financing and the Facilities and the debt covenants could limit or affect the Lendlease Global REIT Group’s operations.

The Lendlease Global REIT Group may be subject to risks associated with debt financing, including the risk that its cash flows will be insufficient to meet the required payments of principal and interest under such financing, and therefore to make distributions to Unitholders. The Lendlease Global REIT Group may be required to repay maturing debt with funds from additional debt or equity financing or both. There is no assurance that such financing will be available on acceptable terms or at all.

If the Lendlease Global REIT Group defaults under the Facilities, the lenders under the Facilities (the “**Lenders**”) may be able to declare a default and initiate enforcement proceedings in respect of any security provided, and/or call upon any guarantees provided, and utilise the proceeds therefrom to repay the principal and interest under the Facilities, which will result in a loss of income and asset value to the Lendlease Global REIT Group. In addition, under the Facilities, it is a change of control event if the Manager or the Singapore Property Manager ceases to be a subsidiary (directly or indirectly) of the Sponsor without the consent of the Lenders and this may give rise to a mandatory prepayment event which may have a material adverse impact on the Lendlease Global REIT Group’s financial condition if mandatory prepayment was required and no replacement debt could be obtained.

If principal amounts due for repayment at maturity cannot be refinanced, extended or paid with proceeds of other capital transactions, such as new equity capital, Lendlease Global REIT will not be able to pay distributions at expected levels to Unitholders or to repay all maturing debt.

The Lendlease Global REIT Group may be subject to the risk that the terms of any refinancing undertaken will be less favourable than the terms of the original borrowings. While the Lendlease Global REIT Group is currently not subject to covenants that may limit or otherwise adversely affect its operations and its ability to make distributions to Unitholders, the terms of any refinancing undertaken in the future may contain such covenants and other covenants may also restrict the Lendlease Global REIT Group's ability to acquire properties or undertake capital expenditure and may require it to set aside funds for maintenance of, or require the Lendlease Global REIT Group to maintain, certain financial ratios (e.g. loan to value ratios). The triggering of any of such covenants may have an adverse impact on Lendlease Global REIT's financial condition.

The Lendlease Global REIT Group may have a higher level of leverage compared to other unit trusts.

The Lendlease Global REIT Group's level of borrowings represents a higher level of leverage as compared to certain other types of unit trusts, such as non-specialised collective investment schemes which invest in equities and/or fixed income instruments. If prevailing interest rates or other factors at the time of refinancing (such as the possible reluctance of lenders to make commercial property loans) result in higher interest rates, the interest expense relating to such refinanced indebtedness would increase, thereby adversely affecting the Lendlease Global REIT Group's cash flow and the amount of funds available for distribution to the Unitholders. They may also adversely affect the price and value of the Units and the Manager's ability to implement its strategies.

Neither Lendlease Global REIT nor the Manager has a long established operating history.

Lendlease Global REIT was constituted on 28 January 2019, and the Manager was incorporated on 21 January 2019. While the Lendlease Group was founded in 1958, neither Lendlease Global REIT (as a REIT) nor the Manager (as the manager of Lendlease Global REIT) has sufficient operating histories by which their past performance may be judged. There is no assurance that Lendlease Global REIT will be able to generate sufficient revenue from operations to make distributions or that such distributions will be in line with those set out in "Profit Forecast and Profit Projection".

If the Manager's CMS Licence is cancelled or the authorisation of Lendlease Global REIT as a collective investment scheme under Section 286 of the SFA is suspended, revoked or withdrawn, the operations of Lendlease Global REIT will be adversely affected.

The CMS Licence issued to the Manager is subject to, *inter alia*, the Manager's compliance with the conditions stipulated by the MAS. If the CMS Licence of the Manager is cancelled by the MAS, the operations of Lendlease Global REIT will be adversely affected, as the Manager would no longer be able to act as the manager of Lendlease Global REIT.

Lendlease Global REIT was authorised as a collective investment scheme on 25 September 2019 and must comply with the requirements under the SFA and the Property Funds Appendix. In the event that the authorisation of Lendlease Global REIT is suspended, revoked or withdrawn, its operations will also be adversely affected.

Future acquisitions may not yield the returns expected and may result in disruptions to the Lendlease Global REIT Group's business, may strain management resources and may result in dilution of holdings.

Future acquisitions may cause disruptions to the Lendlease Global REIT Group's operations and divert management's attention away from day-to-day operations.

Newly acquired properties may require significant management attention that would otherwise be devoted to the Lendlease Global REIT Group's ongoing business. Notwithstanding pre-acquisition due diligence, the Lendlease Global REIT Group does not believe that it is possible to fully understand a property before it is owned and operated for an extended period of time.

In addition, the Lendlease Global REIT Group's acquisition growth strategy and asset selection process may not be successful and may not provide positive returns to Unitholders. There are risks associated with pursuing further acquisitions and successfully integrating them into the Lendlease Global REIT Group's portfolio. For example, the expected benefit, synergies or efficiencies from such acquisitions may take longer than expected to be achieved or may not be achieved at all. In addition, acquisitions may cause disruptions to the Lendlease Global REIT Group's operations and divert management's attention away from day-to-day operations.

The Manager, the relevant Asset Manager and the relevant Property Manager are or may be indirect wholly-owned subsidiaries of Lendlease Corporation. There may be potential conflicts of interest between Lendlease Global REIT and these entities.

The Sponsor Group is engaged in the investment management, development and project management and construction businesses. LLT Sub-Trust, an indirectly wholly-owned sub-trust of Lendlease Trust, will, immediately after the completion of the Offering and the issuance of the IPO Acquisition Fee Units, hold 318,138,000 Units (constituting approximately 27.2% of the total number of Units expected to be in issue) (assuming that the Over-Allotment Option is not exercised) or 284,041,000 Units (constituting 24.3% of the total number of Units expected to be in issue) (assuming the Over-Allotment Option is exercised in full). In addition, the Manager will, immediately after the completion of the Offering and the issuance of the IPO Acquisition Fee Units, hold 8,548,000 Units (constituting approximately 0.7% of the total number of Units expected to be in issue).

The Sponsor or its subsidiaries may draw on its investment management experience to provide support to the Lendlease Global REIT Group through the Manager, which is an indirect wholly-owned subsidiary of the Sponsor. These include matters which require Unitholders' approval.

Furthermore, the relevant Asset Managers and the relevant Property Managers are or may be also wholly-owned by Lendlease Corporation. The Manager has instituted procedures to deal with potential conflicts of interest as set out in "The Manager and Corporate Governance – Potential Conflicts of Interest" and Lendlease Global REIT has also been granted a ROFR by each of Lendlease Trust and Lendlease Corporation (see "Certain Agreements Relating to Lendlease Global REIT and the Properties – Right of First Refusal Agreement"). Notwithstanding these measures, if these entities were to manage a property which competes with Lendlease Global REIT's properties, there can be no assurance that these entities will not favour properties in the Sponsor Group's own property portfolio over those owned by Lendlease Global REIT when providing leasing and other asset management services to Lendlease Global REIT, which could lead to lower occupancy rates and/or lower rental income for the properties owned by Lendlease Global REIT as a whole and this could adversely affect distributions to Unitholders.

The Lendlease Global REIT Group may be unable to successfully integrate and operate acquired properties, which could have a material adverse effect on the Lendlease Global REIT Group.

Even if the Lendlease Global REIT Group is able to make acquisitions on favourable terms, its ability to successfully integrate and operate them is subject to the following significant risks:

- it may spend more than budgeted amounts to make necessary improvements or renovations to acquired properties, as well as require substantial management time and attention;

- it may be unable to integrate new acquisitions quickly and efficiently, particularly acquisitions of operating businesses or portfolios of properties, into its existing operations;
- acquired properties may be subject to reassessment of value for tax purposes, which may result in higher than expected property tax payments;
- its tenant retention and lease renewal risks may be increased; and
- market conditions may result in higher than expected vacancy rates and lower than expected rental rates and/or higher than expected tenant incentives.

Any inability to integrate and operate acquired properties to meet the Lendlease Global REIT Group's financial, operational and strategic expectations could have a material adverse effect on the Lendlease Global REIT Group.

The Lendlease Global REIT Group depends on certain key personnel and the loss of any key personnel may adversely affect its operations.

The Lendlease Global REIT Group's performance depends, in part, upon the continued service and performance of the executive officers of the Manager, the Asset Managers, the Property Managers or any other person appointed to manage a Property. (See "The Manager and Corporate Governance – The Manager of Lendlease Global REIT – Executive Officers of the Manager" for details of the executive officers of the Manager.) These key personnel may leave the employment of the Manager, the relevant Asset Managers and Property Manager and/or any other person appointed to manage a Property. If any of the above were to occur, time will need to be spent searching for a replacement and the duties for which such executive officers are responsible may be affected. The loss of any of these individuals could have a material adverse effect on the business and operations of the Manager which may in turn impact the financial condition and the results of operations of the Lendlease Global REIT Group.

The Lendlease Global REIT Group may from time to time be subject to legal proceedings and government proceedings.

Legal proceedings against the Lendlease Global REIT Group relating to its properties and disputes over tenancies may arise from time to time. There can be no assurance that the Lendlease Global REIT Group will not be involved in such proceedings or that the outcome of these proceedings will not adversely affect the financial condition, results of operations or cash flow of the Lendlease Global REIT Group.

The Lendlease Global REIT Group is regulated by various government authorities and regulations. If any government authority believes that the Lendlease Global REIT Group or any of its tenants are not in compliance with the regulations, such government authority could shut down the relevant non-compliant entity or delay the approval process, refuse to grant or renew the relevant approvals or licences, institute legal proceedings to seize the Lendlease Global REIT Group's properties, enjoin future action or (in the case of the Lendlease Global REIT Group not being in compliance with the regulations), assess civil and/or criminal penalties against the Lendlease Global REIT Group, its officers or employees. Any such action by a government authority would have a material adverse effect on the business, financial condition and results of operations or cash flow of the Lendlease Global REIT Group.

Laws, regulations and policies imposed by various government and regulatory authorities may adversely affect the Lendlease Global REIT Group.

The Lendlease Global REIT Group's ownership, operation and rights in respect of the SPVs and the Properties are subject to various laws and regulations and policies of government and regulatory authorities in Singapore, Italy, and any future markets in which the Lendlease Global REIT Group may enter.

For example, these laws and regulations can impose limitations on the Lendlease Global REIT Group's operations and plans with respect to the SPVs and the Properties. Compliance with, as well as failure to comply with, such laws, regulations and policies can have an adverse effect on the business, financial condition, results of operations and prospects of the Lendlease Global REIT Group. (See "Overview of Relevant Laws and Regulations" for examples of laws and regulations which may affect Lendlease Global REIT.)

The Lendlease Global REIT Group's investment strategy may entail a higher level of risk as compared to other types of unit trusts that have a more diverse range of investments.

The Lendlease Global REIT Group's principal investment strategy of investing, directly or indirectly, in a diversified portfolio of Stabilised Income-Producing Real Estate Assets located globally, which are used primarily for retail and/or office purposes, as well as real estate-related assets in connection with the foregoing, will subject the Lendlease Global REIT Group to risks inherent in concentrating in real estate. The level of risk could be higher as compared to other types of unit trusts that have a more diverse range of investments in other sectors (for example, unit trusts which invest in securities).

The renewal of leases in the Lendlease Global REIT Group's Properties will depend, in part, upon the success of the tenants. Any economic downturn may cause higher levels of non-renewals of leases or vacancies as a result of failures or defaults by tenants or the market pressures exerted by an increase in available space for properties used for such purposes. There can be no assurance that the tenants of the Lendlease Global REIT Group's Properties will renew their leases or that the new lease terms will be as favourable as the existing leases. In the event that a tenant does not renew its lease, a replacement tenant or tenants would need to be identified, which could subject the Lendlease Global REIT Group's Properties to periods of vacancy and/or costly refittings, during which the Lendlease Global REIT Group could experience reductions in rental income.

Such downturns may lead to a decline in occupancy for properties or real estate-related assets in the Lendlease Global REIT Group's portfolio. This will affect the Lendlease Global REIT Group's rental income from the Properties, and/or lead to a decline in the capital value of the Lendlease Global REIT Group's portfolio, and/or on the results of operations and the financial condition of the Lendlease Global REIT Group and the ability of Lendlease Global REIT to make distributions to its Unitholders may be adversely affected.

Lendlease Global REIT may not be able to control or exercise any influence over entities in which it acquires minority interests.

In the future, the Lendlease Global REIT Group may, in the course of acquisitions, acquire minority interests in real estate-related investment entities. There is no assurance that the Lendlease Global REIT Group will be able to exercise active control over such entities and the management of such entities may make decisions which could adversely affect the operations of the Lendlease Global REIT Group and the ability of Lendlease Global REIT to make distributions to its Unitholders.

The Lendlease Global REIT Group may be exposed to risks associated with exchange rate fluctuations and changes in foreign exchange regulations.

Revenue received from the Milan Property is in Euros. The Euros will have to be converted into Singapore dollars for distribution payments from Lendlease Global REIT to Unitholders.

The value of Euros against the Singapore Dollar fluctuates and is affected by changes in Europe and Singapore, and international political and economic conditions amongst many other factors.

Accordingly, Unitholders are exposed to risks associated with exchange rate fluctuations and distributions received by a Unitholder may be adversely affected by fluctuations in the exchange rates between Euros and the Singapore dollar or the currency of any country in which properties may be acquired by Lendlease Global REIT in the future. Significant fluctuations in the exchange rates between such currencies will also, among others, affect the NAV of the Units. In addition, the forecast and projected yields and yield growth of Lendlease Global REIT are calculated based on assumed exchange rates as set out in this Prospectus. As such, there can be no guarantee that Lendlease Global REIT will achieve such forecast and projected yields and yield growth should there be differences between the actual and assumed exchange rates. While the Lendlease Global REIT Group may, from time to time, undertake hedging measures to mitigate exchange rate fluctuations, such measures may not be effective in mitigating exchange rate fluctuations or may exacerbate any exchange rate fluctuations. (See “Risk Factors – The Lendlease Global REIT Group may engage in hedging transactions, which can limit gains and increase costs, and not offer full and effective protection against interest rate and exchange rate fluctuations”, “Distributions” and “Exchange Rate Information – Exchange Controls” for further details.)

The Lendlease Global REIT Group may engage in hedging transactions, which can limit gains and increase costs, and not offer full and effective protection against interest rate and exchange rate fluctuations.

The Lendlease Global REIT Group may enter into hedging transactions to protect itself or its portfolio from, among others, the effects of interest rate on floating rate debt and currency exchange fluctuations. Hedging activities may include entering into interest rate, foreign exchange or cross-currency interest rate swaps, forward foreign exchange contracts, interest rate or foreign exchange options and issuance of fixed rate debt.

These hedging activities may not have the desired beneficial impact on the results of operations or financial condition of the Lendlease Global REIT Group. No hedging activity can completely insulate the Lendlease Global REIT Group from risks associated with changes in interest rates and exchange rates, and changes in foreign exchange rates, for example, may negatively affect the Lendlease Global REIT Group’s asset value. Moreover, interest rate or foreign currency hedging could fail to protect the Lendlease Global REIT Group or adversely affect the Lendlease Global REIT Group because among others:

- the available hedging may not correspond directly with the risk for which protection is sought;
- the duration or nominal amount of the hedge may not match the duration of the related liability;
- the party owing money in the hedging transaction may default on its obligation to pay; and
- the value of the derivatives used for hedging may be adjusted from time to time in accordance with accounting rules to reflect changes in fair value. Downward adjustments to fair value may reduce the NAV of the Lendlease Global REIT Group.

In addition, hedging activities involve transaction costs. These costs increase as the period covered by the hedging increases and during periods of rising and volatile interest rates. The Manager will regularly monitor the feasibility of engaging in such hedging transactions, taking into account the cost of such transactions.

The Lendlease Global REIT Group will rely on information technology in its operations, and any material failure, inadequacy, interruption or security failure of that technology could harm its business.

The Lendlease Global REIT Group will rely on information technology networks and systems, including the Internet, to process, transmit and store electronic information and to manage or support a variety of its business processes, including financial transactions and maintenance of records, which may include personally identifiable information of tenants and lease data. The Lendlease Global REIT Group will rely on commercially available systems, software, tools and monitoring to provide security for processing, transmitting and storing confidential tenant information, such as individually identifiable information relating to financial accounts. Although the Lendlease Global REIT Group will take steps to protect the security of the data maintained in its information systems, it is possible that such security measures will not be able to prevent the systems' improper functioning, or the improper disclosure of personally identifiable information such as in the event of cyber-attacks. Security breaches, including physical or electronic break-ins, computer viruses, attacks by hackers and similar breaches, can create system disruptions, shutdowns or unauthorised disclosure of confidential information. Any failure to maintain proper function, security and availability of the Lendlease Global REIT Group's information systems could interrupt its operations, damage its reputation, subject the Lendlease Global REIT Group to liability claims or regulatory penalties and could materially and adversely affect it.

RISKS RELATING TO INVESTING IN REAL ESTATE

There are general risks attached to investments in real estate.

Investments in real estate and therefore the income generated from the Properties are subject to various risks, including but not limited to:

- adverse changes in political or economic conditions;
- adverse local market conditions (such as over-supply of properties or reduction in demand for properties in the market in which the Lendlease Global REIT Group operates);
- the financial condition of tenants;
- the availability of financing such as changes in availability of debt or equity financing, which may result in an inability by the Lendlease Global REIT Group to finance future acquisitions on favourable terms or at all;
- changes in interest rates and other operating expenses;
- changes in environmental laws and regulations, zoning laws and other governmental laws, regulations and rules and fiscal policies (including tax laws and regulations);
- environmental claims in respect of real estate;
- changes in market rents;
- changes in energy prices;

- changes in the relative popularity of property types and locations leading to an over-supply of space or a reduction in tenant demand for a particular type of property in a given market;
- competition among property owners for tenants which may lead to vacancies or an inability to rent space on favourable terms;
- inability to renew leases or re-let space as existing leases expire;
- inability to collect rents from tenants on a timely basis or at all due to bankruptcy or insolvency of the tenants or otherwise;
- insufficiency of insurance coverage or increases in insurance premiums;
- increases in the rate of inflation;
- inability of the property manager to provide or procure the provision of adequate maintenance and other services;
- defects affecting the Properties which need to be rectified, or other required repair and maintenance of the Properties, leading to unforeseen capital expenditure;
- increased operating costs, including real estate taxes;
- any defects or illegal or non-compliant structures that were not uncovered or not covered by physical inspection or due diligence review;
- management style and strategy of the Manager;
- the attractiveness of the Lendlease Global REIT Group's properties to tenants;
- the cost of regulatory compliance;
- ability to rent out properties on favourable terms; and
- power supply failure, acts of God, wars, terrorist attacks, uninsurable losses and other factors.

Many of these factors may cause fluctuations in occupancy rates, rental or operating expenses, causing a negative effect on the value of real estate and income derived from real estate. The annual valuation of the Properties will reflect such factors and as a result may fluctuate upwards or downwards. The capital value of the Lendlease Global REIT Group's real estate assets may be significantly diminished in the event of a sudden downturn in real estate market prices or the economy in Singapore and Italy, which may adversely affect the financial condition of the Lendlease Global REIT Group.

The Lendlease Global REIT Group may be adversely affected by the illiquidity of real estate investments.

The Lendlease Global REIT Group's investment strategy involves a higher level of risk, as compared to a portfolio which has a more diverse range of investments. Real estate investments are relatively illiquid and such illiquidity may affect the Lendlease Global REIT Group's ability to vary its investment portfolio or liquidate part of its assets in response to changes in economic, property market or other conditions. The Lendlease Global REIT Group may be unable to sell its assets on short notice or may be forced to give a substantial reduction in the price that may otherwise be sought for such assets in order to ensure a quick sale. These factors could have an

adverse effect on the Lendlease Global REIT Group's financial condition and results of operations, and the ability of Lendlease Global REIT to make regular distributions to its Unitholders.

Lendlease Global REIT's ability to make distributions to Unitholders may be adversely affected by increases in direct expenses and other operating expenses.

Lendlease Global REIT's ability to make regular distributions to Unitholders could be adversely affected if direct expenses and other operating expenses for which tenants are not responsible pursuant to the lease agreements increase. Such operating expenses include, but are not limited to:

- compliance with laws, regulations or policies;
- direct or indirect tax policies, laws or regulations;
- sub-contracted service costs;
- labour costs; and
- repair and maintenance costs.

The rate of increase in rentals of the Properties may be less than the inflation rate.

The rate of increase in rentals of the Properties may be less than the inflation rate and therefore an investment in Lendlease Global REIT may not provide an effective hedge against inflation.

RISKS RELATING TO AN INVESTMENT IN THE UNITS

Sale or possible sale of a substantial number of Units by LLT Sub-Trust (following the lapse of any applicable lock-up arrangements), or the Cornerstone Investors in the public market could adversely affect the price of the Units.

Following the Offering, Lendlease Global REIT will have 1,167,946,000 issued Units, of which 318,138,000 Units will be held by LLT Sub-Trust, assuming the Over-allotment Option is not exercised, 8,548,000 Units will be held by the Manager and 453,785,013 Units will be held by the Cornerstone Investors. If any of LLT Sub-Trust and/or any of its transferees of the Units (following the lapse of the relevant respective lock-up arrangement, or pursuant to any applicable waivers) or any of the Cornerstone Investors sells or is perceived as intending to sell a substantial amount of its Units, or if a secondary offering of the Units is undertaken in connection with an additional listing on another securities exchange, the market price for the Units could be adversely affected. (See "Plan of Distribution – Lock-up Arrangements" and "Ownership of the Units" for further details.)

Lendlease Global REIT's ability to make distributions is dependent on the financial position of IT SingCo or future SPVs that it may establish to acquire properties. Lendlease Global REIT may not be able to make distributions to Unitholders or the level of distributions may fall.

In order for Lendlease Global REIT to make distributions from the income of the Milan Property and other future properties that it may acquire through SPVs, Lendlease Global REIT has to rely on the receipt of dividends, interest or repayments of loans (where applicable) from IT SingCo and/or future SPVs that it may establish to acquire properties. There can be no assurance that these entities will have sufficient revenue and cash flows in any future period to pay dividends, pay interest or make repayments of loans.

The level of revenue, distributable profits or reserves available to pay distributions, dividends, interest or make repayments of loans by IT SingCo or future SPVs that Lendlease Global REIT may establish to acquire properties may be affected by a number of factors including, among other things:

- their respective business and financial positions;
- the availability of distributable profits;
- sufficiency of cash flows received from the properties;
- applicable laws and regulations which may restrict the payment of distributions or dividends by them;
- operating losses incurred by them in any financial year;
- losses arising from a revaluation of the Properties. Such losses may become realised losses which would adversely affect the level of realised profits from which distributions may be made;
- changes in accounting standards (including standards in respect of depreciation policies relating to real estate investment properties), taxation laws and regulations (including laws and regulations relating to transfer pricing), laws and regulations in respect of foreign exchange and repatriation of funds, corporation laws and regulations in respect of statutory reserves required to be maintained in Singapore, Italy and any other jurisdiction in which a property acquired by the Lendlease Global REIT Group in the future may be located;
- potential tax and/or legal liabilities;
- the extent of rent abatements and tenant improvement allowances and incentives given to tenants to attract new tenants and/or retain existing tenants, if any; and
- the terms of agreements to which they are, or may become, a party.

There can be no assurance that these entities will have sufficient revenue and cash flows in any future period to pay distributions, dividends, interest or make repayments of loans. In addition, no assurance can be given as to Lendlease Global REIT's ability to pay or maintain distributions or that the level of distributions will increase over time.

Market and economic conditions may affect the market price and demand for the Units.

Movements in domestic and international securities markets, economic conditions, foreign exchange rates and interest rates may affect the market price of, and demand for, the Units.

An increase in market interest rates may have an adverse impact on the market price of the Units if the annual yield on the price paid for the Units gives investors a lower return as compared to other investments.

The NAV per Unit may be diluted if further issues are priced below the then current NAV per Unit.

The Trust Deed contemplates new issues of Units, the offering price for which may be above, at or below the then current NAV per Unit. The DPU may be diluted if new Units are issued and the use of proceeds from such issue of Units generates insufficient cash flow to cover the dilution. Where new Units, including Units which may be issued to the Manager in payment of the Manager's management, acquisition and/or divestment fees or to the relevant Asset Manager and the relevant Property Manager in payment of their fees, are issued at less than the NAV per Unit, the then current NAV of each existing Unit may be diluted.

The laws and regulations in Singapore, Italy and other jurisdictions and the International Financial Reporting Standards ("IFRS") may change.

Lendlease Global REIT is a REIT constituted in Singapore and the Properties are located in Singapore and Italy. The applicable laws, regulations (including tax laws and regulations in Singapore and Italy and any other jurisdiction in which a property acquired by Lendlease Global REIT in the future is located) which the Lendlease Global REIT Group is subject to and the IFRS are subject to change. New laws and regulations may also be introduced in these jurisdictions. As a result, the Lendlease Global REIT Group (including its financial statements) may be affected by these changes. There can be no assurance that such changes will not have a significant impact on the presentation of the Lendlease Global REIT Group's financial statements or on the Lendlease Global REIT Group's results of operations. In addition, such changes may adversely affect the ability of Lendlease Global REIT to make distributions to Unitholders. There can be no assurance that any such changes to laws, regulations and accounting standards will not materially and adversely affect the business, financial condition and results of operations of the Lendlease Global REIT Group.

The Lendlease Global REIT Group may be affected by the introduction of new or revised tax legislation, regulations, guidelines or directives.

The Lendlease Global REIT Group may be affected by the introduction of new or revised tax legislation, regulations, guidelines or directives. There is no assurance that new or revised tax legislation, regulations, guidelines or directives will not adversely affect REITs in general or Lendlease Global REIT specifically, including but not limited to changes to legislation or rules relating to the tax regimes in jurisdictions where properties and SPVs of the Lendlease Global REIT Group are located.

Specifically, REITs in Singapore enjoy certain tax exemptions or concessions and some of these are granted for a specified period of time. These tax exemptions or concessions, whether or not for a specified period of time, are or may be subject to review by the Singapore Government. For example, while REITs listed on the SGX-ST (including the REIT's wholly-owned Singapore resident subsidiaries) are currently exempt from taxation on certain foreign income derived in respect of foreign properties, this would currently apply only to such properties acquired on or before 31 March 2020. Although this foreign income tax exemption has been extended to 31 December 2025 as announced in the 2019 Singapore Budget, it is not certain whether it will continue to be extended beyond that date. If it is not extended, the foreign income derived by Lendlease Global REIT and/or its wholly-owned Singapore resident subsidiaries in respect of foreign properties acquired after 31 December 2025 (which for the avoidance of doubt, excludes the IPO Portfolio) may be subject to Singapore income tax at the prevailing tax rate (currently 17.0%) to the extent of the amount received or deemed to have been received in Singapore.

There is no assurance that the Singapore Government will continue to grant the tax exemption or concessions currently available to REITs indefinitely or renew them upon their expiry. A removal of any or all of these tax exemptions or concessions may result in increased tax costs to the Lendlease Global REIT Group and accordingly have an adverse impact on its financial condition and results of operations.

In addition, the Singapore Government announced in the 2018 Singapore Budget its plans to raise GST rate from 7.0% to 9.0%, sometime in the period from 2021 to 2025. GST on imported services will also be implemented with effect from 1 January 2020 via a reverse charge mechanism for business to business imported services and this would apply to businesses, including REITs, which make exempt supplies or do not make any taxable supplies. Such additional tax exposure could have a material adverse effect on the Lendlease Global REIT Group's business, financial condition, cash flows and results of operations and consequentially may have a material adverse impact on distributions to be made by Lendlease Global REIT.

(See "Taxation – Singapore Taxation" and Appendix D, "Independent Taxation Report" for further details.)

Lendlease Global REIT may not be able to comply with the conditions of the joint undertaking that the Trustee and the Manager have given to the IRAS for the purpose of applying for tax transparency treatment.

The IRAS has accorded tax transparency treatment to Lendlease Global REIT subject to the joint undertaking given by the Trustee and the Manager to comply with certain conditions. One of the conditions of the joint undertaking requires the Trustee and the Manager to notify the IRAS in the event that Lendlease Global REIT is unable to meet any of the conditions of the joint undertaking and in such event, the tax transparency treatment accorded will cease to apply from the date of failure to meet the condition.

Should the tax transparency treatment cease to apply, the Trustee will be subject to Singapore income tax on Lendlease Global REIT's Specified Taxable Income and consequently distributions to all Unitholders will be reduced by the applicable amount of income tax.

(See "Taxation – Singapore Taxation" and Appendix D, "Independent Taxation Report" for further details.)

Unitholders may bear the effects of the rollover income adjustment mechanism under the tax transparency treatment.

Under the rollover income adjustment mechanism, any difference between Lendlease Global REIT's actual Specified Taxable Income (i.e. amount agreed with the IRAS) for a financial year and the amount of Specified Taxable Income computed by the Manager for that financial year for the purpose of making distributions will be added to or deducted from, as the case may be, the amount of distributions subsequently made. The amount of distributions received by Unitholders may therefore be increased or reduced by the amount of such adjustment.

Lendlease Global REIT may not be able to comply with the terms of tax exemptions or tax rulings, or such tax exemptions or tax rulings may be revoked or amended.

Lendlease Global REIT and its wholly-owned Singapore resident subsidiaries may, from time to time, obtain various tax exemptions and/or tax rulings from the relevant authorities. The approvals for these tax exemptions and/or tax rulings may be subject to Lendlease Global REIT and/or its wholly-owned Singapore resident subsidiaries satisfying certain stipulated conditions.

In respect of the Milan Property, a ruling has been obtained from the Italian tax authority to confirm that Lendlease Global REIT would meet the conditions of an undertaking for collective investments that is established in a state included in the list set forth by the Decree of Minister of Finance on 4 September 1996 (“**White List (Italy)**”) (which, for the avoidance of doubt, includes Singapore) and hence, the distributions made by the Italy AIF to IT SingCo should qualify for withholding tax exemption in Italy. In addition, pursuant to the Tax Exemption, IT SingCo will be exempt from Singapore income tax on the Specified Exempt Income.

The tax ruling and the Tax Exemption are granted based on the facts and representations made to the relevant authorities and are subject to satisfying certain stipulated conditions. Should the facts and representations turn out to be different from those made or any of the conditions are not met, or where there is a subsequent change in the tax laws or change in the interpretation by the relevant authorities, the tax ruling or the Tax Exemption may no longer apply. Consequently, Lendlease Global REIT may suffer increased tax liability, which in turn could adversely affect the amount of distributions made to Unitholders.

(See “Taxation” and Appendix D, “Independent Taxation Report” for further details.)

As a condition of the tax transparency treatment, Lendlease Global REIT is required to distribute at least 90.0% of its Specified Taxable Income (failing which the Specified Taxable Income will be assessed to tax in the hands of the Trustee) and may face liquidity constraints.

The Manager and the Trustee have jointly undertaken to distribute at least 90.0% of Lendlease Global REIT’s Specified Taxable Income to Unitholders in the same year in which the income is derived for the purpose of applying for tax transparency treatment. If Lendlease Global REIT’s Specified Taxable Income is greater than its cashflow from operations (for example, due to tax adjustments for non-deductible expenses), it may have to borrow to meet on-going cashflow requirements in order to distribute at least 90.0% of its Specified Taxable Income since it may not have any reserves to draw on. Lendlease Global REIT’s ability to borrow is, however, limited by the Property Funds Appendix. Failure to make distributions of at least 90.0% of Lendlease Global REIT’s Specified Taxable Income would result in a breach of the joint undertaking and consequently, the Specified Taxable Income would be assessed to tax in the hands of the Trustee, hence reducing the amount available for distribution.

(See “Taxation – Singapore Taxation” and Appendix D, “Independent Taxation Report” for further details.)

Foreign Unitholders may not be permitted to participate in future rights issues or entitlements offerings by Lendlease Global REIT.

The Trust Deed provides that the Manager may, in its absolute discretion, elect not to extend an offer of Units under a rights issue to those Unitholders whose addresses, as registered with CDP, are outside Singapore. The rights or entitlements to the Units to which such Unitholders would have been entitled may be offered for sale and sold in such manner, at such price and on such other terms and conditions as the Manager may determine, subject to such other terms and conditions as the Trustee may impose. The proceeds of any such sale will be paid to the Unitholders whose rights or entitlements have been so sold, provided that where such proceeds payable to the relevant Unitholders are less than S\$10.00, the Manager is entitled to retain such proceeds as part of the Deposited Property. The holding of the relevant holder of the Units may be diluted as a result of such sale.

The actual performance of the Lendlease Global REIT Group and the Properties could differ materially from the forward-looking statements in this Prospectus.

This Prospectus contains forward-looking statements regarding, among others, forecast and projected distribution levels for the Forecast Year 2020 and Projection Year 2021. These forward-looking statements are based on a number of assumptions which are subject to uncertainties and contingencies that are outside of the Manager's control (see "Profit Forecast and Profit Projection – Assumptions" for further details).

The Lendlease Global REIT Group's revenue is dependent on a number of factors, including the rental income received from the Properties. Events and circumstances assumed may not occur as expected, or events and circumstances may arise which are not anticipated. This may adversely affect the Lendlease Global REIT Group's ability to achieve the forecast and projected distributions.

No assurance is given that the assumptions will be realised and the actual distributions will be as forecast and projected.

Property yield on real estate to be held by the Lendlease Global REIT Group is not equivalent to distribution yield on the Units.

Generally, property yield depends on NPI and is calculated as the amount of revenue generated by the properties, less the expenses incurred in maintaining, operating, managing and leasing the properties compared against the current value of the properties.

Distribution yield on the Units, however, depends on the distributions payable on the Units, after taking into account other expenses including (i) taxes, (ii) interest cost for the Facilities, (iii) the Manager's Management Fees, property management fee and Trustee's Fee and (iv) other operating costs including administrative fees of the Lendlease Global REIT Group, as compared with the purchase price of the Units.

The Unaudited Pro Forma Consolidated Balance Sheet as at the Listing Date and the Profit Forecast and Profit Projection contained in this Prospectus are not necessarily indicative of the future financial position and performance of the Lendlease Global REIT Group.

The Unaudited Pro Forma Consolidated Balance Sheet as at the Listing Date contained in this Prospectus is not necessarily indicative of the future financial position of the Lendlease Global REIT Group or Lendlease Global REIT. (See "Unaudited Pro Forma Consolidated Balance Sheet as at the Listing Date" for further details.)

There is also no assurance that the Properties will be able to generate sufficient revenue for Lendlease Global REIT to make distributions to Unitholders or that such distributions will be in line with those set out in "Profit Forecast and Profit Projection".

The Manager is not obliged to redeem Units.

Unitholders have no right to request that the Manager redeem their Units while the Units are listed on the SGX-ST. Unitholders may only deal in their listed Units through trading on the SGX-ST. Accordingly, apart from selling their Units through trading on the SGX-ST, Unitholders may not be able to realise their investments in Units.

If the Units are de-listed from the SGX-ST and are unlisted on any other recognised stock exchange, 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 Unitholder has no right to request the repurchase or redemption of Units more than once a year.

The Units have never been publicly traded and the Listing of the Units on the Main Board of the SGX-ST may not result in an active or liquid market for the Units.

There is no public market for the Units prior to the Offering and an active public market for the Units may not develop or be sustained after the Offering. The Manager has received a letter of eligibility from the SGX-ST to have the Units listed and quoted on the Main Board of the SGX-ST. However, the listing and quotation of the Units on the Main Board of the SGX-ST does not guarantee that a trading market for the Units will develop or, if a market does develop, the liquidity of that market for the Units. Prospective Unitholders must be prepared to hold their Units for an indefinite length of time.

There is no assurance that the Units will remain listed on the SGX-ST.

Although it is intended that the Units will remain listed on the SGX-ST, there is no guarantee of the continued listing of the Units. Accordingly, Unitholders will not be able to sell their Units through trading on the SGX-ST if the Units are no longer listed on the SGX-ST.

Certain provisions of the Singapore Code on Take-overs and Mergers (the “Take-Over Code”) could have the effect of discouraging, delaying or preventing a merger or acquisition which could adversely affect the market price of the Units.

Under the Take-Over Code, an entity is required to make a mandatory offer for all the Units not already held by it and/or parties acting in concert with it (as defined by the Take-Over Code) in the event that an increase in the aggregate Unitholdings of it and/or parties acting in concert with it results in the aggregate Unitholdings crossing certain specified thresholds.

While the Take-Over Code seeks to ensure an equality of treatment among Unitholders, its provisions could substantially impede the ability of Unitholders to benefit from a change in control, and, as a result, may adversely affect the market price of the Units and the ability to realise any potential change of control premium.

The price of the Units may decline after the Offering.

The Offering Price of the Units is determined by agreement between the Manager and the Joint Bookrunners. The Offering Price may not be indicative of the market price for the Units upon completion of the Offering. The trading price of the Units will depend on many factors, including, but not limited to:

- the perceived prospects of Lendlease Global REIT’s business and investments and the Singapore and Italian market for properties used for office and/or retail purposes or real estate-related assets in connection with the foregoing;
- differences between Lendlease Global REIT’s actual financial and operating results and those expected by investors and analysts;
- changes in analysts’ recommendations or projections;
- changes in general economic or market conditions;
- the market value of Lendlease Global REIT’s assets;
- the perceived attractiveness of the Units against those of other equity or debt securities, including those not in the real estate sector;
- the balance of buyers and sellers of the Units;

- the size and liquidity of the Singapore REIT market from time to time;
- any changes from time to time to the regulatory system, including the tax system, both generally and specifically in relation to Singapore REITs;
- the ability on the Manager's part to successfully implement its investment and growth strategies;
- foreign exchange rates; and
- broad market fluctuations, including increases in interest rates and weakness of the equity and debt markets.

Units may trade at prices that are higher or lower than the NAV per Unit. To the extent that Lendlease Global REIT retains operating cash flow for investment purposes, working capital reserves or other purposes, these retained funds, while increasing the value of Lendlease Global REIT's underlying assets, may not correspondingly increase the market price of the Units. Any failure to meet market expectations with regards to future earnings and cash distributions may adversely affect the market price for the Units.

Where new Units are issued at less than the market price of Units, the value of an investment in Units may be affected. In addition, Unitholders who do not, or are not able to, participate in the new issuance of Units may experience a dilution of their interest in Lendlease Global REIT.

The Units are not capital-safe products. There is no guarantee that Unitholders can regain the amount invested. If Lendlease Global REIT is terminated or liquidated, investors may lose a part or all of their investment in the Units.

Third parties may be unable to recover in claims brought against the Manager as the Manager is not an entity with significant assets.

Third parties, in particular, Unitholders, may in future have claims against the Manager in connection with the carrying on of its duties as manager of Lendlease Global REIT (including in relation to the Offering, this Prospectus, as well as the duties of the Manager to supervise the property manager).

Under the terms of the Trust Deed, the Manager is indemnified from the Deposited Property against any actions, costs, claims, damages, expenses or demands to which it may be put as the manager of Lendlease Global REIT unless occasioned by the fraud, gross negligence, wilful default or breach of the Trust Deed by the Manager. In the event of any such fraud, gross negligence, wilful default or breach, only the assets of the Manager itself and not the Deposited Property would be available to satisfy a claim, and there is no assurance that the Manager will have sufficient assets to satisfy such claims.

USE OF PROCEEDS

ISSUE PROCEEDS

The Manager intends to raise gross proceeds of approximately S\$1,027.8 million from the Offering and the issuance of the LLT Sub-Trust Units, the Cornerstone Units and the IPO Acquisition Fee Units. The total proceeds raised from the Offering and the issuance of the LLT Sub-Trust Units, the Cornerstone Units and the IPO Acquisition Fee Units, as well as the debt amount drawn down from the Facilities will be used towards the following:

- payment to the vendors of the IPO Portfolio for the respective purchase price payable in relation to the acquisition of the Milan Property (see “Overview of the Acquisition of the Properties – Acquisition Structure of the Milan Property”) and the Singapore Property (see “Overview of the Acquisition of the Properties – Acquisition Structure of the Singapore Property”);
- payment of the IPO Acquisition Fee to the Manager;
- payment of the Italy Management Fee upfront to the Third Party AIFM covering a period of 21 months from the Listing Date;
- payment of transaction costs incurred in relation to the Offering and acquisition of the Properties¹; and
- working capital.

The following table, included for the purpose of illustration, sets out the intended sources and applications of the total proceeds from the Offering, and the issuance of the LLT Sub-Trust Units, the Cornerstone Units and the IPO Acquisition Fee Units, as well as the amount drawn down from the Facilities.

¹ Transaction costs incurred in relation to the acquisition of the Properties include transfer taxes (e.g. 2.0% mortgage and cadastral taxes and VAT for the acquisition of the Milan Property).

Based on the Offering Price, assuming that the Over-Allotment Option is not exercised:

Sources	(S\$'000)	Uses	(S\$'000)
Offering	340,978	Acquisition of the Properties	1,397,229 ⁽¹⁾
LLT Sub-Trust Units	279,961	Stamp Duty & other acquisition costs	64,524 ⁽²⁾
IPO Acquisition Fee Units	7,522	Transaction costs	53,385 ⁽³⁾
Cornerstone Units	399,331	Acquisition Fee	11,526 ⁽⁴⁾
Debt Facilities	533,922	Italy Management Fee	1,226 ⁽⁵⁾
		Working capital	33,824
Total	1,561,714	Total	1,561,714

Notes:

- (1) Acquisition of the Properties takes into account Incentive Amounts received from the Singapore Property Vendor and is net of the cash received from Milan Property Vendor amounting to S\$3.1 million in relation to advanced collection of lease rental income for the Milan Property. Part of the gross proceeds raised from the Offering and the issuance of the LLT Sub-Trust Units and the Cornerstone Units, as well as the debt amount drawn down from the Facilities, will be used to repay the Joint Bookrunners who may pre-fund Lendlease Global REIT and used by Lendlease Global REIT to finance the acquisition of the Milan Property. Due to the mechanisms for the settlement of the acquisition, the purchase price for such acquisition is expected to be released prior to the settlement for the Milan Property Vendor to be able to receive the purchase price on the date of completion of the acquisition.
- (2) Includes Singapore stamp duty and the Italian mortgage and cadastral taxes.
- (3) Transaction costs include expenses incurred in relation to the acquisition of the IPO Properties, transaction costs for the Offering and upfront debt-related transaction costs of approximately S\$21.3 million for the Facilities, of which up to S\$9.9 million would be received by the Sole Financial Adviser and Issue Manager.
- (4) Acquisition fee of 1.0% of the acquisition price of the Milan Property and 0.75% of the acquisition price of the Singapore Property will be paid to the Manager in cash and Units respectively on or after the Listing Date.
- (5) 21 months of prepaid Italy Management Fee of approximately S\$1.2 million will be incurred.

For the avoidance of doubt, the total cash proceeds raised from the Offering, and the issuance of the LLT Sub-Trust Units and the Cornerstone Units will not be used towards repayment of the debt amount drawn down from the Facilities. The Manager will make periodic announcements on the utilisation of the net proceeds from the Offering and the issuance of the LLT Sub-Trust Units and Cornerstone Units via SGXNET as and when such funds are materially utilised. The actual use of such proceeds will be disclosed in the annual report of Lendlease Global REIT.

LIQUIDITY

As at the Listing Date, Lendlease Global REIT is expected to have an available cash balance of approximately S\$33.8 million based on the Offering Price. The Manager believes that this cash balance, the cash flows expected to be generated from operations and working capital facilities to be put in place post-Listing, will be sufficient for Lendlease Global REIT's working capital requirements over the next 12 months following the Listing Date.

OWNERSHIP OF THE UNITS

EXISTING UNITS

On 28 January 2019, upon the constitution of Lendlease Global REIT, one Unit was issued to a fund managed by the Sponsor Group (“**Initial Unitholder**”) at an issue price of S\$1.00. On 29 January 2019, 100 Units were issued to the Initial Unitholder at an issue price of A\$100.00 per Unit. On 15 February 2019, two Units were issued to the Initial Unitholder at an issue price of S\$1.00 per Unit. On 21 August 2019, the Initial Unitholder transferred all of the 103 Units in issue to LLT Sub-Trust and on 9 September 2019, 100 Units were redeemed at A\$100.00 per Unit. As at the date of this Prospectus, LLT Sub-Trust holds a total of three Units. Save for the above, there are no other Units in issue as at the date of this Prospectus.

PRINCIPAL UNITHOLDERS OF LENDLEASE GLOBAL REIT AND THEIR UNITHOLDINGS

The total number of Units in issue immediately after completion of the Offering and issuance of the IPO Acquisition Fee Units will be 1,167,946,000 Units.

The following table sets out the principal Unitholders of Lendlease Global REIT and their Unitholdings immediately upon completion of the Offering and the issuance of the LLT Sub-Trust Units, the Cornerstone Units and the IPO Acquisition Fee Units:

	Units in issue immediately before the issue of the Offering Units		Units in issue after the Offering (assuming that the Over-Allotment Option is not exercised)		Units in issue after the Offering (assuming that the Over-Allotment Option is exercised in full)	
		(%)		(%)		(%)
LLT Sub-Trust ⁽¹⁾	3	100.0	318,138,000	27.2	284,041,000	24.3
Manager	–	–	8,548,000	0.7	8,548,000	0.7
Cornerstone Investors	–	–	453,785,013	38.9	453,785,013	38.9
Public and institutional investors	–	–	387,474,987	33.2	421,571,987	36.1
TOTAL	3	100.0	1,167,946,000	100.0	1,167,946,000	100.0

Note:

(1) Lendlease Trust, being the ultimate holding entity of LLT Sub-Trust, is deemed to have an interest in the Units held by LLT Sub-Trust.

LOCK-UPS

Each of Lendlease Responsible Entity Limited (in its capacity as responsible entity for Lendlease Trust); and Lendlease SREIT Pty Limited (in its capacity as trustee of LLT Sub-Trust) has agreed to (i) a lock-up arrangement during the First Lock-up Period in respect of its direct and indirect effective interest in the Lock-up Units, and (ii) a lock-up arrangement during the Second Lock-up Period in respect of its direct and indirect effective interest in 50.0% of the relevant Lock-up Units, subject to certain exceptions. This lock-up arrangement will therefore apply to the subscription by LLT Sub-Trust under the LLT Sub-Trust Subscription Agreement.

The Manager has also undertaken not to offer, issue, contract to issue any Units, or make any announcements in connection with any of the foregoing transactions, during the First Lock-up

Period, subject to certain exceptions. For the avoidance of doubt, notwithstanding the above, 100% of the IPO Acquisition Fee Units held by the Manager may not be sold within one year from the date of their issuance.

The Cornerstone Investors are not subject to any lock-up restrictions in respect of their Unitholdings.

(See “Plan of Distribution – Lock-up Arrangements” for further details.)

SUBSCRIPTION BY LLT SUB-TRUST

Concurrently with, but separate from the Offering, LLT Sub-Trust, an indirectly wholly-owned sub-trust of Lendlease Trust, has entered into the LLT Sub-Trust Subscription Agreement to subscribe for 318,137,997 Units at the Offering Price (assuming the over-Allotment option is not exercised), which (together with the Initial Units) is equivalent to approximately 27.2% of the total number of Units in issue as at the Listing Date (assuming the over-Allotment option is not exercised), conditional upon the Underwriting Agreement having been entered into, and not having been terminated, pursuant to its terms on or prior to the Settlement Date. Together with the IPO Acquisition Fee Units, the Lendlease Group will have an interest in approximately 28.0% of the total number of Units in issue as at the Listing Date (assuming the over-Allotment option is not exercised).

SUBSCRIPTION BY THE CORNERSTONE INVESTORS

In addition, concurrently with, but separate from the Offering, each of the Cornerstone Investors has entered into separate subscription agreements with the Manager to subscribe for an aggregate of 453,785,013 Units at the Offering Price, conditional upon the Underwriting Agreement having been entered into, and not having been terminated, pursuant to its terms on or prior to the Settlement Date.

The Cornerstone Investors may subscribe for Units in the Offering.

In the event that any one or more of the Cornerstone Investors fails to subscribe for and pay for the Cornerstone Units which they have committed to subscribe, the Offering will still proceed and subscribers of the Units to be issued under the Offering will still be required to pay for and complete their subscriptions of Units pursuant to the Offering.

Information on the Cornerstone Investors

AEW Asia Pte Ltd

AEW, in its capacity as investment advisor, has entered into a cornerstone subscription agreement with the Manager on behalf of various clients. AEW and its affiliates actively manage direct and listed property in North America, Europe and Asia, with primary offices in Boston, Los Angeles, London, Singapore and Hong Kong.

Asdew Acquisitions Pte Ltd

Asdew Acquisitions Pte Ltd is an investment company incorporated in Singapore in 1999 which is predominantly owned by Mr Wang Yu Huei.

It invests mostly in listed equities, fixed income products and real estate products.

BlackRock, Inc.

Funds and accounts under management by the investment management subsidiaries of BlackRock, Inc.

DBS Bank Ltd. (on behalf of certain wealth management clients)

DBS is a leading financial services group in Asia with a presence in 18 markets. Headquartered and listed in Singapore, DBS is in three key Asian axes of growth: Greater China, Southeast Asia and South Asia. The bank's "AA-" and "Aa1" credit ratings are among the highest in the world.

Recognised for its global leadership, DBS has been named "World's Best Bank" by Euromoney, "Global Bank of the Year" by The Banker and "Best Bank in the World" by Global Finance. The bank is at the forefront of leveraging digital technology to shape the future of banking, having been named "World's Best Digital Bank" by Euromoney. In addition, DBS has been accorded the "Safest Bank in Asia" award by Global Finance for ten consecutive years from 2009 to 2018.

In 2018, DBS Private Bank was also awarded "Best Private Bank in Asia Pacific" by Global Finance and "Best Private Bank for Innovation" by PWM/The Banker, cementing its position as a leading wealth manager in Asia. DBS has approximately S\$220 billion in wealth assets under management as of FY2018.

The bank has entered into the cornerstone subscription agreement, on behalf of certain of its wealth management clients, to subscribe for the Units. The Units will be held in custody by DBS Nominees (Pte) Ltd, on behalf of such clients. DBS Nominees (Pte) Ltd acts as a custodian for these Units and neither DBS Nominees (Pte) Ltd nor DBS Bank Ltd. has any beneficial interest in the Units allotted under the cornerstone subscription agreement.

DBS Vickers Securities (Singapore) Pte. Ltd. (on behalf of certain corporate clients)

DBS Vickers, a wholly owned subsidiary of DBS Bank is a securities and derivatives brokerage firm headquartered in Singapore with offices in Hong Kong, Indonesia, Thailand, Malaysia, the United States and the United Kingdom which provides retail, institutional and online broking services and solutions. DBS Vickers has entered into the cornerstone subscription agreement, on behalf of certain of its clients, to subscribe for the Units. DBS Vickers does not have a beneficial interest in the Units allotted under the said cornerstone subscription agreement.

Fullerton Fund Management Company Ltd.

Fullerton, acting as a manager for and on behalf of certain funds and investment accounts under its management, has agreed to participate in the IPO and invest in the Cornerstone Units for the account of those funds and investment accounts as cornerstone investors.

Fullerton is an Asia-based investment specialist, with capabilities that span equities, fixed income, multi-asset and alternatives, including private equity.

Fullerton was incorporated in Singapore in 2003 and is a subsidiary of Temasek Holdings (Private) Limited. NTUC Income Insurance Co-operative Limited, a leading Singapore insurer, became its minority shareholder in 2018.

Headquartered in Singapore, Fullerton also has associated offices in Shanghai, London, Tokyo and Brunei. Fullerton is licensed under the Securities and Futures Act and regulated by the Monetary Authority of Singapore.

Lion Global Investors Limited

Lion Global Investors, acting solely in its capacity as investment manager for and on behalf of its funds and/or clients, entered into a cornerstone subscription agreement with the Manager. Lion Global Investors, one of the largest asset management companies in Southeast Asia, is 70.0% owned by Great Eastern Holdings Limited and 30.0% owned by Orient Holdings Private Limited,

a wholly-owned subsidiary of Oversea-Chinese Banking Corporation Limited. As of 30 June 2019, Lion Global Investors has a strong team of more than 40 fund managers and analysts averaging over 16 years of financial industry experience. Lion Global Investors' core competency is in managing Asian fixed income, Asian equity and Asian multi-asset strategies (absolute and relative basis) for institutional and retail investors. With S\$56.6 billion of assets under management (as of 30 June 2019), Lion Global Investors' clients include government, government-linked corporations, companies, charitable organisations and individual investors.

Moon Capital

Moon Capital Partners Master Fund Ltd. and Moon Capital Performance Plus Master Fund Ltd. are private investment funds managed by Moon Capital Management LP, an equity-focused independent global investment management firm founded in April 2005 with offices in New York and Singapore.

Nikko Asset Management Asia Limited

Nikko Asset Management is part of one of Asia's largest asset managers, providing high-conviction, active fund management across a range of equity, fixed income, multi-asset and alternative strategies and its complementary range of passive strategies covers more than 20 indices and includes some of Asia's largest exchange-traded funds. The Nikko Asset Management group has US\$224 billion in assets under management (consolidated assets under management and sub-advisory of Nikko Asset Management group and its subsidiaries as of 30 June 2019). Headquartered in Asia since 1959, the group represents nearly 200 investment professionals (including employees of the Nikko Asset Management group and its subsidiaries as of 30 June 2019) and over 30 nationalities across 11 countries. More than 300 banks, brokers, financial advisors and life insurance companies around the world distribute the company's products.

Principal Asset Management (S) Pte Ltd

Principal Singapore was incorporated in Singapore on 18 May 2006 and is wholly owned by Principal Asset Management Berhad; a joint venture between Principal Financial Group, a member of the FORTUNE 500 and a Nasdaq-listed global financial services and CIMB Group Holdings Berhad, one of Southeast Asia's leading universal banking groups.

Principal Singapore is the centre of excellence for investment management for the Principal Asset Management group of companies in managing Asian (ex-Japan) Equities strategies, both conventional and Islamic. It is a licensed fund manager regulated by the Monetary Authority of Singapore.

Soon Lee Land Pte. Ltd.

Soon Lee Land Pte. Ltd. is the investment arm of Sin Soon Lee Realty Co. Pte. Ltd.

The latest condominium projects of the group include Stratum (completed by Elitist Development Pte. Ltd.) and the upcoming The Landmark, located near Chinatown.

Additionally, from the mid 70's to present, projects undertaken by the group include Shun Li Industrial Park, Secom Centre, Enterprise Centre, The Spire, Prestige, Unity Centre, Enterprise Hub, Splendor, The Elitist, WCEGA Plaza and WCEGA Tower. During this time, the group was also involved in the public housing market. Several of the more prominent public developments namely, Bras Basah Complex, Zhujiao Centre, Cheng Yan Court, Crawford Centre, Redhill & Henderson Redevelopment, St. George's Estate, Ang Mo Kio New Town, Chin Swee Estate Redevelopment

Precinct South, Bedok New Town & Swimming Complex, Hougang New Town, Braddell View, Pine Grove and Marine Parade Terrace still remains today.

The Segantii Asia-Pacific Equity Multi-Strategy Fund

The Segantii Asia-Pacific Equity Multi-Strategy Fund invests in Asia-Pacific and global markets. Segantii Capital Management Limited, a Hong Kong based fund manager established in 2007 and licensed with the Hong Kong Securities and Futures Commission, acts as the Investment Adviser to the Segantii Asia-Pacific Equity Multi-Strategy Fund.

TMB Asset Management Co., Ltd.

TMBAM was established in Thailand on 16 October 1996 by a consortium of shareholders led by TMB Bank Public Company Limited, with an objective of providing quality financial investment products to the public. TMBAM's business is based on the principles of innovation, transparency, and independence.

On 27 September 2018, Prudential Corporation Asia Limited has finalised the acquisition of 65 percent of TMB Asset Management Co., Ltd. from TMB Bank Public Company Limited. This partnership along with the investment expertise of Eastspring Investments, the Asian asset management business of Prudential plc reinforces TMBAM distribution, product development, and world-class investment solutions. Since 21 January 2019, TMBAM has been rebranded as TMBAM Eastspring.

TMBAM's core business is to provide fund management services under the supervision of the Securities and Exchange Commission of Thailand. TMBAM provides services within four main business segments, namely, mutual funds, private funds, provident funds, and property fund management. As of 30 June 2019, TMBAM has more than Baht 457 billion of assets under management.

SUBSCRIPTION FOR RESERVED UNITS

13,000,000 Units have been reserved under the Placement Tranche for subscription by the directors, management, employees and business associates of the Sponsor and its subsidiaries. (See "Plan of Distribution" for further details.)

SUBSCRIPTION BY THE DIRECTORS

The directors of the Manager (the "**Directors**", and each a "**Director**") may subscribe for Units under the Public Offering and/or the Placement Tranche. Save for the Manager's internal policy which prohibits the directors of the Manager from dealing in the Units at certain times, there is no restriction on the directors of the Manager disposing of or transferring all or any part of their Unitholdings. (See "The Manager and Corporate Governance – Corporate Governance of the Manager – Dealings in Units" for further details.)

SUBSCRIPTION BY RELATED ENTITIES AND THE JOINT BOOKRUNNERS

Entities within the Lendlease Group (including funds managed by such entities) as well as the Joint Bookrunners and/or each of their affiliates may subscribe for Units under the Public Offering and/or the Placement Tranche.

DISTRIBUTIONS

DISTRIBUTION POLICY

Lendlease Global REIT's distribution policy is to distribute 100.0% of Lendlease Global REIT's adjusted net cashflow from operations for the period from the Listing Date to the end of Projection Year 2021. Thereafter, Lendlease Global REIT intends to distribute at least 90.0% of its adjusted net cashflow from operations for each financial year. The actual level of distribution will be determined at the Manager's discretion. The actual proportion of adjusted net cashflow from operations distributed to Unitholders beyond the end of Projection Year 2021 may be greater than 90.0% to the extent that the Manager believes it to be appropriate, having regard to Lendlease Global REIT's funding requirements, other capital management considerations and the overall stability of distributions.

The Manager also has the discretion to distribute any additional amounts (including capital). In determining whether to distribute additional amounts (including capital), the Manager will consider a range of factors including but not limited to Lendlease Global REIT's funding requirements, its financial position, its growth strategy, compliance with relevant laws, regulations and covenants, other capital management considerations, the overall suitability of distributions and prevailing industry practice.

For these purposes, and under the terms of the Trust Deed, as long as Lendlease Global REIT is listed, the Manager shall make regular distributions of the income of Lendlease Global REIT which shall be equal to "**Distribution Amount**" for the relevant distribution period (the "**Distribution Period**") calculated in accordance with the following formula:

$$DA = NTI + I + E + C$$

Where:

- "DA" : is the Distribution Amount for that Distribution Period;
- "NTI" : the Net Taxable Income for the Distribution Period determined by the Manager less an amount equal to so much of the Net Taxable Income for that Distribution Period directly assessed to Tax on the Trustee and in respect of which Tax has been paid or is payable by the Trustee;
- "I" : the difference between the NTI as agreed between the Manager and the IRAS for the preceding Financial Year in which the Distribution Period occurs and the NTI (as distributed) for that preceding Financial Year (which may be a positive or negative amount) for the purpose of determining the Distribution Amount for the Distribution Period ending immediately after the agreement between the IRAS and the Manager is reached;
- "E" : is any amount of Net Tax-Exempt Income which the Manager has determined (prior to the end of the financial year) in its absolute discretion is to be distributed; and
- "C" : is any additional amount (which may be a negative amount) which the Manager has determined (prior to the end of the Distribution Period) in its absolute discretion is to be distributed (or, as the case may be, retained) or if thought fit by the Manager, to be transferred to or from an undistributed income reserve account.

Such additional amounts which the Manager may adjust for to arrive at the Distribution Amount for a Distribution Period include but are not limited to adjustments which are charged or credited to the consolidated profit or loss account of Lendlease Global REIT for the relevant financial year or the relevant distribution period (as the case may be), including (i) unrealised income, including property revaluation gains, and reversals of impairment provisions, (ii) deferred tax charges/credits (as deemed appropriate by the Manager), (iii) negative goodwill, (iv) differences between cash and accounting finance costs, (v) realised gains/(losses) on the disposal of properties and disposal/settlement of financial instruments, (vi) the portion of the Management Fee, the Acquisition Fee, Divestment Fee, Development Management Fee, fees payable to the Asset Managers (where applicable) and the property management fees payable to the Property Managers (where applicable) that is paid or payable, directly or indirectly, in the form of Units, (vii) costs of any public or other offering of Units or convertible instruments that are expensed but are funded by proceeds from the issuance of such Units or convertible instruments, (viii) depreciation and amortisation in respect of the Properties and their ancillary machines, equipment and other fixed assets, (ix) adjustment for amortisation of leasing incentives, (x) adjustment for straight lining of rental increases, and (xi) other cash and non-cash adjustments (as deemed appropriate by the Manager in consultation with the auditors and/or tax advisers).

And:

“Net Taxable Income” in relation to any Distribution Period, means the net income of Lendlease Global REIT for that Distribution Period determined in accordance with the principles applicable under the Income Tax Act, Chapter 134 of Singapore (the **“Income Tax Act”**);

“Net Tax-Exempt Income” in relation to any Distribution Period, means the amount of the Tax-Exempt Income for that Distribution Period after deducting applicable expenses of Lendlease Global REIT; and

“Tax” means any income tax, GST, duty and any other taxes, duties, levies, imposts, deductions and charges and any interest, penalties or fines imposed in connection with any of them.

FREQUENCY OF DISTRIBUTIONS

After Lendlease Global REIT is admitted to the Main Board of the SGX-ST, it will make distributions to Unitholders on a semi-annual basis, with the amount calculated as at 30 June and 31 December each year for the six-month period ending on each of the said dates. Lendlease Global REIT's First Distribution will be for the period from the Listing Date to 31 December 2019 and will be paid by the Manager on or before 31 March 2020. Subsequent distributions will take place on a semi-annual basis. The Manager will endeavour to pay distributions no later than 90 days after the end of each distribution period.

Lendlease Global REIT's primary sources of liquidity for the funding of distributions, servicing of debt, payment of non-property expenses and other recurring capital expenditures will be the receipts of rental income and borrowings, where appropriate.

Under the Property Funds Appendix, if the Manager declares a distribution that is in excess of profits, the Manager should certify, in consultation with the Trustee, that it is satisfied on reasonable grounds that, immediately after making the distribution, Lendlease Global REIT will be able to fulfil, from the Deposited Property, the liabilities of Lendlease Global REIT as they fall due. The certification by the Manager should include a description of the distribution policy and the measures and assumptions for deriving the amount available to be distributed from the Deposited Property. The certification should be made at the time the distribution is declared.

DISTRIBUTION CURRENCY

Distributions will be declared in Singapore dollars.

EXCHANGE RATE INFORMATION

The tables below set forth, for the period from January 2014 to the Latest Practicable Date, information concerning the exchange rates between Singapore dollars and EUR (in Singapore dollar per EUR). The exchange rates were based on the average between the bid and offer rates of the currency as obtained from Bloomberg L.P.⁽¹⁾. No representation is made that the EUR amounts actually represent such Singapore dollar amounts or could have been or could be converted into Singapore dollars at the rates indicated, at any other rate, or at all. The exchange rates set out below are historical rates for illustrative purposes only and no representation is made regarding any trends in exchange rates.

Period ended	EUR: SGD ⁽¹⁾		
	Average	High	Low
2014	1.683	1.762	1.604
2015	1.526	1.639	1.446
2016	1.528	1.577	1.486
2017	1.559	1.622	1.484
2018	1.592	1.644	1.548
January 2019	1.549	1.563	1.539
February 2019	1.536	1.547	1.531
March 2019	1.530	1.540	1.521
April 2019	1.523	1.529	1.517
May 2019	1.533	1.544	1.522
June 2019	1.539	1.546	1.530
July 2019	1.527	1.530	1.520
August 2019	1.541	1.555	1.524
September 2019 ⁽²⁾	1.526	1.528	1.524

Notes:

(1) **Source:** Bloomberg L.P. Bloomberg L.P. has not provided its consent, for the purposes of Section 249 of the SFA (read with Section 302(1) of the SFA), to the inclusion of the exchange rates quoted above in this Prospectus and therefore is not liable for such information under Sections 253 and 254 of the SFA (read with Section 302(1) of the SFA). While the Manager has taken reasonable action to ensure that the information from the above exchange rates published by Bloomberg L.P. is reproduced in its proper form and context, and that the information is extracted accurately and fairly, neither the Manager, the Joint Bookrunners nor any other party has conducted an independent review of the information contained in such report or verified the accuracy of the contents of the relevant information.

(2) Until the Latest Practicable Date.

EXCHANGE CONTROLS

Italy

Currently, no exchange control restrictions exist in Italy. The Euro has been, and in general is, freely convertible.

CAPITALISATION AND INDEBTEDNESS

The following table sets forth the pro forma capitalisation of Lendlease Global REIT as at the Listing Date and after application of the total proceeds from the Offering, the LLT Sub-Trust Units, the Cornerstone Units and the IPO Acquisition Fee Units. The information in the table below should be read in conjunction with “Use of Proceeds”.

Based on the Offering Price:

	(S\$'000)
Borrowings	533,922
Units in issue	1,027,792
Total Capitalisation	1,561,714

INDEBTEDNESS

As at the Listing Date, the Lendlease Global REIT Group will have in place an aggregate amount of S\$533.9 million equivalent of debt facilities (previously defined as the “**Facilities**”) from the Lenders set out in the table below.

Facilities

Facility	Lender(s)	Principal Amount (S\$ million)	Drawn Amount (S\$ million)	Remaining Term (Years)
Unsecured debt facilities consisting of a 3-year S\$99.3 million term loan and a 4-year €285.0 million term loan	Citibank N.A., Singapore Branch, Commonwealth Bank of Australia, Singapore Branch, DBS Bank Ltd.	533.9	533.9	3.0 and 4.0 years

Financial covenants

The Facilities contain covenants which are typical for financings of such nature. The material covenants require, *inter alia*, that Lendlease Global REIT maintains:

- (i) a minimum Deposited Property interest coverage ratio of 2.0 times at the end of each financial quarter;
- (ii) the ratio of total unencumbered debt to total unencumbered assets on a consolidated basis is not to exceed 50%; and
- (iii) a maximum Aggregate Leverage as permitted under the CIS Code.

The Facilities also contain certain change of control covenants that require the Manager, and the Singapore Property Manager, to remain (direct or indirect) subsidiaries of the Sponsor, a breach of which may result in a mandatory prepayment event under the Facilities.

The Facilities will be fully drawn as at the Listing Date to finance the acquisition of the IPO Portfolio. As at the Listing Date, Lendlease Global REIT is expected to have gross borrowings of approximately S\$533.9 million with an Aggregate Leverage of approximately 36.4%. The weighted average remaining tenor of the Facilities is approximately 3.8 years.

The interest payable on the Facilities is on a floating rate basis. Lendlease Global REIT intends to enter into hedging transactions to ensure at least 50% of debt outstanding under the Facilities is hedged to fixed interest rates.

The Manager will put in place working capital facilities post-Listing, which will be available for working capital and general corporate purposes of Lendlease Global REIT Group.

Rule 728 Undertaking

For the purposes of Rule 728 of the Listing Manual, each of the Sponsor and Lendlease Trust has provided an undertaking to the Manager and the Trustee that, for so long as the Sponsor is a controlling shareholder of the Manager and/or Lendlease Trust is a controlling unitholder of Lendlease Global REIT, each of the Sponsor and Lendlease Trust will notify the Manager and the Trustee as soon as it becomes aware of the details of:

- (i) any unit or share pledging arrangement (or other arrangements having similar legal or economic effect) relating to all or any of the unitholding interests in Lendlease Global REIT or shareholding interests in the Manager held directly or indirectly by Lendlease Trust or the Sponsor, as the case may be; and
- (ii) any event which may result in a breach of the terms of debt securities and loan agreements of Lendlease Global REIT and/or its subsidiaries.

UNAUDITED PRO FORMA CONSOLIDATED BALANCE SHEET AS AT THE LISTING DATE

The Manager is unable to prepare pro forma statements of profit or loss, cash flows and balance sheets for the latest three financial years of the Lendlease Global REIT Group to show the pro forma historical financial performance of the Lendlease Global REIT Group for the following reasons:

- **Third party vendors and fund investors not willing to provide necessary representations and warranties**

In order to prepare the historical pro forma financial information of the Lendlease Global REIT Group to be included in the Prospectus, the historical financial information relating to the IPO Portfolio must not only be audited or reviewed and prepared, but the vendors would also need to provide representations and warranties to the Manager which will in turn make the same representations and warranties to the Reporting Accountants of the Lendlease Global REIT Group, KPMG LLP, on the accuracy of the underlying historical financials and operating data relating to the IPO Portfolio.

The IPO Portfolio will consist of two properties, of which the Milan Property is being acquired from a third party vendor and the Singapore Property is held jointly and indirectly by a member of the Sponsor Group (25% interest) and a fund, ARIF1 (75% interest), which is managed by the Sponsor Group on behalf of investors, the majority of whom are third party investors as at 31 July 2019¹. While the Lendlease Group has a stake in ARIF1, as at 31 July 2019, its stake constitutes a minority interest and it is not the single largest investor in the fund:

- The Milan Property (which comprises approximately 28.5% of the IPO Portfolio by valuation and 34.9% of the IPO Portfolio based on the forecast Net Property Income for the Forecast Year 2020) will be acquired from Sviluppo Comparto 3 S.r.l., a third party vendor (the “**Milan Property Vendor**”), with a member of the Sponsor Group being the broker for the transaction. As the sale and purchase transaction in relation to the Milan Property will involve a sale of the asset (rather than the asset holding entity), in respect of the financial information relating to the Milan Property, the Milan Property Vendor is not contractually obliged to provide any representations and warranties regarding the accuracy of the underlying historical financials and operating data in relation to the Milan Property. Beyond what they are obliged to provide for an asset sale, the Milan Property Vendor is under no obligation to verify and back up the historical pro forma financial information in relation to the Milan Property in the Prospectus notwithstanding that the Sponsor Group brokered the transaction.
- The Singapore Property (which comprises approximately 71.5% of the IPO Portfolio by valuation and 65.1% of the IPO Portfolio based on the forecast Net Property Income for the Forecast Year 2020) is currently directly held by the Singapore Property Vendor, with 75% of the effective interest in the Singapore Property held by ARIF1, a fund which is managed by a member of the Sponsor Group and in which the Lendlease Group has a minority stake of approximately 14.4% as at 31 July 2019¹, with the remaining 25% of the effective interest in the Singapore Property held by a member of the Sponsor Group as a co-investor.

¹ As at 8 August 2019, the Lendlease Group has acquired interests in ARIF1 from certain third party investors to facilitate the acquisition of the Singapore Property by Lendlease Global REIT. As at 8 August 2019, the Lendlease Group holds approximately 48.7% in ARIF1.

While the Sponsor would have access to the historical financials and operating data in relation to the Singapore Property by virtue of its existing 25% interest as co-investor, as at 31 July 2019 it only holds a minority interest in the Singapore Property as a co-investor with ARIF1, and it would be onerous for it to provide the necessary representations and warranties for the Singapore Property as a whole as the historical pro forma financial information would have to be based off the financials for the entire property in respect of which the Sponsor is only a minority owner as at 31 July 2019.

- **Financial information required for preparation of historical pro forma financial information for the Milan Property is not available and vendors of IPO Portfolio not contractually obliged to provide access**

The historical pro forma financial information for the Milan Property (comprising approximately 28.5% of the IPO Portfolio by valuation and 34.9% of the IPO Portfolio based on the forecast Net Property Income for the Forecast Year 2020) cannot be prepared as the historical financial information required for such preparation is not available.

As the Milan Property will involve an asset sale rather than a sale of interest in the asset holding entities, the Milan Property Vendor is not contractually obliged to provide, and has not provided, access to its historical accounting records for an audit or review by the Reporting Accountants, which would be required in order to prepare the historical pro forma financial information. Given the above, the historical financial information required for the Manager to prepare the historical pro forma financial information in relation to the Milan Property is not available.

Similarly, the Singapore Property will also involve an asset sale and the Singapore Property Vendor would not be contractually obliged to provide access to the historical accounting records. While the Sponsor would have access to the historical financials and operating data in relation to the Singapore Property by virtue of its existing 25% interest as co-investor, as mentioned above, as at 31 July 2019, ARIF1 is majority owned by third party investors and notwithstanding that it is managed by the Sponsor Group, ARIF1 cannot be compelled by the Sponsor Group to provide the necessary representations and warranties on the historical financial information for the Singapore Property which are required in order to prepare the historical pro forma financial information for the Singapore Property.

- **Historical pro forma financial information for just the Singapore Property is not representative of the IPO Portfolio**

Even if the necessary representations and warranties on the historical financial information for the Singapore Property is provided by the vendor, the Milan Property would make up a very significant part of the IPO Portfolio, comprising approximately 28.5% of the IPO Portfolio by valuation and 34.9% of the IPO Portfolio based on the forecast Net Property Income for the Forecast Year 2020.

For the reasons stated above, the Lendlease Global REIT Group is not required to prepare historical pro forma statements of profit or loss, cash flows and balance sheet for the latest three financial years of the Lendlease Global REIT Group, subject to the inclusion of the following in this Prospectus:

- an unaudited pro forma consolidated balance sheet as at the Listing Date;
- a profit forecast for Forecast Year 2020;
- a profit projection for Projection Year 2021; and

- full disclosure of the reasons that historical pro forma financial information cannot be provided for the latest three financial years of the Lendlease Global REIT Group.

The Reporting Accountants have confirmed that it would be more meaningful to present the Profit Forecast for the Forecast Year, with the assumption that the financial results of the Properties should only be accounted after the acquisition of these Properties on the Listing Date because (i) prior to the Listing Date, Lendlease Global REIT is inactive, and (ii) the actual financial results of the Properties will only commence after the date of acquisition of these Properties (being also the Listing Date). Therefore, the proposed Forecast Period is more reflective of the actual course of events for the Listing of Lendlease Global REIT.

Unaudited Pro Forma Consolidated Balance Sheet as at the Listing Date

	As at the Listing Date S\$'000
Non-current assets	
Investment properties	1,402,313
Other receivables	20,265
Prepayments	525
	<u>1,423,103</u>
Current assets	
Other receivables	8,240
Prepayments	701
Cash and cash equivalents	33,824
	<u>42,765</u>
Total assets	<u>1,465,868</u>
Unitholders' funds	
Units in issue	1,027,792
Unit issue costs	(29,566)
Retained earnings	(48,230)
Total unitholders' funds	<u>949,996</u>
Current liabilities	
Deferred income	3,083
	<u>3,083</u>
Non-current liabilities	
Loans and borrowings	512,789
	<u>512,789</u>
Total liabilities	<u>515,872</u>
Total unitholders' funds and liabilities	<u>1,465,868</u>
Net assets attributable to Unitholders	<u>949,996</u>
Units in issue ('000)	<u>1,167,946</u>
Net asset value per Unit (S\$)	<u>0.8134</u>

Note: Based on the Offering Price of S\$0.88 per Unit, and assuming that the IPO Portfolio was purchased on the Listing Date.

PROFIT FORECAST AND PROFIT PROJECTION

Statements contained in the Profit Forecast and Profit Projection section that are not historical facts may be forward-looking statements. Such statements are based on the assumptions set forth in this section of the Prospectus and are subject to certain risks and uncertainties which could cause actual results to differ materially from those forecast and projected. Under no circumstances should the inclusion of such information herein be regarded as a representation, warranty or prediction with respect to the accuracy of the underlying assumptions by any of Lendlease Global REIT, the Sole Financial Adviser and Issue Manager, the Joint Global Coordinators, the Joint Bookrunners, the Trustee, the Sponsor or any other person, or that these results will be achieved or are likely to be achieved. (See “Forward-looking Statements” and “Risk Factors” for further details.) Investors in the Units are cautioned not to place undue reliance on these forward-looking statements which are made only as at the date of this Prospectus.

None of Lendlease Global REIT, the Manager, the Trustee, the Sponsor, the Sole Financial Adviser and Issue Manager, the Joint Global Coordinators or the Joint Bookrunners guarantee the performance of the Lendlease Global REIT Group, the repayment of capital or the payment of any distributions, or any particular return on the Units. The forecast and projected yields stated in the following table are calculated based on:

- ***the Offering Price; and***
- ***the assumption that the Listing Date is 1 October 2019 and that prior to the Listing Date, the Lendlease Global REIT Group is inactive.***

Such yields will vary accordingly if the Listing Date is not 1 October 2019, or for investors who purchase Units in the secondary market at a market price that differs from the Offering Price. For the avoidance of doubt, Unitholders shall only be entitled to any distributions of the Lendlease Global REIT Group that accrue after the Listing Date.

The following table shows the Lendlease Global REIT Group’s Statements of Profit or Loss for the Forecast Year 2020 and the Projection Year 2021. For the purposes of the Forecast Year 2020, the forecast presented assumes that operations commence from 1 October 2019 to the end of the financial year. The financial year end of Lendlease Global REIT is 30 June. The Profit Forecast and Profit Projection may be different to the extent that the actual date of issuance of Units is other than on 1 October 2019, being the assumed date of the issuance of Units for the Offering. The Profit Forecast and Profit Projection are based on the assumptions set out below and have been examined by the Reporting Accountants, being KPMG LLP, and should be read together with the “Reporting Accountants’ Report on the Profit Forecast and Profit Projection” set out in Appendix A, as well as the assumptions and the sensitivity analysis set out in this section of the Prospectus.

Forecast and Projected Statements of Profit or Loss for the Lendlease Global REIT Group

The forecast and projected statements of profit or loss for the Lendlease Global REIT Group are as follows:

	Forecast Year 2020 S\$'000	Projection Year 2021 S\$'000
Gross Revenue	64,142	87,707
Property operating expenses	(16,244)	(21,922)
Net Property Income	47,898	65,785
Manager's Base Fee	(2,774)	(3,703)
Manager's Performance Fee	(2,395)	(3,289)
Trustee's fee	(165)	(220)
Other trust expenses	(1,125)	(1,545)
Other management fees	(525)	(701)
Finance costs ⁽¹⁾	(8,115)	(10,847)
Profit before tax and fair value change in investment properties	32,799	45,480
Net change in fair value of investment properties ⁽²⁾	(48,230)	–
(Loss)/Profit before tax	(15,431)	45,480
Tax expense	(136)	(374)
(Loss)/Profit after tax attributable to Unitholders before distribution adjustments	(15,567)	45,106
Add: Distribution adjustments ⁽³⁾	60,442	17,587
Amount available for distribution to Unitholders⁽⁴⁾	44,875	62,693
Number of Units outstanding at end of year ('000) ⁽⁵⁾	1,175,447	1,185,641
Distribution rate (%)	100.0	100.0
Distribution per Unit (cents) ⁽⁶⁾	3.82	5.29
Offering Price (S\$/Unit)	0.88	0.88
Distribution yield (%)	5.80 ⁽⁷⁾	6.01

Notes:

- (1) Finance costs comprise interest expense and amortisation of debt-related transaction costs.
- (2) All transaction costs directly attributable to the acquisition of Properties have been capitalised to the book value of the Properties in accordance with IAS 40. This is then translated and recorded as a fair value loss in the profit or loss statement from revaluation of investment properties.
- (3) Comprise 100.0% of the Manager's Base Fee and Performance Fee payable or to be paid in Units for the Forecast Year 2020 and the Projection Year 2021, property management fee payable or to be paid in units, net change in fair value of investment properties, amortisation of debt-related transaction costs, Trustee fee, Italy Management Fee, Incentive Amounts (FY2020: S\$0.8 million; FY2021: S\$2.2 million) and other adjustments related to non-cash or timing differences in income and expenses.

- (4) Comprises capital distribution of S\$1.3 million and S\$2.9 million for Forecast Year 2020 and Projection Year 2021 respectively.
- (5) Includes the IPO Acquisition Fee for the Singapore Property to be paid in the form of Units on Listing Date and the increase in number of Units in issue as a result of the assumed payment of the Singapore Property Manager's fees and the Manager's Base Fee and Performance Fee for the relevant period in the form of Units issued at the Offering Price.
- (6) Assuming a Listing Date of 1 October 2019. For the avoidance of doubt, Unitholders who have subscribed for Units pursuant to the Offering will not be entitled to any distributions made for the period from 28 January 2019 (the date of constitution of Lendlease Global REIT) and ending on the day immediately preceding the Listing Date.
- (7) Annualised by extrapolating from 1 October 2019 to 30 June 2020, for a full 12 months of operating results, since it is assumed that prior to 1 October 2019, the Lendlease Global REIT Group is inactive.

ASSUMPTIONS

The Manager has prepared the Profit Forecast and Profit Projection on the following assumptions. The Manager considers these assumptions to be appropriate and reasonable as at the date of this Prospectus. However, investors should consider these assumptions as well as the Profit Forecast and Profit Projection and make their own assessment of the future performance of the Lendlease Global REIT Group.

Gross Revenue and Net Property Income Contribution of Each Property

The forecast and projected contributions of each of the Properties to Gross Revenue are as follows:

Contribution to Gross Revenue	Forecast Year 2020		Projection Year 2021	
	S\$'000	%	S\$'000	%
Singapore Property	45,610	71.1	62,823	71.6
Milan Property	18,532	28.9	24,884	28.4
IPO Portfolio	64,142	100.0	87,707	100.0

The forecast and projected contributions of each of the Properties to Net Property Income are as follows:

Contribution to Net Property Income	Forecast Year 2020		Projection Year 2021	
	S\$'000	%	S\$'000	%
Singapore Property	31,175	65.1	43,333	65.9
Milan Property	16,723	34.9	22,452	34.1
IPO Portfolio	47,898	100.0	65,785	100.0

Gross Revenue

Gross Revenue comprises:

- Gross Rental Income (including rental derived from office and retail components of the Properties); and
- Other revenue.

In addition, assumptions in relation to vacancy provisions, allowances and leasing incentives and/or abatements have been considered and adjusted where appropriate in arriving at the Gross Revenue.

Gross Rental Income

Gross Rental Income for the IPO Portfolio consists of:

	Forecast Year 2020		Projection Year 2021	
	S\$'000	%	S\$'000	%
Base rent	62,971	98.4	86,897	98.4
Turnover rent	1,018	1.6	1,385	1.6
Gross Rental Income	63,989	100.0	88,282	100.0

Lendlease Global REIT's lease agreements in relation to retail tenants of the Singapore Property are typically for a period of two to four years for specialty leases, which is consistent with the usual market practice for retail space in Singapore. For major tenants, lease tenures can be longer at five years for Singapore leases.

The Milan Property is fully leased to a single tenant with an initial lease for a period of approximately twelve years starting 2008, with an option to renew for another twelve years. As the tenant has waived its right to vacate the property in 2020, the second lease expiry is on 15 May 2032 with a break clause at the end of the eighteenth year (with advance notice to be sent twelve months prior).

The approximate percentage of forecast and projected Gross Rental Income attributable to committed leases (including legally binding letters of offer which have been accepted) for the Properties as at 30 June 2019, are estimated as follows:

Approximate Percentage of Gross Rental Income attributable to committed leases as at 30 June 2019 ⁽¹⁾	Forecast Year 2020	Projection Year 2021
	%	%
Singapore Property	78.6	50.9
Milan Property	100.0	100.0
IPO Portfolio	84.9	65.0

Note:

(1) Turnover rent is excluded from (i) Gross Rental Income attributable to committed leases as at 30 June 2019 for Forecast Year 2020 and Projection Year 2021 and (ii) Gross Rental Income for Forecast Year 2020 and Projection Year 2021.

Base Rent

Base rent refers to rental income received or receivable (before adjusting for leasing incentives such as rent rebates and rent-free periods where applicable and excluding turnover rent).

Base rent includes service charge which is a contribution paid by tenants towards covering the operation and property maintenance expenses of the Properties. The amount of service charge levied on the tenants at each Property is dependent on market rates of comparable properties and/or consideration for actual operating expenses for the Properties.

To forecast and project the base rent for the tenancies of the Properties, the Manager has assumed rents receivable under the contracted and committed leases (including legally binding letters of offer which have been accepted), and expiring leases in the Forecast Year 2020 and Projection Year 2021. For both years, they are assumed to be renewed or replaced based upon the Manager's assumed renewal rent for each lettable area of each of the Properties. The renewal rent is the rent which the Manager believes could be achieved if each lease was renegotiated and is estimated taking into account base rents of committed leases, comparable leases for tenancies that have recently been negotiated, the effect of competing properties, likely market conditions, tenant demand levels and the forecast growth rate (as the case may be).

Turnover Rent

Turnover rent is generally calculated as a pre-determined percentage of the tenant's gross turnover. In some cases, turnover rent may be subject to certain thresholds before it is payable, and the applicable percentage may vary with the turnover achieved. Turnover rent is payable by retail tenants only.

To forecast and project the turnover rent for the retail tenancies of the Properties, the Manager has assumed turnover rents based on historical turnover rent being achieved and taking into account the likely market conditions.

Lease Renewals, Vacancy Allowance and Occupancy Rates

- Expiring leases are assumed to be renewed or replaced based on the Manager's assessment of prevailing, expected market conditions and knowledge of the tenant circumstances.
- For the Singapore Property, a vacancy allowance of one month on average for replacing the expiring leases has been assumed for Forecast Year 2020 and Projection Year 2021.
- The committed occupancy rates for the Properties are assumed as follows:

Committed Occupancy Rates⁽¹⁾	Committed Occupancy Rate as at 30 June 2019	Forecast Committed Occupancy Rate for the Forecast Year 2020⁽²⁾	Forecast Committed Occupancy Rate for the Projection Year 2021⁽²⁾
	%	%	%
Singapore Property	99.6	100.0	100.0
Milan Property	100.0	100.0	100.0
IPO Portfolio	99.9	100.0	100.0

Notes:

- (1) The committed occupancy rates reflects the percentage of NLA of the Property that have tenancies secured for the relevant period/point in time. Hence, the computation excludes the general vacancy downtime of one month which may arise for cases where the tenant has already committed to a lease but has not physically moved into a space as it is still fitting out.
- (2) For the avoidance of any doubt, the forecast committed occupancy rates refer to the assumed committed occupancies each property would achieve for Forecast Year 2020 and Projection Year 2021 and does not represent the actual level of committed occupancies for the respective periods.

Other Revenue

Other revenue comprises car park revenue, other revenue attributable to the operation of the Properties and tenant electricity. The assessment of other revenue is based on existing agreements, historical income earned and the Manager's assumption of future income growth.

Property Operating Expenses

Property operating expenses consist of:

- property management fees;
- property-related taxes; and
- other property operating expenses.

A summary of the assumptions which have been used in calculating the property operating expenses is set out below.

Property management fees

The property management fee is effectively about 2.5% of Gross Revenue of the Lendlease Global REIT Group for the Forecast Year 2020 and Projection Year 2021.

The following property management fees are payable to the respective Property Manager for each property of the Lendlease Global REIT Group under its management:

Singapore

The property management fee for the Singapore Property is charged based on the following formula:

$F = F1 + F2$, where

$F1 = 1.85\%$ of GR; and

$F2 = 1.85\%$ of $(GR - OE - F1)$.

and:

GR = Gross receipts for the Financial Year which refers to all income accruing or resulting from the operation of the Singapore Property for the relevant Financial Year or part thereof, including but not limited to rental income (including turnover rent), rental premiums, licence fees, service charges, advertising and promotion fees and other sums due from tenants, licensees and concessionaires and other income or revenue earned from all rights of occupation or use of the Singapore Property and the proceeds of any payment under any insurance policy against loss of rent or other income arising from the operation of the Singapore Property.

OE = Operating expenses for that Financial Year which refers to all costs and expenses incurred in the operation, maintenance, management, repair and cleaning of the Property.

The Manager has agreed for the Singapore Property Manager to receive 100.0% of its Property Management Fees in respect of the Singapore Property in units for the period after Listing in the Forecast Year 2020 and the Projection Year 2021.

The fee charged by the Singapore Property Manager under the Master Property Management Agreement for properties that are acquired after Listing will be 2.0% per annum of Gross Revenue and 2.0% per annum of Net Property Income before deductions for the property management fee of the relevant property.

Italy

The fees for the Milan Property are charged based on the following, as applicable:

- (i) an initial fee of €15,000;
- (ii) a property management and building management fee of 0.95% per annum of the Gross Rental Income of the Milan Property, subject to a minimum of €90,000;
- (iii) a project management fee of:
 - (a) 5.0% of the cost of the Milan Property Project Cost if the Milan Property Project Cost is €200,000 or below;
 - (b) 3.9% of the Milan Property Project Cost subject to a minimum project management fee of €10,000 if the Milan Property Project Cost is above €200,000 and below €2.0 million; or
 - (c) 3.2% of the Milan Property Project Cost subject to a minimum project management fee of €78,000 if the Milan Property Project Cost is €2.0 million or above;
- (iv) a construction supervision fee of:
 - (a) 3.0% of the cost of the Milan Property Construction Cost if the Milan Property Construction Cost is €200,000 or below;
 - (b) 2.5% of the Milan Property Construction Cost subject to a minimum construction supervision fee of €6,000 if the Milan Property Construction Cost is above €200,000 and below €2.0 million; or
 - (c) 2.0% of the Milan Property Construction Cost subject to a minimum construction supervision fee of €50,000 if the Milan Property Construction Cost is €2.0 million or above.

The Manager has agreed for the Milan Property Manager to receive 100.0% of its property management fees in respect of the Milan Property in cash for the period after Listing in the Forecast Year 2020 and the Projection Year 2021.

(See “Certain Agreements Relating to Lendlease Global REIT and the Properties” for further details.)

Property-related taxes

In relation to the Singapore Property, the Manager has assumed that property tax will remain at approximately 10.0% of the total of base rent, turnover rent, car park income, any income for the Properties that are taxable, income from designated space used by tenants, and that no property tax refund will be given by the tax authorities.

In relation to the Milan Property, the Manager has assumed that the property tax is based on the actual tax for the calendar year of 2018 and escalated based on forecast inflation rate. In Italy, the Municipal Property Tax and Municipal Tax for Indivisible Services is typically charged at 1.06% of the Cadastral Value multiplied by a coefficient. The value of the coefficient is dependent on the cadastral class for the properties. The bulk of the Property's cadastral value belongs to Class D (buildings for commercial uses/plants) of which the coefficient applied is 65.

Other property operating expenses

Other property operating expenses comprise operating and maintenance expenses, energy and utilities costs and marketing expenses.

Operating and maintenance expenses relate to costs incurred for the upkeep of the Properties, including cleaning, security, repair and maintenance, insurance as well as other general and administrative expenses. These expenses are estimated after taking into consideration the actual historical operating and maintenance costs, and expected cost inflation.

Energy and utilities costs are estimated based on the historical rates and expected cost inflation.

Marketing expenses relate to the costs incurred in marketing, advertising and promoting the Properties. Such expenses are estimated after taking into consideration the actual historical expenses and expected cost inflation.

Finance Costs

Finance costs comprise interest expense and amortisation of debt-related transaction costs.

The Lendlease Global REIT Group has put in place an unsecured debt facility of S\$533.9 million equivalent which will be fully drawn down consisting of:

- (a) a 3-year S\$99.3 million term loan facility; and
- (b) a 4-year €285.0 million term loan facility.

The Manager has assumed the average effective interest rate for the Facilities for Forecast Year 2020 and the Projection Year 2021 will be approximately 1.0% per annum, excluding amortisation of debt-related transaction costs.

(See "Capitalisation and Indebtedness" and "Strategy – Capital Management Strategy" for further details.)

Tax Expenses

The Manager has assumed Singapore income tax expense of 17.0% payable on the Singapore Property Tenant Incentive Reimbursement.

(See "Taxation" for further details regarding taxes.)

Manager's Management Fee

Pursuant to the Trust Deed, the Manager is entitled to a Base Fee at the rate of 0.3% per annum (or such lower percentage as may be determined by the Manager in its absolute discretion) of the value of the Lendlease Global REIT Group's Deposited Property and a Performance Fee at the rate of 5.0% per annum of the Lendlease Global REIT Group's Net Property Income calculated before accounting for the Performance Fee in the relevant financial year. The Base Fee shall be payable quarterly in arrears and the Performance Fee shall be payable annually in arrears. For the avoidance of doubt, the amounts relating to the Base Fee and Performance Fee exclude any amounts paid or payable to the AIF Manager. Further details of the fees payable to the AIF Manager are outlined under "Other Management Fees".

The Manager has elected to receive 100.0% of its Base Fee and Performance Fee in the form of Units for the period from the Listing Date to the end of the Forecast Year 2020 and for the Projection Year 2021.

For the purpose of the Forecast and Projection, the Manager has calculated the Management Fees based on the Deposited Property as at Listing Date assuming no changes in the valuation of the Properties and Net Property Income calculated before accounting for the Performance Fee. Where the Management Fees are payable in units, the Manager has assumed that such Units are issued at the Offering Price.

(See "The Manager and Corporate Governance – Fees Payable to the Manager" for further details.)

Trustee's Fee

The Trustee's fee is presently charged on a scaled basis of up to 0.015% per annum of the value of the Deposited Property, excluding out-of-pocket expenses and GST in accordance with the Trust Deed.

(See "The Formation and Structure of Lendlease Global REIT – The Trustee – Trustee's Fee" for further details.)

Other Trust Expenses

Other trust expenses include recurring operating expenses such as annual listing fees, auditing and tax advisors' fees, registry and depository fees, valuation costs, costs associated with the preparation and distribution of reports to Unitholders, investor communication costs, security agent fees, debt facility agent fees, and other miscellaneous expenses.

In assessing these amounts, the Manager has considered factors likely to influence the level of trust fees, charges and costs including the Manager's estimates of Lendlease Global REIT's market capitalisation, gross assets, property values and cost inflation.

Other Management Fees

Other management fees comprise the Italy Management Fee.

Italy Management Fee

In exchange for the provision of investment management services to the Italy AIF under the AIF Management Regulations, the AIF Manager is entitled to a management fee comprising a base fee of 0.175% per annum of the Value of the AIF Assets. The Manager has assumed that the Italy Management Fee will be paid upfront to the Third Party AIFM for the Forecast Year 2020 and the Projection Year 2021.

(See “Certain Agreements Relating to Lendlease Global REIT and the Properties” for further details.)

Foreign Exchange Rates

The Manager has assumed the following exchange rates for the Forecast Year 2020 and Projection Year 2021:

Foreign Exchange Rate	Forecast Year 2020	Projection Year 2021
Euro (€)/Singapore dollars (S\$)	1.525	1.525

Capital Expenditure

Capital expenditure incurred is expected to be capitalised as part of the Deposited Property. The following table sets out the expected capital expenditure across the IPO Portfolio for Forecast Year 2020 and Projection Year 2021:

Capital Expenditure	Forecast Year 2020	Projection Year 2021
	S\$'000	S\$'000
Singapore Property	917	1,262
Milan Property	248	331
IPO Portfolio	1,165	1,593

Properties

The aggregate appraised value of the Properties on the Listing Date is S\$1,402.3 million¹, based on the higher of the two independent valuations undertaken for each Property as at 31 July 2019.

Accounting Standards

The Manager has assumed no change in the applicable accounting standards or other financial reporting requirements that may have a material effect on the forecast or projected net income.

Significant accounting policies adopted by the Manager in the preparation of the Profit Forecast and Profit Projection are set out in Appendix C, “Unaudited Pro Forma Consolidated Balance Sheet as at the Listing Date”.

¹ The aggregate appraised value of the Properties does not take into account the effects of the Singapore Property Tenant Incentive Reimbursement.

Other Assumptions

The Manager has made the following additional assumptions in preparing the Profit Forecast and Profit Projection:

- the Singapore Property Tenant Incentive Reimbursement amounts of S\$0.8 million and S\$2.2 million are utilised respectively for Forecast Year 2020 and Projection Year 2021;
- the property portfolio of the Lendlease Global REIT Group remains unchanged throughout the periods;
- no further capital will be raised for Lendlease Global REIT during the periods;
- tenant security provided in the form of banker's guarantee and rental deposits are sufficient to cover any bad debts that may arise during the periods, and that no allowance for doubtful receivables is required;
- all the lease agreements in relation to the Properties are enforceable and will be performed in accordance with their terms;
- there will be no pre-termination of any committed leases as at the Listing Date;
- the Italy tax ruling, the Tax Exemption and tax transparency treatment on Specified Taxable Income remain in force and there will be no changes in the applicable tax legislation for the periods;
- 100.0% of the Lendlease Global REIT Group's adjusted net cashflow from operations is distributed for the Forecast Year 2020 and the Projection Year 2021;
- there will be no change in the fair values of the IPO Portfolio during the Forecast Year 2020 and the Projection Year 2021; and
- where derivative financial instruments are undertaken to hedge against interest rate movements, there is no change in the fair value of such instruments throughout the periods.

SENSITIVITY ANALYSIS

The forecast and projected distributions included in this Prospectus are based on a number of assumptions that have been outlined above. The forecast and projected distributions are also subject to a number of risks as set out in "Risk Factors".

Investors should be aware that future events cannot be predicted with any certainty and deviations from the figures forecast or projected in this Prospectus are to be expected. To assist investors in assessing the impact of these assumptions on the Profit Forecast and Profit Projection, a series of tables demonstrating the sensitivity of the distribution yield to changes in the principal assumptions are set out below.

The sensitivity analysis is intended only as a guide. Variations in actual performance could exceed the ranges shown. Movements in other variables may offset or compound the effect of a change in any variable beyond the extent shown.

Gross Rental Income

Changes in Gross Rental Income will impact the Net Property Income of the Lendlease Global REIT Group and consequently, the distribution yield. The assumptions for Gross Rental Income have been set out earlier in this section. The effect of variations in the Gross Rental Income on the distribution yield is set out below:

	Distribution yield pursuant to changes in Gross Rental Income	
	Forecast Year 2020 ⁽¹⁾	Projection Year 2021
	%	%
5.0% above base case	6.21	6.43
Base case	5.80	6.01
5.0% below base case	5.39	5.59

Note:

(1) Annualised by extrapolating from 1 October 2019 to 30 June 2020, for a full 12 months of operating results, since it is assumed that prior to 1 October 2019, the Lendlease Global REIT Group is inactive.

Property Operating Expenses

Changes in property operating expenses will impact the Net Property Income of the Lendlease Global REIT Group and consequently, the distribution yield. The assumptions for property operating expenses have been set out earlier in this section. The effect of variations in the property operating expenses on the distribution yield is set out below:

	Distribution yield pursuant to changes in Property Operating Expenses	
	Forecast Year 2020 ⁽¹⁾	Projection Year 2021
	%	%
5.0% above base case	5.70	5.90
Base case	5.80	6.01
5.0% below base case	5.91	6.11

Note:

(1) Annualised by extrapolating from 1 October 2019 to 30 June 2020, for a full 12 months of operating results, since it is assumed that prior to 1 October 2019, the Lendlease Global REIT Group is inactive.

Finance Costs

Changes in interest rates will impact the finance costs and profit of the Lendlease Global REIT Group and consequently, the distribution yield. Assuming that 100.0% of outstanding debt under the Facilities is hedged, the effect of variations in the interest rates at which drawings on the debt is hedged on the distribution yield is set out below:

	Distribution yield pursuant to changes in Interest Rates	
	Forecast Year 2020⁽¹⁾	Projection Year 2021
	%	%
5.0% above base case	5.75	5.96
Base case	5.80	6.01
5.0% below base case	5.85	6.06

Note:

(1) Annualised by extrapolating from 1 October 2019 to 30 June 2020, for a full 12 months of operating results, since it is assumed that prior to 1 October 2019, the Lendlease Global REIT Group is inactive.

The Manager is expected to enter into interest rate hedges for the Forecast Year 2020 and Projection Year 2021 at Listing. As the interest rate assumptions in this Prospectus are included before Listing, the actual hedged rate may differ from the rate assumed in the Prospectus.

Foreign Exchange Rates

Changes in foreign exchange rates will impact the distributable income of the Lendlease Global REIT Group and consequently, the distribution yield, as the distributions are paid in Singapore dollars. Sensitivity analysis is carried out on the S\$:€ exchange rate given for both Forecast Year 2020 and Projection Year 2021 and assuming that 100.0% of foreign currency income is hedged. The Net Property Income transacted in this foreign currency accounts for approximately 34.9% and 34.1% of the IPO Portfolio's Net Property Income for Forecast Year 2020 and Projection Year 2021 respectively. The Manager is expected to enter into foreign exchange hedges for Forecast Year 2020 and Projection Year 2021 post-Listing. As the foreign exchange rates assumptions in this Prospectus are included before Listing, the actual hedged rate may differ from the rate assumed in the Prospectus.

The effect of variations in the foreign exchange rates at which foreign currency income is hedged on the distribution yield is set out below:

	Distribution yield pursuant to changes in Foreign Exchange Rates	
€ Foreign Exchange Rates	Forecast Year 2020⁽¹⁾	Projection Year 2021
	%	%
5.0% increase (appreciation of the foreign currency)	5.91	6.12
Base case	5.80	6.01
5.0% below base case (depreciation of the foreign currency)	5.69	5.90

Note:

(1) Annualised by extrapolating from 1 October 2019 to 30 June 2020, for a full 12 months of operating results, since it is assumed that prior to 1 October 2019, the Lendlease Global REIT Group is inactive.

STRATEGY

INVESTMENT STRATEGY

Lendlease Global REIT is a Singapore REIT established with the principal investment strategy of investing, directly or indirectly, in a diversified portfolio of Stabilised Income-Producing Real Estate Assets located globally that are used primarily for retail and/or office purposes, as well as real estate-related assets in connection with the foregoing.

In accordance with the requirements of the Listing Manual, the Manager's investment strategy for Lendlease Global REIT will be adhered to for at least three years following the Listing Date. The Manager's investment strategy for Lendlease Global REIT may only be changed within three years from the Listing Date if an Extraordinary Resolution is passed at a meeting of Unitholders duly convened and held in accordance with the provisions of the Trust Deed.

Subject to the foregoing, the Manager may from time to time amend the investment strategies of Lendlease Global REIT if it determines that such change is in the best interests of Lendlease Global REIT and its Unitholders without seeking Unitholders' approval. In the event of a change of investment strategies, the Manager may, subject to the relevant laws, regulations and rules (including the Listing Manual), alter such investment strategies upon the expiry of three years from the Listing Date, provided that it has given not less than 30 days' prior notice of the change to the Trustee and Unitholders by way of an announcement on the SGX-ST.

KEY OBJECTIVES

Lendlease Global REIT's key objectives are (i) to provide Unitholders with regular and stable distributions, (ii) to achieve long-term growth in DPU and NAV per Unit and (iii) maintaining an appropriate capital structure.

KEY STRATEGIES

The Manager plans to achieve Lendlease Global REIT's objectives through the following key strategies:

- **Proactive asset management and enhancement strategy** – The Manager will proactively manage Lendlease Global REIT's property portfolio to maintain and improve their operational performance, so as to optimise the cash flow and the value of the Properties. The Manager will also look to drive organic growth, encourage strong relationships with the tenants of the Properties, implement asset management strategies with the aim of ensuring continued relevance of the Properties and facilitate property enhancement opportunities.
- **Investments and acquisition growth strategy** – The Manager will seek to achieve portfolio growth through the acquisition of attractive income-producing properties that fit within Lendlease Global REIT's investment strategy to enhance the return to Unitholders and to pursue opportunities for future income and capital growth. Whilst Lendlease Global REIT has an IPO portfolio in Singapore and Italy, the Manager will continuously evaluate opportunities in key cities in which the Sponsor Group has a presence and take a considered approach in deciding whether Lendlease Global REIT should explore these opportunities.
- **Prudent capital management strategy** – The Manager will endeavour to employ an appropriate mix of debt and equity in financing acquisitions, secure diversified funding sources to access both financial institutions and capital markets, optimise its cost of debt financing and utilise hedging strategies, where appropriate, in order to optimise risk-adjusted returns to Unitholders.

Proactive Asset Management and Asset Enhancement Strategy

The Manager's strategy for organic growth is to actively manage the Properties and grow strong relationships with tenants by providing value-added property-related services. Through such active asset management, the Manager seeks to maintain high tenant retention and occupancy levels, a quality tenant mix and achieve stable rental growth, as well as minimise the costs associated with marketing and leasing space to new tenants. Lendlease Global REIT should benefit from the Sponsor's experience in asset management and asset enhancement.

Further, the Manager will seek to maximise returns from Lendlease Global REIT's property portfolio through some of, but not limited to, the following measures:

Maintaining above-market occupancy rates

The Manager will seek to maintain the above-market occupancy rates for the initial Properties and to improve the occupancy rates of future properties by working with the Property Managers to manage lease renewals effectively in order to minimise vacant periods due to either lease expiration or premature termination and to:

- work towards optimal rental benchmarks established for each Property;
- proactively engage in early renewal negotiations with tenants whose leases are about to expire;
- increase the overall marketability and profile of Lendlease Global REIT's portfolio of properties to increase the prospective tenant base;
- (in respect of the retail properties) implement effective asset management strategies to improve the resilience and relevance of the retail centres to shoppers;
- actively market current and impending vacancies to minimise vacant periods;
- actively monitor rental arrears to minimise defaults by tenants and other aspects of tenant performance;
- endeavour to incorporate contractual periodic rental step-up provisions in leases to provide an additional source of organic growth;
- search for new tenants from sectors currently under-represented in Lendlease Global REIT's portfolio of properties to pursue an optimal tenant mix;
- monitor and assess opportunities for spaces which are sub-optimal to redevelop or conduct asset enhancement works to suit prospective tenants' needs with a view to improving the marketability of such spaces; and
- understand and seek to satisfy the expansion needs of existing tenants.

The Manager will work with the Property Managers to initiate tenant retention programme initiatives to further strengthen tenant relationships. The Manager believes that such efforts will assist in contributing to high tenant retention levels, minimising vacancy levels and reducing gaps in rental income, as well as the associated costs of securing new tenants.

Delivering superior services to tenants

The Manager intends to work with the Property Managers seeking to ensure it continues to provide superior services to tenants through:

- providing high quality asset management services to maintain high retention rates;
- facilitating relocation or expansion of tenants according to their operational requirements;
- rapidly responding to tenants' feedback and enquiries; and
- providing additional value-added services for tenants.

Implementing asset enhancement initiatives

The Manager will work closely with the Property Managers seeking to improve the rental income and value of the portfolio by undertaking asset enhancement initiatives. To the extent possible and permitted by law and regulations, the Manager may:

- seek to rationalise the use of space, create more leasable area, identify sub-optimal and ancillary areas that can be converted for higher returns and improve building efficiency; and
- undertake retrofitting and refurbishments of Lendlease Global REIT's properties where necessary, to improve the interior and exterior signages, lighting and other aesthetic aspects of the properties to enhance their attractiveness and achievable rental rates.

The Manager will initiate asset enhancement initiatives subject to the improvements satisfying projected levels of feasibility and profitability.

Implementing pro-active marketing plans

The Manager intends to work with the Property Managers to develop customised pro-active marketing plans for each applicable Property. Each plan will focus on property-specific needs seeking to maximise tenant interest and enhance the public profile and visibility with a view to increasing the value and appeal of the Properties and to maintain the long-term value of the Properties.

Continuing to rationalise operating costs

The Manager will work closely with the Property Managers to keep property operating expenses low while maintaining the quality of services. The Manager intends to continue its focus on rationalising operating costs through working closely with the Property Managers to manage and reduce the property operating expenses (without reducing the quality of maintenance and services).

Given Lendlease Global REIT's organic earnings growth potential, the Manager's initial strategy following the completion of the Offering is to focus on optimising the operational performance of Lendlease Global REIT's IPO Portfolio.

Investments and Acquisition Growth Strategy

The Manager will pursue opportunities to undertake acquisitions of assets that it believes will be beneficial to Lendlease Global REIT's portfolio and improve returns to Unitholders relative to Lendlease Global REIT's weighted average cost of capital, and opportunities for future income and capital growth. In evaluating future acquisition opportunities, the Manager will seek acquisitions that may enhance the diversification of the portfolio by location and tenant profile, and optimise risk-adjusted returns to the Unitholders.

Investment criteria

In evaluating future acquisition opportunities for Lendlease Global REIT, the Manager, working with the Asset Managers, will focus primarily on the following investment criteria in relation to the property under consideration:

- **Yield requirements** – The Manager will seek to invest in income-producing properties that provide increasing distributions to Unitholders over time, through the ability to increase the building's occupancy rate, renew existing leases to higher market rents at lease expiration, and from contractual rental increases in the tenants' leases.
- **Tenant mix and occupancy characteristics** – The Manager will seek to acquire properties with quality and reputable existing tenants, or properties with the potential to generate higher rentals and properties with potential for high tenant retention rates, relative to comparable properties in their respective micro-property markets. In addition, the Manager will evaluate the following prior to the acquisition of a property: (i) tenant credit quality in order to reduce the probability of collection losses, (ii) rental rates and occupancy trends to estimate rental income and occupancy rate going forward and (iii) the impact of the acquisition on the entire portfolio's tenant, business sector and lease expiry profiles.
- **Location** – Lendlease Global REIT will primarily focus on key cities where the Lendlease Group already has a strong on-the-ground presence. Working with the Asset Managers, the Manager will assess each property's location and the potential based on business growth in its market, as well as its impact on the overall geographic diversification of the portfolio. The Manager will evaluate potential acquisition targets for micro-market location and convenient access to major roads and public transportation. The Manager will also evaluate a range of location-related criteria including, but not necessarily limited to, ease of access, proximity and connectivity to major business, tourist and transportation hubs, visibility of premises from the surrounding catchment markets, and immediate presence and concentration of competitors.
- **Value-adding opportunities** – The Manager will seek to acquire properties with opportunities to increase occupancy rates and rental rates and enhance value through proactive property management. The potential to add value through selective renovation or other types of asset enhancement initiatives will also be assessed.
- **Building and facilities specification** – Working with the Property Managers, the Manager will endeavour to conduct thorough property due diligence and adhere strictly to relevant quality specifications, with due consideration given to the size and age of the buildings, with respect to potential properties to be acquired by Lendlease Global REIT. The Manager will seek to acquire buildings with good quality specifications and which are in compliance with the relevant building and zoning regulations, including energy conservation, health and safety regulations. The Manager will rely on due diligence reports submitted by experts relating to the structural soundness of the building, repairs, maintenance, capital expenditure requirements and encroachment of site boundaries. In addition, the Sponsor's in-house expertise in the areas of sustainability, health and safety will help to provide additional capability in the due diligence process.

Lendlease Global REIT intends to hold the properties it acquires on a long-term basis. However, in the future, where the Manager considers that any property has reached a stage that offers limited scope for further growth, the Manager may recommend divesting a property and recycling the proceeds into properties that meet its investment criteria.

- **Ability to Leverage the Sponsor Group’s Real Estate Investment and Management Experience**

Being a leading international property and infrastructure group with operations in Australia, Asia, Europe and the Americas, the Sponsor Group designs, develops, constructs, funds, owns, co-invests in, operates and manages property and infrastructure assets. The Sponsor Group also launched and managed Australia’s first ever property trust, General Property Trust which was listed on the Australian Securities Exchange in 1971. As at 30 June 2019, the Sponsor Group’s current strategy has been focused on becoming the leading international property and infrastructure group, growing its global development pipeline value to approaching A\$100 billion, increasing its core construction backlog to A\$15.6 billion and growing its funds under management to A\$35.2 billion. As such, the Manager will be able to leverage on the Sponsor Group’s experience and track record in investing in real estate and managing property funds, thus assisting to identify investment opportunities. Each of the Sponsor and Lendlease Trust has granted a ROFR to the Trustee on the terms set out in the section “Certain Agreements Relating to Lendlease Global REIT and the Properties – Right of First Refusal Agreement”. Please also refer to the section “The Manager and Corporate Governance – Corporate Governance of the Manager – Lendlease Group ROFR and Pipeline Code of Conduct” for further details.

(See “The Sponsor” for further details.)

Capital Management Strategy

The Manager will seek to optimise Lendlease Global REIT’s capital structure and cost of capital within the borrowing limits set out in the Property Funds Appendix and intends to employ a combination of debt and equity in financing acquisitions and asset enhancement initiatives.

The Manager will also endeavour to:

- maintain a strong balance sheet;
- secure diversified funding sources to access both financial institutions and capital markets;
- optimise its cost of debt financing; and
- utilise interest rate and currency risk management strategies (including hedging) to minimise exposure to market volatility on its income.

The Manager will seek to achieve the above by pursuing the following strategies:

- **Optimal capital structure strategy** – Within the borrowing limits set out in the Property Funds Appendix, the Manager will endeavour to employ an optimal capital structure, comprising an appropriate mix of debt and equity in financing the acquisition of properties and asset enhancement activities of its properties. The Manager’s capital management strategy involves adopting and maintaining aggregate leverage levels and debt maturity schedules that it believes will provide optimal risk-adjusted returns to Unitholders, while maintaining flexibility in respect of future capital expenditures or acquisitions.

In the event that Lendlease Global REIT incurs any future borrowings, the Manager will periodically review Lendlease Global REIT’s capital management policy with respect to its Aggregate Leverage and modify its strategy in light of prevailing market conditions. The Manager will endeavour to employ long-term, fixed-rate debt to the extent practicable in view of market conditions in existence from time to time.

At the Listing Date, Lendlease Global REIT is expected to have borrowings of approximately S\$533.9 million with an Aggregate Leverage of 36.4% based on the Offering Price. (See “Capitalisation and Indebtedness – Indebtedness” for further details.)

- **Debt diversification strategy** – As and when appropriate, the Manager may consider diversifying sources of debt financing in the future by way of accessing the debt capital markets through the issuance of debt securities to further enhance the debt maturity profile of Lendlease Global REIT.
- **Proactive risk management hedging strategy** – Lendlease Global REIT will endeavour to utilise interest rate and currency risk management hedging strategies, where appropriate, with the aim of optimising risk-adjusted returns to Unitholders. The Manager intends to adopt the following risk management policies in relation to its hedging transactions: (i) distributable income will be hedged to a fixed exchange rate as soon as the amount has been earned from the underlying assets or can be reasonably estimated; and (ii) at least 50.0% of Lendlease Global REIT’s borrowings will be hedged to a fixed interest rate.

Other financing strategies – The Manager will, in the future, consider other opportunities to raise additional equity capital for Lendlease Global REIT through the issue of new Units, for example to finance acquisitions of properties. The decision to raise additional equity will also take into account the stated strategy of maintaining an optimal capital structure.

BUSINESS AND PROPERTIES

Unless otherwise specified, all information relating to the Properties in this Prospectus is as at 30 June 2019.

Lendlease Global REIT is a Singapore REIT, established with the principal investment strategy of investing, directly or indirectly, in a diversified portfolio of Stabilised Income-Producing Real Estate Assets located globally, which are used primarily for retail and/or office purposes, as well as real estate-related assets in connection with the foregoing.

The initial portfolio of Lendlease Global REIT will comprise freehold and leasehold interests in three office buildings located in Milan, Italy and one retail building located in Singapore with an Appraised Value of approximately S\$1,405.3 million as at 31 July 2019.

The details of each of these properties are as follows:

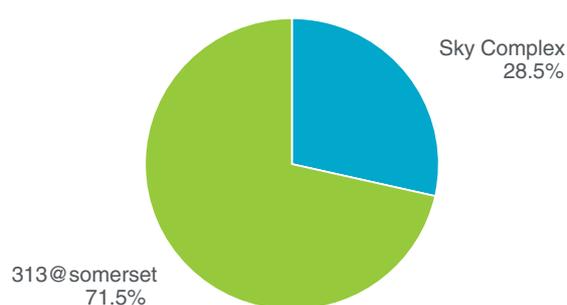
- (i) **the Singapore Property:** a 99-year leasehold interest¹ in 313@somerset, which is a retail property located in Singapore; and
- (ii) **the Milan Property:** a freehold interest in Sky Complex, which comprises three office buildings located in Milan, Italy. The Milan Property comprises offices and television studios.

The initial portfolio of Lendlease Global REIT was determined based on portfolio characteristics (considering occupancy rate, current rental rates and revenue generated), income stability, risk profile and expected return requirements of the investors in the Offering. Other assets which are wholly or majority owned by the Sponsor Group that fit within the investment mandate of Lendlease Global REIT were excluded as the asset yields did not match the yields required for the purposes of the Offering.

The IPO Portfolio by Appraised Value

The composition of the IPO Portfolio by the Appraised Value of each Property is as follows:

Composition of the IPO Portfolio by Appraised Value (as at 31 July 2019)



¹ Commencing on 21 November 2006 and ending on 20 November 2105, with 86 years remaining as at 30 June 2019.

COMPETITIVE STRENGTHS

The Manager believes that the IPO Portfolio enjoys the following competitive strengths:

- Attractive locations with favourable trade area characteristics
- High occupancy with a balanced lease expiry profile
- High quality and well diversified tenant base
- Favourable lease structures with embedded organic growth potential

(1) **Attractive locations with favourable trade area characteristics**

The attractive locations of the Properties allow them to benefit from the characteristics of their respective trade areas.

Singapore Property

313@somerset

313@somerset is a retail mall which spans across eight retail levels, comprising three basement levels (basement 3 to basement 1) and five levels above ground (level 1 to 5). 313@somerset is situated along Orchard Road, the major shopping belt and tourist attraction in Singapore. There are plans to transform Orchard Road into a “must-visit” lifestyle destination. New initiatives are targeted to bring activities to enliven event spaces along the pedestrian malls in Orchard Road. 313@somerset will be well-placed to benefit from such new initiatives.

313@somerset is easily accessible from the Somerset MRT Station on basement 2 and is connected to the adjacent retail mall of Orchard Gateway on levels 1 and 4.

Milan Property

Sky Complex

Sky Complex, which comprises three office buildings, is located in the southeast area of the Milan Municipality with a population of approximately 1.4 million. It is located within the district of Milano Santa Giulia which is between the districts of Rogoredo and Taliedo. Milano Santa Giulia is an important European urban regeneration project comprising retail, residential, commercial office, and leisure spaces. It has a total area of more than one million square metres.

Sky Complex has excellent accessibility via the public transport system. The Rogoredo subway station is located about 150 metres away, providing access to Yellow-MM3 line of the Milan Metropolitana Subway network and served by bus lines 84 and 88, the closest train station is Milano Rogoredo which is located about 150 metres away. The station is served by several regional and suburban lines and high-speed trains towards Bologna, Florence, Rome and Naples. Linate Airport is located about 7.5 kilometres away and is 10 minutes by car accessible from the San Donato exit of the Tangenziale Est (Milan ring-road) and 40 minutes by public transportation. Accessibility by car is also excellent. The subject property is close to the highways A1 and A7 (which respectively connect Milan to Naples and Genoa) and the Tangenziale Ovest (ring-road).

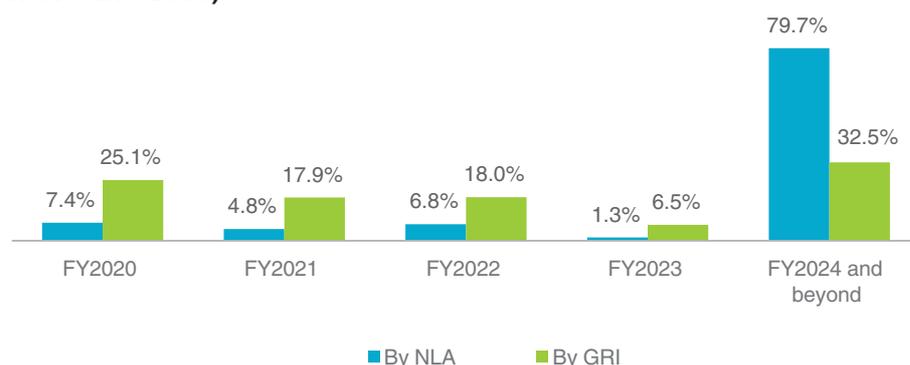
(2) High occupancy with a balanced lease expiry profile

The IPO Portfolio has a high committed occupancy rate of 99.9% as at 30 June 2019, reflecting the success and effectiveness of the Sponsor's leasing and property management strategy. Since its completion, Sky Complex has been fully leased to Sky Italia, which is an Italian satellite television platform owned by Sky Limited. Sky Limited is owned by Comcast Corporation. As of September 2018, the Comcast Corporation is rated A3 and A- by Moody's Investors Service and Standard & Poor's Global Ratings respectively. Sky Limited is Europe's largest media company and pay-TV broadcaster by revenue, with 23 million subscribers and more than 31,000 employees.

As at 30 June 2019, the IPO Portfolio has a WALE of 4.9 years by Gross Rental Income (for the month of June 2019) and 10.4 years by leased NLA (as at 30 June 2019)¹, which provides high income stability. In particular, Sky Italia is on a single lease with a 12 + 12 year lease term (subject to a break clause in 2026) which commenced in 2008, adding to the income stability of the IPO Portfolio.

The variation in lease expiries within the portfolio results in a well spread out lease expiry profile, with no more than 7.4% by leased NLA (as at 30 June 2019) and 25.1% by Gross Rental Income (for the month of June 2019) expiring in each of the financial year over the next four financial years ending 30 June 2023.

Lease expiry profile by leased NLA (as at 30 June 2019) and Gross Rental Income (for the month of June 2019)



(3) High quality and well-diversified tenant base

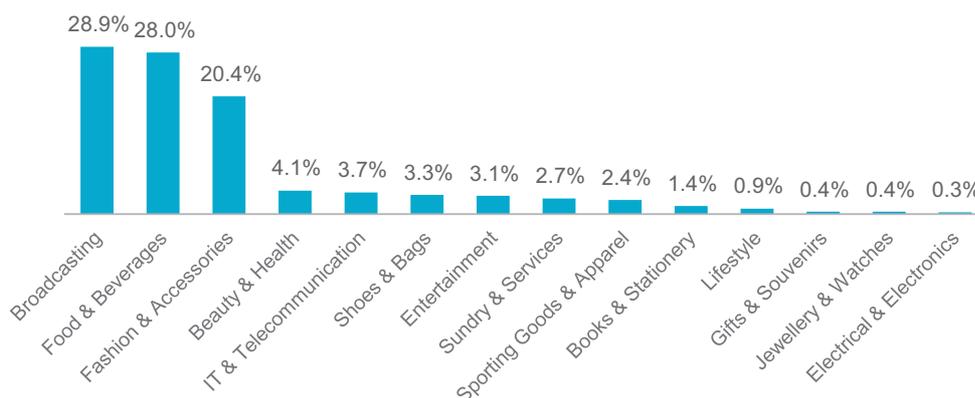
The IPO Portfolio has a large committed tenant base of 150 tenants as at 30 June 2019. These tenants cover a wide variety of trade sectors, thus providing Lendlease Global REIT with trade diversification.

Lendlease Global REIT's top 10 tenants in terms of Gross Rental Income contributed only 51.5% of Gross Rental Income for the month of June 2019. Also, no trade sector accounted for more than 28.9% of Gross Rental Income in the same period. In addition, the Properties benefit from the quality of their tenant base. The Singapore Property has two major tenants – Zara, which is an international retailer, and Food Republic, which is a national brand in Singapore.

The Milan Property is fully leased to Sky Italia, which is owned by Comcast Corporation, the second-largest broadcasting and cable television company in the world by revenue. These quality tenants provide income stability and enable Lendlease Global REIT to maintain a certain level of rental income for the term of the lease.

¹ Assuming that Sky Italia does not exercise its break option in 2026.

Breakdown of trade sector of tenants by Gross Rental Income (for the month of June 2019)



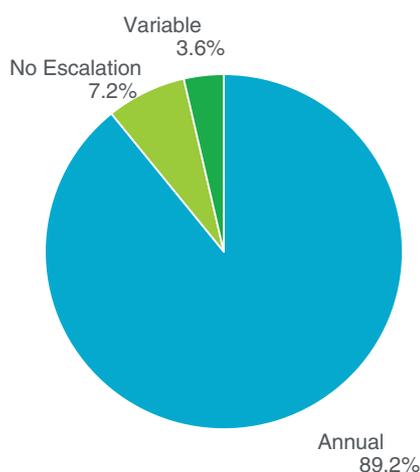
(4) Favourable lease structures with embedded organic growth potential

The leases for the Singapore Property are typically structured between two to four years for specialty leases comprising base rent (including service charges) and turnover rents. For major tenants, lease tenures can be longer at five years. As at 30 June 2019, the Singapore Property had two major retail tenants which each occupy more than 15,000 sq ft in the mall.

This provides Lendlease Global REIT with a share of upside due to the gross turnover generated by tenants if this is triggered while also offering downside protection through the base rent component. More than 90% of leases for the Singapore Property by Gross Rental Income for the month of June 2019 and NLA have a turnover component in the lease structure. Approximately 97.6% of leases for the IPO Portfolio by leased NLA as at 30 June 2019 and approximately 92.8% of leases by Gross Rental Income for the month of June 2019 have step-up structures in the base rent over the term of the lease.

Furthermore, the Milan Property, which accounts for 28.9% of Gross Rental Income for the month of June 2019 of the IPO Portfolio, has rental escalations that are pegged to 75% of ISTAT's index variation starting from the second year of lease.

Lease Structure by Gross Rental Income excluding turnover rent (for the month of June 2019)

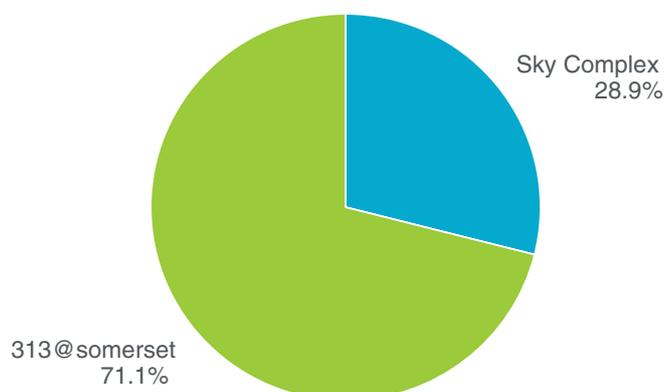


CERTAIN INFORMATION ON THE PROPERTIES

The Properties have a total NLA of 1,287,393 sq ft comprising 288,277 sq ft of retail NLA and 999,116 sq ft of office NLA. Please refer to “Overview – Certain Information on the Properties” for a summary of certain information with respect to the IPO Portfolio as at 30 June 2019.

The charts below provide a breakdown of Gross Rental Income of the IPO Portfolio by Property for the month of June 2019:

Breakdown of Gross Rental Income by Property (for the month of June 2019)



Top 10 Tenants

The table below sets out selected information on the top 10 tenants of the IPO Properties (based on Gross Rental Income for the month of June 2019).

Tenants	Sector	% of GRI
Sky Italia	Broadcasting	28.9% ⁽¹⁾
Food Republic	Food & Beverages	3.8%
Zara	Fashion & Accessories	3.3%
Cotton On	Fashion & Accessories	3.2%
Sony	IT & Telecommunication	2.9%
Marché	Food & Beverages	2.7%
Hai Di Lao	Food & Beverages	2.0%
Forever 21	Fashion & Accessories	1.6%
TEMT	Fashion & Accessories	1.6%
K Bowling Club	Entertainment	1.4%
Total		51.5%

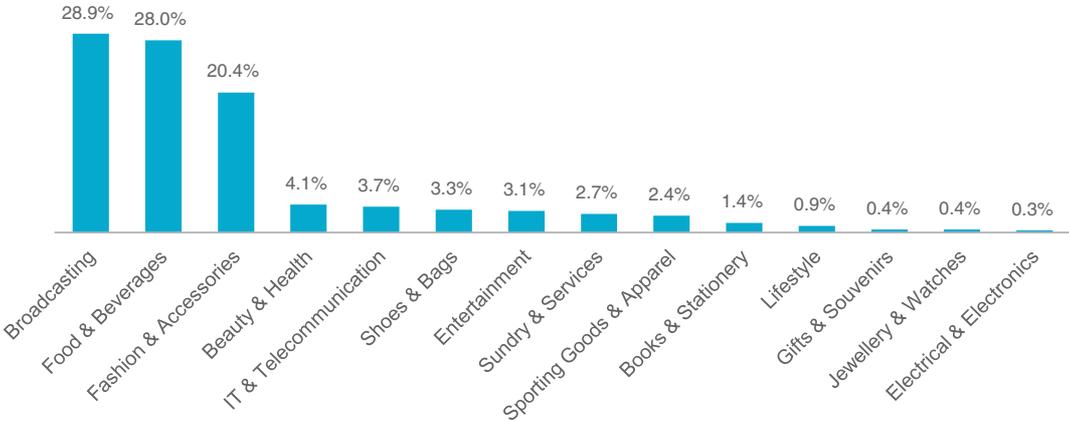
Note:

- (1) Based on the estimated Gross Rental Income for Sky Italia for the month of June 2019, being one twelfth of the estimated annual passing rent.

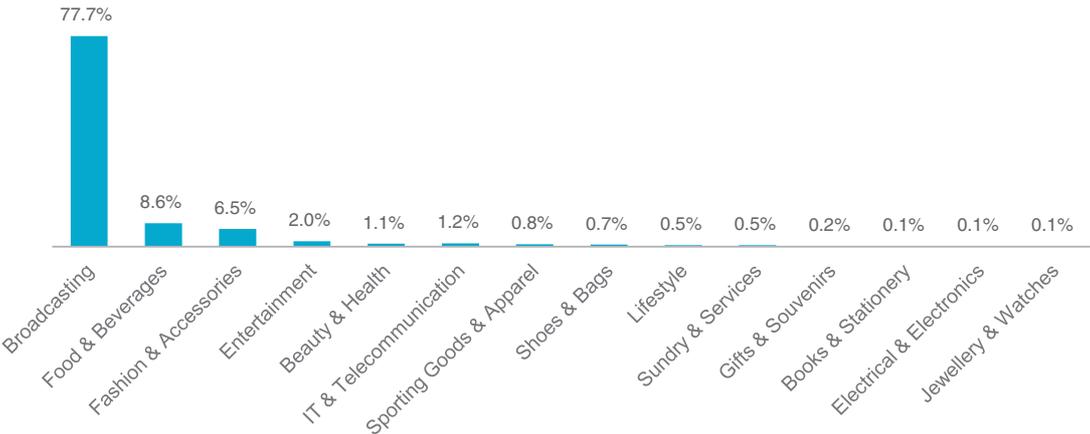
Trade Sector Analysis

The charts below provide a breakdown of tenant trade sector by Gross Rental Income (for the month of June 2019) and leased NLA (as at 30 June 2019).

Breakdown of tenant trade sector by Gross Rental Income (for the month of June 2019)



Breakdown of tenant trade sector by leased NLA (as at 30 June 2019)



Marketing and Leasing Activities

The Property Managers will carry out the day-to-day management, operation, maintenance, leasing, marketing and servicing activities for the Properties under the scope of the property management agreements. The Manager will oversee the activities of the respective Property Managers and monitor the performance of the respective Property Managers and the implementation of the relevant business plans.

The Property Managers will conduct the following marketing and leasing activities:

- market the Properties to prospective tenants in desired target groups through direct calls, meetings and/or property consultants;
- conduct viewings of the premises with prospective tenants to market vacant units; and
- negotiate and enforce the terms of the various tenancy agreements.

The leasing strategy will be driven by leasing plans which are formulated ahead of the financial year to keep the offering at the Properties relevant to the market.

Lease Agreements and Lease Management

Lendlease Global REIT's lease agreements in relation to retail tenants of the Singapore Property are typically for a period of two to four years for specialty leases. For major tenants, lease tenures can be longer at five years.

When a prospective tenant has committed to a lease, a security deposit in the form of cash or bank guarantee may be payable or required, subject to negotiations. Depending on the circumstances of the tenant (for example the amount of paid up capital of the contracting entity), the amount of the security deposit may be adjusted, or the requirement for a security deposit may be waived or alternative security provided in the form of a parent guarantee. On a case by case basis as well, certain tenants may not be required to provide a security deposit, such as the tenant for the Milan Property. Tenants will generally take possession of the premises after they have made the requisite payments and have formally executed a binding agreement such as a letter of offer. Rent and tenant recoveries are typically payable in advance.

The Property Managers seek to maintain good working relationships with tenants. Dialogues and meetings for lease renewal will be held with tenants ahead of their lease expiry. Lease expiries are monitored and strategies are in place to either retain a tenant or replace the tenant with a view to ensuring that every tenant adds value to the retail mix, ultimately enhancing the asset's performance.

ENCUMBRANCES

For the encumbrances over the Properties in respect of the security in connection with the Facilities, see "Capitalisation and Indebtedness – Indebtedness – Facilities".

CAPITAL EXPENDITURES

The Manager estimates that the total capital expenditure across the Forecast Year 2020 and Projection Year 2021 will be approximately S\$1.2 million in Forecast Year 2020 and approximately S\$1.6 million in Projection Year 2021.

(See "Profit Forecast and Profit Projection – Assumptions – Capital Expenditures" for further details.)

COMPETITION

Unless otherwise stated herein, the following section has been obtained from the Independent Property Market Research Report set out in Appendix F, "Independent Property Market Research Report" which has been prepared by the Independent Market Research Consultant.

Singapore

Within its primary trade area, 313@somerset's key competitors are Ion Orchard and Orchard Central due to their strong locational attributes and mall positioning.

Ion Orchard is one of the most established and prominent shopping centres on Orchard Road as it has direct access to the Orchard MRT Station and benefits from a strong conversion of transient footfall. However, Ion Orchard is positioned as an upscale mall targeting affluent and up-market shoppers with international luxury brands.

Orchard Central is regarded as 313@somerset's closest competitor given its close proximity and target market. After a tenant mix reconfiguration (the mall currently has Don Don Donki, Tokyu Hands and Uniqlo among its anchor tenants), Orchard Central attracted higher footfall traffic. The mall is also accessible from Somerset MRT Station, though visitors will have to access through Orchard Gateway and 313@somerset.

Milan

The key competitors of Sky Complex are assets in Milan Periphery office submarket. The current Office Stock (Q4 2018) in the Milan Periphery office submarket is equal to 2,957,900 sq m, which accounts for 23.7% of the total stock in Milan. The major contribution to the stock was initiated in 2009 when a series of developments of large office complexes, both refurbished and new buildings, such as Centro Leoni (52,000 sq m), took place. Out of over 670,000 sq m developed in the last ten years, over half, being 370,000 sq m, were new buildings.

THE PROPERTIES¹

313@somerset

313 Orchard Road, Singapore 238895



Property Description

The table below sets out a summary of selected information on 313@somerset:

Property Type	Retail
Interest	100%
Title	99-year Leasehold (from 21 November 2006)
Year of Completion	2009
Parking Lots	228
Number of Floors	7 storeys above ground (including 2 storeys for car park) and 3 basement levels
NLA (sq ft) as at 30 June 2019	288,277
Occupancy as at 30 June 2019	99.6%
Gross Revenue for Forecast Year 2020⁽¹⁾	S\$45.6 million
Gross Revenue for Projection Year 2021	S\$62.8 million
Valuation by CBRE Singapore as at 31 July 2019	S\$1,003.0 million ⁽²⁾ S\$1,000.2 million ⁽³⁾
Valuation by Colliers Singapore as at 31 July 2019	S\$1,005.0 million ⁽²⁾ S\$1,002.0 million ⁽³⁾
Agreed Purchase Price	S\$1,003.0 million
WALE by Gross Rental Income for month of June 2019	1.6 years

Notes:

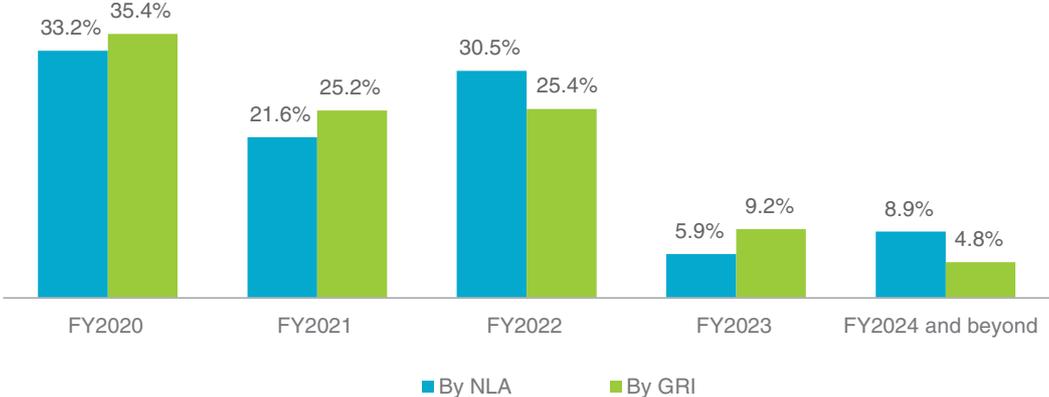
- (1) For the purposes of the Forecast Year 2020, assumes that operations commence from 1 October 2019 to the end of the financial year.
- (2) Valuations take into account the effects of the Singapore Property Tenant Incentive Reimbursement.
- (3) Valuations which do not take into account the effects of the Singapore Property Tenant Incentive Reimbursement.

1 Certain market and industry-related and property information in the following section on “The Properties” has been obtained from (i) the Independent Property Valuation Summary Reports set out in Appendix E as well as the full valuation reports which have been prepared by the Independent Valuers and (ii) the Independent Property Market Research Report set out in Appendix F which has been prepared by the Independent Market Research Consultant.

313@somerset is a retail mall which spans across eight retail levels, comprising three basement levels (basement 3 to basement 1) and five levels above ground (level 1 to 5). There are 228 car parking lots located on Levels 6 and 7. The Property garnered the BCA Green Mark Platinum Award and 3R Awards 2017 (Shopping Mall Category).

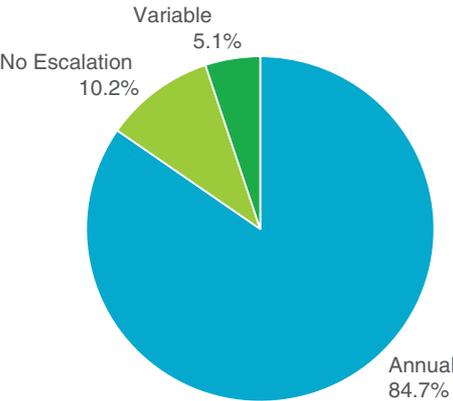
The Property is positioned as a shopping destination and meeting place for the fashion forward individuals. The Property has a total of 149 committed tenancies (as at 30 June 2019) with a focus on trade sectors of food and beverage (38.6% of leased NLA), fashion and accessories (29.0% of leased NLA) and entertainment (8.8% of leased NLA) and has two major tenants – Zara and Food Republic. Discovery Walk at the ground level houses a cluster of restaurants, bars and lounges while the upper floors house a vast array of sporting goods stores selling athleisure, lifestyle accessories and branded footwear are located. The Property also boasts brands that appeal to younger generations, who are a rising target market that possesses high disposable income, are technology savvy and have a higher propensity to spend. More recently, activity-based tenants, Fat Cat Arcade and K Bowling Club have been added to the tenant mix to create a more interactive and multisensory experience for shoppers. Based on Gross Rental Income for the month of June 2019, the Property has a passing rent of approximately S\$17 per square foot per month¹.

Singapore Property’s lease expiry profile by leased NLA (as at 30 June 2019) and Gross Rental Income (for the month of June 2019)

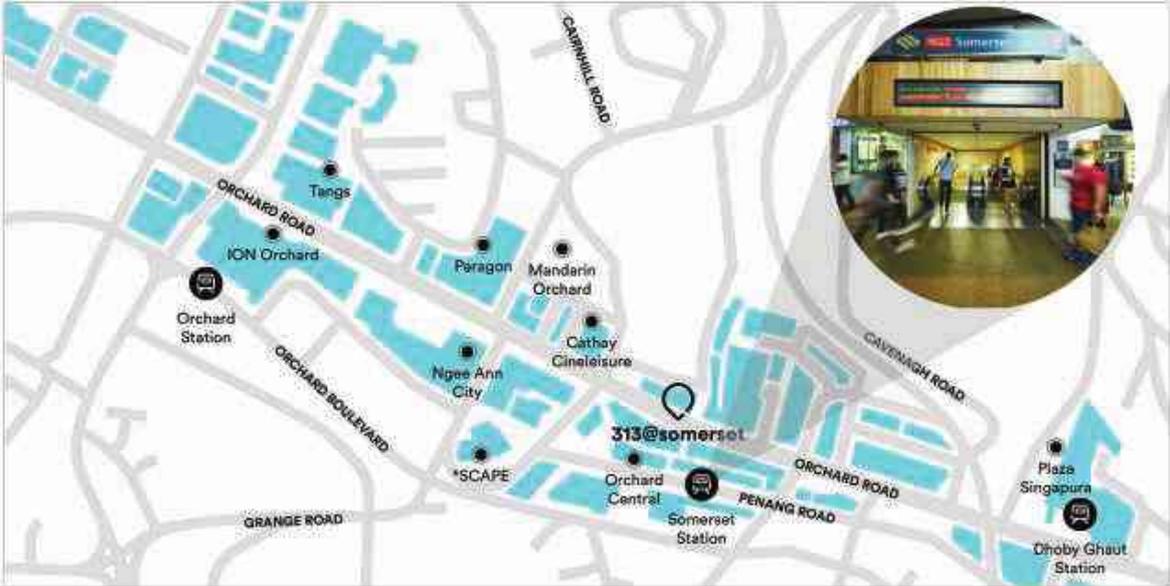


¹ Calculated based on leased area that is occupied as at 30 June 2019 excluding ancillary income such as carpark revenues and advertising.

Singapore Property's lease structure by Gross Rental Income excluding turnover rent (for the month of June 2019)



Location



313@somerset is located on the northern side of Somerset Road, bounded by Orchard Road on its northern flank. It is strategically situated along Orchard Road, the major shopping belt and tourist attraction in Singapore. The Property boasts direct access to Somerset MRT Station on Basement 2 and is connected to the adjacent retail mall of Orchard Gateway on Levels 1 and 4. The Property enjoys prominent street frontage view with high visibility from both Orchard Road and Somerset Road.

In April 2018, the Singapore Tourism Board and Urban Redevelopment Authority appointed a Cistri-led consortium to implement an actionable blueprint for Orchard Road to strengthen its positioning, offerings and visitor experience and develop it into a vibrant lifestyle destination where locals and tourists can enjoy a signature street experience in a garden city. The study culminated with an announcement in January 2019 with plans to transform Singapore's main shopping belt into a "must-visit" lifestyle destination for tourists. Among the initiatives include the opening of local design showcase and incubator Design Orchard, pedestrianising a section of Orchard Road to link up existing green spaces as well as bringing in activities to enliven event spaces along the pedestrian malls in Orchard Road. These activities could range from retail and food & beverage pop-ups to arts and entertainment events. The Property will be in a good stead to benefit from such new initiatives to the whole shopping belt.

Sky Complex

Via Monte Penice 7 and Via Luigi Russolo 9, Postal Code 20138, Milan, Italy



Property Description

The table below sets out a summary of selected information on Sky Complex:

Property Type	Office
Interest	100%
Title	Freehold
Completion Date	Building 1: 2008 Building 2: 2008 Building 3: 2015
Parking Lots	506
Number of Floors	Building 1: 6 storeys above ground, 2 basement levels Building 2: 8 storeys above ground Building 3: 7 storeys above ground, 2 basement levels
NLA (sq ft) as at 30 June 2019	Total: 999,116 Building 1: 482,309 Building 2: 276,191 Building 3: 240,616
Occupancy by NLA as at 30 June 2019	100.0%
Gross Revenue for Forecast Year 2020	€12.2 million (S\$18.5 million) ⁽¹⁾
Gross Revenue for Projection Year 2021	€16.3 million (S\$24.9 million) ⁽¹⁾
Valuation by CBRE Italy as at 31 July 2019	€262.5 million (S\$400.3 million) ⁽¹⁾
Valuation by Colliers Italy as at 31 July 2019	€259.5 million (S\$395.7 million) ⁽¹⁾
Agreed Purchase Price	€262.5 million (S\$400.3 million) ⁽¹⁾
WALE by Gross Rental Income for month of June 2019	12.9 years ⁽²⁾

Notes:

(1) Based on the EUR:SGD exchange rate of €1.00 = S\$1.525.

(2) Excludes tenant's break option in 2026.

Sky Complex comprises three office buildings with a total of 999,116 sq ft (net lettable area) of office spaces, television studios and technical rooms, as well as an underground car park comprising 506 spaces. All three office buildings have Grade A office building specifications and are equipped with facilities such as floating floor, suspended ceiling with integrated and cable ducts.

Completed in 2008, Buildings 1 and 2 are connected via a link, allowing for ease of access between the buildings. Building 3, completed in 2015, is the newest of the three buildings and has a LEED Gold Certification. All three office buildings are designed in accordance with energy saving criteria and high use flexibility.

The Property is 100% let to Sky Italia on a single lease on a 12 + 12 year lease term since 2008. As the tenant has waived the option to vacate the property on the first lease expiry, the next lease expiry is on 15 May 2032 with a break clause at the end of the eighteenth year with twelve months' advance notice in 2026 resulting in a WALE of 6.9 years as at 30 June 2019 until the next break option date and 12.9 years¹ until the second lease expiry. The rent is subject to an annual increase of 75% of ISTAT's index variation starting from the second year of lease. The lease agreement with Sky Italia may not be amended other than by means of an agreement in writing executed by the lessor and the tenant. The lease has a triple net lease structure (under which the tenant is generally responsible for the operating expenses of the property) which minimises operational costs and risks for the owner.

Sky Italia is an Italian satellite television platform owned by Sky Limited, which was bought by Comcast Corporation in November 2018 (the owner of NBC Universal from 2011), the second-largest broadcasting and cable television company in the world by revenue. Sky Limited is Europe's largest media company and pay-TV broadcaster by revenue, with 23 million subscribers and more than 31,000 employees.

Sky Italia was founded in July 2003 by the merger of TELE+ and Stream TV. As at 30 January 2019, it counts more than 4,885,000 subscribers and 4,000 employees. In 2018, Sky Italia recorded revenues of €3 billion (+3.8% compared with 2017) and profits of about €100 million. In the last few years, Sky Italia has moved the employees of Rome and Cagliari offices into the headquarters of Milano Santa Giulia.

1 Excludes tenant's break option in 2026.

Location



Sky Complex is located in the southeast area of the Milan Municipality, which is the main industrial, commercial and financial centre of Italy.

The Property is situated within the southern part of the district of Milano Santa Giulia which is located between the districts of Rogoredo and Taliedo. Milano Santa Giulia is an important European urban regeneration project with a total area of more than one million square metres comprising retail, residential, commercial office, and leisure spaces. About one third of the buildable area of the redevelopment scheme has been constructed. The urban redevelopment project planned and currently underway will have a significant socio-economic impact on the whole region, in terms of overall community well-being, increasing the appeal of the area and its environmental quality. According to the Independent Market Research Consultant, the project is expected to attract among others:

- 20,000 new residents;
- 17,400 new jobs; and
- 110,000 sq m of neighbourhood shops and other commercial services.

The Property is situated in the area flanked by Via Luigi Russolo on the northwest and Via Monte Penice on the southeast. The Property benefits from a strategic location within the Milan Periphery office submarket of Milan and close proximity to Rogoredo subway and railway stations and highways A1 and A7. The immediate surrounding area is characterised by the presence of residential buildings and small shops on the ground floors.

The accessibility to the Property via public transport is excellent. The Rogoredo subway station is located about 150 metres away, providing access to Yellow-MM3 line of the Milan Metropolitana Subway network and served by bus lines 84 and 88. The closest train station is Milano Rogoredo, also located about 150 metres away. The station is served by several regional and suburban lines and high-speed trains towards Bologna, Florence, Rome and Naples.

Linate Airport is located about 7.5 kilometres from the buildings, and is 10 minutes by car accessible from the San Donato exit of the Tangenziale Est (Milan ring-road) and 40 minutes by public transportation. Accessibility by car is also excellent. The Property is close to the highways A1 and A7 (which respectively connect Milan to Naples and Genoa) and the Tangenziale Ovest (ring-road).

INSURANCE

The Lendlease Global REIT Group has insurance coverage for the Properties that the Manager believes are consistent with industry practice in Singapore and Italy (as applicable). The coverage, subject to local policy limitations, may include fire accident, property damage by, inter alia, fire, storm, floods and civil commotion, terrorism, business interruption and public liability (including personal injury). There are no unusual excess or deductible payments required under such policies. All insurance contracts are periodically reviewed by the Manager.

There are, however, certain types of risks that are not covered by such insurance policies, as an example, acts of war, intentional or dishonest acts, nuclear reaction or radio-active contamination, contamination or other long-term environmental impairments.

(See “Risk Factors – Risks Relating to the Properties – The Lendlease Global REIT Group may not be able to put in place or maintain adequate insurance in relation to the Properties and its potential liabilities to third parties or may suffer material losses in excess of insurance proceeds” for further details.)

PRE-EMPTION RIGHTS AND RESTRICTIONS

Milan Property

The acquisition of the Milan Property under the Milan Property Call Option Agreement is not subject to pre-emption right due to the amendment letters of the lease agreement entered into by and between Sky Italia and the Milan Property Vendor respectively on 19 April 2019 and 28 June 2019 (see “Certain Agreements relating to Lendlease Global REIT and the Properties – Milan Property Call Option Agreement – Key Terms of the Milan Property Call Option Agreement – Conditions to the Milan Property Call Option Agreement”). Nonetheless, the Milan Property is bound by certain pre-emption rights, as described below, which shall apply to a future sale of the Milan Property post-Listing of Lendlease Global REIT.

Pursuant to the relevant lease agreement the tenant, Sky Italia, has a contractual pre-emption right to purchase the Milan Property if the landlord intends to transfer the Milan Property to a third party (other than a company controlled by, controlling or under common control of, the landlord). The lessee is entitled to exercise the contractual pre-emption right to purchase the Milan Property on the same terms and conditions on which the landlord wishes to sell to other parties within 30 days of the date on which the landlord’s pre-emption notice has been received by the tenant. If the pre-emption right is exercised, the lessee shall pay the landlord the purchase consideration and execute the sale agreement or the deed of transfer within the following 30 days. Moreover, pursuant to the lease agreement, if the landlord transfers the Milan Property or contributes it by the way of a contribution in kind (*conferimento in natura*) to the Milan Property Transferee, a pre-emption right is granted to Sky Italia over the purchase of shares in the Milan Property Transferee in the event the landlord intends to transfer the shares in the Milan Property Transferee provided that the Milan Property is the Milan Property Transferee’s sole/main property.

In addition to the above contractual position under the lease agreement with Sky Italia, pursuant to Section 38 of the Tenancy Law (Italy), a lessee carrying out activities involving direct contact with the public has a pre-emption right over the relevant property if the landlord intends to sell the relevant property during the term of the lease. The lessee is entitled to exercise the pre-emption right to purchase the property on the same terms and conditions on which the landlord wishes to

sell to other parties within 60 days of the date on which the landlord's pre-emption notice has been received by the tenant. If the pre-emption right is exercised, the lessee shall pay the landlord the purchase consideration and execute the sale agreement or the deed of transfer within the following 30 days.

Pursuant to Section 40 of the Tenancy Law (Italy), a lessee carrying out activities involving direct contact with the public has a pre-emption right over a new lease of the Milan Property following the expiration of its existing lease agreement. Accordingly, upon the expiry of the lease to Sky Italia, the lessor which intends to lease the Milan Property to third parties shall communicate the offer to the tenant, by registered letter with acknowledgment of receipt, at least 60 days before the deadline (such communication is not required, *inter alia*, if the tenant has already communicated that it does not intend to renew the lease and in cases of termination of the lease due to breach or withdrawal of the tenant).

The tenant: (i) has a pre-emption right over the lease of the Milan Property if, within 30 days from the receipt of such communication, the tenant offers conditions equal to those communicated by the lessor; and (ii) retains this pre-emption right over a lease of the Milan Property if the lease agreement between the lessor and the new tenant is terminated within one year or if the lease of the Milan Property expires and the lessor does not lease it to another third party but it is subsequently leased within the following six months.

The Milan Property is currently encumbered by: (i) the applicable town planning agreement (*Convenzione Urbanistica*); (ii) two electricity cabinet easements in favour of third parties; and (iii) two restrictions deeds entered into with the Municipality of Milan pursuant to which certain areas of the Milan Property shall be used only as employee recreational spaces, gym and lobby and such areas will not be included in the calculation of the gross floor area pertaining to the Milan Property.

LEGAL PROCEEDINGS

Neither Lendlease Global REIT nor the Manager is currently involved in any material litigation nor, to the best of the Manager's knowledge, is in any material litigation currently contemplated or threatened against Lendlease Global REIT or the Manager.

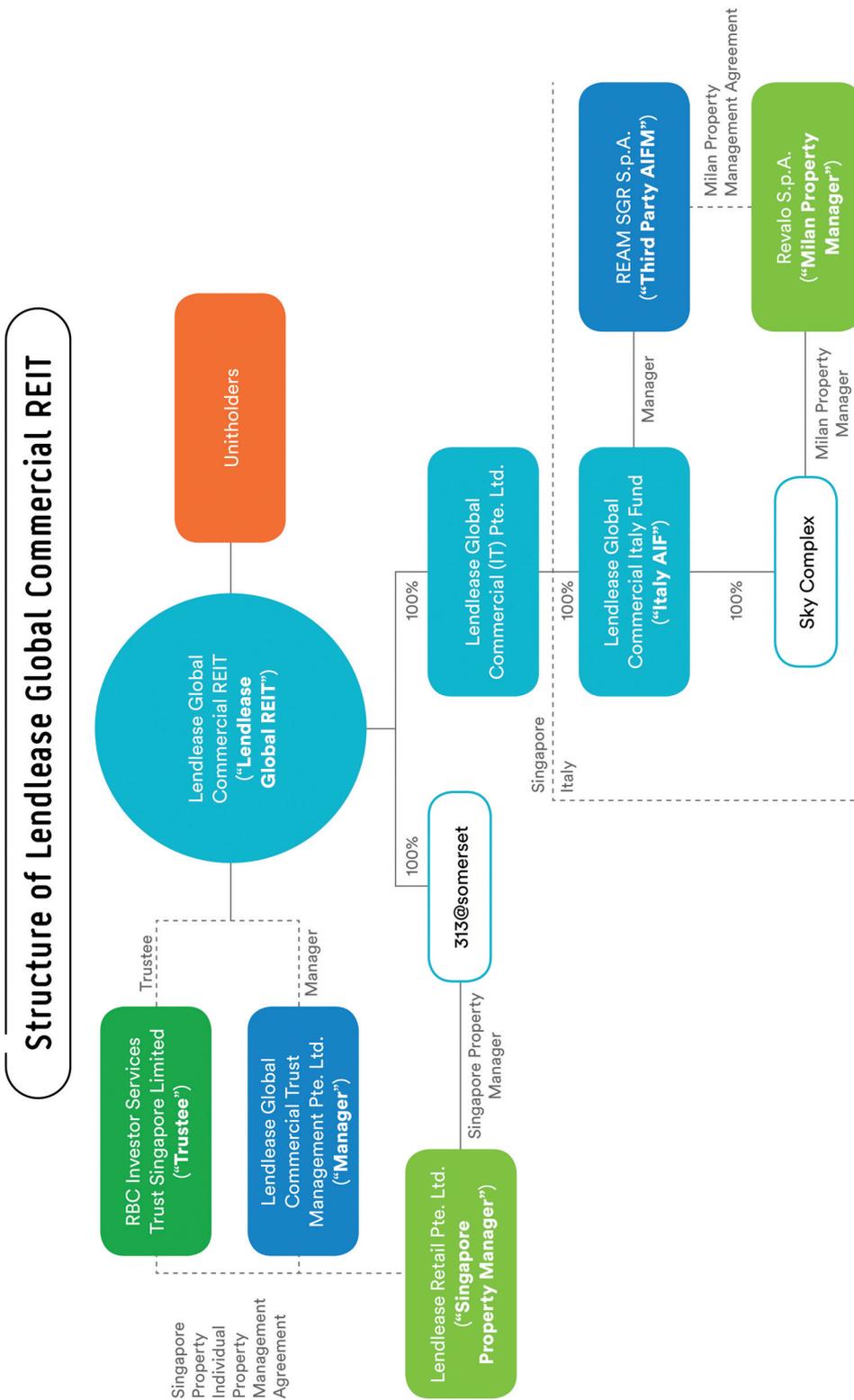
OVERVIEW OF THE ACQUISITION OF THE PROPERTIES

BACKGROUND

The initial portfolio of Lendlease Global REIT will comprise the Singapore Property and the Milan Property with an Appraised Value of approximately S\$1,405.3 million as at 31 July 2019.

The details of each of these properties are set out in the section “Business and Properties”.

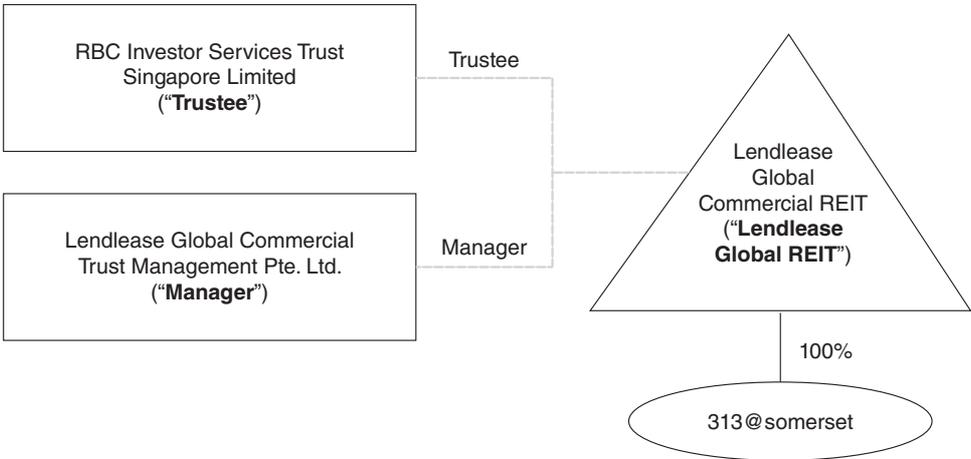
The holding structure of the Properties is as follows:



Note: Lendlease Global REIT also wholly owns the following SPVs which are dormant as at the Latest Practicable Date: Lendlease Global Commercial (SG) Pte. Ltd. and Lendlease Global Commercial (AU) Pte. Ltd.

ACQUISITION STRUCTURE OF THE SINGAPORE PROPERTY

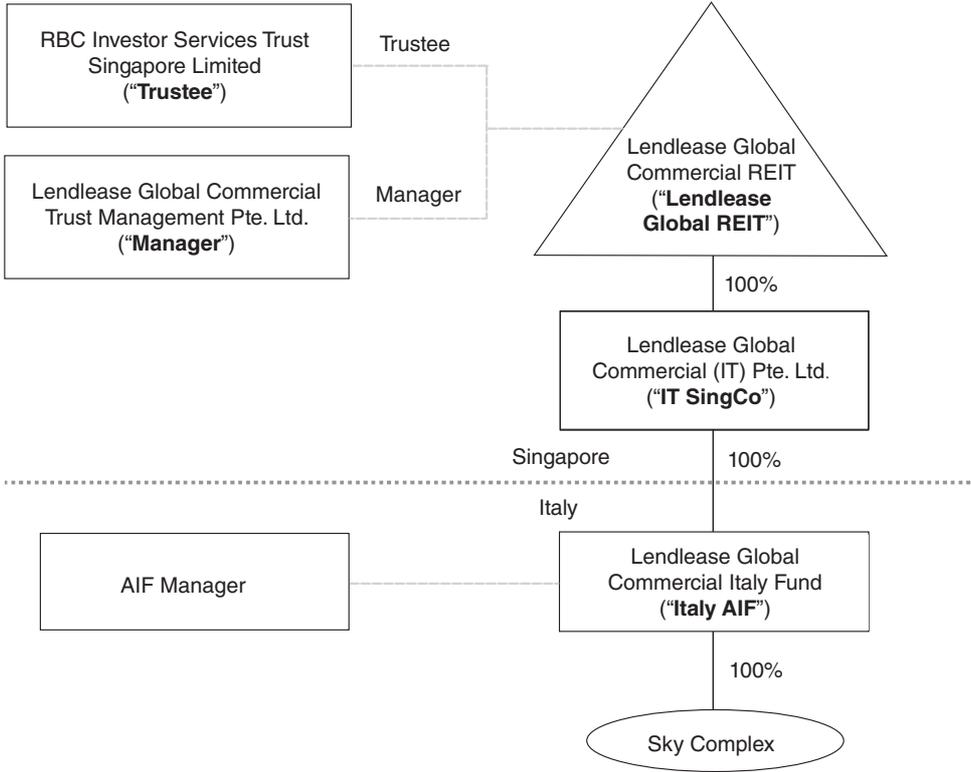
The holding structure of the Singapore Property is as follows:



Lendlease Global REIT, through the Trustee, will acquire the Singapore Property from the Singapore Property Vendor.

ACQUISITION STRUCTURE OF THE MILAN PROPERTY

The holding structure of the Milan Property is as follows:



The investment in the Milan Property will be held by an AIF constituted under the laws of Italy and whose units will be wholly-owned by Lendlease Global REIT (acting through the Manager) through its wholly-owned subsidiary, the IT SingCo in its capacity as unitholder. The Italy AIF has no separate legal personality and will act through, and be managed by, an AIF Manager incorporated and licensed in Italy.

A member of the Sponsor Group has applied for the applicable licence to act as the AIF Manager for the Italy AIF (“**Lendlease AIFM**”) but it is not expected that the licence will be obtained before the Listing Date. Accordingly, the Italy AIF has been established by the Third Party AIFM, REAM SGR S.p.A., a third party licensed AIF Manager unrelated to the Sponsor Group. Although the Sponsor Group does not foresee any material issues in obtaining the applicable licence to act as the AIF Manager for the Italy AIF, there will be no material impact to Lendlease Global REIT in the event Lendlease AIFM does not receive such licence as the Third Party AIFM can continue to act as the AIF Manager for the Italy AIF.

The Third Party AIFM will manage the Italy AIF, it being understood that Lendlease Global REIT, through IT SingCo in its capacity as the unitholder of the Italy AIF, pursuant to the management regulations of the Italy AIF, will have the right (after an initial lock-up period of six months) to replace the Third Party AIFM with another AIF Manager (including the Lendlease AIFM, once the same has been licensed). The Manager does not expect any material impact to Lendlease Global REIT arising from the replacement by Lendlease AIFM as, following the replacement of the Third Party AIFM with Lendlease AIFM, the Lendlease AIFM will step in on the basis of the same AIF Management Regulations (save for any change of name of the AIF Manager under the AIF Management Regulations). Details on the terms of the removal of the AIF Manager are set out in “The Manager and Corporate Governance – The Italy AIF Manager”.

The initial business plan of the Italy AIF (“**Italy AIF Business Plan**”) agreed by the AIF Manager and the relevant investors (being IT SingCo, a wholly owned subsidiary of Lendlease Global REIT, and Lendlease Asia Holdings Pte. Ltd, as the initial subscriber of the units of the Italy AIF) provides for the following key operational matters:

- planned acquisitions or disposals of any asset (or part of an asset) held or to be held by Italy AIF and relevant envisaged terms and conditions;
- expected exercise of any rights, including voting rights or appointment rights, attaching to any securities held by the Italy AIF;
- approval of budgets for the Italy AIF;
- any proposed material building works or alterations (or major maintenance items);
- key terms and conditions of expected engagements or terminations of any consultants, agents or managers in connection with any asset of the Italy AIF (including the appointment of property managers, building contractors and the key terms and conditions for such agreements);
- key terms and conditions of proposed tenancy agreements with any existing or potential tenant (or amendments to existing tenancy agreements);
- the planned borrowing or raising or lending of any money or granting of any type of security interest (save and except as provided for liens and rights of set-off arising from the operation of law) or granting of any guarantee and indemnity by the Italy AIF;
- planned encumbrances to be granted or otherwise allowed over all or any part of the assets of the Italy AIF;
- planned derivatives to be entered into by the Italy AIF in respect of the assets held by the Italy AIF;

- planned agreements or amendments or the provision of any consent, approval or waiver under such agreements, relating to the acquisition, ownership, management or disposal of any asset of the Italy AIF;
- expected substantial changes in use or entitlements for any asset of the Italy AIF;
- the determination of distributable profits for each distribution period of the Italy AIF within the limits set forth under the AIF Management Regulations to ensure the sound and prudent management of the Italy AIF;
- a specified minimum percentage of distributable profits that will be distributed by the Italy AIF within the limits set forth under the fund rules to ensure the sound and prudent management of the Italy AIF; and
- expected purchases of insurance and resolutions of claims under any insurance strategy for the Italy AIF.

Any material amendments to the Italy AIF Business Plan initially agreed between the AIF Manager and the investor will require the prior binding favourable opinion of the advisory committee of the Italy AIF (“**Advisory Committee**”) according to the provisions of the AIF Management Regulations. The Advisory Committee is a consultative body of the Italy AIF made up of members designated by the unitholder that have sufficient oversight over the key activities of the AIF. The members of the Advisory Committee comprise certain directors and members of the management of the Manager.

In addition to the above, the Advisory Committee will be entitled to express its prior binding opinion on:

- the entering into by the Italy AIF of (i) any transactions with associates of the AIF Manager or the Manager, (ii) any interested person or interested party transactions as defined in the Listing Manual or Property Funds Appendix and, in general, (iii) any transaction involving a conflict of interests; and
- commencing, defending, pursuing or settling claims or litigation involving any asset or the AIF.

Finally, the Advisory Committee will be entitled to express its prior non-binding opinion on:

- the proposed lease of real estate properties which do not constitute amendment of the Italy AIF Business Plan and whose annual rent value is, individually, equal to or greater than €250,000, provided that they are included in the Italy AIF Business Plan and do not entail a material modification or deviation to it;
- each investment and/or divestment transaction having a unit value exceeding €5,000,000, provided that they are included in the Italy AIF Business Plan and do not entail a material modification or deviation to it;
- borrowings except for short-term liabilities which arise from the day-to-day management of the Italy AIF; and
- assignment (as well as renewal or termination) of mandates concerning the commercial and administrative management of the real estate assets in which the assets of the Italy AIF are invested (e.g. general contractor, property management, facility management, agency, project management and commercialisation services to be provided in the Italy AIF’s interest).

The Advisory Committee will be informed of major matters concerning the management of the Italy AIF by means of reports.

Furthermore, approval of the unitholders of the Italy AIF acting in a meeting of unitholders of the Italy AIF with a quorum of at least the majority of the outstanding units of the Italy AIF will also be required for certain key matters such as:

- any entry into of any amalgamation, consolidation or merger and de-merger of the Italy AIF;
- the issue of new units and the redemption of existing units in the AIF as well as consenting to any transfer of units in the Italy AIF;
- the consolidation or splitting of any units in the Italy AIF;
- amendments to the management rules of the Italy AIF;
- removal of the AIF Manager and appointment of another AIF Manager; and
- liquidation of the Italy AIF.

For the avoidance of doubt, the above arrangements in relation to the governance of the Italy AIF are reflected in the AIF Management Regulations that will be the same for both the Lendlease AIFM and the Third Party AIFM (save for any change of name of the AIF Manager under the AIF Management Regulations).

Rationale for the AIF Structure

The Manager is of the view that the AIF structure is a common structure used for investments into Italian real estate. It is generally used because it is commercially marketable (i.e. familiar to investors in the Italian real estate market), the manager of the AIF is a regulated entity which has to comply with capital and organisational requirements and it provides flexibility for cash repatriation. In addition, an AIF which owns Italian real estate assets and meets all the legal and regulatory conditions to be treated as an undertaking for collective investments should not be subject to Italian income taxes (corporate income tax and regional income tax) on its income (i.e. net rental income and gains on disposal of properties). Please see "Taxation – Italy Taxation" for further details.

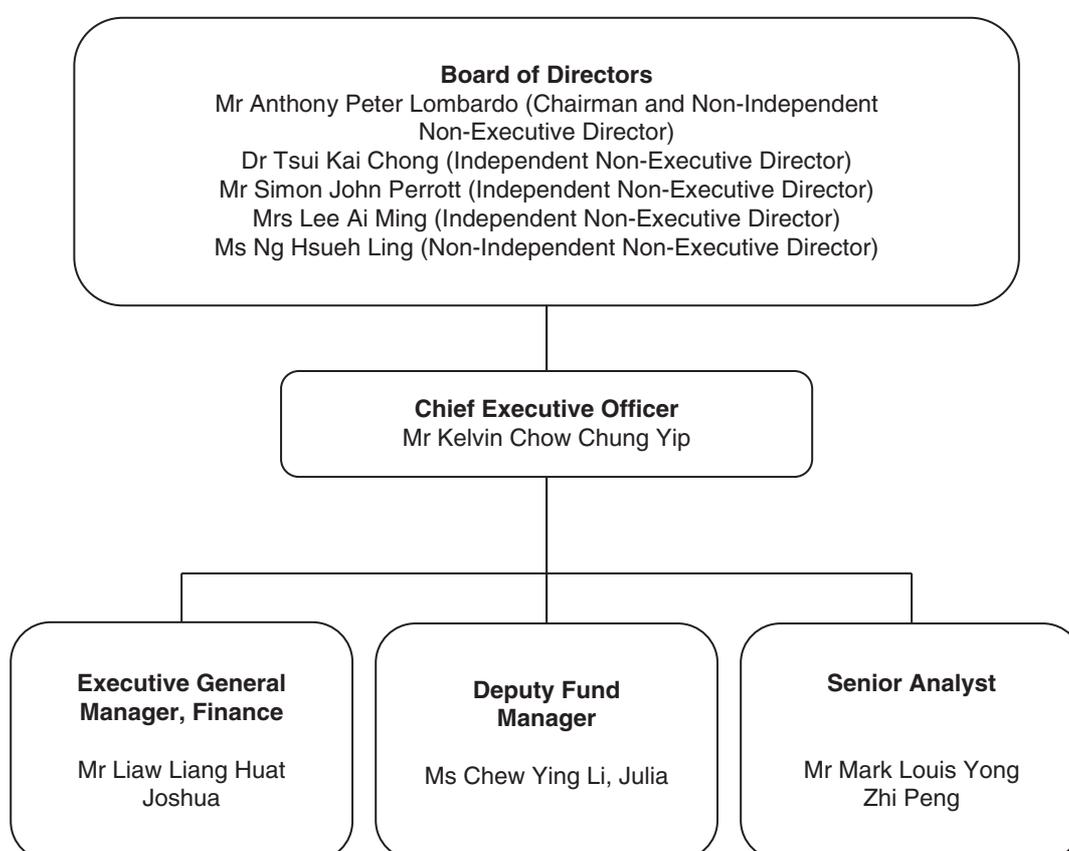
THE MANAGER AND CORPORATE GOVERNANCE

THE MANAGER OF LENDLEASE GLOBAL REIT

The Manager, Lendlease Global Commercial Trust Management Pte. Ltd., was incorporated in Singapore under the Companies Act on 21 January 2019. As at the date of this Prospectus, the Manager has an issued and paid-up capital of S\$1,000,000. Its principal place of business as at the date of this Prospectus is located at 2 Tanjong Katong Road, #05-01 Paya Lebar Quarter, Singapore 437161, and its telephone number is +65 6671 6600. The Manager is wholly-owned by Lendlease Singapore Holdings Pty Limited (“**Lendlease Singapore Holdings**”), which is part of the Sponsor Group. (See “The Sponsor” for further details.)

The Manager has been issued a CMS Licence pursuant to the SFA on 13 September 2019 and is regulated by the MAS.

Management Reporting Structure



Board of Directors of the Manager

The Board is entrusted with the responsibility for the overall management of the Manager. The following table sets forth certain information regarding the directors of the Manager:

Name	Age	Address	Position
Mr Anthony Peter Lombardo	45	c/o 2 Tanjong Katong Road, #05-01 Paya Lebar Quarter, Singapore 437161	Chairman and Non-Independent Non-Executive Director and Member of Audit and Risk Committee
Dr Tsui Kai Chong	64	c/o 2 Tanjong Katong Road, #05-01 Paya Lebar Quarter, Singapore 437161	Independent Non-Executive Director, Lead Independent Director, Chairman of Audit and Risk Committee and Member of Nomination and Remuneration Committee
Mr Simon John Perrott	61	c/o 2 Tanjong Katong Road, #05-01 Paya Lebar Quarter, Singapore 437161	Independent Non-Executive Director, Member of Audit and Risk Committee and Member of Nomination and Remuneration Committee
Mrs Lee Ai Ming	64	c/o 2 Tanjong Katong Road, #05-01 Paya Lebar Quarter, Singapore 437161	Independent Non-Executive Director, Chairman of Nomination and Remuneration Committee and Member of Audit and Risk Committee
Ms Ng Hsueh Ling	52	c/o 2 Tanjong Katong Road, #05-01 Paya Lebar Quarter, Singapore 437161	Non-Independent Non-Executive Director and Member of the Nomination and Remuneration Committee

Listed Company Experience

Each of the directors of the Manager has served as a director of a public-listed company and/or manager of a public-listed REIT. Appropriate arrangements have been made to orientate the directors of the Manager in acting as a director of the manager of a public-listed REIT. The Board collectively has the appropriate experience to act as the directors of the Manager and is familiar with the rules and responsibilities of a director of a public-listed company and/or manager of a public-listed REIT.

Pursuant to Rule 210(5)(a) of the Listing Manual, a director who has no prior experience as a director of an issuer listed on the SGX-ST ("**First-time Director**") must undergo mandatory training with the Singapore Institute of Directors in the roles and responsibilities of a director of a listed issuer as prescribed by the SGX-ST, by the end of the first year of Lendlease Global REIT's Listing ("**Mandatory Training**"). In this regard, Mr Anthony Peter Lombardo and Mr Simon John Perrott are First-time Directors who will attend Mandatory Training within the period permitted under the Listing Manual.

Family Relationship

None of the directors of the Manager are related to one another, any substantial shareholder of the Manager or any Substantial Unitholder.

Independent Directors

None of the Independent Directors of the Board sits on the boards of the principal subsidiaries of Lendlease Global REIT that are based in jurisdictions other than in Singapore. Each of the Independent Directors of the Manager confirms that they are able to devote sufficient time to discharge their duties as an Independent Director of the Manager.

Under the Securities and Futures (Licensing and Conduct of Business) Regulations (“**SFR-LCB**”), a director of the Manager is an independent director if, among others, the director is independent from every substantial shareholder of the Manager and every substantial unitholder of Lendlease Global REIT and is independent from any business relationship with the Manager and Lendlease Global REIT. Under the SFR-LCB, a director is considered (i) not to be independent from every substantial shareholder of the Manager and every substantial unitholder of Lendlease Global REIT if, among others, the director is a director of a related corporation of the Manager, and (ii) not to be independent from business relationships with the Manager and Lendlease Global REIT if, among others, the director has received any payment from a related corporation of the Manager at any time during the current or immediately preceding financial year of the Manager, other than salary received for the director’s service as an employee of such related corporation of the Manager. However, under the SFR-LCB, a director who is not considered to be independent from every substantial shareholder of the Manager and every substantial unitholder of Lendlease Global REIT and/or independent from business relationships with the Manager and Lendlease Global REIT may nevertheless be treated as an independent director of the Manager if the Board of Directors of the Manager (the “**Board**”) is satisfied that the director is able to act in the best interests of all the Unitholders as a whole.

Independence of Mr Simon John Perrott

Mr Simon John Perrott is currently an independent non-executive director and a member of the Audit and Risk Management Committee of Lendlease Real Estate Investments Limited (“**LLREIL**”), a wholly owned subsidiary of Lendlease Corporation. LLREIL holds an Australian financial services licence granted by the Australian Securities and Investments Commission (“**ASIC**”) and it currently acts as the responsible entity and operates five registered managed investment schemes in Australia on behalf of third party investors. In connection with his role as an independent non-executive director of LLREIL, he is paid certain director fees by LLREIL. In addition, Mr Perrott is an independent non-executive director of Retirement Benefit Fund Pty Limited, which is the trustee for the Lendlease Retirement Benefit Fund, a non-profit organisation used to benefit charitable style purposes of the Lendlease Foundation (such as the Lendlease Community Day where employees globally assist their local communities, for example, maintenance of schools/hospitals, clean-up and painting campaigns etc.) and other charitable purposes determined by the board of Retirement Benefit Fund Pty Limited. The board of Retirement Benefit Fund Pty Limited comprises a number of independent directors (such as Mr Perrott) who determine the appropriate usage of the funds consistent with the charter of, Retirement Benefit Fund Pty Limited. In connection with his role as an independent non-executive director of Retirement Benefit Fund Pty Limited, Mr Perrott is paid certain director fees by Retirement Benefit Fund Pty Limited. Lendlease Retirement Benefit Fund has no connection with Lendlease Global REIT.

In light of the foregoing, the Board has reviewed the independence of Mr Perrott from business relationships with the Manager and Lendlease Global REIT. Having carried out such review, the Board is satisfied that the business relationship described above will not interfere with Mr Perrott’s independent judgement and ability to act with regard to the interests of all the Unitholders as a whole. Accordingly, the Board is satisfied that Mr Perrott is able to act in the best interests of all the Unitholders as a whole and is therefore an independent director of the Manager and is also considered independent under the Code of Corporate Governance 2018 as well.

The Board has reached this conclusion based on the following reasons:

- (i) Mr Perrott is not and has never been employed by any member of the Lendlease Group. His only roles with the Lendlease Group are his appointment as independent non-executive directors of LLREIL and Retirement Benefit Fund Pty Limited;
- (ii) LLREIL is a licensed entity regulated by ASIC and manages funds which are invested in by third party investors. As a licensed entity, LLREIL is required to meet certain board independence requirements as well and Mr Perrott is considered an independent director in respect of LLREIL. In addition, Retirement Benefit Fund Pty Limited is a non-profit organisation used to benefit charitable style purposes of the Lendlease Foundation (such as the Lendlease Community Day where employees globally assist their local communities, for example, maintenance of schools/hospitals, clean-up and painting campaigns, etc.) and other charitable purposes determined by the board of Retirement Benefit Fund Pty Limited. The board of Retirement Benefit Fund Pty Limited comprises a number of independent directors (such as Mr Perrott) who determine the appropriate usage of the funds consistent with the charter of Retirement Benefit Fund Pty Limited;
- (iii) save for director fees paid by LLREIL to Mr Perrott which is incidental to his appointment as an independent director of LLREIL, Mr Perrott does not receive any cash or other compensation from the Lendlease Group; and
- (iv) Mr Perrott does not fall within any of the circumstances set out under Rule 201(5)(d) of the Listing Manual which would make him not independent.

Further, Mr Perrott has shown independent judgement in his deliberation of the interests of Lendlease Global REIT. Mr Perrott's participation in the Board will benefit Lendlease Global REIT given his expertise. (See "Experience and Expertise of the Board of Directors of the Manager – Mr Simon John Perrott" below for further details.)

The Nomination and Remuneration Committee (as defined herein) is of the opinion that the Independent Directors are able to devote sufficient time to discharge their duties as Independent Directors of the Manager.

Experience and Expertise of the Board of Directors of the Manager

Information on the business and working experience of the directors of the Manager is set out below:

Mr Anthony Peter Lombardo is a Non-Independent Non-Executive Director of the Manager and Chairman of the Board. He is also a Member of the Audit and Risk Committee.

Mr Lombardo is the Chief Executive Officer of Lendlease Asia Holdings Pte. Ltd. and he has held this position since 2016. As Chief Executive Officer, Asia, he is responsible for developing strategies for the growth of Lendlease business and operations in Asia. Prior to this, he was Lendlease Corporation's Group Chief Financial Officer from 2011 until 2016, managing the financial matters for the Group, and Group Head of Strategy/M&A between 2007 and 2011 in developing and driving group strategies. Before joining the Lendlease Group, he held various positions including Vice President of Strategy, Director of Business Development and Manager of Finance with General Electric International Inc, and Manager with KPMG Australian Services Pty Limited.

Mr Lombardo graduated with a Bachelor of Business, Accountancy from the Royal Melbourne Institute of Technology and is a Chartered Accountant with Chartered Accountants, Australia and New Zealand since 2000.

Dr Tsui Kai Chong is an Independent Non-Executive Director of the Manager and the Lead Independent Director. He is also the Chairman of the Audit and Risk Committee and a Member of the Nomination and Remuneration Committee.

Dr Tsui has been the Provost of the Singapore University of Social Sciences since 2005. Previously, Dr Tsui was the Vice Provost, Singapore Management University, where he was in charge of undergraduate and graduate programmes.

Dr Tsui is a non-executive director of the Intellectual Property Office of Singapore, a position he has held since 2015. He had previously served as a member of the boards of IP Academy, National Council of Social Service, Keppel Land Limited and was also chairman of the manager of Keppel REIT.

Dr Tsui received his Chartered Financial Analyst qualification in 1993. He holds a Master of Philosophy and a Doctor of Philosophy from the Graduate School of Business Administration of New York University.

Mr Simon John Perrott is an Independent Non-Executive Director of the Manager. He is also a Member of the Nomination and Remuneration Committee and Member of the Audit and Risk Committee.

Mr Perrott was previously the Chairman of CIMB Bank Australia from 2012 to 2014 and the Chairman of RBS Australia from 2009 to 2012. From 2002 to 2009, he held various roles in ABN AMRO Bank N.V. where his last held role was Co-Head of Banking. He is currently also an independent non-executive director of LLREIL, a wholly-owned subsidiary of Lendlease Corporation, which holds an Australian financial services licence granted by the Australian Securities and Investments Commission and which is the fund manager of certain of Lendlease's funds. In addition, Mr Perrott is an independent non-executive director of Retirement Benefit Fund Pty Limited, which is the trustee for the Lendlease Retirement Benefit Fund, a non-profit organisation.

Mr Perrott holds a Bachelor of Science from the University of Melbourne and a Master of Business Administration from the University of New South Wales.

Mrs Lee Ai Ming is an Independent Non-Executive Director of the Manager. She is also the Chairman of the Nomination and Remuneration Committee and a Member of the Audit and Risk Committee.

Mrs Lee has been a Senior Consultant with Dentons Rodyk & Davidson LLP since 2015. Prior to that, she was the Deputy Managing Partner of Dentons Rodyk & Davidson LLP (then known as Rodyk & Davidson LLP), having joined the firm in 1982. She is currently also an independent director of Keppel Telecommunications & Transportation Ltd. She has previously served on the boards of HTL International Holdings Pte. Ltd., Keppel Land Limited, Keppel REIT Management Limited (the manager of Keppel REIT) and the Agri-Food and Veterinary Authority as an independent director. She is also a Justice of the Peace, having been appointed in 2016.

Mrs Lee holds a Bachelor of Laws (Honours) from the University of Singapore (now known as the National University of Singapore).

Ms Ng Hsueh Ling is a Non-Independent Non-Executive Director of the Manager. She is also a Member of the Nomination and Remuneration Committee.

Ms Ng is the Managing Director, Singapore and Chief Investment Officer, Asia of Lendlease Investment Management Pte. Ltd. since 2017. She is responsible for developing, overseeing and inputting mid to long term strategies for the region's investments, products and services to drive

growth for the Asia region's investment portfolio. As Managing Director, Singapore, she leads and directs all aspects of the country's operations, managing and monitoring standards of delivery and deployment of resources. She reviews and monitors the performance of investments to ensure fund and asset value growth and profit opportunities are compatible with the Company's objectives and acceptable risk standards. Prior to joining Lendlease, she was the Chief Executive Officer of Keppel REIT Management Limited, the manager of Keppel REIT, from 2009 to 2017, Chief Executive Officer, Korea & Japan and Senior Vice President of Fund Business Development and Real Estate Fund Management of Ascendas Pte. Ltd. from 2005 to 2009, Vice President of Real Estate Capital Management with CapitaLand Financial Ltd. from 2002 to 2005 and Vice President of Investment & Investment Sales with CapitaLand Commercial Ltd. from 2000 to 2001.

Ms Ng graduated with a Bachelor of Science (Estate Management) from the National University of Singapore. She is also a Fellow of the Singapore Institute of Surveyors and Valuers and a licensed appraiser for Lands and Buildings with the Inland Revenue Authority of Singapore.

List of Present and Past Principal Directorships of Directors

A list of the present and past directorships of each director of the Manager over the last five years preceding the Latest Practicable Date is set out in Appendix H, "List of Present and Past Principal Directorships of Directors and Executive Officers".

Roles of the Board of Directors

The key roles of the Board are to:

- guide the corporate strategy and direction of the Manager;
- ensure that senior management discharges business leadership and demonstrates the highest quality of management skills with integrity and enterprise; and
- oversee the proper conduct of the Manager.

The Board comprises five directors. The audit and risk committee of the Board (the "**Audit and Risk Committee**") comprises Dr Tsui Kai Chong, Mr Simon John Perrott, Mrs Lee Ai Ming and Mr Anthony Peter Lombardo. Dr Tsui Kai Chong will assume the position of Chairman of the Audit and Risk Committee. The nomination and remuneration committee of the Board (the "**Nomination and Remuneration Committee**") comprises Mrs Lee Ai Ming, Dr Tsui Kai Chong, Mr Simon John Perrott and Ms Ng Hsueh Ling. Mrs Lee Ai Ming will assume the position of Chairman of the Nomination and Remuneration Committee.

The Board shall meet to review the key activities and business strategies of the Manager. The Board intends to meet regularly, at least once every quarter, to deliberate on the strategies of Lendlease Global REIT, including acquisitions and divestments, funding and hedging activities, approval of the annual budget and review of the performance of Lendlease Global REIT. The Board or the relevant board committee will also review Lendlease Global REIT's key financial risk areas and the outcome of such reviews will be disclosed in the annual report or where the findings are material, immediately announced via SGXNET.

Each director of the Manager has been appointed on the basis of his or her professional experience and ability to contribute to the proper guidance of Lendlease Global REIT.

The Board will have in place a set of internal controls which sets out approval limits for operational and capital expenditures, investments and divestments, bank borrowings and cheque signatory arrangements. In addition, sub-limits will also be delegated to various management levels to facilitate operational efficiency.

Taking into account the fact that Lendlease Global REIT was constituted only on 28 January 2019 and will only acquire its portfolio on the Listing Date, the Board, in concurrence with the Audit and Risk Committee, is of the opinion that the internal controls as are further described in:

- “The Manager and Corporate Governance – The Manager of Lendlease Global REIT – Board of Directors of the Manager – Roles of the Board of Directors”;
- “The Manager and Corporate Governance – Corporate Governance of the Manager – Board of Directors of the Manager”;
- “The Manager and Corporate Governance – Corporate Governance of the Manager – Audit and Risk Committee”;
- “The Manager and Corporate Governance – Corporate Governance of the Manager – Compliance Function”;
- “The Manager and Corporate Governance – Corporate Governance of the Manager – Dealings in Units”;
- “The Manager and Corporate Governance – Corporate Governance of the Manager – Management of Business Risk”;
- “The Manager and Corporate Governance – Corporate Governance of the Manager – Potential Conflicts of Interest”;
- “The Manager and Corporate Governance – Related Party Transactions – The Manager’s Internal Control System”;
- “The Manager and Corporate Governance – Related Party Transactions – Role of the Audit and Risk Committee for Related Party Transactions”;
- “The Manager and Corporate Governance – Related Party Transactions – Related Party Transactions in Connection with the Setting Up of Lendlease Global REIT and the Offering”;
- “The Manager and Corporate Governance – Related Party Transactions – Exempted Agreements”; and
- “The Manager and Corporate Governance – Related Party Transactions – Future Related Party Transactions”,

will be adequate in addressing financial, operational and compliance risks faced by Lendlease Global REIT.

The members of the Audit and Risk Committee will monitor changes to regulations and accounting standards closely. To keep pace with regulatory changes, where these changes have an important bearing on the Manager’s or its directors’ disclosure obligations, the directors of the Manager will be briefed either during Board meetings or at specially convened sessions involving relevant professionals.

The positions of Chairman of the Board and Chief Executive Officer are separately held by two persons in order to maintain an effective check and balance. The Chairman of the Board is Mr Anthony Peter Lombardo, while the Chief Executive Officer is Mr Kelvin Chow Chung Yip. The Lead Independent Director is Dr Tsui Kai Chong.

As at the date of this Prospectus, majority of the directors of the Manager are non-executive and independent. This should enable the management to benefit from their external, diverse and objective perspective on issues that are brought before the Board. It should also enable the Board to interact and work with the management through a robust exchange of ideas and views to help shape the strategic process. This, together with a clear separation of the roles of the Chairman and the Chief Executive Officer, should provide a healthy professional relationship between the Board and the management, with clarity of roles and robust oversight as they deliberate on the business activities of the Manager.

There is a clear separation of the roles and responsibilities between the Chairman and the Chief Executive Officer of the Manager. The Chairman is responsible for the overall management of the Board so that the members of the Board and the management work together with integrity and competency, and that the Board engages the management in constructive debate on strategy, business operations, enterprise risk and other plans. The Chief Executive Officer has full executive responsibilities over business direction and operational decisions in the day-to-day management of the Manager.

The Board has separate and independent access to senior management and the company secretary(s) at all times. The company secretary(s) attends to corporate secretarial administration matters and attends all Board meetings. The Board also has access to independent professional advice where appropriate and when requested.

Lendlease Singapore Holdings, an indirect wholly owned subsidiary of Lendlease Corporation, has provided an undertaking (the “**Lendlease Singapore Undertaking**”) to the Trustee to provide Unitholders with the right to endorse the appointment of each of the directors of the Manager by way of an Ordinary Resolution at the annual general meetings of Unitholders. Pursuant to the Lendlease Singapore Undertaking, Lendlease Singapore Holdings undertakes to the Trustee:

- in relation to the directors of the Manager who are named in this Prospectus, to procure the Manager to seek Unitholders’ re-endorsement for the appointment of each such director no later than the third annual general meeting of Lendlease Global REIT after the Listing Date;
- to procure the Manager to seek Unitholders’ re-endorsement for the appointment of each Director no later than every third annual general meeting of Lendlease Global REIT after the relevant general meeting at which such Director’s appointment was last endorsed or re-endorsed, as the case may be;
- (where a person is appointed as a director of the Manager, either to fill a vacancy or as an addition to the existing directors of the Manager, at any time) to procure the Manager to seek Unitholders’ endorsement for his appointment as a director at the next annual general meeting of Lendlease Global REIT immediately following his appointment; and
- to procure any person whose appointment as a director of the Manager has not been endorsed or re-endorsed (as the case may be) by the Unitholders at the relevant general meeting of Lendlease Global REIT where the endorsement or re-endorsement (as the case may be) for his appointment was sought, to resign or otherwise be removed from the Board either (i) within 21 days from the date of the relevant general meeting or (ii) in the event that the Board determines that a replacement director has to be appointed, no later than the date when such replacement director is appointed, and the regulatory approval for such appointment (if any) has been obtained.

The endorsement or re-endorsement from Unitholders of any appointment of any person as a director of the Manager shall be by way of an Ordinary Resolution passed at the relevant general meeting of Lendlease Global REIT. The Lendlease Singapore Undertaking shall not restrict the Manager or Lendlease Singapore Holdings from appointing any director of the Manager from time to time in accordance with applicable laws and regulations (including any applicable rules of the SGX-ST) and the constitution of the Manager. The Lendlease Singapore Undertaking shall remain in force for so long as:

- the Manager remains as a wholly-owned subsidiary company (as defined in the Companies Act) of Lendlease Singapore Holdings; and
- the Manager remains as the manager of Lendlease Global REIT.

By subscribing for the Units under the Offering, investors are deemed to have endorsed the appointment of the directors of the Manager as disclosed in this Prospectus.

Executive Officers of the Manager

The executive officers of the Manager are entrusted with responsibility for the daily operations of the Manager. The following table sets forth information regarding the executive officers of the Manager:

Name	Age	Address	Position
Mr Kelvin Chow Chung Yip	47	c/o 2 Tanjong Katong Road, #05-01 Paya Lebar Quarter, Singapore 437161	Chief Executive Officer
Mr Liaw Liang Huat Joshua	40	c/o 2 Tanjong Katong Road, #05-01 Paya Lebar Quarter, Singapore 437161	Executive General Manager, Finance
Ms Chew Ying Li, Julia	33	c/o 2 Tanjong Katong Road, #05-01 Paya Lebar Quarter, Singapore 437161	Deputy Fund Manager
Mr Mark Louis Yong Zhi Peng	28	c/o 2 Tanjong Katong Road, #05-01 Paya Lebar Quarter, Singapore 437161	Senior Analyst

Experience and Expertise of the Executive Officers of the Manager

Information on the working experience of the executive officers of the Manager is set out below:

Mr Kelvin Chow Chung Yip is the Chief Executive Officer of the Manager.

Mr Chow was previously the Managing Director of Investment Management in Asia in Lendlease Investment Management Pte. Ltd., a position he held since 2018, where he was responsible for the overall performance of the Asia funds platform and asset management function. Prior to joining Lendlease Investment Management Pte. Ltd., he was the Chief Financial Officer of Keppel REIT Management Limited, the manager of Keppel REIT, from 2015 to 2018, where he was responsible for all finance and accounting matters, tax and treasury matters, overseeing the implementation of Keppel REIT's short and medium-term capital structure, structuring new investment entities, fund management activities and financial condition. From 2012 to 2014, he was the Chief Financial Officer of SB Trust Management Pte. Ltd., the manager of Soilbuild Business Space REIT. He has also held a variety of finance roles such as Financial Controller of Cambridge Industrial Trust Management Pte. Ltd., Finance Director of Invista Real Estate Investment Management, Chief Financial Officer of Estadia Capital Pte. Ltd. and Senior Vice President with Overseas Union Enterprise Limited.

Mr Chow holds a Master of Business Administration from Universitas 21 Global. He is a Fellow of the Association of Chartered Certified Accountants and a member of the Institute of Singapore Chartered Accountants.

Mr Liaw Liang Huat Joshua is the Executive General Manager, Finance¹ of the Manager.

Mr Liaw has approximately 15 years of experience in real estate finance and banking. He was previously the General Manager, Finance Singapore of Lendlease Investment Management Pte. Ltd., a role he held since 2018. In that role, he was responsible for finance matters across Lendlease's operating businesses in Singapore. From 2014 to 2018, Mr Liaw held the position of Head of Treasury, Asia, and oversaw all treasury activities for Lendlease in Asia, including debt capital management, transaction banking and risk management.

Before joining Lendlease in 2014, Mr Liaw was a real estate banker at Standard Chartered Bank, Singapore Branch since 2009, holding the role of Director, Commercial Real Estate, Client Coverage, and was responsible for originating and executing real estate banking, and debt and equity capital markets transactions for a client base that included private equity real estate funds, sovereign wealth funds, pension funds, insurance funds, real estate investment trusts and developers. Prior to joining Standard Chartered Bank, Singapore Branch, he also held roles with Citibank, N.A. Singapore Branch since 2005.

Mr Liaw holds a Bachelor of Science in Economics (*Summa Cum Laude*) from the Singapore Management University and a Bachelor of Business in Logistics & Transport Management from the Royal Melbourne Institute of Technology.

After making all reasonable enquiries and, to the best of their knowledge and belief, nothing has come to the attention of the members of the Audit and Risk Committee to cause them to believe that Mr Liaw does not have the competence, character and integrity expected of a chief financial officer (or its equivalent rank) of the Manager. The Audit and Risk Committee considers that Mr Liaw's experience in treasury, finance and real estate banking and corporate experience, and also his experience within the Lendlease Group (as described above), makes him a suitable candidate to be the Executive General Manager, Finance of the Manager, which is of an equivalent rank to a chief financial officer. On this basis, the Audit and Risk Committee is of the opinion that Mr Liaw is suitable as the Executive General Manager, Finance of the Manager. Mr Liaw has also confirmed that he is familiar with the operations of Lendlease Global REIT and the properties comprising the IPO Portfolio.

Ms Chew Ying Li, Julia is the Deputy Fund Manager of the Manager.

Ms Chew was previously a Commercial Manager with Lendlease Retail Pte. Ltd. In that role, she was responsible for optimising the returns of a key real estate development asset within the Lendlease portfolio. Prior to joining Lendlease Retail Pte. Ltd., Ms Chew was with CapitaLand Limited from 2010 to 2017, with her last held role as Manager, Group Strategic Investments where her primary responsibility was to explore and execute corporate finance initiatives on behalf of CapitaLand Limited. Before joining CapitaLand Limited, she was with IE Singapore as Manager supporting Singapore companies on overseas business opportunities from 2009 to 2010.

Ms Chew holds a Bachelor of Business Management (*Magna Cum Laude*) from the Singapore Management University and is a Chartered Financial Analyst with the CFA Institute.

1 Mr Liaw's roles and responsibilities as the Executive General Manager, Finance are akin to the roles and responsibilities of a chief financial officer.

Mr Mark Louis Yong Zhi Peng is the Senior Analyst of the Manager.

Mr Yong was previously an Investment Analyst with Lendlease Investment Management Pte. Ltd., a position he held since August 2016. As an investment analyst, Mr Yong was responsible for developing and maintaining financial models for various private equity funds, preparing investor reports, maintaining investor relationships, and supporting asset management or other initiatives to improve asset and fund performance.

Mr Yong holds a Bachelor of Science (Real Estate) with Honours (Highest Distinction) from the National University of Singapore. Mr Yong was also awarded several academic awards in 2016, including the Lee Kuan Yew Gold Medal, World Valuation Congress Medal, CBRE Medal & Prize and Knight Frank Medal & Prize.

List of Present and Past Principal Directorships of Executive Officers

A list of the present and past directorships of each executive officer of the Manager over the last five years preceding the Latest Practicable Date is set out in Appendix H, "List of Present and Past Principal Directorships of Directors and Executive Officers".

Roles of the Executive Officers of the Manager

The **Chief Executive Officer** of the Manager will work with the Board to determine the strategy for Lendlease Global REIT. The Chief Executive Officer will also work with the other members of the management team to ensure that Lendlease Global REIT operates in accordance with the Manager's stated investment strategy. Additionally, the Chief Executive Officer will be responsible for planning the future strategic development of Lendlease Global REIT. The Chief Executive Officer is also responsible for the overall day-to-day management and operations of Lendlease Global REIT and working with the Manager's investment, asset management, financial and legal and compliance personnel in meeting the strategic, investment and operational objectives of Lendlease Global REIT.

The **Executive General Manager, Finance** of the Manager will work with the Chief Executive Officer and the other members of the management team to formulate strategic plans for Lendlease Global REIT in accordance with the Manager's stated investment strategy. The Executive General Manager, Finance will be responsible for applying the appropriate capital management strategy, including tax and treasury matters, as well as finance and accounting matters, overseeing implementation of Lendlease Global REIT's short and medium-term business plans, fund management activities and financial condition.

The **Deputy Fund Manager** of the Manager will work with the Chief Executive Officer and the other members of the management team to execute the investment programme of the Manager. The Deputy Fund Manager of the Manager will be responsible for identifying, researching and evaluating potential acquisitions and related investments with a view to enhancing Lendlease Global REIT's portfolio, or divestments where a property is no longer strategic, fails to enhance the value of Lendlease Global REIT's portfolio or fails to be yield accretive. In order to support these various initiatives, the investment team will develop financial models to test the financial impact of different courses of action.

The **Senior Analyst** of the Manager will work with the Chief Executive Officer and the other members of the management team to execute the investment programme of the Manager. This includes timely periodic financial and management reporting for the funds under management, providing detailed analysis of data to support decision making, compliance with audit, statutory and tax requirements, monitoring of financing covenants. The Senior Analyst of the Manager will also work with the Deputy Fund Manager of the Manager to identify, research and evaluate potential acquisitions and related investments with a view to enhancing Lendlease Global REIT's portfolio, or divestments where a property is no longer strategic, fails to enhance the value of Lendlease Global REIT's portfolio or fails to be yield accretive.

Roles and Responsibilities of the Manager

The Manager has general powers of management over the assets of Lendlease Global REIT. The Manager's main responsibility is to manage Lendlease Global REIT's assets and liabilities for the benefit of Unitholders.

The Manager will set the strategic direction and provide, among others, the following services to Lendlease Global REIT:

- **Investment:** Formulating Lendlease Global REIT's investment strategy, including determining the location, sub-sector type and other characteristics of Lendlease Global REIT's property portfolio, overseeing negotiations and providing supervision in relation to investments of Lendlease Global REIT and making final recommendations to the Trustee.
- **Asset management:** Formulating Lendlease Global REIT's asset management strategy, including determining tenant mix, asset enhancement works and rationalising operation costs. Providing supervision in relation to asset management of Lendlease Global REIT and making final recommendations to the Trustee on material matters.
- **Capital management:** Formulating plans for equity and debt financing for Lendlease Global REIT's property acquisitions, distribution payments, expense payments and property maintenance payments, executing capital and financial risk management plans, negotiating with financiers and underwriters and making final recommendations to the Trustee.
- **Accounting:** Preparing accounts, financial reports and annual reports for Lendlease Global REIT on a consolidated basis.
- **Compliance:** Making all regulatory filings on behalf of Lendlease Global REIT, and using commercially reasonable efforts to assist Lendlease Global REIT in complying with the applicable provisions of the SFA and all other relevant legislation, the Listing Manual, the CIS Code (including the Property Funds Appendix), the Take-Over Code, the Trust Deed, the CMS Licence, any tax ruling and all relevant contracts.
- **Investor relations:** Communicating and liaising with investors, analysts and the investment community.

The Manager has covenanted in the Trust Deed to use its best endeavours to:

- carry on and conduct its business in a proper and efficient manner;
- ensure that Lendlease Global REIT's operations are carried on and conducted in a proper and efficient manner; and
- conduct all transactions with or for Lendlease Global REIT on an arm's length basis and on normal commercial terms.

The Manager will prepare property plans on a regular basis, which may contain proposals and forecasts on Gross Revenue, capital expenditures, sales and valuations, explanations of major variances to previous forecasts, written commentary on key issues and any relevant assumptions. The purpose of these plans is to monitor the performance of Lendlease Global REIT's properties.

The Manager may require Lendlease Global REIT to borrow or may recommend that its subsidiaries borrow, (upon such terms and conditions as the Manager deems fit, including the charging or mortgaging of all or any part of the Deposited Property) whenever the Manager considers that such borrowings are necessary or desirable including in order to enable Lendlease

Global REIT to meet any liabilities or to finance the acquisition of any property. However, the Manager must not direct the Trustee, or such subsidiary, to incur a borrowing if to do so would mean that Lendlease Global REIT's total borrowings and deferred payments will exceed the limit stipulated by the MAS based on the value of its Deposited Property at the time the borrowing is incurred, taking into account deferred payments (including deferred payments for assets whether to be settled in cash or in Units).

In the absence of fraud, gross negligence, wilful default or breach of the Trust Deed by the Manager, it shall not incur any liability by reason of any error of law or any matter or thing done or suffered to be done or omitted to be done by it in good faith under the Trust Deed. In addition, 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 as Manager, to have recourse to the Deposited Property or any part thereof save where such action, cost, claim, damage, expense or demand is occasioned by the fraud, gross negligence, wilful default or breach of the Trust Deed by the Manager.

The Manager may, in managing Lendlease Global REIT and in carrying out and performing its duties and obligations under the Trust Deed, with the written consent of the Trustee, appoint such person to exercise any or all of its powers and discretions and to perform all or any of its obligations under the Trust Deed, provided always that the Manager shall be liable for all acts and omissions of such persons as if such acts and omissions were its own.

Fees Payable to the Manager

Management Fee

The Manager is entitled under the Trust Deed to the following management fees:

- a Base Fee at the rate of 0.3% per annum of Lendlease Global REIT's Deposited Property; and
- a Performance Fee at the rate of 5.0% per annum of Lendlease Global REIT's NPI calculated before accounting for the Performance Fee in the relevant Financial Year.

During its tenure as manager of Lendlease Global REIT, the Manager may elect to receive the Base Fee and Performance Fee in the form of cash and/or Units (as the Manager may elect), in such proportions as may be determined by the Manager. For Forecast Year 2020 and Projection Year 2021 the Manager has elected to receive 100.0% of the Base Fee and 100.0% of the Performance Fee in the form of Units.

Any increase in the rate or any change in the structure of the Management Fee must be approved by an Extraordinary Resolution passed at a meeting of Unitholders duly convened and held in accordance with the provisions of the Trust Deed. For the avoidance of doubt, the Manager's change in its election to receive cash or Units or a combination of cash and Units is not considered as a change in structure of the Management Fee.

Where the Base Fee and the Performance Fee are payable in the form of Units, such payment shall be made within 30 days of the last day of every calendar quarter (in relation to the Base Fee), and every financial year (in relation to the Performance Fee), or such longer period as the Manager may determine in the event that the Base Fee and/or Performance Fee cannot be computed within 30 days of the last day of the relevant period, in arrears.

Where the Base Fee and the Performance Fee is payable in the form of cash, such payment shall be made within 30 days of the last day of every calendar month (in relation to the Base Fee) or financial year (in relation to the Performance Fee) (or such longer period as the Manager may

determine in the event that the Base Fee and/or Performance Fees cannot be computed within 30 days of the last day of the relevant period), in arrears and in the event that cash is not available to make the whole or part of such payment, then payment of such Base Fee or Performance Fee due and payable to the Manager shall be deferred to the next calendar month when cash is available.

The Base Fee for every calendar month shall be computed and paid based on the management accounts of Lendlease Global REIT for the relevant calendar month. The Base Fee shall be adjusted based on the management accounts of Lendlease Global REIT reviewed by the auditors for such period to be determined by the Manager and shall be adjusted by the amount by which the total Base Fee for that relevant period's management accounts exceeds the total payments that have been made for that relevant period. Should the total payments that have been made for the relevant period exceed the total amount of Base Fee that should have been paid based on the relevant period's management accounts, the Manager shall refund the excess to Lendlease Global REIT as soon as reasonably practicable. For the avoidance of doubt, any refund due from and payable by the Manager shall be made in the form of cash regardless of whether or not the Base Fee was originally received by the Manager in the form of Units or cash.

The Base Fee shall accrue on each day of each calendar quarter (or such other period as may be agreed between the Manager and the Trustee) in respect of the period up to and including the last day of that calendar quarter or such other period as may be agreed between the Manager and the Trustee. The amount accruing on each day of each calendar quarter shall be a sum equal to the appropriate percentage of the value of the Deposited Property on the last day of the calendar quarter (or such other period as may be agreed between the Manager and the Trustee) multiplied by the number of days in the relevant period and divided by 365 or as the case may be, 366 days, in the case of a leap year. The "appropriate percentage" shall be the rate of Base Fee applicable on the relevant day.

Acquisition Fee and Divestment Fee

The Manager is also entitled to:

- an Acquisition Fee of 1.0% of each of the following as is applicable (subject to there being no double counting):
 - the acquisition price of any Real Estate purchased, whether directly or indirectly through one or more SPVs, by Lendlease Global REIT (plus any other payments¹ in addition to the acquisition price made by Lendlease Global REIT or its SPVs to the vendor in connection with the purchase of the Real Estate) (pro-rated, if applicable, to the proportion of Lendlease Global REIT's interest);
 - the underlying value² 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 Lendlease Global REIT, whether directly or indirectly through one or more SPVs (plus any additional payments made by Lendlease Global REIT or its SPVs to the vendor in connection with the purchase of such equity interests) (pro-rated, if applicable, to the proportion of Lendlease Global REIT's interest); or

1 "Other payments" refer to additional payments to the vendor of the asset, for example, where the vendor has already made certain payments for enhancements to the asset, and the value of the asset enhancements is not reflected in the acquisition price as the asset enhancements are not completed, but "other payments" do not include stamp duty or other payments to third party agents and brokers.

2 For example, if Lendlease Global REIT acquires an SPV which holds Real Estate, such underlying value would be the value of the Real Estate derived from the amount of equity ascribed to the asset which will be paid to Lendlease Global REIT as the purchase price plus any debt at the level of the SPV.

- the acquisition price of any investment purchased by Lendlease Global REIT, 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; and
- a Divestment Fee equivalent to 0.5% (or such lower percentage as may be determined by the Manager in its absolute discretion) of each of the following as is applicable (subject to there being no double-counting):
 - the sale price of any Real Estate sold or divested, whether directly or indirectly through one or more SPVs, by Lendlease Global REIT (plus any other payments¹ in addition to the sale price received by Lendlease Global REIT 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 Lendlease Global REIT's interest);
 - the underlying value² 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, whether directly or indirectly through one or more SPVs, by Lendlease Global REIT (plus any additional payments received by Lendlease Global REIT 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 Lendlease Global REIT's interest); or
 - the sale price of any investment sold or divested by Lendlease Global REIT, 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.

For the avoidance of doubt, the acquisition price or, as the case may be, the acquisition value, shall take into account any completion or other price or value adjustment to be made post-completion.

For the avoidance of doubt, the Divestment Fee is payable in respect of any divestment of Real Estate assets to both third parties and interested parties.

For the avoidance of doubt, the sale price, or as the case may be, the sale value, shall take into account any completion or other price or value adjustment to be made post-completion.

The IPO Acquisition Fee of approximately 1.0% of the acquisition price of the Milan Property and 0.75% of the acquisition price of the Singapore Property will be paid to the Manager in cash and Units respectively on or after the Listing Date for the acquisition of the Milan Property and the Singapore Property respectively. The IPO Acquisition Fee Units may not be sold within one year from the date of their issuance. Except as set out above and in accordance with the Property Funds Appendix, where the Manager receives a percentage-based fee when Lendlease Global REIT acquires real estate from an interested party, or disposes of real estate to an interested party, the Acquisition Fee or, as the case may be, the Divestment Fee will be in the form of Units issued at prevailing market price(s). Such Units may not be sold within one year from the date of issuance.

1 "Other payments" refer to additional payments to Lendlease Global REIT or its SPVs for the sale of the asset, for example, where Lendlease Global REIT or its SPVs have already made certain payments for enhancements to the asset, and the value of the asset enhancements is not reflected in the sale price as the asset enhancements are not completed, but "other payments" do not include stamp duty or other payments to third party agents and brokers.

2 For example, if Lendlease Global REIT sells or divests an SPV which holds Real Estate, such underlying value would be the value of the Real Estate derived from the amount of equity ascribed to the asset which will be paid to Lendlease Global REIT as the sale price plus any debt at the level of the SPV.

Any payment to third party agents¹ or brokers in connection with the acquisition or divestment of any real estate of Lendlease Global REIT shall be paid to such persons out of the Deposited Property of Lendlease Global REIT or the assets of the relevant SPV, and not out of the Acquisition Fee or the Divestment Fee received or to be received by the Manager.

The Acquisition Fee and Divestment Fee are payable to the Manager in the form of cash and/or Units (as the Manager may elect), in such proportions as may be determined by the Manager, at the issue price of Units issued to finance or part finance the acquisition in respect of which the Acquisition Fee is payable or in all other instances the then prevailing market price(s). In respect of any acquisition and sale or divestment of real estate assets from/to interested parties, such a fee should be in the form of Units issued by Lendlease Global REIT at prevailing market price(s) and such Units should not be sold within one year from the date of their issuance.

The Acquisition Fee and Divestment Fee are payable as soon as practicable after completion of the acquisition or, as the case may be, sale or disposal.

Any increase in the maximum permitted level of the Manager's Acquisition Fee or Divestment Fee must be approved by an Extraordinary Resolution passed at a meeting of Unitholders duly convened and held in accordance with the provisions of the Trust Deed.

Development Management Fee

The Manager is entitled to receive a Development Management Fee equivalent to 3.0% of the Total Project Costs incurred in a Development Project (each defined herein) undertaken by the Manager on behalf of Lendlease Global REIT (less any development management fee paid to the Property Managers).

In addition, when the estimated Total Project Costs is greater than S\$100.0 million, the Trustee and the Manager's independent directors will first review and approve the quantum of the Development Management Fee whereupon the Manager may be directed by its independent directors to reduce the quantum of the Development Management Fee. Further, in cases where the independent directors of the Manager are of the view that the market pricing for comparable services is materially lower than the Development Management Fee, the independent directors of the Manager shall have the discretion to direct the Manager to accept a Development Management Fee which is less than 3.0% of the Total Project Costs incurred in a Development Project undertaken on behalf of the Lendlease Global REIT.

Any increase in the maximum permitted level of the Manager's Development Management Fee or must be approved by an Extraordinary Resolution passed at a meeting of Unitholders duly convened and held in accordance with the provisions of the Trust Deed.

The Development Management Fee is payable to the Manager in the form of cash and/or Units (as the Manager may elect in its sole discretion).

The Development Management Fee is payable in equal monthly instalments over the construction period of each Development Project based on the Manager's best estimate of the Total Project Costs and construction period and, if necessary, a final payment of the balance amount when the Total Project Costs are finalised.

As land costs will not be included in the computation of Total Project Costs, the Manager shall be entitled to receive an Acquisition Fee on the land costs.

¹ These third party agents or brokers could be property agents who are engaged for the purpose of acquiring or divesting assets or auctioneers (where assets are to be acquired or divested through auction sales).

The Manager may at its sole discretion appoint one or more service providers to perform all or some of the development management services provided that the Manager remains at all times responsible for the development management services provided by the service provider(s) and the Manager shall be entitled to the full Development Management Fee notwithstanding the appointment of such service provider(s).

Lendlease Global REIT will only undertake development activities within the limits of the Property Funds Appendix. The Property Funds Appendix provides that a REIT should commit no more than 10.0% of its deposited property to development and investments in uncompleted property developments. The 10.0% limit may be exceeded (subject to a maximum of 25.0% of Lendlease Global REIT's deposited property) only if (i) the additional allowance of up to 15.0% of Lendlease Global REIT's deposited property is utilised solely for the redevelopment of an existing property that has been held by Lendlease Global REIT for at least three years and which Lendlease Global REIT will continue to hold for at least three years after the completion of the redevelopment; and (ii) Lendlease Global REIT obtains specific approval of its Unitholders at a general meeting for the redevelopment of the property.

Fees payable to other asset managers, property managers, or investment managers

The Manager may appoint, or the Trustee or any entity which is held by Lendlease Global REIT (whether wholly or partially) may, at the recommendation of the Manager, appoint a Relevant Entity to provide asset management services or investment management services in respect of any asset of Lendlease Global REIT and such Relevant Entity may be entitled to the Relevant Fees. The fees payable to the Manager shall be reduced by the Relevant Fees to the extent that such Relevant Fee relates to an asset management fee, acquisition fee, divestment fee and development management fee. Please see "Certain Fees and Charges" for further details. Any such appointment of a Relevant Entity will be subject to the Manager's satisfaction as to the terms of the appointment, which shall include appropriate mechanisms for review of the performance of such Relevant Entity.

Please refer to "The Manager and Corporate Governance – Corporate Governance of the Manager – Potential Conflicts of Interest" which provides details of the procedures to deal with potential conflict of interest issues and, in particular, that the Trust Deed sets out procedures where the Manager is required to decide whether or not to take any action against any person in relation to any breach of any agreement with a Related Party.

Retirement or Removal of the Manager

The Manager shall have the power to retire in favour of a corporation recommended by the Manager and approved by the Trustee to act as the manager of Lendlease Global REIT.

Also, the Manager may be removed by notice given in writing by the Trustee if:

- the Manager goes into liquidation (except a voluntary liquidation for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the Trustee) or if a receiver is appointed over its assets or a judicial manager is appointed in respect of the Manager;
- the Manager ceases to carry on business;
- the Manager is in breach of any material obligation imposed on the Manager by the Trust Deed, and such breach has not been cured or remedied within 60 days of receipt of written notice of such breach from the Trustee, provided that at the end of the 60 days, the cure period may be extended for such period as may be agreed between the Manager and the Trustee;

- the Unitholders by an Ordinary Resolution duly proposed and passed by Unitholders present and voting at a meeting of Unitholders convened in accordance with the Trust Deed, with no Unitholder (including the Manager and its Related Parties) being disenfranchised, vote to remove the Manager;
- for good and sufficient reason the Trustee is of the opinion that the actions of the Manager harms the interests of the Unitholders, and so states in writing such reason and opinion, that a change of Manager is desirable in the interests of the Unitholders; or
- the MAS directs the Trustee to remove the Manager.

Where the Manager is removed on the basis that a change of the Manager is desirable in the interests of the Unitholders, the Manager has a right under the Trust Deed to refer the matter to arbitration in accordance with the provisions of the Arbitration Act, Chapter 10 of Singapore, before three arbitrators, the first of whom shall be appointed by the Manager, the second of whom shall be appointed by the Trustee and the third of whom shall be appointed by the Chairman for the time being of the SGX-ST (failing which appointment, the third arbitrator shall be jointly appointed by the Manager and the Trustee) and any decision made pursuant to such arbitration proceedings shall be binding upon the Manager, the Trustee and all Unitholders.

THE SINGAPORE PROPERTY MANAGER

Master Property Management Agreement

The Singapore Property and any properties that are subsequently acquired by the Trustee on behalf of Lendlease Global REIT, whether such properties are directly or indirectly held by Lendlease Global REIT, or are wholly or partly owned by Lendlease Global REIT, will be managed by the Singapore Property Manager or its related corporations in accordance with the terms of the Master Property Management Agreement.

The Master Property Management Agreement is entered into by the Manager, the Trustee and the Singapore Property Manager pursuant to which the Singapore Property Manager or its related corporations will be appointed to provide property management, lease management, project management and marketing services to Lendlease Global REIT in respect of any properties of Lendlease Global REIT, subject to the terms and conditions of the Master Property Management Agreement. The Singapore Property Manager may itself be the property manager or may nominate a related corporation or third party agent to be the property manager to perform property management, lease management, project management and marketing services.

The Master Property Management Agreement provides that in respect of each property which is held by the Trustee (whether directly or indirectly), the Trustee, the Manager and the Singapore Property Manager (or its nominee, as the case may be) will enter into a separate individual property management agreement, in the form and on terms substantially similar to the form of individual property management agreement appended to the Master Property Management Agreement. The individual property management agreements will be entered into in furtherance of the Master Property Management Agreement and in the form as appended to the Master Property Management Agreement.

Accordingly:

- (a) termination of any one individual property management agreement entered into in respect of any future property acquired would not impact the Master Property Management Agreement or any other individual property management agreements entered into pursuant to the Master Property Management Agreement; and
- (b) termination of the Master Property Management Agreement would cause all individual property management agreements entered into pursuant to it to be terminated too. The initial term of the Master Property Management Agreement is 15 years from the date on which the Master Property Management Agreement will be entered into.

Six months prior to expiry of the initial term of the Master Property Management Agreement, the Trustee (on the recommendation of the Manager) may request to extend (“**Extension Notice**”) the Singapore Property Manager’s appointment for a further term to be agreed between the parties, and on the same terms and conditions, except for (i) revision of all fees payable to the Singapore Property Manager to market rates prevailing at the time of such extension and (ii) any term which the Trustee and the Singapore Property Manager agree is required due to any change in the applicable legislation or regulations. The extension of the Master Property Management Agreement and any changes to the terms shall be subject to Unitholders approval if such approval is required pursuant to the Trust Deed or any applicable legislation or regulations.

When the Trustee gives the Singapore Property Manager an Extension Notice, that Extension Notice must include details of the revision of all fees and any changes to terms required due to applicable legislation or regulations. On or before the date falling two months after the Singapore Property Manager receives the Extension Notice, if the Singapore Property Manager disagrees with the Trustee’s decision on the prevailing market rates for the extension term, the matter will be referred to an independent expert whose determination of the prevailing market rates shall be final and binding on the parties.

The Trustee may give a written request to the Singapore Property Manager to extend the appointment of the Singapore Property Manager for the extension term, on the revised fees based on the prevailing market rates determined as aforesaid.

The Trustee shall not be obliged to extend the appointment of the Singapore Property Manager if the above conditions are not fulfilled.

Fees

Under the Master Property Management Agreement, the Singapore Property Manager is entitled to the fees set out below, to be borne out of the Deposited Property, for each property under its management.

Property Management Fees

For property management services rendered by the Property Manager for a property which is under its management save for the Singapore Property, the Trustee will pay the Property Manager for each such property a property management fee equal to 2.0% per annum of Gross Revenue and 2.0% of Net Property Income of the relevant property.

The Singapore Property Manager will also be reimbursed the cost of providing the services and any additional services agreed, as the case may be, as well as any direct expenses incurred in accordance with the Master Property Management Agreement.

The property management fee for the Singapore Property is charged based on the following formula:

$F = F1 + F2$, where

$F1 = 1.85\%$ of GR; and

$F2 = 1.85\%$ of $(GR - OE - F1)$,

and:

GR = Gross receipts for the financial year which refers to all income accruing or resulting from the operation of the Singapore Property for the relevant financial year or part thereof, including but not limited to rental income (including turnover rent), rental premiums, licence fees, service charges, advertising and promotion fees and other sums due from tenants, licensees and concessionaires and other income or revenue earned from all rights of occupation or use of the Singapore Property and the proceeds of any payment under any insurance policy against loss of rent or other income arising from the operation of the Singapore Property.

OE = Operating expenses for that Financial Year which refers to all costs and expenses incurred or payable by Lendlease Global REIT in the operation, maintenance, management, repair and cleaning of the Property.

Leasing Fee

In respect of each new lease, renewal of an existing lease or relocation of an existing lease negotiated by the Singapore Property Manager and entered into by a tenant, the Singapore Property Manager is entitled to a leasing fee of 100% of one month's base rent, one month's service charge and one month's advertising and promotion fee (if any), payable by the tenant under the lease. For the Singapore Property, the leasing fee is 80% of one month's base rent, one month's service charge and one month's advertising and promotion fee (if any), payable by the tenant under the lease. The leasing fee will be subject to review every three years to be in line with market rates as may be agreed by the Manager, the Trustee and the Singapore Property Manager. Any revision to the leasing fee arising from the review every three years will be subject to Rules 905 and 906 of the Listing Manual.

Tenancy Design Review Fee

Where tenancy design review services are required for a new lease, renewal of existing lease, relocation of an existing lease or any licence or concession, a fixed tenancy design review fee of S\$6,000 per tenancy, subject to annual increase by a percentage which reflects the percentage increase in the CPI in Singapore during the 12 month period prior to that date plus 1%.

Individual Property Management Agreement

Under the respective individual property management agreement (pursuant to the Master Property Management Agreement) for each property subsequently acquired by the Trustee on behalf of Lendlease Global REIT ("**Individual Property Management Agreement**"), whether such properties are directly or indirectly held by Lendlease Global REIT, or are wholly or partially owned by Lendlease Global REIT, Lendlease Global REIT may appoint the Singapore Property Manager to provide property management to such property, by giving written notice to the Singapore Property Manager informing the Singapore Property Manager of its appointment as the property manager in relation to such new property. On the Listing Date, the Singapore Property Manager will be the property manager for the Singapore Property pursuant to the Singapore Property Individual Property Management Agreement.

Property Manager's Services

The services provided by the Singapore Property Manager for each property under its management include the following:

- preparing the annual property, marketing and capital expenditure budgets, including a business plan to achieve those objectives;
- preparing the annual leasing strategy for the leasing of the Property;
- planning for advertising and promotional programmes for the Property;
- providing accounting and administrative services including the maintenance of suitable books of accounts;
- ensuring the proper conduct, use and operation of the Property, including planning and supervising maintenance and repairs; and
- ensuring that insurances in relation to the tenants are reviewed annually.

Power of Attorney

The Trustee shall grant to the Singapore Property Manager and/or the Manager such power of attorney as the Trustee deems fit.

Provision of Office Space

Where applicable, the Trustee or the Manager shall permit the staff members of the Singapore Property Manager to occupy suitable office space at the relevant property (as approved by the Trustee based on the recommendation of the Manager) without the Singapore Property Manager being required to pay any rent, service charge, utility charges or other sums in respect thereof.

Termination

The Master Property Management Agreement or the relevant Individual Property Management Agreement may be terminated by the non-defaulting party if an event of default occurs. It is an event of default if:

- (a) a party breaches any material obligation under the Master Property Management Agreement or the relevant Individual Property Management Agreement that is capable of remedy, the other party gives written notice of the breach to the defaulting party and the defaulting party does not commence to remedy the breach within 20 business days after the date of the notice and thereafter continue to remedy the breach;
- (b) a party breaches any material obligation under the Master Property Management Agreement or the relevant Individual Property Management Agreement that is not capable of remedy, the other party gives written notice of the breach to the defaulting party, and the defaulting party does not agree to pay reasonable compensation in respect of the default within 30 business days from the date of the notice;
- (c) a party ceases to carry on business;
- (d) a party is prohibited from performing its obligations under the Master Property Management Agreement by a change in any law;

- (e) an administrator, liquidator or provisional liquidator is appointed to a party and remains appointed for not less than 10 successive business days; or
- (f) a receiver, receiver and manager, official manager, trustee, judicial manager, administrator or similar officer is appointed over the assets or undertaking of a party and remains appointed for not less than 10 successive business days.

A party may terminate the Master Property Management Agreement or the relevant Individual Property Management Agreement on 90 days' written notice.

Under the Master Property Management Agreement, in the event of a sale of a property, the Master Property Management Agreement will continue to apply with respect to the remaining properties managed by the Singapore Property Manager (or its nominees, as the case may be) under the relevant Individual Property Management Agreements.

In the event that the Master Property Management Agreement or the relevant Individual Property Management Agreement is terminated due to a party committing an event of default, the relevant compensation payable will depend on the details of the event of default.

On the termination of the appointment of the Singapore Property Manager, the Trustee shall, as soon as practicable (on the recommendation of the Manager), procure the appointment of a replacement property manager for the affected property.

Novation

The Trustee and the Manager are entitled to novate their respective rights, benefits and obligations under the Master Property Management Agreement to a new trustee or Manager (as the case may be) of Lendlease Global REIT appointed in accordance with the terms of the Trust Deed. With the approval of the Trustee, which approval shall not be unreasonably withheld, the Singapore Property Manager is also entitled to novate its respective rights, benefits and obligations under the Master Property Management Agreement to any direct or indirect subsidiary of the Sponsor.

Exclusion of Liability

In the absence of fraud, gross negligence, wilful default or breach of the Master Property Management Agreement and/or the Individual Property Management Agreement(s) by the relevant Singapore Property Manager, it shall not incur any liability by reason of any error of law or any matter or thing done or suffered or omitted to be done by it in good faith under the Master Property Management Agreement and/or Individual Property Management Agreement(s), as the case may be, or in following the instructions of the Trustee.

In addition, the Trustee shall indemnify the Property Manager against any actions, costs, claims, damages, expenses or demands to which it may suffer or incur as property manager, save where such action, cost, claim, damage, expense or demand is occasioned by the fraud, gross negligence, wilful default or breach of the Master Property Management Agreement and/or Individual Property Management Agreement(s) by the Singapore Property Manager, its employees or agents.

No Restriction on Property Manager

The Singapore Property Manager may provide services similar to those contemplated under the Master Property Management Agreement and/or the Individual Property Management Agreements, as the case may be to other parties operating in the same or similar business as Lendlease Global REIT, or in other businesses.

Although the Singapore Property Manager manages other retail malls in Singapore, these are located in different areas of Singapore and do not compete with the Singapore Property. In the event that there are potential conflicts of interest arising from new retail malls that the Singapore Property Manager may manage in the future, which may compete with the Singapore Property, the Singapore Property Manager will implement the appropriate measures to mitigate potential conflicts of interests. Such measures will be determined at the time having regard to the specific circumstances including establishing information barriers and ensuring separate representation of each owner's interests.

THE ITALY AIF MANAGER

The Third Party AIFM

On 30 May 2019, the board of directors of the Third Party AIFM set up the Italy AIF by the name "Lendlease Global Commercial Italy Fund" and approved the AIF Management Regulations as the management regulations of the AIF.

Role and responsibilities of the AIF Manager in relation to the management of the AIF

The AIF Manager is responsible for the management and administration of the Italy AIF, including

- portfolio management;
- risk management; and
- administrative activities (include legal and fund management accounting services, valuation and pricing, including tax returns, regulatory compliance monitoring, maintenance of unitholders register, real estate administration activities).

The AIF Manager may delegate, in compliance with applicable laws, tasks to third parties, without such delegation relieving, in any way, the AIF Manager from its responsibility for the supervision of the decisions taken and put into place by such delegated parties.

Main Features of the Italy AIF

The AIF Management Regulations define the characteristics of the Italy AIF, regulate the function of the Italy AIF, provides a basis for segregating the assets of the AIF Manager from the deposited property of the Italy AIF, and governs the relationships between the Italy AIF and the unitholder of the Italy AIF. Key Terms of the AIF Management Regulations for the Italy AIF are as follows:

- The participation to the Italy AIF is reserved to professional investors only pursuant to the Italian laws.
- The duration of the Italy AIF is for a period of 10 years.
- The purpose of the Italy AIF is the collective investment of the funds raised, aimed at achieving, through the professional management of the Italy AIF itself, in view of a subsequent sale, an increase in the value of the investments and the allocation and distribution of net results of the operations following the disposal of the investments made. The purpose of the Italy AIF is pursued through the investment in and the management of the Milan Property pursuant to the Italy AIF Business Plan.

- The Italy AIF, during its entire duration, as a reserved alternative investment fund, may borrow, either directly or through subsidiaries, until the leverage of the Italy AIF reaches the maximum limit of the ratio between the exposure and the net assets value of the Italy AIF equal to 2.5, taking into account, where applicable, the total exposure to financial derivative instruments.
- The fee and expenses to be borne by the Italy AIF are set forth under the AIF Management Regulations. The management fee due to the AIF Manager of the Italy AIF is equal to 0.175% per annum of the Value of the AIF Assets.
- The amendments to the AIF Management Regulations (other than those required by law) have to be approved by both the board of directors of the Italy AIFM and unitholders of the AIF acting in a meeting of unitholders of the Italy AIF with a quorum of at least the majority of the outstanding units of the AIF.
- The AIF Manager of the Italy AIF may be replaced:
 - as a result of mergers or demergers of the AIF Manager that result in the transfer of the management of the Italy AIF to another management company;
 - in the event of dissolution, compulsory administrative liquidation or extraordinary administration of the AIF Manager or withdrawal of its authorisation to perform its duties as a collective asset management firm;
 - at any time by resolution of the unitholders of the Italy AIF acting in a meeting of unitholders of the Italy AIF with a quorum of at least the majority of the outstanding units of the AIF in case of a just cause (e.g. grossly negligent or wilful acts of the AIF Manager in violation of professional diligence standards) or serious violations of the AIF Management Regulations or of the laws from time to time applicable to the AIF Manager;
 - by resolution of the unitholders of the Italy AIF acting in a meeting of unitholders of the Italy AIF with a quorum of at least the majority of the outstanding units of the Italy AIF after an initial lock-up period of six months starting from the drawdown date for the first acquisition of the Italy AIF (i.e. the purchase of the Milan Property), giving at least one month's notice (or any shorter notice period agreed to by the AIF Manager), it being understood that such prior notice can be given starting from the fifth month after the drawdown date for the first acquisition of the Italy AIF (i.e. the purchase of the Milan Property); or
 - by decision of the AIF Manager after an initial lock-up period of six months starting from the drawdown date for the first acquisition of the Italy AIF (i.e. the purchase of the Milan Property), giving at least three months' notice (or any shorter notice agreed to by the AIF Manager), it being understood that such prior notice can be given starting from the third month after the drawdown date for the first acquisition of the Italy AIF (i.e. the purchase of the Milan Property).

The AIF Management Regulations are governed by Italian law. The courts of Milan have exclusive jurisdiction to settle any dispute which may arise out of or in connection with the AIF Management Regulations.

The Lendlease AIFM

The Third Party AIFM is expected to manage the Italy AIF until the Lendlease AIFM replaces the Third Party AIFM post-Listing of Lendlease Global REIT at the instruction of Lendlease Global REIT pursuant to the AIF Management Regulations. The terms of the appointment of the Lendlease AIFM will be substantially in line with the AIF Management Regulations put in place with the Third Party AIFM above as the AIF Management Regulations governs the relationship between the Unitholders of the AIF and the AIF Manager. Following the replacement of the Third Party AIFM with the Lendlease AIFM, the terms of the AIF Management Regulations adopted by the Lendlease AIFM (including the tenure and the terms in relation to the termination of the appointment of the AIF Manager and the replacement of the Lendlease AIFM as the AIF Manager of the Italy AIF) will be materially the same as the existing AIF Management Regulations. If permitted, the parties may further agree to allow the Lendlease AIFM to elect to have its fees paid in the form of cash or to be used to subscribe for Units in Lendlease Global REIT. Subject to applicable law, the Units subscribed by the Lendlease AIFM or an entity it may nominate, in respect of any period will be equal to the cash payment that is payable for such period, divided by the 10-day volume weighted average price of a Unit as at the final day of the financial period to which the applicable fee payable to the Lendlease AIFM relates¹.

In exchange for the provision of investment management services to the Italy AIF under the AIF Management Regulations, the Third Party AIFM is entitled to a management fee equal to 0.175% per annum of the Value of the AIF Assets from the date of the first acquisition by the AIF.

For the purpose of calculating the Italy Management Fee, the “Value of the AIF Assets” under the AIF Management Regulations means the overall value of the assets of the Italy AIF, as stated in each annual and semi-annual report of the Italy AIF (for example, including real property rights and interests in real estate companies capitalised costs (being closing costs, maintenance, refurbishment, restoration, reconversion, restructuring, renovation costs and related financial costs) less any unrealised capital gains.

The fees payable to the Lendlease AIFM will not exceed the fees payable to the Third Party AIFM and will be up to 0.175% per annum of the Value of the AIF Assets from the date of the first acquisition by the AIF. Please refer to the foregoing section titled “Main Features of the Italy AIF” for further details of the AIF Management Regulations.

Save as set out above, any amendments to the existing AIF Management Regulations on or after the appointment of Lendlease AIFM are subject to Rules 905 and 906 of the Listing Manual.

There is currently no other mandate or asset which the Lendlease AIFM (as a condition of its authorisation to act as an asset manager under the laws of the Republic of Italy) has committed to managing for other clients. In the event that there are potential conflicts of interests arising from new mandates or assets that the Lendlease AIFM in future manages which may compete with the Milan Property, the Lendlease AIFM will implement the appropriate measures to mitigate potential conflicts of interests. Such measures will be determined at the time having regard to the specific circumstances including establishing information barriers and ensuring separate representation of each owner’s interests.

THE MILAN PROPERTY MANAGER

The Third Party AIFM and the Milan Property Manager have entered into a property management agreement (the “**Milan Property PMA**”), pursuant to which the Milan Property Manager will be appointed as the property manager for the Milan Property. The Milan Property Manager is a third

¹ The computation of the number of Units to be issued is on an arm’s length basis and on normal commercial terms, and in compliance with the Listing Manual.

party professional property manager that is unrelated to the Sponsor Group. The Milan Property Manager is wholly owned by Covivio S.A., which is listed on the Paris and Milan stock exchanges. The Milan Property Manager has assets under management of approximately €9.2 billion as at end March 2019.

Services

The Milan Property Manager is responsible for the following services:

- property management services, including but not limited to, the collection of rents, management of rental agreements, managing insurance claims, the preparation and submission of proposed annual budgets for review and approval, accounting and administration services, and maintain a data room with relevant asset technical and management documentation;
- building management services comprising supervision and verification of building management and maintenance by the tenant, managing tenant requests and approvals required from the owner, including technical supervision through periodic building surveys to ensure lease compliance;
- project management services comprising the coordination and management of extra-ordinary maintenance works, refurbishment, retrofitting, addition and alteration or renovation works to the Milan Property; and
- construction supervision services comprising the management and monitoring of upgrading works performed by third parties.

Fees

The Milan Property Manager is entitled to the following fees, as applicable:

- (i) an initial fee of €15,000;
- (ii) a property management and building management fee of 0.95% per annum of the Gross Rental Income of the Milan Property, subject to a minimum sum of €90,000;
- (iii) a project management fee of:
 - (a) 5.0% of the cost of the Milan Property Project Cost if the Milan Property Project Cost is €200,000 or below;
 - (b) 3.9% of the Milan Property Project Cost subject to a minimum project management fee of €10,000 if the Milan Property Project Cost is above €200,000 and below €2.0 million; or
 - (c) 3.2% of the Milan Property Project Cost subject to a minimum project management fee of €78,000 if the Milan Property Project Cost is €2.0 million or above;
- (iv) a construction supervision fee of:
 - (a) 3.0% of the cost of the Milan Property Construction Cost if the Milan Property Construction Cost is €200,000 or below;

- (b) 2.5% of the Milan Property Construction Cost subject to a minimum construction supervision fee of €6,000 if the Milan Property Construction Cost is above €200,000 and below €2.0 million; or
- (c) 2.0% of the Milan Property Construction Cost subject to a minimum construction supervision fee of €50,000 if the Milan Property Construction Cost is €2.0 million or above.

Term and Termination

The term of the Milan Property PMA is one year, and is thereafter automatically renewed for successive periods of one year. The Milan Property PMA may be terminated by either party with three months' notice. There are no termination payments or penalties payable if the Milan Property PMA is terminated.

ANNUAL REPORTS

An annual report will be issued by the Manager to Unitholders within the timeframe as set out in the Listing Manual and the CIS Code, and at least 14 days before the annual general meeting of the Unitholders, containing, among others, the following key items:

- (a) if applicable, with respect to investments other than real property:
 - (i) a brief description of the business;
 - (ii) proportion of share capital owned;
 - (iii) cost;
 - (iv) (if relevant) Directors' valuation and in the case of listed investments, market value;
 - (v) dividends received during the year (indicating any interim dividends);
 - (vi) dividend cover or underlying earnings;
 - (vii) any extraordinary items; and
 - (viii) net assets attributable to investments;
- (b) amount of distributable income held pending distribution;
- (c) the aggregate value of all transactions entered into by the Trustee (for and on behalf of Lendlease Global REIT) with an "interested party" (as defined in the Property Funds Appendix) or with an "interested person" (as defined in the Listing Manual) during the financial year under review;
- (d) total amount of fees paid to the Trustee;
- (e) name of the manager of Lendlease Global REIT, together with an indication of the terms and duration of its appointment and the basis of its remuneration;
- (f) total amount of fees paid to the Manager and the price(s) of any Units issued in part payment thereof;
- (g) total amount of fees paid to the Property Managers and the Asset Managers;

- (h) a comment by the Board on the adequacy and effectiveness of the internal controls, including financial, operational, compliance and information technology controls, and risk management systems;
- (i) disclosure of whether each existing director is independent from management and business relationships with the Manager and Lendlease Global REIT and every substantial shareholder of the Manager and substantial unitholder of Lendlease Global REIT; and in the event that any director is not independent, to describe and explain the relationship of such non-independence;
- (j) disclosures on remuneration of directors and executive officers of Lendlease Global REIT as required by the Notice to All Holders of a Capital Markets Services Licence for Real Estate Investment Trust Management;
- (k) the following items which are required to be disclosed in the Property Funds Appendix (as may be amended from time to time) for annual reports:
 - (1) details of all real estate transactions entered into during the year, including the identity of the buyers or sellers, purchase or sale prices, and their valuations (including the methods used to value the assets);
 - (2) details of all of Lendlease Global REIT's real estate assets, including the location of such assets, their purchase prices and latest valuations, rentals received and occupancy rates, or the remaining terms of Lendlease Global REIT's leasehold properties, where applicable;
 - (3) the tenant profile of Lendlease Global REIT's real estate assets, including the:
 - (A) total number of tenants;
 - (B) top 10 tenants, and the percentage of the total gross rental income attributable to each of these top 10 tenants;
 - (C) trade sector mix of tenants, in terms of the percentage of total gross rental income attributable to major trade sectors;
 - (D) lease maturity profile, in terms of the percentage of total gross rental income, for each of the next five years; and
 - (E) weighted average lease expiry of both Lendlease Global REIT's portfolio and new leases entered into during the year (and the proportion of revenue attributed to these leases);
 - (4) in respect of the other assets of Lendlease Global REIT, details of the:
 - (A) 10 most significant holdings (including the amount and percentage of fund size at market valuation); and
 - (B) distribution of investments in dollar and percentage terms by country, asset class (e.g. equities, mortgage-backed securities, bonds, etc.) and by credit rating of all debt securities (e.g. "AAA", "AA", etc.);
 - (5) details of Lendlease Global REIT's exposure to financial derivatives, including the amount (i.e. net total aggregate value of contract prices) and percentage of derivatives investment of total fund size and at market valuation;

- (6) details of Lendlease Global REIT's investments in other property funds, including the amount and percentage of total fund size invested in;
 - (7) details of borrowings of Lendlease Global REIT and the maturity profile of the borrowings;
 - (8) details of deferred payment arrangements entered into by Lendlease Global REIT, if applicable;
 - (9) the total operating expenses of Lendlease Global REIT, including all fees and charges paid to the Manager, adviser and interested parties (in both absolute terms, and as a percentage of Lendlease Global REIT's NAV as at the end of the financial year) and taxation incurred in relation to Lendlease Global REIT's real estate assets;
 - (10) the distributions declared by Lendlease Global REIT for the financial year;
 - (11) the performance of Lendlease Global REIT in a consistent format, covering various periods of time (e.g. one-year, three-year, five-year or 10-year) whereby:
 - (A) in the case where Lendlease Global REIT is unlisted, such performance is calculated on an "offer to bid" basis over the period; or
 - (B) in the case where Lendlease Global REIT is listed, such performance is calculated on the change in the Unit price transacted on the stock exchange over the period;
 - (12) the NAV per Unit at the beginning and end of the financial year;
 - (13) where Lendlease Global REIT is listed, the Unit price quoted on the SGX-ST at the beginning and end of the financial year, the highest and lowest Unit price and the volume traded during the financial year;
 - (14) the amount of rental support payments received by Lendlease Global REIT during the financial year and the effect of these payments on Lendlease Global REIT's DPU;
 - (15) where the rental support arrangement is embedded in a master lease arrangement, the difference between the amount of rents derived under the master lease arrangement and the actual amount of rents from the underlying leases during the financial year; and
 - (16) any material deviation of actual DPU from forecast DPU, together with detailed explanations for the deviation;
- (l) amount of payments under the Singapore Property Tenant Incentive Reimbursement; and
- (m) such other items which may be required to be disclosed under the prevailing applicable laws, regulations and rules.

The first report will cover the period from the Listing Date to 30 June 2020 and the first annual general meeting of Lendlease Global REIT will be held by 31 October 2020.

Additionally, Lendlease Global REIT will announce its NAV on a quarterly basis. Such announcements will be based on the latest available valuation of Lendlease Global REIT's real estate and real estate-related assets, which will be conducted at least once a year (as required under the Property Funds Appendix).

CORPORATE GOVERNANCE OF THE MANAGER

The following outlines the main corporate governance practices of the Manager.

Board of Directors of the Manager

The Board is responsible for the overall corporate governance of the Manager including establishing goals for management and monitoring the achievement of these goals. The Manager is also responsible for the strategic business direction and risk management of Lendlease Global REIT. All Board members will participate in matters relating to corporate governance, business operations and risks, financial performance, and the nomination and review of the Directors.

The Board will have in place a framework for the management of the Manager and Lendlease Global REIT, including a system of internal audit and control and a business risk management process. The Board consists of five members, three of whom are independent directors. None of the directors of the Manager has entered into any service contract with Lendlease Global REIT.

The composition of the Board is determined using the following principles:

- the Chairman of the Board should be a non-executive director of the Manager;
- the Board should comprise directors with a broad range of commercial experience including expertise in funds management, legal matters, audit and accounting and the property industry; and
- at least half of the Board should comprise independent directors if the Unitholders are not given right to vote to approve the members of the Board.

However, according to Provision 2.2 of the Code of Corporate Governance 2018, a majority of the Board should comprise independent directors where the Chairman is not independent.

The composition of the Board will be reviewed regularly to ensure that the Board has the appropriate mix of expertise and experience.

The positions of Chairman and Chief Executive Officer will be held by two separate persons in order to maintain effective oversight. The Chairman will be Mr Anthony Peter Lombardo and the Chief Executive Officer will be Mr Kelvin Chow Chung Yip.

Nomination and Remuneration Committee

The Nomination and Remuneration Committee is appointed by the Board from among the directors of the Manager and is composed of four members, a majority of whom (including the Chairman of the Nomination and Remuneration Committee) are required to be independent directors. As at the date of this Prospectus, the members of the Nomination and Remuneration Committee are Mrs Lee Ai Ming, Dr Tsui Kai Chong, Mr Simon John Perrott and Ms Ng Hsueh Ling. Mrs Lee Ai Ming has been appointed as the Chairman of Nomination and Remuneration Committee.

The role of the Nomination and Remuneration Committee is to make recommendations to the Board on all appointment and remuneration matters. The Nomination and Remuneration Committee also reviews and makes recommendations on succession plans for the Board and the executive officers.

The Nomination and Remuneration Committee's responsibilities also include:

- developing a process for evaluation of the performance of the Board, its board committees and directors;
- reviewing training and professional development programmes for the Board;
- the appointment and re-appointment of directors (including alternate directors, if applicable), having regard to the composition and progressive renewal of the Board and each director's competencies, commitment, contribution and performance including, if applicable, as an independent director;
- determining annually, and as when circumstances require, if a director is independent;
- deciding if a director is able to and has been adequately carrying out his duties as a director of the company, taking into consideration the director's principal commitments;
- reviewing and recommending to the Board a general framework of remuneration for the Board and the executive officers;
- reviewing and recommending to the Board the specific remuneration packages for each director as well as for the executive officers; and
- reviewing Lendlease Global REIT's obligations arising in the event of termination of executive directors' and executive officers' contracts of service and ensuring that such contracts of service contain fair and reasonable termination clauses which are not overly generous.

Audit and Risk Committee

The Audit and Risk Committee is appointed by the Board from among the directors of the Manager and is composed of three members, a majority of whom (including the Chairman of the Audit and Risk Committee) are required to be independent directors. As at the date of this Prospectus, the members of the Audit and Risk Committee are Dr Tsui Kai Chong, Mr Simon John Perrott, Mrs Lee Ai Ming and Mr Anthony Peter Lombardo. Dr Tsui Kai Chong has been appointed as the Chairman of the Audit and Risk Committee. Three out of the four members of the Audit and Risk Committee are independent directors.

The role of the Audit and Risk Committee is to monitor and evaluate the effectiveness of the Manager's internal controls. The Audit and Risk Committee also reviews the quality and reliability of information prepared for inclusion in financial reports, and is responsible for the nomination of external auditors and reviewing the adequacy of external audits in respect of cost, scope and performance.

The Audit and Risk Committee's responsibilities also include:

- monitoring the procedures established to regulate Related Party Transactions, including ensuring compliance with the provisions of the Listing Manual relating to "interested person transactions" ("**Interested Person Transactions**") and the provisions of the Property Funds Appendix relating to "interested party transactions" ("**Interested Party Transactions**", and together with Interested Person Transactions, "**Related Party Transactions**");
- reviewing transactions constituting Related Party Transactions (including renewals of such transactions);

- deliberating on conflicts of interest situations involving Lendlease Global REIT, including (i) situations where the Manager is required to decide whether or not to take any action against any person in relation to any breach of any agreement entered into by the Trustee for and on behalf of Lendlease Global REIT with a Related Party (as defined herein) of the Manager, (ii) reviewing any compensation payable to the Trustee arising from such a breach of an agreement with a Related Party of the Manager, and (iii) where the Directors, controlling shareholder of the Manager and Associates are involved in the management of or have shareholding interests in similar or related business as the Manager, and in such situations, the Audit and Risk Committee will monitor the investments by these individuals in Lendlease Global REIT's competitors, if any, and will make an assessment whether there is any potential conflict of interest;
- reviewing external audit reports to ensure that where deficiencies in internal controls have been identified, appropriate and prompt remedial action is taken by the management;
- reviewing arrangements by which staff and external parties may, in confidence, raise probable improprieties in matters of financial reporting or other matters, with the objective that arrangements are in place for the independent investigation of such matters and for appropriate follow up action;
- reviewing internal and external audit reports at least twice a year to ascertain that the guidelines and procedures established to monitor Related Party Transactions have been complied with;
- ensuring that the internal audit and accounting function is adequately resourced and has appropriate standing with Lendlease Global REIT;
- reviewing, on an annual basis, the adequacy and effectiveness of the internal audit function in the overall context of Lendlease Global REIT's risk management system;
- reviewing the statements included in Lendlease Global REIT's annual report on Lendlease Global REIT's internal controls and risk management framework;
- monitoring the procedures in place to ensure compliance with applicable legislation, regulations, the Listing Manual and the Property Funds Appendix;
- reviewing the appointment, re-appointment or removal of external auditors;
- reviewing the nature and extent of non-audit services performed by external auditors;
- reviewing, on an annual basis, the independence and objectivity of the external auditors;
- meeting with external and internal auditors, without the presence of the executive officers, at least on an annual basis;
- assisting the Board to oversee the formulation, updating and maintenance of an adequate and effective risk management framework;
- reviewing the system of internal controls including financial, operational, compliance and information technology controls and risk management processes;
- reviewing the financial statements and the internal audit report;
- reviewing and providing their views on all hedging policies and instruments to be implemented by Lendlease Global REIT to the Board;

- reviewing all hedging policies and procedures to be implemented by Lendlease Global REIT for the entry into of any hedging transactions (such as foreign exchange hedging and interest rate hedging) and monitoring the implementation of such policy, including reviewing the instruments, processes and practices in accordance with the policy for entering into foreign exchange hedging transactions;
- investigating any matters within the Audit and Risk Committee's terms of reference, whenever it deems necessary; and
- reporting to the Board on material matters, findings and recommendations.

Compliance Function

The Manager has outsourced the compliance function to the Sponsor Group¹. The role of compliance officer will be held by Ms Amy Chiang, who is Senior Legal Counsel, Investment Management, Asia of Lendlease. She will report to the Chief Executive Officer and the Board, and the duties under the compliance function include:

- updating employees of the Manager on compliance requirements under the SFA, the CIS Code (including the Property Funds Appendix), the Listing Manual and relevant Singapore laws, regulations and guidelines;
- reviewing returns to the MAS as required under the SFA;
- highlighting any deficiencies or making recommendations with respect to the Manager's compliance processes;
- assisting in the application process for the appointment of new directors to the Board; and
- assisting in any other matters concerning compliance with the SFA, the CIS Code (including the Property Funds Appendix), the Listing Manual and relevant Singapore laws, regulations and guidelines.

Ms Chiang will have access to external professional advisers who will provide regulatory compliance advice to support her role as compliance officer where necessary.

Ms Chiang joined Lendlease Investment Management Pte. Ltd. in 2013 and was appointed Senior Legal Counsel in 2016. She currently supports the development, retail operations, investment and capital markets, and investment management businesses in the Asia region, and also oversees the corporate secretarial matters in Singapore. Ms Chiang has over 10 years' post-qualification experience. She joined Lendlease Investment Management Pte. Ltd. from a unit of ARA Asset Management Limited, where she rendered legal support for their private funds' real estate acquisitions, divestments and related financing, and fund management related matters in Asia. Prior to that, Ms Chiang was a Senior Associate in Stamford Law Corporation (now Morgan Lewis Stamford), and practised in their M&A and Capital Markets Practice Group, where she advised on various general corporate, transactional, leasing and corporate secretarial matters. Ms Chiang is admitted as an Advocate and Solicitor in Singapore and holds an LL.B. (Hons) from the University of Manchester.

Notwithstanding the outsourcing of the compliance function to the Sponsor Group, the Manager is responsible for ensuring compliance with all applicable laws, regulations and guideline.

¹ The costs arising from outsourcing of the compliance function will be borne by the Manager out of its own funds and not out of Unitholders' funds.

Dealings in Units

Each Director and the Chief Executive Officer of the Manager is to give notice to the Manager of the Director's or Chief Executive Officer's acquisition of Units or of changes in the number of Units which the Director or Chief Executive Officer holds or in which the Director or Chief Executive Officer has an interest, within two business days after such acquisition or the occurrence of the event giving rise to changes in the number of Units which the Director or Chief Executive Officer hold or in which they have an interest. (See "The Formation and Structure of Lendlease Global REIT – Directors' Declaration of Unitholdings" for further details.)

All dealings in Units by the Directors will be announced via SGXNET, with the announcement to be posted on the internet at the SGX-ST website <http://www.sgx.com>.

The Directors and employees of the Manager are encouraged, as a matter of internal policy, to hold Units but are prohibited from dealing in the Units:

- in the period commencing one month before the public announcement of Lendlease Global REIT's annual results and property valuations, and two weeks before the public announcement of Lendlease Global REIT's quarterly results and ending on the date of announcement of the relevant results or, as the case may be, property valuations; and
- at any time while in possession of price sensitive information.

The Directors and employees of the Manager are also prohibited from communicating price sensitive information to any person.

Pursuant to Section 137ZC of the SFA, the Manager is required to, *inter alia*, announce to the SGX-ST the particulars of any acquisition or disposal of interest in Units by the Manager as soon as practicable, and in any case no later than the end of the business day following the day on which the Manager became aware of the acquisition or disposal. In addition, all dealings in Units by the Chief Executive Officer will also need to be announced by the Manager via SGXNET, with the announcement to be posted on the internet at the SGX-ST website <http://www.sgx.com> and in such form and manner as the Authority may prescribe.

Management of Business Risk

The Board will meet quarterly, or more often if necessary, and will review the financial performance of the Manager and Lendlease Global REIT against a previously approved budget. The Board will also review the business risks of Lendlease Global REIT, examine liability management and act upon any comments from the auditors of Lendlease Global REIT.

The Manager has appointed experienced and well-qualified management personnel to handle the day-to-day operations of the Manager and Lendlease Global REIT. In assessing business risk, the Board will consider the economic environment and risks relevant to the property industry. It will review management reports and feasibility studies on individual investment projects prior to approving major transactions. Management will meet regularly to review the operations of the Manager and Lendlease Global REIT and discuss any disclosure issues.

The Manager has also provided an undertaking to the SGX-ST that:

- (i) the Manager will make periodic announcements on the use of the proceeds from the Offering as and when such proceeds are materially disbursed and provide a status report on the use of such proceeds in the annual report;

- (ii) in relation to hedging transactions (if any) (a) the Manager will seek the approval of the Board on the policy for entering into any such transactions, (b) the Manager will put in place adequate procedures which must be reviewed and approved by the Audit and Risk Committee and (c) the Audit and Risk Committee will monitor the implementation of such policy, including reviewing the instruments, processes and practices in accordance with the policy approved by the Board; and
- (iii) the Audit and Risk Committee will review all hedging policies and procedures to be implemented by Lendlease Global REIT and report to the Board. The trading of financial and foreign exchange instruments will require the specific approval of the Board.

Potential Conflicts of Interest

The Manager is required to prioritise Unitholders' interests over those of the Manager and its shareholders in the event of a conflict of interest.

The Manager has also instituted the following procedures to deal with potential conflict of interest issues:

- The Manager will not manage any other REIT which invests in the same type of properties as Lendlease Global REIT;
- All executive officers will be working exclusively for the Manager and will not hold other executive positions in other entities, save for any wholly-owned subsidiaries of the Manager or Lendlease Global REIT;
- All resolutions in writing of the Directors in relation to matters concerning Lendlease Global REIT must be approved by at least a majority of the Directors (excluding any interested Director), including at least one independent director;
- At least one third of the Board shall comprise independent directors if Unitholders have the right to vote on the endorsement of directors to the Board and at least half of the Board shall comprise independent directors if Unitholders do not have the right to vote on the endorsement of directors to the Board, provided that where (i) the Chairman of the Board and the Chief Executive Officer is the same person, (ii) the Chairman of the Board and the Chief Executive Officer are immediate family members, (iii) the Chairman of the Board is part of the management team or (iv) the Chairman of the Board is not an independent director, majority of the board shall comprise independent directors;
- In respect of matters in which a Director or his associates (as defined in the Listing Manual) has an interest, direct or indirect, such interested director will abstain from voting. In such matters, the quorum must comprise a majority of the directors and must exclude such interested director;
- In respect of matters in which the Sponsor Group has an interest, direct or indirect, any nominees appointed by the Sponsor Group to the Board to represent their interests will abstain from deliberation and voting on such matters. In such matters, the quorum must comprise a majority of the independent directors and must exclude nominee directors of the Sponsor Group;

- Save as to resolutions relating to the removal of the Manager, the Manager and its associates are prohibited from voting or being counted as part of a quorum for any meeting of the Unitholders convened to approve any matter in which the Manager and/or any of its associates has a material interest and for so long as the Manager is the manager of Lendlease Global REIT, the controlling shareholders of the Manager and of any of its associates are prohibited from voting or being counted as part of a quorum for any meeting of Unitholders convened to consider a matter in respect of which the relevant controlling shareholders of the Manager and/or of any of its associates have a material interest; and
- It is also provided in the Trust Deed that if the Manager is required to decide whether or not to take any action against any person in relation to any breach of any agreement entered into by the Trustee for and on behalf of Lendlease Global REIT with a Related Party (as defined herein) of the Manager, the Manager shall be obliged to consult with a reputable law firm (acceptable to the Trustee) who shall provide legal advice on the matter. If the said law firm is of the opinion that the Trustee, on behalf of Lendlease Global REIT, has a *prima facie* case against the party allegedly in breach under such agreement, the Manager shall be obliged to take appropriate action in relation to such agreement.¹ The Directors (including the independent directors) will have a duty to ensure that the Manager so complies. Notwithstanding the foregoing, the Manager shall inform the Trustee as soon as it becomes aware of any breach of any agreement entered into by the Trustee for and on behalf of Lendlease Global REIT with a Related Party of the Manager, and the Trustee may take such action as it deems necessary to protect the rights of the Unitholders and/or which is in the interests of the Unitholders. Any decision by the Manager not to take action against a Related Party of the Manager shall not constitute a waiver of the Trustee's right to take such action as it deems fit against such Related Party.

Lendlease Group ROFR and Pipeline Code of Conduct

Each of the Sponsor and Lendlease Trust has granted a ROFR to the Trustee on the terms set out in the section "Certain Agreements Relating to Lendlease Global REIT and the Properties – Right of First Refusal Agreement". The ROFR is subject to, among others, the obligations of the Sponsor Group under its Pipeline Code of Conduct – Principles – Allocation of Property Asset Investment Opportunities (Australia) ("**Lendlease Pipeline Code of Conduct**").

Overview

The Lendlease Pipeline Code of Conduct is an allocation policy established by Lendlease Corporation in 1992 that seeks to manage conflicts in the allocation of acquisition opportunities for Australian only real estate assets. It applies between Lendlease Corporation (and its controlled entities) ("**Lendlease Company**") and nominated Australian funds/investment vehicles which are managed by a Lendlease Company, or of which a Lendlease Company is the responsible entity, trustee and/or manager (the "**Funds**").

Nominated funds

The only Funds which are currently nominated are three widely held Australian institutional investor funds established to invest in industrial, retail and office buildings and a fund which holds Australian sub-regional retail assets. These funds were established in the early 1990s and each has a separate mandate, with specified target return objectives, geographic spread objectives across Australian states, leverage limits and fund strategies:

- Industrial has a mandate which solely focuses on industrial/logistics properties within its target return objectives;

¹ The Manager will apply this to agreements entered into between Lendlease Global REIT and its subsidiaries, and Related Parties (which shall include, for example, investment agreements and property management agreements).

- Retail has a mandate which focuses on larger scale regional retail assets/shopping centres within its target return objectives;
- Commercial has a mandate which focuses primarily on prime or premium commercial office buildings within its target return objectives and with an emphasis on its sustainable footprint. This fund has been ranked the No. 1 sustainable office fund in the world GRESB survey in each of 2014, 2015 and 2017; and
- The sub-regional retail fund focuses on Australian sub-regional retail assets.

Other funds could in time be added to the nominated list to ensure that conflicts for those funds are appropriately managed and, for this purpose, the Sponsor and Lendlease Responsible Entity Limited (in its capacity as responsible entity of Lendlease Trust) (collectively referred to herein as “**Lendlease**”) may nominate in writing from time to time any other trust, company or other investment vehicle that invests in Australian real property assets of which a Lendlease company (i.e. Lendlease, all direct and indirect sub-trusts controlled by Lendlease and all related bodies corporate of Lendlease) is the responsible entity, trustee and/or manager. However, there are no other funds currently contemplated to be added and the last fund to be nominated for participation in the Lendlease Pipeline Code of Conduct was ten years ago, in 2009.

The responsible entity of each of the funds is LLREIL. As a licensed regulated entity, it is required to demonstrate the adequate handling of conflicts, and the Lendlease Pipeline Code of Conduct assists this.

Allocation process

The Lendlease Pipeline Code of Conduct requires that all acquisition opportunities for Australian real estate assets (identified by a Lendlease Company or one of the Funds) will be referred to a Pipeline Committee made up of senior executives and fund managers of the Lendlease Companies. The Pipeline Committee invites the Lendlease Companies and the nominated Funds to express whether they have any interest in the opportunity. In the case of retail assets, offers are to be split between the relevant Funds (75%) and Lendlease Companies (25%).

If a Lendlease Company is the owner of an asset which fits a nominated Fund’s strategy and wishes to dispose of the asset, it must first offer the asset to that Fund before offering it to any third party, and must not offer it on better terms to that third party.

If more than one entity is interested in an asset, the Pipeline Committee will meet to have a good faith discussion to agree an allocation between the parties. This will take account of the size of the asset (and if it can be shared), consistency with fund or investment strategies, available financial resources, the nature of the asset and how the opportunity came about.

Failing agreement, and if more than one entity remains interested, a Final Allocation Committee made up of other senior personnel from the Lendlease Companies will make a final decision, having regard to the factors outlined above.

Excluded Opportunities

There are a number of exclusions from the application of the Lendlease Pipeline Code of Conduct, which recognise both the practical and the legal framework in which opportunities may arise. These exclusions include where:

- the application of the Lendlease Pipeline Code of Conduct would adversely impact the likelihood of a Fund or a Lendlease Company acquiring the asset;

- the application of the Lendlease Pipeline Code of Conduct would result in a breach by a fund trustee of its legal obligations as trustee, at law or under its trust constitution; and
- if there is a contrary pre-emptive right or if there are special relationships which place a particular fund or company in a special bargaining position with respect to the asset (e.g. where a fund/company owns the adjoining land).

The Lendlease Pipeline Code of Conduct is a pre-existing obligation of the Sponsor Group in respect of Australian real estate assets, and will operate ahead of the application of the ROFR. The Lendlease Pipeline Code of Conduct was introduced many years ago to recognise that conflicts may arise and will need to be managed. Consistent with this, the entities participating in the Lendlease Pipeline Code of Conduct are to be given a reasonable first opportunity to participate in Australian real estate assets identified by the Group within their mandates.

Lendlease Global REIT will not be part of the process under the Lendlease Pipeline Code of Conduct and it will be able to act independently in sourcing opportunities in the open market.

RELATED PARTY TRANSACTIONS

“Related Party Transactions” in this Prospectus refers to “Interested Person Transactions” under the Listing Manual and “Interested Party Transactions” under the Property Funds Appendix. The definition of “Interested Person” in the Listing Manual refers to the definition of “Interested Party” used in the Property Funds Appendix.

In general, transactions between:

- an entity at risk (in this case, the Trustee (acting in its capacity as trustee of Lendlease Global REIT) or any of the subsidiaries or associated companies of Lendlease Global REIT); and
- any of the Interested Parties, being:
 - (i) a director, chief executive officer or controlling shareholder of the Manager, or the Manager, the Trustee (acting in its personal capacity) or controlling Unitholder; or
 - (ii) an associate of any director, chief executive officer or controlling shareholder of the Manager, or an associate of the Manager, the Trustee (acting in its own capacity) or any controlling Unitholder,

would constitute an Interested Person Transaction.

The Manager’s Internal Control System

The Manager has established an internal control system to ensure that all future Related Party Transactions:

- will be undertaken on normal commercial terms; and
- will not be prejudicial to the interests of Lendlease Global REIT and the Unitholders.

As a general rule, the Manager must demonstrate to its Audit and Risk Committee that such transactions satisfy the foregoing criteria. This may entail:

- obtaining (where practicable) quotations from parties unrelated to the Manager; or
- obtaining two or more valuations from independent professional valuers (in compliance with the Property Funds Appendix).

The Manager will maintain a register to record all Related Party Transactions which are entered into by Lendlease Global REIT and the bases, including any quotations from unrelated parties and independent valuations, on which they are entered into.

The Manager will also incorporate into its internal audit plan a review of all Related Party Transactions entered into by Lendlease Global REIT. The Audit and Risk Committee shall review the internal audit reports at least twice a year to ascertain that the guidelines and procedures established to monitor Related Party Transactions have been complied with. The Trustee will also have the right to review such audit reports to ascertain that the Property Funds Appendix has been complied with. The review may also include a review of any other such documents or matter as may be deemed necessary by the Audit and Risk Committee. If a member of the Audit and Risk Committee has an interest in a transaction, he or she is to abstain from participating in the review and approval process in relation to that transaction.

Further, the following procedures will be undertaken with respect to Related Party Transactions (save for the avoidance of doubt, for those described under “Related Party Transactions in Connection with the Setting Up of Lendlease Global REIT and the Offering” and “Exempted Agreements”):

- transactions (either individually or as part of a series or if aggregated with other transactions involving the same Related Party during the same financial year) equal to or exceeding S\$100,000 in value but below 3.0% of the value of Lendlease Global REIT’s net tangible assets will be subject to review by the Audit and Risk Committee at regular intervals;
- transactions (either individually or as part of a series or if aggregated with other transactions involving the same Related Party during the same financial year) equal to or exceeding 3.0% but below 5.0% of the value of Lendlease Global REIT’s net tangible assets will be subject to the review and prior approval of the Audit and Risk Committee. Such approval shall only be given if the transactions are on normal commercial terms and not prejudicial to the interests of Lendlease Global REIT and its Unitholders and are consistent with similar types of transactions made by the Trustee with third parties which are unrelated to the Manager; and
- transactions (either individually or as part of a series or if aggregated with other transactions involving the same Related Party during the same financial year) equal to or exceeding 5.0% of the value of Lendlease Global REIT’s net tangible assets will be reviewed and approved prior to such transactions being entered into, on the basis described in the preceding paragraph, by the Audit and Risk Committee which may, as it deems fit, request advice on the transaction from independent sources or advisers, including the obtaining of valuations from independent professional valuers. Furthermore, under the Listing Manual and the Property Funds Appendix, such transactions would have to be approved by the Unitholders at a meeting of Unitholders duly convened and held in accordance with the provisions of the Trust Deed.

Pursuant to the Listing Manual, transactions with a value below S\$100,000 are disregarded for the purpose of the announcement and Unitholders' approval requirements under the Listing Manual as set out in the paragraph above. Accordingly, such transactions are excluded from aggregation with other transactions involving the same Related Parties.

Where matters concerning Lendlease Global REIT relate to transactions entered into or to be entered into by the Trustee for and on behalf of Lendlease Global REIT with a Related Party of the Manager (which would include relevant Associates (as defined in the Listing Manual) thereof) or Lendlease Global REIT, the Trustee is required to consider the terms of such transactions to satisfy itself that such transactions are conducted:

- on normal commercial terms;
- are not prejudicial to the interests of Lendlease Global REIT and the Unitholders; and
- are in accordance with all applicable requirements of the Property Funds Appendix and/or the Listing Manual relating to the transaction in question.

The Trustee has the ultimate discretion under the Trust Deed to decide whether or not to enter into a transaction involving a Related Party of the Manager or the Trustee. If the Trustee is to sign any contract with a Related Party of the Manager or the Trustee, the Trustee will review the contract to ensure that it complies with the relevant requirements relating to Related Party Transactions (as may be amended from time to time) as well as such other guidelines as may from time to time be prescribed by the MAS and the SGX-ST to apply to REITs.

Save for the transactions described under "Related Party Transactions in Connection with the Setting Up of Lendlease Global REIT and the Offering" and "Exempted Agreements", Lendlease Global REIT will comply with Rule 905 of the Listing Manual by announcing any Interested Person Transaction in accordance with the Listing Manual if the value of such transaction, by itself or when aggregated with other Interested Person Transactions entered into with the same Interested Person during the same financial year, is 3.0% or more of Lendlease Global REIT's latest audited net tangible assets.

The aggregate value of all Related Party Transactions which are subject to Rules 905 and 906 of the Listing Manual in a particular financial year will be disclosed in the annual report of Lendlease Global REIT for the relevant financial year.

Role of the Audit and Risk Committee for Related Party Transactions

The Audit and Risk Committee will periodically review all Related Party Transactions to ensure compliance with the Manager's internal control system, the relevant provisions of the Listing Manual, and the Property Funds Appendix. The review may also include review of any other such documents or matter as may be deemed necessary by the Audit and Risk Committee.

If a member of the Audit and Risk Committee has an interest in a transaction, he is to abstain from participating in the review and approval process in relation to that transaction.

Related Party Transactions in Connection with the Setting Up of Lendlease Global REIT and the Offering

Existing Agreements

Various entities in the Lendlease Global REIT Group have entered into a number of transactions with the Manager and certain Related Parties of the Manager in connection with the setting-up of Lendlease Global REIT. These Related Party Transactions are as follows:

- The Trustee has on 28 January 2019 entered into the Trust Deed with the Manager. On 10 September 2019, the Trustee and the Manager entered into an amending and restating deed to amend and restate the Trust Deed. The terms of the Trust Deed (as amended, varied or supplemented from time to time) are generally described in “The Formation and Structure of Lendlease Global REIT”.
- The Trustee has on 13 September 2019 entered into a Right of First Refusal Agreement with Lendlease Trust and Lendlease Corporation on the terms generally described in “Certain Agreements Relating To Lendlease Global REIT And The Properties – Right of First Refusal Agreement”.
- The Master Property Management Agreement and the Singapore Property Individual Property Management Agreement on the terms generally described in “The Manager and Corporate Governance – The Singapore Property Manager”.
- The AIF Management Regulations on the terms generally described in “The Manager and Corporate Governance – The Italy AIF Manager”.
- The following Sale and Purchase Agreements (each of which are as defined herein):
 - the Singapore Property Option Agreement;
 - the Milan Property Call Option Agreement; and
 - the Italy Unit Sale and Purchase Agreement,(collectively, the “**Sale and Purchase Agreements**”).

The Sale and Purchase Agreements are more particularly described in “Certain Agreements relating to Lendlease Global REIT and the Properties”.

The Manager believes that the agreements set out above are made on normal commercial terms and are not prejudicial to the interests of Lendlease Global REIT and the Unitholders.

Save as disclosed in this Prospectus, the Trustee has not entered into any other transactions with the Manager or any Related Party of the Manager in connection with the setting up of Lendlease Global REIT.

Exempted Agreements

The entry into and the fees and charges payable by Lendlease Global REIT under the Trust Deed, the Sale and Purchase Agreements, the Master Property Management Agreement, the Singapore Property Individual Property Management Agreement and the AIF Management Regulations to be in place for the Lendlease AIFM (collectively, the “**Exempted Agreements**”), each of which constitutes or will, when entered into, constitute a Related Party Transaction, are deemed to have been specifically approved by the Unitholders upon subscription for the Units and are therefore

not subject to Rules 905 and 906 of the Listing Manual to the extent that specific information on these agreements have been disclosed in the Prospectus and there is no subsequent change to the rates and/or bases of the fees charged thereunder which will adversely affect Lendlease Global REIT. (See “Overview – Certain Fees and Charges” for the fees and charges payable by Lendlease Global REIT in connection with the establishment and on-going management and operation of Lendlease Global REIT for further details.)

However, any renewal or amendments of such agreements are subject to Rules 905 and 906 of the Listing Manual.

Future Related Party Transactions

As a REIT, Lendlease Global REIT is regulated by the Property Funds Appendix and the Listing Manual. The Property Funds Appendix regulates, among others, transactions entered into by the Trustee (for and on behalf of Lendlease Global REIT) with an interested party relating to Lendlease Global REIT’s acquisition of assets from or sale of assets to an interested party, Lendlease Global REIT’s investment in securities of or issued by an interested party and the engagement of an interested party as property management agent or marketing agent for Lendlease Global REIT’s properties.

Depending on the materiality of transactions entered into by Lendlease Global REIT for the acquisition of assets from, the sale of assets to or the investment in securities of or issued by, an interested party, the Property Funds Appendix may require that an immediate announcement to the SGX-ST be made, and may also require that the approval of the Unitholders be obtained.

The Listing Manual regulates all interested person transactions, including transactions already governed by the Property Funds Appendix. Depending on the materiality of the transaction, Lendlease Global REIT may be required to make a public announcement of the transaction (Rule 905 of the Listing Manual), or to make a public announcement of and to obtain Unitholders’ prior approval for the transaction (Rule 906 of the Listing Manual). The Trust Deed requires the Trustee and the Manager to comply with the provisions of the Listing Manual relating to interested person transactions as well as such other guidelines relating to interested person transactions as may be prescribed by the SGX-ST to apply to REITs.

The Manager may at any time in the future seek a general annual mandate from the Unitholders pursuant to Rule 920(1) of the Listing Manual for recurrent transactions of a revenue or trading nature or those necessary for its day-to-day operations, including a general mandate in relation to leases and/or licence agreements to be entered into with interested persons.

All transactions conducted under such general mandate for the relevant financial year will not be subject to the requirements under Rules 905 and 906 of the Listing Manual. In seeking such a general annual mandate, the Trustee will appoint an independent financial adviser (without being required to consult the Manager) pursuant to Rule 920(1)(b)(v) of the Listing Manual to render an opinion as to whether the methods or procedures for determining the transaction prices of the transactions contemplated under the annual general mandate are sufficient to ensure that such transactions will be carried out on normal commercial terms and will not be prejudicial to the interests of Lendlease Global REIT and the Unitholders.

A proposed transaction will have to comply with both the Property Funds Appendix and the Listing Manual requirements, as it is *prima facie* governed by both sets of rules. Where matters concerning Lendlease Global REIT relate to transactions entered or to be entered into by the Trustee for and on behalf of Lendlease Global REIT with a Related Party (either an “interested party” under the Property Funds Appendix or an “interested person” under the Listing Manual) of the Manager or Lendlease Global REIT, the Trustee and the Manager are required to ensure that

such transactions are conducted in accordance with applicable requirements of the Property Funds Appendix and/or the Listing Manual.

Subject to compliance with the applicable requirements, the Manager is not prohibited by either the Property Funds Appendix or the Listing Manual from contracting or entering into any financial, banking or any other type of transaction with the Trustee (when acting other than in its capacity as trustee of Lendlease Global REIT) or from being interested in any such contract or transaction, provided that any such transaction shall be on normal commercial terms and is not prejudicial to the interests of Lendlease Global REIT and the Unitholders. The Manager shall not be liable to account to the Trustee or to the Unitholders for any profits or benefits or other commissions made or derived from or in connection with any such transaction. The Trustee shall not be liable to account to the Manager or to the Unitholders for any profits or benefits or other commission made or derived from or in connection with any such transaction.

Generally, under the Listing Manual, the Manager, its “connected persons” (as defined in the Listing Manual) and any director of the Manager are prohibited from voting their respective own Units at, or being part of a quorum for, any meeting to approve any matter in which it has a material interest.

CORPORATE SOCIAL RESPONSIBILITY STATEMENT

The Manager believes in being responsible corporate citizens and will ensure that it adheres its business operations and strategy to the Sponsor’s existing corporate social responsibility framework, details of which are set out below.

Health and Safety

Safety is the Sponsor’s number one priority. The Lendlease Group is committed to the safety of its people and those who engage with its assets and sites. The Lendlease Group strives to be one of the leading property companies in safety, and through its Global Minimum Requirements (“GMRs”), the Lendlease Group operates to a consistent standard across all operations. These GMRs extend to physical safety and people’s health and wellbeing.

Operating safely helps people feel valued and cared for, and fundamentally makes the Lendlease Group more consistent, reliable and efficient in everything it does.

The Lendlease Group measures safety in three ways:

- **Operations without a Critical Incident:** A Critical Incident is an event that had the potential to cause death or permanent disability. This is an indicator unique to Lendlease.
- **Critical Incident Frequency Rate:** A Lendlease indicator measuring the rate of Critical Incidents.
- **Lost Time Injury Frequency Rate:** An indicator and industry standard measuring a workplace injury which prevents a worker from returning to duties the next day.

Environment and Sustainability

The Lendlease Group has a proud history of giving emphasis to environmental, social and economic outcomes.

Sustainability

The Lendlease Group is focused on delivering long term value as governments, investors and the private sector seek trusted partners who can deliver efficient, healthy and resilient outcomes that are financially, environmentally, culturally and socially inclusive.

The Lendlease Group is building on its extensive sustainability expertise, consolidating its focus around two principal areas, namely environment and community, with continuous strong governance and oversight from the Lendlease Board Sustainability Committee.

Environment

The Lendlease Group's goal is to mitigate the impacts of climate change and build resilience into the places it creates. This includes minimising, and where possible, preventing pollution associated with their operations, and protecting biodiversity and ecosystems across the environments it works in. The Lendlease Group is also rethinking natural and manufactured resource use and reuse. Since FY2014, the Lendlease Group has continued to improve the energy and water efficiency of its operations. The Lendlease Group is also reducing emissions intensity and improving waste reuse, recycling and reducing rates of landfill disposal.

Across the Development, Construction and Investments segments, the Lendlease Group is committed to reducing environmental impacts by integrating environmental management into its planning, design, procurement, delivery and operations.

The Lendlease Group ensures appropriate actions are taken to report, investigate and remedy any environmental incidents or observations. As a developer, the Lendlease Group is committed to the creation of independently rated green certified buildings and precincts and climate resilient communities.

Sustainability continues to underpin the Lendlease Group's strategy. In FY2018, the Lendlease Group endorsed the recommendations for the Task Force on Climate-related Financial Disclosure, an independent industry-led framework enabling companies to disclose climate change risk and opportunities in a format that investors are increasingly seeking.

Community

The Lendlease Group's goal is to address resilience by promoting social and economic wellbeing in the communities in which it operates. The Lendlease Group is passionate about understanding and working inclusively with local people and communities to create places that are respectful of their needs. The Lendlease Group strives to provide opportunities for people to thrive both in social and economic terms.

As a signatory to the United Nations Global Compact, the Lendlease Group is committed to the continuous improvement of its operations, as well as focusing on value chain in the areas of procurement, human rights, the environment, anti-corruption and responsible labour practices.

The Lendlease Group is also investing in skilling and training programmes for its people, subcontracted workforce, and the communities it works in.

FY18 Awards	
Australia	
APPF Commercial	Lendlease managed fund ranked 1st out of 874 participants in 2018 GRESB survey Becomes Australia's first 6 Star Green Star rated portfolio
Barangaroo South	Property Council of Australia – Development of the Year in Australia World First Core & Shell Platinum certification for International Towers Sydney – Towers 1, 2 & 3 World's largest WELL Interior Platinum certification for Lendlease's global headquarters
ICC Sydney Convention Centre	Property Council of Australia – Best Public Building Property Council of Australia – Best Tourism & Leisure Development
Sunshine Coast University Hospital	The largest healthcare building in Australia to achieve a 6 Star Green Star rating, signifying 'World Leadership' in environmentally sustainable building practices
Asia	
Investment Management	GRESB Number One Retail Non-Listed Fund in Asia
Americas	
Lendlease Nashville	Office WELL Interior Silver Certification
Europe	
Residential	Residential Gold Award Winner (1st) – Next Generation Residential Sustainability Benchmark 2017

THE SPONSOR

The Sponsor is part of the Lendlease Group¹, an international property and infrastructure group with core expertise in shaping cities and creating strong and connected communities, with operations in Australia, Asia, Europe and the Americas. The Lendlease Group's vision is to create the best places by striving for world leading standards for safety, innovation and sustainability.

Headquartered in Sydney, the Lendlease Group was formed in 1958 and as at the Latest Practicable Date, had a market capitalisation of approximately A\$9.5 billion.

The Lendlease Group pursues an integrated business model – where two or more of the operating segments of Development, Construction and Investments engage on the same project – to create major precincts, new communities and important civic and social infrastructure.

The Lendlease Group's approach is to maintain a portfolio of operations that deliver diversification of earnings by segment and region, providing a mitigant to property cycles. This approach means that through cycles the composition of earning from each segment or region may vary.

The Lendlease Group has a development pipeline approaching A\$100 billion², core construction backlog of A\$15.6 billion³ and funds under management of A\$35.2 billion³. The Lendlease Group is a trusted investment manager to over 150 key capital partners in property and infrastructure investments.

The Lendlease Group takes a disciplined approach in implementing its strategy with a focus on opportunities in targeted Gateway Cities that are underpinned by the six identified trends of urbanisation, global infrastructure, funds growth, the ageing population, sustainability and technology.

The five focus areas – Health and Safety, Financial, Our Customers, Our People and Sustainability, in conjunction with a strong risk management and governance framework, drive the approach to business. The Lendlease Group also has a portfolio management framework that provides for a diversified earnings base by both geography and segment in order to maximise value, and the Core Values of Lendlease that underpin how the Lendlease Group does business, form an integral part of the risk management and governance framework.

1 Lendlease Group comprises the Sponsor, Lendlease Trust and their subsidiaries.

2 As at the Latest Practicable Date.

3 As at 30 June 2019.

CORPORATE HISTORY

1958 – 1959	Lendlease Corporation is founded in 1958 Wins contract for Sydney Opera House
1960 – 1969	Lendlease Corporation listed on the Sydney Stock Exchange Acquires construction firm Civil & Civic Operations expand throughout Australia and New Zealand
1970 – 1979	Launches operations in Singapore and the U.S. Establishes Australia's first listed property trust, GPT (General Property Trust)
1980 – 1989	APPF (Australian Prime Property Fund) launches in Australia Lendlease acquires MLC (Mutual Life & Citizen), Australian financial services company in 1986
1990 – 1999	Begins operating in the United Kingdom and developed asset Bluewater opens, one of Europe's largest retail and leisure destinations Acquires Bovis, UK construction company in 1999 Joint venture with Actus, US Military Housing business Sydney Athlete's Village opens
2000 – 2009	Sale of MLC to National Australia Bank in 2000 Secures Victoria Harbour, Melbourne in 2001, the Group's first major urbanisation project Awarded the contract to develop Barangaroo South, Sydney's largest central business district ("CBD") development, over the following 10 to 15 years Lendlease and GPT part ways Acquires Delfin Australian communities business Secures first military housing contract in the US Establishes Lendlease Asian Retail Investment Fund
2010 – 2012	Acquires AbiGroup, Boulderstone and Conneq Secures International Quarter project and Elephant Park project, London Acquires Retirement Living portfolio London Athletes' Village opens
2013 – 2015	Secures Darling Square project, Sydney and Melbourne Quarter project Divests Bluewater, UK September 11 Memorial and Museum in New York City opens Secures The Exchange TRX project, Kuala Lumpur and Paya Lebar Quarter project, Singapore
2016 – 2019	Secures the following projects, bringing the development pipeline to circa A\$100 billion: – Euston Station, London – Milano Santa Giulia, Milan – Silvertown Quays, East London – High Road West, London – Senior living project in Shanghai – Victoria Cross, Sydney – Lakeshore East, Chicago – San Francisco Bay Area, California Comprehensive strategic review determined Engineering and Services is no longer a required part of Group strategy

STRATEGY

The Lendlease Group's strategy is to pursue its integrated business model across a diversified portfolio, in targeted Gateway Cities around the world. This means leveraging more than one of the Lendlease Group's operating segments of (i) Development, (ii) Construction and (iii) Investments in cities that the Lendlease Group believes are the most resilient and stronger performing. These Gateway Cities typically withstand property and economic cycles better than the nations they form part of.

The strategic intent is to deliver optimal performance in a safe and focused manner.

Focus	Focus on delivering optimal performance safely at the Lendlease Group's target margins. This means investing in people; remaining disciplined in delivery; maximising opportunities from the integrated model, and ensuring a strong and effective approach to risk management.
Grow	Pursuing disciplined growth in sectors aligned with global trends and with a focus on Lendlease's target global Gateway Cities.

Global Trends Influencing Lendlease's Strategy

Urbanisation



Today, 55% of the world's population lives in urban areas, and that's expected to increase to 68% by 2050. The human shift from rural to urban areas, combined with the overall growth of the world's population, could add another 2.5 billion people to urban areas by 2050¹

Where we are today

- A\$81.2b² urbanisation pipeline³
- 21² major urbanisation projects⁴ across 10 gateway cities

Technology, digital and data



The exponential growth of internet use has created a new society of hyper connected citizens. Estimates predict that by 2025, on average, every connected person will have a digital data engagement over 4,800 times per day⁷

Where we are today

- Data supported technology solutions can improve and enrich the lives of customers with places that are safer, for example through the use of digital twins

Global infrastructure



Global infrastructure spending is estimated to rise to an average of US\$5.1 trillion per year between now and 2035⁵

Where we are today

- Secured Sydney Metro Martin Place and Victoria Cross integrated station developments
- Increasing our presence in telecommunications assets

Ageing population



Internationally, the number of people aged 60+ is projected to grow three times faster than the overall population (2.4% vs 0.8% p.a.) between 2015 and 2050⁸

Where we are today

- One of Australia's largest operators of retirement villages
- First flagship senior living project in China, Ardor Gardens, has commenced construction

Funds Growth



Global assets under management are forecast to rise from US\$85 trillion in 2016 to US\$145 trillion by 2025⁶

Where we are today

- A\$35.2b of funds under management
- 13.4% annual growth in funds under management since FY15

Sustainability



Climate change and society's responses to it are now widely recognised as foundational drivers of risk and opportunity within the global economy⁹

Where we are today

- Signatory to the UN Global Compact
- Recognised by GRESB as an international leader, with the Lendlease managed Australian Prime Property Fund Commercial ranked first

1. World Urbanization Prospects: The 2018 Revision, United Nations. 2. Includes San Francisco Bay Area project secured post balance date. 3. Remaining estimated development end value. 4. Urbanisation development projects with end value >\$1b. 5. McKinsey Global Institute: Bridging Infrastructure Gaps – Has the World Made Progress? October 2017. Includes some internal calculations. 6. Asset & Wealth Management Revolution: Embracing Exponential Change, PwC 2017. 7. IDC's DataAge 2025 – The Digitization of the World. 8. World Population Prospects: The 2017 Revision, United Nations. 9. Ref: https://www.apra.gov.au/sites/default/files/climate_change_awareness_to_action_march_2019.pdf.

Gateway Cities

The Lendlease Group urbanisation led strategy primarily focuses on major Gateway Cities around the world.

Location of Gateway Cities



Relative to their national average, Gateway Cities typically experience higher population growth; have the most appealing employment prospects; are more resilient through property and economic cycles; and attract more global investment capital. Playing to the breadth of the Lendlease Group's skills, these cities often contain sites well suited to regeneration and infrastructure upgrades.

To identify the cities most relevant to the Lendlease Group's strategy and capabilities, the Lendlease Group periodically undertakes an extensive global study, evaluating key metrics including economic, business climate, geopolitical risks, urbanisation potential and capital market indicators. As well as evaluating global cities on additional metrics such as demographics, demand drivers, property fundamentals, unique attributes, policy and planning frameworks and Lendlease's presence in a market.

Wherever the Lendlease Group operates, its business operations must comply with its robust safety and sustainability standards.

The Lendlease Group has a portfolio of 21 urbanisation projects across 10 Gateway Cities.

Five Focus Areas: Health & Safety, Financial, Our Customers, Our People and Sustainability

The Lendlease Group has five focus areas through which it focuses its endeavours to create long-term value – Health and Safety, Financial, Our Customers, Our People and Sustainability. These underpin the Lendlease Group’s ability to create economic, safe and sustainable outcomes for its customers, partners, securityholders and the community. While the Lendlease Group approaches these focus areas with an innovative mindset, its decisions are supported by disciplined governance and risk management.

Lendlease Group's Five Focus Areas of Value Creation

Area of focus	Material issue	How we deliver value
 <p>Health and Safety</p>	<p>Operating safely across our operations and projects. Maintaining the health and wellbeing of our employees and those who engage with our assets and sites.</p>	<p>We are committed to the safety of our people and those who interact with our assets and sites. Through our Global Minimum Requirements (GMRs) we operate to a consistent standard across all operations. These GMRs extend to physical safety and people’s health and wellbeing.</p>
 <p>Financial</p>	<p>Delivering securityholder returns. Maintaining strong capital management to support ongoing investment in our future pipeline.</p>	<p>We deliver returns to our securityholders and adopt a prudent approach to capital management with a view to maintaining a strong balance sheet throughout market cycles.</p>
 <p>Our Customers</p>	<p>Understanding our customers and responding to changes in the market. Designing and delivering innovative, customer driven solutions to win the projects we want to win and ultimately deliver the best places.</p>	<p>Embedding a process of continuous improvement based on customer insights and actions identified through market research. This approach also consistently measures customer satisfaction and advocacy.</p>
 <p>Our People</p>	<p>Attracting, developing and retaining diverse talent. Ensuring we have the right capability across the organisation to deliver results for all stakeholders.</p>	<p>We attract, develop and retain diverse talent by building a culture of collaboration and continuous learning, where successes are recognised and people are rewarded. We invest in developing leaders and capabilities to drive our success.</p>
 <p>Sustainability</p>	<p>Managing and optimising our performance in the context of challenges facing the built environment, including climate change and social pressures such as population growth and housing affordability.</p>	<p>As a signatory to the United Nations Global Compact, we are committed to the continuous improvement of our operations. We integrate strategies to mitigate the impact of climate change. For example, as a developer, Lendlease is committed to the creation of independently rated green certified buildings and precincts and climate resilient communities. We aim to deliver inclusive, healthy and adaptable places that can thrive through change.</p>

DEVELOPMENT SEGMENT

The Lendlease Group’s Development segment comprises activities across urbanisation, communities, retirement living and infrastructure development. Of the approximately A\$100 billion of opportunities in the Lendlease Group’s development pipeline, A\$81.2 billion is from urbanisation projects in Australia, Europe, Asia and the Americas. Notable development projects include:

<p>Barangaroo South, Sydney, Australia</p>	 <p>Transforming 22 hectares of a former container terminal along the western harbour edge of Sydney’s CBD into a vibrant new waterfront financial district.</p> <p>This includes a mix of world class office space, premium residential buildings, vibrant shopping, dining, hotel, hospitality and public places.</p>
<p>Melbourne Quarter, Melbourne, Australia</p>	 <p>Melbourne Quarter is centrally located in the city of Melbourne, directly opposite Southern Cross station, with extensive frontages to Collins Street and Flinders Street. It is one of the largest new mixed-use urban regeneration developments in Melbourne.</p> <p>The new precinct will include three commercial towers, three residential apartment towers, and a diverse retail mix of food, lifestyle and wellbeing.</p> <p>On completion, Melbourne Quarter is expected to accommodate approximately 13,000 workers and over 3,000 residents.</p> <p>Construction commenced in 2016, with stage one now complete, which includes One Melbourne Quarter (the first commercial tower).</p>

Paya Lebar Quarter, Singapore



The Singapore Government identified Paya Lebar as a new commercial hub for Singapore, which includes an integrated commercial node with offices, retail and attractive public spaces flowing with activity.

Lendlease is developing Paya Lebar Quarter (“**PLQ**”). This is a key cornerstone development within this new district, which will be one of Singapore’s most progressive and sustainable new city precincts.

As one of the largest business and lifestyle precincts in Singapore, PLQ integrates dynamic workplaces with a diverse range of retail, entertainment and recreational activities, alongside premier residential apartments – all within an active, green and engaging environment.

The Exchange TRX, Kuala Lumpur, Malaysia



The Exchange TRX is Lendlease’s largest integrated development in Asia. It is located in the heart of Kuala Lumpur and will complement the Malaysian Government’s vision to transform the broader TRX precinct into a world-class business and financial hub.

The Exchange TRX is a 17-acre mixed-use development comprising of six residential towers, a luxury hotel, park and new city centre retail mall. The project will be developed in stages through a joint venture with Lendlease owning 60% and TRX City owning 40% of the partnership. Lendlease is the development manager and construction manager for the project.

Elephant Park, London, UK



Working in partnership with the London Borough of Southwark to deliver a £2.3 billion urbanisation project across three sites: Elephant Park, Trafalgar Place and One The Elephant.

Lendlease is working extensively with the Council to achieve sustainable outcomes, including at least 25% affordable homes. The Elephant & Castle regeneration is one of 19 projects from across the world chosen to be part of the C40 Cities Climate Positive Development Programme.

International Quarter, London, UK



International Quarter London is a joint venture between Lendlease and London Continental Railways to create a thriving business quarter at the heart of London's newest metropolitan area, Stratford City, E20. As well as new homes and community facilities, International Quarter London provides approximately 4,000,000 sq ft of work space along with retail and a hotel, creating 25,000 jobs.

The commercial space is spread across two sites, North and South, and designed around the core values of promoting health and wellbeing in the workplace.

Milano Santa Giulia, Milan, Italy



Milano Santa Giulia is located 5km from the Milan CBD and 10 minutes to Linate Airport and is well-connected by high speed rail connection.

To be developed in multiple phases, Milano Santa Giulia will include approximately 2,500 residential units, 110,000 sq m of office space, 80,000 sq m of retail space and 500,000 sq m of public space.

Southbank, Chicago, US



Developed and constructed by Lendlease, Southbank is a new neighbourhood located on the bank of the Chicago River and situated in the heart of Chicago's South Loop.

Southbank is zoned to offer as many as 2,700 units across five high rises surrounding a two-acre public park.

CONSTRUCTION SEGMENT

The Lendlease Group has delivered construction projects around the world for 60 years. The Lendlease Group provides project management, design and construction services for both internal and external clients across a range of sectors including residential, office, retail, health and defence.

The Lendlease Group's core construction business currently has backlog revenue of A\$15.6 billion globally as at 30 June 2019.

Barangaroo South in Sydney, Australia, is an example of what the Lendlease Group's integrated approach can achieve. The vibrant waterfront financial district features a mix of office space, premium residential buildings, shopping, dining and leisure experiences. The Property Council of Australia named Barangaroo South Development of the Year, 2018, with awards in design, economic performance, environmental commitment and innovation. The Lendlease Group's construction capability was critical in achieving this recognition and continues to play a key role in delivering the group's urbanisation pipeline.

INVESTMENTS SEGMENT

The Lendlease Group's Investments segment owns and manages investments, often created by other parts of the group's business. The Lendlease Group's investment management platform provides capital partners with access to quality property and infrastructure assets. The Lendlease Group manages A\$35.2 billion on behalf of pension and sovereign wealth funds, investment managers and insurance companies. Co-investments in the Lendlease Group's property and infrastructure funds provide alignment with the group's capital partners and a quality source of income for the group.

THE FORMATION AND STRUCTURE OF LENDLEASE GLOBAL REIT

The Trust Deed is a complex document and the following is a summary only and is qualified in its entirety by, and is subject to, the contents of the Trust Deed. Investors should refer to the Trust Deed itself to confirm specific information or for a detailed understanding of Lendlease Global REIT. The Trust Deed is available for inspection at the principal place of business of the Manager which, as at the date of this Prospectus, is located at 2 Tanjong Katong Road, #05-01 Paya Lebar Quarter, Singapore 437161.

THE TRUST DEED

Lendlease Global REIT is a REIT constituted by the Trust Deed on 28 January 2019 and amended and restated by a first amending and restating deed dated 10 September 2019 and complies with the requirements of, among others, the MAS and the SGX-ST, for a listed REIT. Lendlease Global REIT is principally regulated by the SFA and the CIS Code (including the Property Funds Appendix). Lendlease Global REIT was authorised as a collective investment scheme by the MAS on 25 September 2019.

The provisions of the SFA and the CIS Code (including the Property Funds Appendix) prescribe certain terms of the Trust Deed and certain rights, duties and obligations of the Manager, the Trustee and Unitholders under the Trust Deed. The Property Funds Appendix also imposes certain restrictions on REITs in Singapore, including a restriction on the types of investments which REITs in Singapore may hold, a general limit on their level of borrowings and certain restrictions with respect to Interested Party Transactions.

The terms and conditions of the Trust Deed shall be binding on each Unitholder (and persons claiming through such Unitholder) as if such Unitholder had been a party to the Trust Deed and as if the Trust Deed contains covenants by such Unitholder to observe and be bound by the provisions of the Trust Deed and an authorisation by each Unitholder to do all such acts and things as the Trust Deed may require the Manager and/or the Trustee to do.

Operational Structure

Lendlease Global REIT was established to invest in real estate and real estate-related assets. The Manager must manage Lendlease Global REIT so that the principal investments of Lendlease Global REIT are real estate and real estate-related assets (including ownership of companies or other legal entities whose primary purpose is to hold or own real estate and real estate-related assets). Lendlease Global REIT is a Singapore REIT established with the principal investment strategy of investing, directly or indirectly, in a diversified portfolio of Stabilised Income-Producing Real Estate Assets located globally, which are used primarily for retail and/or office purposes, as well as real estate-related assets in connection with the foregoing.

Lendlease Global REIT will aim to generate returns for its Unitholders by owning, buying and actively managing such properties in line with its investment strategy (including the selling of any property that has reached a stage that offers only limited scope for growth).

Subject to the restrictions and requirements in the Trust Deed, Property Funds Appendix and the Listing Manual, the Manager is also authorised under the Trust Deed to invest in investments which need not be real estate.

Under the Trust Deed, “Authorised Investments” means:

- (i) real estate;

- (ii) any improvement or extension of or addition to, or reconstruction, refurbishment, retrofitting, renovation or other development of any real estate or any building thereon;
- (iii) real estate-related assets, wherever the issuers, assets or securities are incorporated, located, issued or traded;
- (iv) listed or unlisted debt securities and listed shares or stock and (if permitted by the Authority) unlisted shares or stock of or issued by local or foreign non-property companies or corporations;
- (v) government securities (issued on behalf of the Singapore Government or governments of other countries) and securities issued by a supra-national agency or a Singapore statutory board;
- (vi) cash and cash equivalent items;
- (vii) financial derivatives only for the purposes of (a) hedging existing positions in Lendlease Global REIT's portfolio where there is a strong correlation to the underlying investments or (b) efficient portfolio management, PROVIDED THAT such derivatives are not used to gear the overall portfolio of Lendlease Global REIT or intended to be borrowings or any form of financial indebtedness of Lendlease Global REIT; and
- (viii) any other investment not covered by paragraph (i) to (vii) of this definition but specified as a permissible investment in the Property Funds Appendix and selected by the Manager for investment by Lendlease Global REIT and approved by the Trustee in writing.

The Manager may use certain financial derivative instruments for hedging purposes or efficient portfolio management, provided that (i) such financial derivative instruments are not used to gear Lendlease Global REIT's overall portfolio or are intended to be borrowings of Lendlease Global REIT and (ii) the policies regarding such use of financial derivative instruments have been approved by the Board. Although the Manager may use certain financial derivative instruments to the extent permitted by such laws, rules and regulations as may be applicable including, but not limited to, the CIS Code (including the Property Funds Appendix) and the Listing Manual, the Manager presently does not have any intention for Lendlease Global REIT to invest in options, warrants, commodities futures contracts and precious metals.

The Units and Unitholders

The rights and interests of Unitholders are contained in the Trust Deed. Under the Trust Deed, these rights and interests are safeguarded by the Trustee.

Each Unit represents an undivided interest in Lendlease Global REIT. A Unitholder has no equitable or proprietary interest in the Deposited Property. A Unitholder is not entitled to the transfer to the Unitholder of the Deposited Property (or any part thereof) or of any estate or interest in the Deposited Property (or any part thereof). A Unitholder's right is limited to the right to require due administration of Lendlease Global REIT in accordance with the provisions of the Trust Deed, including, without limitation, by suit against the Trustee or the Manager.

Under the Trust Deed, each Unitholder acknowledges and agrees that a Unitholder 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 the Deposited Property (or any part thereof), and waives any rights the Unitholder may otherwise have to such relief. If the Trustee or the Manager breaches or threatens to breach its duties or obligations to a Unitholder under the Trust Deed, the Unitholder'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 the

Unitholder acknowledges and agrees that damages or compensation is an adequate remedy for such breach or threatened breach.

Unless otherwise expressly provided in the Trust Deed, a Unitholder may not interfere with the rights, powers, authority or discretion of the Manager or the Trustee, exercise any right in respect of the Deposited Property (or any part thereof) or lodge any caveat or other notice affecting the Deposited Property (or any part thereof), or require that any part of the Deposited Property be transferred to such Unitholder.

No certificate shall be issued to Unitholders by either the Manager or the Trustee in respect of Units issued to Unitholders. For so long as Lendlease Global REIT is listed on the SGX-ST, the Manager shall, pursuant to CDP's depository services terms and conditions in relation to the deposit of Units in CDP (the "**Depository Services Terms and Conditions**"), appoint CDP as the Unit depository for Lendlease Global REIT, and all Units issued will be represented by entries in the register of Unitholders kept by the Trustee or the agent appointed by the Trustee in the name of, and deposited with, CDP as the registered holder of such Units.

The Manager or the agent appointed by the Manager shall issue to CDP, 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 and for the purposes of the Trust Deed, such confirmation note shall be deemed to be a certificate evidencing title to the Units issued.

There are no restrictions under the Trust Deed or Singapore law on a person's right to purchase (or subscribe for) Units and to own Units, except in the case of a rights issue or (as the case may be) any preferential offering, where the Manager has the right under the Trust Deed to elect not to extend an offer of Units under the rights issue or (as the case may be) any preferential offering to Unitholders whose addresses are outside Singapore.

The Take-Over Code applies to REITs. As a result, acquisitions of Units which may result in a change in effective control of Lendlease Global REIT and the aggregate Unitholdings of an entity and its concert parties crossing certain thresholds will be subject to the mandatory provisions of the Take-Over Code, such as a requirement to make a mandatory general offer for Units.

Issue of Units

The following is a summary of the provisions of the Trust Deed relating to the issue of Units.

Subject to the following sub-paragraphs (1), (2) and (3) below and to such laws, rules and regulations as may be applicable, for so long as Lendlease Global REIT is listed on the SGX-ST or such other stock exchange of repute in any part of the world ("**Recognised Stock Exchange**"), the Manager may issue Units on any business day at an issue price equal to, or above, the "market price", without the prior approval of the Unitholders. For this purpose, "market price" shall mean:

- (i) the volume weighted average price ("**VWAP**") for a Unit (if applicable, of the same class) for all trades on the SGX-ST, or such other Recognised Stock Exchange on which Lendlease Global REIT 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 relevant Recognised Stock Exchange) immediately preceding (and, for the avoidance of doubt, including) the relevant business day;
- (ii) if the Manager believes that the calculation in paragraph (i) above does not provide a fair reflection of the market price of a Unit (which may include, among others, instances where the trades on the Units are very low or where there is disorderly trading activity in the Units),

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; or

- (iii) (in relation to the issue of Units to the Manager as payment of the management fees) the volume weighted average price for a Unit for all trades on the SGX-ST, or (as the case may be) such other Recognised Stock Exchange on which Lendlease Global REIT is listed, in the ordinary course of trading on the SGX-ST or (as the case may be) the relevant Recognised Stock Exchange, for the last 10 business days (or such other period as may be prescribed by the SGX-ST or relevant Recognised Stock Exchange) immediately preceding (and, for the avoidance of doubt, including):
 - (A) (in relation to the Base Fee) the end date of the relevant financial quarter to which such Base Fee relates; and/or
 - (B) (in relation to the Performance Fee) the end date of the relevant financial year to which such Performance Fee relates.
- (iv) (in relation to the issue of Units to the Manager as payment of the Acquisition Fee when the Acquisition Fee is paid in the form of Units) the issue price of Units issued to finance or part finance the acquisition in respect of which the Acquisition Fee is payable or, where Units are not issued to finance or part finance the Acquisition, the prevailing market price at the time of issue of such Units as determined sub-paragraph (i) or (ii) above.

For so long as Lendlease Global REIT is listed on the SGX-ST or any other Recognised Stock Exchange, the Manager may issue Units at an issue price other than calculated in accordance with the above paragraph without the prior approval of Unitholders provided that the Manager complies with the listing rules of Singapore, 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 Unitholders, the issue price of a Unit issued other than by way of a rights issue offered on a pro rata basis to all existing Unitholders 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 of Singapore or, if applicable, the listing rules of the relevant Recognised Stock Exchange, the Property Funds Appendix or any other relevant laws, regulations and guidelines.

Where Units are issued as full or partial consideration for the acquisition of an Authorised Investment by Lendlease Global REIT 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.

The scope of the general mandate to be given in a general meeting of the Unitholders is limited to the issue of an aggregate number of additional Units which must not exceed 50.0% of the total number of Units in issue, of which the aggregate number of additional Units to be issued other than on a pro rata basis to the existing Unitholders must not exceed 20.0% of the total number of Units in issue as at the date of the approval.

Unit Issue Mandate

By subscribing for the Units under the Offering, investors are (A) deemed to have approved the issuance of all Units comprised in the Offering, the LLT Sub-Trust Units, the Cornerstone Units and the IPO Acquisition Fee Units and (B) deemed to have given the authority (the “**Unit Issue Mandate**”) to the Manager to:

- (i) (a) issue Units whether by way of rights, bonus or otherwise; and/or
- (b) make or grant offers, agreements or options (collectively, “**Instruments**”) that might or would require Units to be issued, including but not limited to the creation and issue of (as well as adjustments to) securities, warrants, debentures or other instruments convertible into Units,

at any time and upon such terms and conditions and for such purposes and to such persons as the Manager may in its absolute discretion deem fit; and

- (ii) issue Units in pursuance of any Instrument made or granted by the Manager while the Unit Issue Mandate was in force (notwithstanding that the authority conferred by the Unit Issue Mandate may have ceased to be in force at the time such Units are issued),

provided that:

- (A) the aggregate number of Units to be issued pursuant to the Unit Issue Mandate (including Units to be issued in pursuance of Instruments made or granted pursuant to the Unit Issue Mandate) must not exceed 50.0% of the total number of issued Units (excluding treasury Units, if any) (as calculated in accordance with sub-paragraph (B) below), of which the aggregate number of Units to be issued other than on a pro rata basis to Unitholders must not exceed 20.0% of the total number of issued Units (excluding treasury Units, if any) (as calculated in accordance with sub-paragraph (B) below);
- (B) subject to such manner of calculation as may be prescribed by the SGX-ST for the purpose of determining the aggregate number of Units that may be issued under sub-paragraph (A) above, the total number of issued Units (excluding treasury Units, if any) shall be based on the number of issued Units (excluding treasury Units, if any) after completion of the Offering, after adjusting for any subsequent bonus issue, consolidation or subdivision of Units;
- (C) in exercising the Unit Issue Mandate, the Manager shall comply with the provisions of the Listing Manual for the time being in force (unless such compliance has been waived by the SGX-ST) and the Trust Deed for the time being in force (unless otherwise exempted or waived by the MAS);
- (D) (unless revoked or varied by the Unitholders in a general meeting) the authority conferred by the Unit Issue Mandate shall continue in force until (i) the conclusion of the first annual general meeting of Lendlease Global REIT or (ii) the date by which the first annual general meeting of Lendlease Global REIT is required by applicable regulations to be held, whichever is earlier;
- (E) where the terms of the issue of the Instruments provide for adjustment to the number of Instruments or Units into which the Instruments may be converted, in the event of rights, bonus or other capitalisation issues or any other events, the Manager is authorised to issue additional Instruments or Units pursuant to such adjustment notwithstanding that the authority conferred by the Unit Issue Mandate may have ceased to be in force at the time the Instruments or Units are issued; and

- (F) the Manager and the 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 Manager or, as the case may be, the Trustee may consider expedient or necessary or in the interest of Lendlease Global REIT to give effect to the authority conferred by the Unit Issue Mandate.

Suspension of Issue of Units

The Manager or the Trustee may, with the prior written approval of the other and subject to the Listing Manual or the listing rules of any other relevant Recognised Stock Exchange, suspend the issue of Units during any of the following events:

- 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;
- 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 Unitholders as a whole or of the Deposited Property;
- any breakdown in the means of communication normally employed in determining the price of any assets of Lendlease Global REIT 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 assets of Lendlease Global REIT cannot be promptly and accurately ascertained;
- any period when remittance of money which will or may be involved in the realisation of any asset of Lendlease Global REIT or in the payment for such asset of Lendlease Global REIT cannot, in the opinion of the Manager, be carried out at normal rates of exchange;
- any period where the issuance of Units is suspended pursuant to any order or direction issued by the MAS or any other relevant regulatory authority;
- in relation to any general meeting of Unitholders, the 72-hour period before such general meeting or any adjournment thereof; or
- when the business operations of the Manager or the Trustee in relation to the operation of Lendlease Global REIT 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 ceases to exist and no other conditions under which suspension is authorised (as set out above) exists, upon the declaration in writing thereof by the Manager or (as the case may be) the Trustee.

In the event of any suspension while Lendlease Global REIT is listed on the SGX-ST, the Manager shall ensure that immediate announcement of such suspension is made through the SGX-ST or the relevant Recognised Stock Exchange.

Repurchase and Redemption of Units

The Trust Deed provides that any redemption of Units will be carried out in accordance with the Property Funds Appendix, the rules of the Listing Manual (if applicable) and all other applicable laws and regulations. With respect to any terms which are necessary to carry out such redemption but are not prescribed by the Property Funds Appendix, the rules in the Listing Manual and any laws and regulations, these terms shall be determined by mutual agreement between the Manager and the Trustee.

For so long as the Units are listed on the SGX-ST, the Unitholders have no right to request that the Manager repurchase or redeem their Units while the Units are listed on the SGX-ST and/or any other Recognised Stock Exchange. It is intended that the Unitholders may only deal in their listed Units through trading on the SGX-ST.

Rights and Liabilities of Unitholders

The key rights of Unitholders include rights to:

- receive income and other distributions attributable to the Units held;
- receive audited accounts and the annual reports of Lendlease Global REIT; and
- participate in the termination of Lendlease Global REIT by receiving a share of all net cash proceeds derived from the realisation of the assets of Lendlease Global REIT less any liabilities, in accordance with their proportionate interests in Lendlease Global REIT.

No Unitholder has a right to require that any asset of Lendlease Global REIT be transferred to him.

Further, Unitholders shall not give any directions to the Trustee or the Manager (whether at a meeting of Unitholders duly convened and held in accordance with the provisions of the Trust Deed or otherwise) if it would require the Trustee or the Manager to do or omit doing anything which may result in:

- Lendlease Global REIT, the Manager or the Trustee, as the case may be, ceasing to comply with the Listing Manual or, if applicable, the listing rules of the relevant Recognised Stock Exchange, and all other applicable laws and regulations; or
- the exercise of any discretion expressly conferred on the Trustee or the Manager by the Trust Deed or the determination of any matter which, under the Trust Deed, requires the agreement of (i) the Trustee, (ii) the Manager or (iii) both the Trustee and the Manager (without derogation from the right of a Unitholder to require the due administration of Lendlease Global REIT in accordance with the Trust Deed).

The Trust Deed contains provisions that are designed to limit the liability of a Unitholder to the amount paid or payable for any Unit. The provisions provide that a Unitholder shall not be liable to the Manager or the Trustee to make any further payments to Lendlease Global REIT after it has fully paid the consideration to acquire its Units and no further liability shall be imposed on such Unitholder in respect of its Units. The provisions ensure that if the issue price of the Units held by a Unitholder has been fully paid, no such Unitholder, by reason alone of being a Unitholder, will be personally liable to indemnify the Trustee or any creditor of Lendlease Global REIT in the event that the liabilities of Lendlease Global REIT exceed its assets.

Under the Trust Deed, every Unit carries the same voting rights.

Amendments of the Trust Deed

Approval of Unitholders by an Extraordinary Resolution will be obtained for any amendment of the Trust Deed unless the Trustee certifies, in its opinion, that such amendment:

- does not materially prejudice the interests of Unitholders and does not operate to release to any material extent the Trustee or the Manager from any responsibility to the Unitholders;
- is necessary in order to comply with applicable fiscal, statutory or official requirements (whether or not having the force of law), including, without limitation, requirements under all other applicable laws, regulations and guidelines; or
- is made to remove obsolete provisions or to correct a manifest error.

No such amendment shall impose upon any Unitholder any obligation to make any further payments in respect of his Units or to accept any liability in respect thereof.

Notwithstanding any of the above, the Manager and the Trustee may, with the written approval of the relevant authorities (including, without limitation, the MAS), alter certain provisions in the Trust Deed relating to the use of derivatives.

Meeting of Unitholders

Under applicable law and the provisions of the Trust Deed, Lendlease Global REIT will not hold any meetings for Unitholders unless:

- the Trustee or the Manager convenes a meeting; or
- unless not less than 50 Unitholders or Unitholders representing not less than 10.0% of the total Units issued gives written request for a meeting to be convened.

In addition, Lendlease Global REIT is required to hold an annual general meeting 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 Lendlease Global REIT holds its first annual general meeting within 18 months of its constitution, it need not hold it in the year of its constitution or the following year. Furthermore, the Trust Deed shall comply with paragraph 4 of the Property Funds Appendix.

All meetings convened shall be held in Singapore.

Unitholders may, by Extraordinary Resolution and in accordance with the provisions of the Trust Deed:

- sanction any modification, alteration or addition to the Trust Deed which shall be agreed by the Trustee and the Manager as provided in the Trust Deed;
- sanction a supplemental deed increasing the maximum permitted limit or any change in the structure of the fees payable to the Manager and the Trustee;
- remove the auditors and appoint other auditors in their place;
- remove the Trustee;
- direct the Trustee to take any action pursuant to Section 295 of the SFA (relating to the winding up of Lendlease Global REIT); and
- delist Lendlease Global REIT after it has been listed.

Unitholders may also, by an Ordinary Resolution of Unitholders present and voting at a meeting of Unitholders convened in accordance with the Trust Deed, vote to remove the Manager (with the Manager and its related parties being permitted to vote).

Any decision to be made by resolution of Unitholders other than the above shall be made by Ordinary Resolution, unless an Extraordinary Resolution is required by the SFA, the CIS Code or the Listing Manual.

Except as otherwise provided for in the Trust Deed, and save for an Extraordinary Resolution (which requires at least 21 days' notice) (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), at least 14 days' notice (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 Unitholders in the manner provided in the Trust Deed. Each notice shall specify the place, day and hour of the meeting, and the terms of the resolutions to be proposed. 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 special business.

The quorum at a meeting shall not be less than two Unitholders (whether present in person or by proxy) together holding or representing at least one-tenth in value of all the Units for the time being in issue.

Subject to the prevailing listing rules under the Listing Manual, voting at a meeting shall be by poll. Unitholders do not have different voting rights on account of the number of votes held by a particular Unitholder. On a poll, every Unitholder has one vote for each Unit of which it is the Unitholder. The Trust Deed does not contain any limitation on non-Singapore resident or foreign Unitholders holding Units or exercising the voting rights with respect to their Unitholdings.

None of the Manager or the controlling shareholders (as defined in the Listing Manual) of the Manager and any of their Associates shall be entitled to vote or be counted as part of a quorum at a meeting convened to consider a matter in respect of which the Manager, the relevant controlling shareholders of the Manager or any of their Associates has a material interest save for an Ordinary Resolution duly proposed to remove the Manager, in which case, no Unitholder shall be disenfranchised.

Electronic Communications

The Manager may send documents, including notices, circulars and annual reports, using electronic communications to a Unitholder if there is express consent from that Unitholder.

In addition, by subscribing for the Units under the Offering, Unitholders are deemed to have consented to the use of electronic communications to send documents, including circulars and annual reports via either:

- (A) **Deemed Consent** provided that the Manager has separately notified the Unitholder directly in writing on at least one occasion of the following:
 - (i) that the Unitholder has a right to elect, within a time specified in the notice from Lendlease Global REIT, whether to receive documents in either electronic or physical copies;

- (ii) that if the Unitholder does not make an election, documents will be sent to the Unitholder by way of electronic communications;
 - (iii) the manner in which electronic communications will be used is the manner specified in the Trust Deed;
 - (iv) that the election is a standing election, but that the Unitholder may make a fresh election at any time; and
 - (v) until the Unitholder makes a fresh election, the election that is conveyed to the Manager last in time prevails over all previous elections as the Unitholder's valid and subsisting election in relation to all documents to be sent; or
- (B) **Implied Consent** provided that the Manager shall inform the Unitholder as soon as practicable of how to request a physical copy of that document from Lendlease Global REIT. The Manager shall provide a physical copy of that document upon such request.

The Trust Deed:

- (i) provides for the use of electronic communications;
- (ii) specifies the manner in which electronic communications is to be used; and
- (iii) (a) (in the case of deemed consent) specifies that the Unitholder will be given an opportunity to elect within a specified period of time, whether to receive such document by way of electronic communications or as a physical copy and (b) (in the case of implied consent) provides that the Unitholder shall agree to receive such document by way of such electronic communications and shall not have a right to elect to receive a physical copy of such document.

Notwithstanding the above, the Manager shall send the following documents to Unitholders by way of physical copies:

- (1) forms or acceptance letters that shareholders may be required to complete;
- (2) notice of meetings, excluding circulars or letters referred in that notice;
- (3) notices and documents relating to takeover offers and rights issues; and
- (4) notices under Listing Rules 1211 and 1212.

DECLARATION OF UNITHOLDINGS

Duty of Manager to Make Disclosure

Pursuant to Section 137ZC of the SFA, where the Manager acquires or disposes of interests in Units or debentures or units of debentures of Lendlease Global REIT, or the Manager has been notified in writing by, *inter alia*, a Substantial Unitholder or director or Chief Executive Officer of the Manager pursuant to the unitholdings disclosure requirements of the SFA as set out below, the Manager shall announce such information via SGXNET and in such form and manner as the Authority may prescribe as soon as practicable and in any case no later than the end of the business day following the day on which the Manager became aware of the acquisition or disposal or received the notice.

Substantial Unitholdings

Pursuant to Sections 135 to 137B of the SFA (read with Section 137U of the SFA), Substantial Unitholders are required to notify the Manager and the Trustee within two business days after becoming aware of their becoming a Substantial Unitholder, any subsequent change in the percentage level of their interest(s) in Units (rounded down to the next whole number) or their ceasing to be a Substantial Unitholder.

Directors and Chief Executive Officer of the Manager

Pursuant to Section 137Y of the SFA, Directors and the Chief Executive Officer of the Manager are required to, within two business days, notify the Manager of their acquisition of interest in Units or of changes to the number of Units which they hold or in which they have an interest.

A Director or Chief Executive Officer of the Manager is deemed to have an interest in Units in the following circumstances:

- Where the Director or Chief Executive Officer is the beneficial owner of a Unit (whether directly through a direct securities account or sub-account maintained by a Depositor (as defined in Section 130A of the Companies Act) with CDP (“**Securities Account**”) or indirectly through a depository agent or otherwise).
- Where a body corporate is the beneficial owner of a Unit and the Director or Chief Executive Officer is entitled to exercise or control the exercise of not less than 20.0% of the votes attached to the voting shares in the body corporate.
- Where the Director’s or Chief Executive Officer’s (i) spouse or (ii) son, adopted son, step-son, daughter, adopted daughter or step-daughter below the age of 21 years has any interest in a Unit.
- Where the Director or Chief Executive Officer, his (i) spouse or (ii) son, adopted son, stepson, daughter, adopted daughter or step-daughter below the age of 21 years:
 - has entered into a contract to purchase a Unit;
 - has a right to have a Unit transferred to any of them or to their order, whether the right is exercisable presently or in the future and whether on the fulfilment of a condition or not;
 - has the right to acquire a Unit under an option, whether the right is exercisable presently or in the future and whether on the fulfilment of a condition or not; or
 - is entitled (otherwise than by reason of any of them having been appointed a proxy or representative to vote at a meeting of Unitholders) to exercise or control the exercise of a right attached to a Unit, not being a Unit of which any of them is the holder.
- Where the property subject to a trust consists of or includes a Unit and the Director or Chief Executive Officer knows or has reasonable grounds for believing that he has an interest under the trust and the property subject to the trust consists of or includes such Unit.

THE TRUSTEE

The trustee of Lendlease Global REIT is RBC Investor Services Trust Singapore Limited. It is a company incorporated in Singapore on 4 July 1995. As at the date of this Prospectus, the Trustee has a paid-up capital of S\$6,000,000. The Trustee is licensed as a trust company under the Trust Companies Act. It is approved to act as a trustee for authorised collective investment schemes under Section 289(1) of the SFA and is regulated by the MAS. The Trustee's registered office is located at 8 Marina View, #26-01 Asia Square Tower 1, Singapore 018960.

The Trustee acts as the trustee of Lendlease Global REIT and, in such capacity, holds the assets of Lendlease Global REIT on trust for the benefit of Unitholders, safeguards the rights and interests of the Unitholders and exercises all the powers of a trustee and the powers accompanying ownership of the properties in Lendlease Global REIT.

Powers, Duties and Obligations of the Trustee

The Trustee's powers, duties and obligations are set out in the Trust Deed. The powers and duties of the Trustee include:

- acting as trustee of Lendlease Global REIT and, in such capacity, safeguarding the rights and interests of the Unitholders, for example, by satisfying itself that transactions it enters into for and on behalf of Lendlease Global REIT with a Related Party of the Manager, the Trustee or Lendlease Global REIT are conducted on normal commercial terms, are not prejudicial to the interests of Lendlease Global REIT or the Unitholders, and in accordance with all applicable requirements under the Property Funds Appendix and/or the Listing Manual relating to the transaction in question;
- holding the assets of Lendlease Global REIT on trust for the benefit of the Unitholders in accordance with the Trust Deed; and
- exercising all the powers of a trustee and the powers that are incidental to the ownership of the assets of Lendlease Global REIT.

The Trustee has covenanted in the Trust Deed that it will exercise all due care, diligence and vigilance in carrying out its functions and duties, and in safeguarding the rights and interests of Unitholders.

In the exercise of its powers, the Trustee may (on the recommendation of the Manager) and subject to the provisions of the Trust Deed, acquire or dispose of any real or personal property, borrow or encumber any asset.

The Trustee may, subject to the provisions of the Trust Deed, appoint and engage:

- a person or entity to exercise any of its powers or perform its obligations; and
- any real estate agents or managers or service providers or such other persons, including a Related Party of the Manager on an arm's length basis and on normal commercial terms, in relation to the project management, development, leasing, lease management, marketing, property management, purchase or sale of any real estate assets and real estate-related assets.

Subject to the Trust Deed and the Property Funds Appendix, the Manager may direct the Trustee to borrow or raise money or obtain other financial accommodation for the purposes of Lendlease Global REIT, either on a secured or unsecured basis.

The Trustee must carry out its functions and duties and comply with all the obligations imposed on it as set out in the Trust Deed, the Listing Manual, the SFA, the CIS Code (including the Property Funds Appendix), the Take-Over Code, any tax ruling and all other relevant laws. It must retain Lendlease Global REIT's assets, or cause Lendlease Global REIT's assets to be retained, in safe custody and cause Lendlease Global REIT's accounts to be audited. Pursuant to the Trust Deed, it can appoint any custodian, joint-custodian or sub-custodian (including, without limitation, any Related Party of the Trustee) in relation to the whole or any part of Lendlease Global REIT's assets. It can appoint valuers to value the real estate assets and real estate-related assets of Lendlease Global REIT.

The Trustee is not personally liable to a Unitholder in connection with the office of the Trustee except in respect of its own fraud, gross negligence, wilful default, breach of the Trust Deed or breach of trust. Any liability incurred and any indemnity to be given by the Trustee shall be limited to the assets of Lendlease Global REIT over which the Trustee has recourse, provided that the Trustee has acted without fraud, gross negligence, wilful default, breach of the Trust Deed or breach of trust. The Trust Deed contains certain indemnities in favour of the Trustee under which it will be indemnified out of the assets of Lendlease Global REIT for liability arising in connection with certain acts or omissions. These indemnities are subject to any applicable laws.

Retirement and Replacement of the Trustee

The Trustee may retire or be replaced under the following circumstances:

- The Trustee shall not be entitled to retire voluntarily except upon the appointment of a new trustee (such appointment to be made in accordance with the provisions of the Trust Deed).
- The Trustee may be removed by notice in writing to the Trustee by the Manager:
 - if the Trustee goes into liquidation (except a voluntary liquidation for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the Manager) or if a receiver is appointed over any of its assets or if a judicial manager is appointed in respect of the Trustee;
 - if the Trustee ceases to carry on business;
 - if the Trustee is in breach of any material obligation imposed on the Trustee by the Trust Deed, and such breach has not been cured or remedied within 60 days of receipt of written notice of such breach from the Manager, provided that at the end of 60 days, the cure period may be extended for such other period as may be agreed between the Manager and the Trustee;
 - if the Unitholders, by Extraordinary Resolution duly passed at a meeting of Unitholders held in accordance with the provisions of the Trust Deed, and of which not less than 21 days' notice has been given to the Trustee and the Manager, shall so decide; or
 - if the MAS directs that the Trustee be removed.

Trustee's Fee

The Trustee's fee is presently charged on a scaled basis of up to 0.015% per annum of the value of the Deposited Property, excluding out-of-pocket expenses and GST in accordance with the Trust Deed.

The actual fee payable will be determined between the Manager and the Trustee from time to time.

Any increase in the maximum permitted amount or any change in the structure of the Trustee's fee must be approved by an Extraordinary Resolution at a Unitholders' meeting duly convened and held in accordance with the provisions of the Trust Deed.

TERMINATION OF LENDLEASE GLOBAL REIT

Under the provisions of the Trust Deed, the duration of Lendlease Global REIT shall end on the earliest of:

- the date on which Lendlease Global REIT is terminated by the Manager in such circumstances as set out under the provisions of the Trust Deed as described below; or
- the date on which Lendlease Global REIT is terminated by the Trustee in such circumstances as set out under the provisions of the Trust Deed as described below.

The Manager may in its absolute discretion terminate Lendlease Global REIT by giving notice in writing to all Unitholders or, as the case may be, the Depository and the Trustee not less than three months in advance and to the MAS not less than seven days before the termination in any of the following circumstances:

- if any law shall be passed which renders it illegal or in the opinion of the Manager impracticable or inadvisable for Lendlease Global REIT to exist;
- if the NAV of the Deposited Property shall be less than S\$50.0 million after the end of the first anniversary of the date of the Trust Deed or any time thereafter; and
- if at any time Lendlease Global REIT becomes unlisted after it has been listed.

Subject to the SFA and any other applicable law or regulation, Lendlease Global REIT may be terminated by the Trustee by giving notice in writing in any of the following circumstances:

- if the Manager shall go into liquidation (except a voluntary liquidation for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the Trustee) or if a receiver is appointed over any of its assets or if a judicial manager is appointed in respect of the Manager or if any encumbrancer shall take possession of any of its assets or if it shall cease business and the Trustee fails to appoint a successor manager in accordance with the provisions of the Trust Deed;
- if any law shall be passed which renders it illegal or in the opinion of the Trustee impracticable or inadvisable for Lendlease Global REIT to exist; or
- if within the period of three months from the date of the Trustee expressing in writing to the Manager the desire to retire, the Manager shall have failed to appoint a new trustee in accordance with the provisions of the Trust Deed.

The decision of the Trustee in any of the events specified above shall be final and binding upon all the parties concerned but the Trustee shall be under no liability on account of any failure to terminate Lendlease Global REIT pursuant to any of the paragraphs above or otherwise. The Manager shall accept the decision of the Trustee and relieve the Trustee of any liability to it and hold it harmless from any claims whatsoever on its part for damages or for any other relief.

Generally, upon the termination of Lendlease Global REIT, the Trustee shall, subject to any authorisations or directions given to it by the Manager and/or the Unitholders and pursuant to the Trust Deed, sell the Deposited Property and repay any borrowings incurred on behalf of Lendlease Global REIT in accordance with the Trust Deed (together with any interest accrued but remaining unpaid) as well as all other debts and liabilities in respect of Lendlease Global REIT before distributing the balance of the Deposited Property to the Unitholders in accordance with their proportionate interests in Lendlease Global REIT.

THE ITALY AIF AND AIF MANAGEMENT REGULATIONS

Please refer to the sections “Overview of the Acquisition of the Properties – Acquisition Structure of the Milan Property” and “The Manager and Corporate Governance – The Italy AIF Manager” of this Prospectus for further details on the structure and governance of the Italy AIF.

CERTAIN AGREEMENTS RELATING TO LENDLEASE GLOBAL REIT AND THE PROPERTIES

The agreements discussed in this section are complex documents and the following is a summary only. Investors should refer to the agreements themselves to confirm specific information or for a detailed understanding of Lendlease Global REIT. The agreements are available for inspection at the principal place of business of the Manager as at the date of this Prospectus at 2 Tanjong Katong Road, #05-01 Paya Lebar Quarter, Singapore 437161 (prior appointment would be appreciated).

RIGHT OF FIRST REFUSAL AGREEMENT

Each of Lendlease Corporation and Lendlease Trust (through its responsible entity Lendlease Responsible Entity Limited) will grant a ROFR to the Trustee for so long as:

- Lendlease Global REIT is listed on and quoted for on the Main Board of SGX-ST;
- the Manager or any of its related corporations remains the manager of Lendlease Global REIT;
- the Lendlease Group and/or any of its related corporations, alone or in aggregate, remains as a controlling shareholder of the manager of Lendlease Global REIT; and
- the Lendlease Group and/or any of its related corporations, alone or in aggregate, remains as a controlling unitholder of Lendlease Global REIT,

(“**ROFR Period**”).

For the purposes of the ROFR:

- “**control**” means the capacity to dominate decision-making, directly or indirectly, in relation to the financial and operating policies of a company, real estate investment trust or other entity (as the case may be);
- a “**controlling shareholder**” means a person who:
 - holds directly or indirectly 15.0% or more of the nominal amount of all voting shares of a company; or
 - in fact exercises control over a company;
- a “**controlling unitholder**” in relation to a real estate investment trust means:
 - a person who holds directly or indirectly 15.0% or more of the nominal amount of all voting units in the real estate investment trust; or
 - a person who in fact exercises control over the real estate investment trust;
- a “**related corporation**” has the meaning ascribed to it in the Companies Act;
- a “**Relevant Entity**” means the Lendlease Group or any of its existing or future subsidiaries (which shall exclude any subsidiaries listed on any recognised stock exchange) or existing or future private funds managed by the Lendlease Group (“**Lendlease Private Funds**”);

- a “**Relevant Asset**” refers to a stabilised income-producing real estate asset located globally, which is used primarily for office and/or retail purposes. Where such real estate is held by a Relevant Entity through a special purpose subsidiary company, vehicle or entity (a “**SPV**”) established solely to own such real estate, the term “**Relevant Asset**” shall refer to the shares or equity interests, as the case may be, in that SPV. Where such real estate is co-owned by a Relevant Entity as a tenant-in-common, the term “**Relevant Asset**” shall refer to the ownership share of the Relevant Entity in such real estate;
- a “**stabilised income-producing real estate asset**” means an operative real estate asset majority owned by Lendlease Group or any of its subsidiaries (for the avoidance of doubt, “majority ownership” excludes an asset owned as custodian, trustee, or primarily for the benefit of third parties), which meets the following criteria as at the date of the Proposed Offer:
 1. achieved a minimum occupancy of at least 80%;
 2. achieved an average rental rate comparable to the market rental rate for similar assets as determined by the valuer commissioned for the latest valuation of the relevant asset;
 3. (if the asset is being acquired from the Lendlease Group) Lendlease Global REIT being satisfied that there are no material asset enhancement initiatives required within two years of the acquisition of such asset; and
 4. is suitable for acquisition by Lendlease Global REIT taking into account market conditions at the time of the proposed offer; and
- a “**subsidiary**” has the meaning ascribed to it in the Companies Act.

The ROFR shall cover any proposed offer (a “**Proposed Offer**”) by a Relevant Entity to dispose of any interest in any Relevant Asset which is owned by the Relevant Entity (“**Proposed Disposal**”).

The Lendlease Group shall also during the ROFR Period seek the consent of the relevant holding entity(ies), third party(ies), other shareholder(s) or private fund investor(s) (as the case may be) to offer to Lendlease Global REIT in accordance with the ROFR process assets which satisfy sub-paragraphs 1 to 4 above in the case where:

- (i) a Relevant Asset is owned jointly by a Relevant Entity together with one or more third parties and if consent of any of such third parties to offer the Relevant Asset to Lendlease Global REIT is required; or
- (ii) the asset is majority owned by a Lendlease Private Fund,

and where such consent is not given, the ROFR will exclude the disposal of such asset.

For the avoidance of doubt, the proposed grant by any Relevant Entity of a lease (including a long term lease) over any such asset (or any part thereof) for a rent or other service income shall not constitute or be deemed to constitute a proposed disposal for these purposes.

The ROFR shall:

- be subject to any prior or overriding contractual or other legal obligations which the Relevant Entity may have in relation to the subject assets and/or to the third parties that hold interests in the assets;

- exclude the disposal of any interest in the assets by a Relevant Entity to a related corporation of such Relevant Entity pursuant to a reconstruction, amalgamation, restructuring, merger and/or analogous event or transfer of shares of the Relevant Entity between the shareholders as may be provided in any shareholders agreement;
- be subject to the obligations of the Lendlease Group under its Pipeline Code of Conduct – Principles – Allocation of Property Asset Investment Opportunities (Australia); and
- be subject to the applicable laws, regulations and government policies and the Listing Manual.

In the event that:

- (i) the Trustee fails to or does not indicate in writing to the Relevant Entity, its interest in purchasing the asset within 15 days (or such other period as may be mutually agreed by the Trustee and the Relevant Entity) from the date of the Trustee's receipt of the written notice of an offer from the Lendlease Group together with the relevant offer documents and other supporting documentation as required by the terms of the ROFR;
- (ii) the Trustee fails to or does not enter into a binding commitment (in the form of a sale and purchase agreement or a put and call option agreement, whether conditional or unconditional) (the "**Binding Commitment**") for the purchase of the asset within 60 days (or such other period as may be mutually agreed by the Trustee and the Relevant Entity) from the date of the Trustee's receipt of written notice of an offer from the Lendlease Group together with the relevant offer documents and other supporting documentation as required by the terms of the ROFR; or
- (iii) the proposed acquisition of the asset is aborted by the Trustee,

the Trustee shall be deemed to be unable to, or not to have, exercised the ROFR. In the event that the Trustee fails or does not wish to exercise the ROFR, the Relevant Entity shall be entitled to dispose of its interest in the asset to a third party on the terms and conditions no more favourable to the third party than those offered by the Relevant Entity to the Trustee.

However, if the completion of the disposal of the asset by the Relevant Entity to the third party does not occur within 12 months from the date of the written notice of the Proposed Disposal, any proposal to dispose of such asset after the aforesaid 12-month period shall again be subject to the ROFR if applicable.

STATE LEASE FOR THE SINGAPORE PROPERTY

313@somerset is held under a 99-year State lease (commencing from 21 November 2006) granted by the President of the Republic of Singapore as head lessor.

Under the State lease, the owner is, inter alia:

- required to pay all rates, taxes, charges and outgoings imposed upon the land and buildings;
- required to maintain the land and buildings in a good and tenantable condition; and
- prohibited from demolishing or making any alteration or addition to any building on the land or erecting any new building without first obtaining the written consent of the head lessor.

The State lease does not contain any prohibition on a transfer or leasing of 313@somerset by the owner.

SINGAPORE PROPERTY OPTION AGREEMENT

Background and Parties

The Trustee has entered into a put and call option agreement (the “**Singapore Property Option Agreement**”) with the Singapore Property Vendor in respect of the sale and purchase of the leasehold interest in the Singapore Property.

Pursuant to the Singapore Property Option Agreement, the Trustee has been granted the right to accept the Singapore Property Vendor’s offer to sell the Singapore Property (“**Singapore Property Call Option**”) and the Singapore Property Vendor has been granted the right to accept the Trustee’s offer to purchase the Singapore Property (“**Singapore Property Put Option**”, and together with the Singapore Property Call Option, referred to as the “**Singapore Option**”).

The Singapore Option may be exercised on the option exercise date, subject to certain conditions precedent being fulfilled by a specified date.

Key Terms of the Singapore Property Option Agreement

The Singapore Property Option Agreement provides, *inter alia*, for:

- the purchase price of S\$1,003,000,000 (exclusive of goods and services tax) (the “**Singapore Property Consideration**”) for the Singapore Property;
- certain conditions precedent to be fulfilled before the Singapore Option can be exercised:
 - the approval of the shareholders of the Singapore Property Vendor (and any holding companies of the Singapore Property Vendor required to approve the sale and purchase) to the sale of the Singapore Property; and
 - a successful initial public offering of the Units of Lendlease Global REIT;
- a right of rescission or termination by the Trustee if:
 - there is compulsory acquisition of the building or 5.0% or more of the land area of the Singapore Property;
 - any legal requisition reply is unsatisfactory;
 - there is any damage to the Singapore Property such that (1) it is rendered unfit for use or occupation or inaccessible for a continuous period of more than 15 days, (2) it is rendered unsafe or cannot be lawfully used, or (3) there is a reduction of the value of the Property by 5% or more (where such value is agreed to be the Singapore Property Consideration); or
 - the Singapore Property Vendor breaches any warranty which results in a reduction of the value of the Property by 5% or more (where such value is agreed to be the Singapore Property Consideration);
- in respect of arrears in Occupier payments as at the Completion:
 - the Trustee will pay the Singapore Property Vendor at Completion for any outstanding current month’s charges payable by Occupiers who otherwise have no outstanding arrears; and

- there will be no payment for any arrears amounts from any tenant who has arrears of greater than 30 days, but the Trustee will promptly pursue the amount acting reasonably and account for any proceeds to the Singapore Property Vendor (or its nominee) when received;
- certain customary representations and warranties (including representations and warranties on the supply of information, title, and compliance with laws, but excluding representations and warranties on the state and condition of the Property and the plant and equipment, defects at the Property, and environmental liabilities) being made by the Singapore Property Vendor (subject to the limitations set out in the W&I Insurance Policy);
- the Singapore Property Option Agreement shall not take effect until the Trustee has entered into a binding W&I Insurance Policy with a reputable warranty insurer which provides insurance in relation to claims under certain warranties on such terms (including as to price and coverage) and in such form as may be reasonably acceptable to the Trustee and the Singapore Property Vendor (each acting reasonably), with the premium for the W&I Insurance Policy payable by the Singapore Property Vendor;
- the Trustee and the Singapore Property Vendor must use all reasonable endeavours to approve such policy and provide all such information and assistance as may be reasonably required to obtain such insurance as soon as practicable after the date of the Singapore Property Option Agreement and the Singapore Property Option Agreement shall (unless the parties otherwise agree) terminate if a W&I Insurance Policy has not been obtained as set out above by 5.00 p.m. (Singapore time) on the date which is 10 Business Days after the date of execution of the Singapore Property Option Agreement;
- the Trustee will not be entitled to make, will not make, and hereby irrevocably waives any right it may have to make, any claim, demand, legal proceedings or cause of action against any Singapore Property Vendor and any of its holding companies arising out of a breach of any warranty (save in the case of fraud), irrespective of whether or not the W&I Insurance Policy responds to such claim, demand, legal proceedings or cause of action and regardless of the extent to which it is able to recover the amount of such a claim, demand, legal proceedings or cause of action from the insurer;
- certain limitations on the liability of the Singapore Property Vendor in respect of any claim in respect of the Singapore Property Option Agreement (and which are not intended to limit the liability of the insurer under the W&I Insurance Policy), such as:
 - in respect of any claim in respect of the Singapore Property Option Agreement against the Singapore Property Vendor, a 6-month period from completion of the acquisition for the Trustee to bring claims against the Singapore Property Vendor and a 6-month period from completion of the acquisition for the Trustee to commence proceedings against the Singapore Property Vendor in relation to such claims;
 - a minimum claim amount of S\$250,000;
 - the maximum aggregate liability of the Singapore Property Vendor in respect of any claim not exceeding 10% of the Singapore Property Consideration and the maximum aggregate liability of the Singapore Property Vendor in respect of all claims not exceeding 30% of the Singapore Property Consideration; and
 - no liability shall attach to the Singapore Property Vendor in respect of any claim:
 - a. which would not have arisen but for some act, omission, transaction or arrangement carried out with the written approval of the Trustee prior to Completion;

- b. in respect of any act, omission or transaction of the Singapore Property Vendor on or before Completion that was done or made with the knowledge of the Trustee and the Trustee did not object to such act, omission or transaction;
 - c. in respect of the passing of, or any change in, after Completion, any law, rule, regulation or administrative practice of any government, governmental department, agency or regulatory body including (without prejudice to the generality of the foregoing) any increase in the rates of taxation or any imposition of taxation or any withdrawal of relief from taxation not actually (or prospectively) in effect at Completion;
 - d. in respect of any change after Completion of any generally accepted interpretation or application of any legislation; or
 - e. in respect of any change in accounting or taxation policy, bases or practice of the Trustee introduced or having effect after Completion; and
- the Singapore Property to be sold subject to and with the benefit of all existing tenancies and licence agreements, and building maintenance contracts and from Completion, the Singapore Property Vendor will assign its rights, benefits and covenants under the existing tenancies and licence agreements, and building maintenance contracts to the Trustee.

As at the date of this Prospectus, the Trustee has in effect a W&I Insurance Policy pursuant to which:

- the insured warranties (which include property tax warranties) are insured up to the amount of S\$100,000,000;
- for any claim for breach of the insured warranties under the Singapore Property Option Agreement, the Trustee has:
 - a claim period of up to 7 years from the completion of the acquisition to bring a claim in respect of title and property tax warranties; and
 - a claim period of up to 3 years from the completion of the acquisition to bring a claim in respect of the warranties (other than the title and property tax warranties); and
- a minimum claim amount of S\$200,600.

The Singapore Property Vendor has agreed to reimburse the Trustee in respect of Incentive Amounts (defined below) in relation to each of the following periods (the “**Singapore Property Tenant Incentive Reimbursement**”):

- (i) from and including 1 July 2019 up to and including 30 June 2020 (“**FY2020**”);
- (ii) from and including 1 July 2020 up to and including 30 June 2021 (“**FY2021**”); and
- (iii) from and including 1 July 2021 up to and including 30 June 2022 (“**FY2022**”)¹.

¹ The Singapore Property Vendor and the Manager have agreed for the Singapore Property Tenant Incentive Reimbursement to be over a three-year period after taking into account the overall tenure of the leases at the Singapore Property. The quantum is a commercially negotiated outcome, after taking into account the Singapore Property Vendor’s view of the incentives (both committed and uncommitted) needed to provide flexibility to the asset management team to strategically remix the tenancy profile to enhance the longer term operating performance of the Singapore Property.

“Incentive Amounts” means an amount of up to S\$3,000,000 for any incentive or inducement payable or provided to a tenant, licensee or occupier of the Singapore Property in relation to a lease or tenancy under the relevant tenancy agreement, licence agreement, occupation agreement, letter of offer or incentive deed including any (i) fit out allowance, (ii) contribution to costs, (iii) reduction in rent, outgoings or other moneys that would otherwise be payable under that tenancy, licence, occupation agreement, letter of offer or incentive deed or (iv) rent-free period, to the extent that these amounts relate to a period on or after completion and have been approved in the applicable annual business plan for the Singapore Property.

The Singapore Property Vendor shall provide the Trustee on or before Completion with information relating to the Incentive Amounts. Notwithstanding the above, the Singapore Property Vendor is agreeable to the Incentive Amounts in relation to FY2020, FY2021 and FY2022 to be set off against and deducted from the Singapore Property Consideration. The Singapore Property Vendor and the Trustee acknowledge that the Incentive Amounts are intended to reimburse the Trustee for rental income which the Trustee would have otherwise derived if not for the Incentive Amounts.

Completion of the sale and purchase of the Property shall take place on the Listing Date, after the Singapore Option is exercised.

MILAN PROPERTY CALL OPTION AGREEMENT

Background

In connection with the acquisition of the Milan Property by Lendlease Global REIT, Lendlease MSG South S.r.l. (formerly Lendlease Italy S.r.l.) (**“LL MSG South”**) and the Milan Property Vendor, Sviluppo Comparto 3 S.r.l., entered into a call option agreement dated 18 April 2019, as subsequently amended by the deeds respectively executed on 26 April 2019, 15 May 2019, 30 June 2019 and 31 July 2019 (as amended, the **“Milan Property Call Option Agreement”**) under which the Milan Property Vendor granted LL MSG South or its nominee (being an AIF, the units of which are to be held, directly or indirectly by Lendlease Global REIT) a call option to acquire the Milan Property (the **“Milan Property Call Option”**).

On 30 June 2019, LL MSG South exercised the Milan Property Call Option.

Key Terms of the Milan Property Call Option Agreement

The following sets out a summary of the key terms of the Milan Property Call Option Agreement.

Parties	<ul style="list-style-type: none"> • LL MSG South or its nominee (being the Italy AIF, the units of which are to be held, directly or indirectly by Lendlease Global REIT). Upon the nomination of the Italy AIF as the nominee of LL MSG South, all rights and obligations on LL MSG South provided for under the Milan Property Call Option Agreement shall be transferred to, and undertaken by, the Italy AIF pursuant to Article 1407 of the Italian Civil Code. • Sviluppo Comparto 3 S.r.l
Property	Sky Complex
Purchase Consideration/ Exercise Price of the Call Option	€262,500,000 (net of any applicable VAT and taxes), subject to further adjustments taking into account the rent received and taxes paid by the Milan Property Vendor at the time of the transfer of the Milan Property on the closing date (i.e. the Listing Date) under the Milan Property Call Option Agreement (being no later than 3 October 2019)

Conditions to the Milan Property Call Option Agreement

The Milan Property Call Option Agreement was conditional on:

- (as a condition precedent) the entry into within five business days after the execution date of the Milan Property Call Option Agreement (i.e. 18 April 2019) by and between the Milan Property Vendor and the tenant of the Milan Property (i.e., Sky Italia S.r.l. – “Sky Italia”) of an amendment letter of the lease agreement pursuant to which *inter alia*: (i) the contractual pre-emption right **shall not apply** in the event the Milan Property Vendor transfers for a consideration (*a titolo oneroso*) the Milan Property, by 31 July 2019, to a third party leading international real estate operator (or to an alternative investment fund existing under the Laws of Italy related to the latter), for a consideration not lower than €257,999,000.00 (without prejudice to its application in the event onward transfers occur); (ii) Sky Italia expressly authorises the transfer of the Milan Property to LL MSG South or its nominee (being an AIF, the units of which are to be held, directly or indirectly by Lendlease Global REIT) as set forth in the Milan Property Call Option Agreement also acknowledging Lendlease as “leading international real estate operator”; (iii) Sky Italia states that the pre-emption right set forth under section 38 of the Tenancy Law (Italy) **shall not apply** to the acquisition of the Milan Property by LL MSG South or the nominee (being an AIF, the units of which are to be held, directly or indirectly by Lendlease Global REIT) pursuant to the Milan Property Call Option Agreement; and (iv) Sky Italia acknowledging that, as a result of the transfer of the Milan Property to LL MSG South or the nominee pursuant to the Milan Property Call Option Agreement, the Lease Agreement shall be transferred to LL MSG South or to the nominee (as lessor). In fulfilment of this condition precedent, the Milan Property Vendor and Sky Italia entered into the aforesaid amendment letter on 19 April 2019 for Sky Italia to waive its contractual pre-emption right pending a transfer of the Milan Property to LL MSG South (or its nominee) by 31 July 2019, with a further amendment agreement made between Sky Italia and the Milan Property Vendor on 28 June 2019 for Sky Italia to extend its waiver of its contractual pre-emption right from 31 July 2019 to 31 October 2019. Accordingly, the acquisition of the Milan Property by LL MSG South or the nominee under the Milan Property Call Option Agreement would not be subject to a pre-emption right.

	<ul style="list-style-type: none"> • (as a condition subsequent) the execution by each of Milan Property Vendor’s financing banks – by 30 April 2019 – of a written statement by which they confirm, <i>inter alia</i>, (i) that pursuant to the provisions of the finance documents relating to the Milan Property as specified under the Milan Property Call Option Agreement: (a) LL MSG South and the nominee are satisfactory to each of the financing banks for the purposes of being the purchaser of the Milan Property; (b) the disposal of the Milan Property to LL MSG South or the nominee is permitted and consented; (ii) the financing banks providing an undertaking to execute a payoff letter, the deeds of release, the joint mandate agreement, the mandate of the financing banks and the <i>convenzione interna</i> as provided under the Milan Property Call Option Agreement. On 3 May 2019, the Milan Property Vendor notified LL MSG South that each of the Milan Property Vendor’s financing banks had executed the aforementioned written statement by 30 April 2019. • (as a condition subsequent) the execution by Milan Property Vendor and Sky Italia – by 31 July 2019 (or a later date to be mutually agreed by and between LL MSG South and the Milan Property Vendor) – of a written agreement (the “Sky Undertaking”) under which, <i>inter alia</i>, Sky Italia (i) acknowledges that a valid building title has been submitted in order to commence certain works affecting the Milan Property – different from the ordinary maintenance works – which may entail cadastral adjustments¹ (the “J-A Fit Out Works”); (ii) undertakes to act in a manner so that the J-A Fit Out Works do not prevent the transfer of the Milan Property on the closing date; (iii) undertakes not to perform other works that, if carried out, would entail cadastral adjustments with respect to the existing status of the Milan Property. On 31 July 2019, the Milan Property Vendor notified LL MSG South that the Sky Undertaking was executed. <p>The Milan Property Call Option Agreement is conditional on (and remains conditional on):</p> <ul style="list-style-type: none"> • the non-receipt – by 12.01 a.m. (CET) on the day before the Listing Date – by the Milan Property Vendor and LL MSG South (or the nominee, if appointed) of a written notice stating that the Milan Property Listing Condition Precedent (as defined herein) cannot be met (the “Listing Abort Notice”), to be served on parties via e-mail from the Trustee.
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1 The J-A Fit Out Works relate to improvement works conducted by Sky Italia on, *inter alia*, the staff canteen. Sky Italia would be responsible for the cost of such works.

<p>Listing Condition Precedent to the transfer of the Milan Property under the Milan Property Call Option Agreement</p>	<p>Following the exercise of the Call Option by LL MSG South or its nominee, the transfer of the Milan Property in favour of LL MSG South or the nominee is conditional to the occurrence (unless waived) of the completion of the Offering on the SGX-ST by Lendlease Global REIT by no later than 10:30 a.m. Singapore time of the closing date (i.e. the Listing Date) specified under the Milan Property Call Option Agreement (the “Milan Property Final Term B”) (the “Milan Property Listing Condition Precedent”).</p> <p>Unless waived by LL MSG South or its nominee within and no later than the Milan Property Final Term B, the Milan Property Listing Condition Precedent shall be deemed occurred exclusively by means of receipt, within and no later than the Milan Property Final Term B, by the Italian Vendor, the LL MSG South or its nominee, Milan Property Vendor’s financing banks and escrow agent of a written notice, attesting the occurrence of the Milan Property Listing Condition Precedent, to be served on them via e-mail by the Trustee. Such notice shall bear attached the applicable securities exchange counter code attributed to Lendlease Global REIT.</p> <p>By 2 October 2019, the deed of transfer conditional upon the satisfaction of the Milan Property Listing Condition Precedent shall be executed in accordance with the provisions set forth under the Milan Property Call Option Agreement.</p>
<p>Undertakings</p>	<p>The Milan Property Vendor has provided the following undertakings pending the exercise of the Call Option under the Milan Property Call Option Agreement by LL MSG South (or its nominee):</p> <p><u>Category A Undertakings</u></p> <p>Not to, without the written permission of LL MSG South (or its nominee):</p> <ul style="list-style-type: none"> • create any encumbrances over the Milan Property other than the permitted encumbrances specified in the Milan Property Call Option Agreement; • sell, transfer or agree to sell or transfer the Milan Property to any person other than the LL MSG South (or its nominee); • amend the lease agreement in respect of the Milan Property by reducing the amount of the rent and other monies due by Sky Italia under the relevant lease agreement or duration thereof; • terminate, or withdraw from or accept a surrender of the lease agreement in respect of the Milan Property; • amend the finance documents relating to the Milan Property as specified under the Milan Property Call Option Agreement other than such amendments which are required to consummate the transactions contemplated under the Milan Property Call Option Agreement; or

- consent to (or allow) any assignment or transfer of rights and benefits and/or obligations of any of the Milan Property Vendor's financing banks under the finance documents relating to the Milan Property as specified under the Milan Property Call Option Agreement other than such assignments or transfers of rights and benefits which are required to consummate the transactions contemplated under the Milan Property Call Option Agreement.

Category B Undertakings

To:

- promptly inform LL MSG South (or its nominee) of any fact, event or circumstance which may have any adverse significant effect on the transfer of the title of the Milan Property in favour of the LL MSG South (or its nominee);
- manage the Milan Property in accordance with the principles of good estate management and, in any case, in accordance with the lease agreement in respect of the Milan Property;
- notify LL MSG South (or its nominee) in writing of any material notice, application, registration or other material communication which the Milan Property Vendor may give to, or receive from, or on behalf of, Sky Italia;
- notify LL MSG South (or its nominee) in writing of any material adverse change occurred in respect of the Milan Property which may adversely affect the rights of LL MSG South (or its nominee) under the Milan Property Call Option Agreement;
- provide prompt written notice to LL MSG South (or its nominee) in relation to the following: (i) granting any lease, tenancy or occupational licence of the Milan Property; (ii) granting any consent or licence under the lease agreement in respect of the Milan Property; (iii) waiving any material breach of covenant by Sky Italia or releasing Sky Italia from the performance of any of its material obligations under the lease agreement in respect of the Milan Property; (iv) withdrawing any rent deposit or other monetary security held by, or on behalf of, Milan Property Vendor in accordance with the lease agreement in respect of the Milan Property; (v) initiating any proceedings against or taking any steps to bankrupt Sky Italia; (vi) amending in writing any of the terms and conditions of the lease agreement in respect of the Milan Property; (vii) entering into any agreement to do any of the above.

Further to the Category A and Category B Undertakings, the Milan Property Vendor shall keep the Milan Property insured in accordance with its obligations as landlord under the lease agreement in respect of the Milan Property, and to cancel such insurance on the closing date (i.e. the Listing Date) as set forth under the Milan Property Call Option Agreement.

<p>Termination</p>	<p>The Milan Property Call Option Agreement shall terminate upon occurrence of the earlier of:</p> <ul style="list-style-type: none"> • exercise of the Call Option right granted to LL MSG South for the purchase of 100% of Sviluppo Comparto 3 S.r.l.'s corporate capital under the Call Option agreement entered into by and between LL MSG South and Milano Santa Giulia S.p.A.; • the non-exercise of the call option under the Milan Property Call Option Agreement by 30 June 2019; • lack of satisfaction of the Milan Property Listing Condition Precedent within the Milan Property Final Term B, unless waived; • the exercise by LL MSG South (or its nominee) of its right to terminate the Milan Property Call Option Agreement upon the occurrence of a breach of one of the Category A Undertakings; • the exercise by LL MSG South (or its nominee) of its right of withdrawal from the Milan Property Call Option Agreement if (i) the Milan Property is destroyed or a material part of the Milan Property is destroyed affecting at least two-thirds of the Milan Property; or (ii) the amnesty proceedings undertaken to regularise certain minor works are not completed by 20 May 2019 and/or (iii) the commencement and/or performance by or on behalf of Sky Italia of any structural works (<i>lavori strutturali</i>) on the Milan Property; and • the receipt by the Milan Property Vendor and LL MSG South (or the nominee) of a Listing Abort Notice issued by the Trustee.
<p>Governing Law and Submission to Arbitration</p>	<p>The Milan Property Call Option Agreement is governed by, and construed in accordance with, the laws of the Republic of Italy.</p> <p>All disputes arising out of, or in connection with, the Milan Property Call Option Agreement shall be finally settled under the Rules of the Milan Chamber of Arbitration (<i>Camera Arbitrale di Milano</i>) by three arbitrators appointed in accordance with such rules. The arbitration shall be ritual (<i>rituale</i>) and the arbitrators shall decide on the grounds of law (<i>secondo diritto</i>). The place of arbitration shall be Milan (Italy). The language to be used in the arbitral proceedings shall be Italian. The arbitral award shall be final and binding between the Milan Property Vendor and LL MSG South (or its nominee) and, to this effect and to the extent permitted under the applicable relevant laws, the Milan Property Vendor and LL MSG South (or its nominee) waive any right to appeal, or otherwise challenge, the arbitral award.</p> <p>All disputes, controversies or claims arising out of or in connection with the Milan Property Call Option Agreement which, due to their particular nature, may not be subject of an arbitration, shall be submitted by the Milan Property Vendor and LL MSG South (or its nominee) to the exclusive jurisdiction of the Courts of Milan.</p>

Investment Framework Agreement

On 2 July 2019, the Trustee (in its capacity as trustee of Lendlease Global REIT), Lendlease Asia Holdings Pte. Ltd (“**Lendlease Asia Holdings**”), IT SingCo and the Third Party AIFM entered into an investment framework agreement (the “**Investment Framework Agreement**”) in order to, *inter alia*, set out the terms and condition of the investment of the Italy AIF and to agree on the following:

- the provisions of the AIF Management Regulations;
- the provisions of the Business Plan of the AIF;
- the subscription of the units of the Italy AIF by Lendlease Asia Holdings;
- the transfer of all the units of the Italy AIF from Lendlease Asia Holdings to IT SingCo;
- the mechanics of the acquisition of the Milan Property by the Italy AIF, including the drawdown by the Third Party AIFM of the commitments subscribed by Lendlease Asia Holdings, the exercise of the call option by the Third Party AIFM on behalf of the Italy AIF and the closing pursuant to the Milan Property Call Option Agreement;
- the obligation of the Third Party AIFM to provide to Lendlease Global REIT reporting additional to that provided under the AIF Management Regulations;
- the obligation of the Third Party AIFM to cooperate in the replacement with the Lendlease AIFM; and
- certain indemnities to the Third Party AIFM for damages and losses as a consequence of the untruthfulness, inaccuracy or incorrectness of any of the representations and warranties, the non-timely fulfilment of the obligation to pay the drawdown by Lendlease Asia Holdings, as a consequence of the abovementioned exercise by the Third Party AIFM of the Milan Property Call Option Agreement and a waiver for any claim and/or indemnification request towards the Third Party AIFM with regard to the activities that will be duly and timely carried out in compliance with the terms and conditions provided in the Milan Property Call Option Agreement.

On 2 September 2019 the parties have entered into a deed of amendment to the investment framework agreement in order to incorporate the amendment to the Italy Unit Sale and Purchase Agreement and to the Milan Property Call Option Agreement.

Italy Unit Sale and Purchase Agreement

On 12 July 2019, Lendlease Asia Holdings subscribed for 5,704 units of the AIF for an overall amount of €285,200,000, in order for the Third Party AIFM to apply the subscription proceeds towards acquisition of the Milan Property pursuant to the Milan Property Call Option Agreement¹.

On 16 July 2019, Lendlease Asia Holdings, as seller, and IT SingCo, as purchaser, entered into a unit sale and purchase agreement (the “**Italy Unit Sale and Purchase Agreement**”) for all the units of the Italy AIF to be sold to IT SingCo at the price of €50,000 per unit in the Italy AIF, being the nominal value of each unit (which was the same price that Lendlease Asia Holdings subscribed for.) The Italy Unit Sale and Purchase Agreement has been subsequently amended on 2 September 2019.

¹ The subscription amount of €285.2 million takes into account the purchase consideration for the Milan Property of €262.5 million plus additional amounts to satisfy payment of VAT, other taxes, fees and expenses at the AIF level.

The transfer of the units of the Italy AIF from Lendlease Asia Holdings to IT SingCo will be effective concurrently with the payment of the second draw down (as defined in the Investment Framework Agreement) of the amount subscribed by Lendlease Asia Holdings.

MILAN PROPERTY MANAGEMENT AGREEMENT

Please refer to “The Manager and Corporate Governance – The Milan Property Manager” for further details of the terms of the property management agreement for the Milan Property.

OVERVIEW OF RELEVANT LAWS AND REGULATIONS

OVERVIEW OF RELEVANT LAWS AND REGULATIONS IN ITALY

OWNERSHIP AND OTHER PROPERTY RIGHTS – OCCUPANCY

The Royal Decree no. 262/1942 of Italy (the “**Italian Civil Code**”) provides a broad range of property rights on a real estate property, including:

- (i) full ownership (*piena proprietà*): which grants the right to fully and exclusively enjoy and dispose of property;
- (ii) right to build (*diritto di superficie*): which grants to a third party the right to build and maintain a building over or underneath the land of the landowner. The third party, under the right to build (*diritto di superficie*), becomes the owner of the building. In the event the right to build (*diritto di superficie*) is for a specific period, upon the expiry of such period, the landowner becomes the legal owner of the building;
- (iii) emphyteusis (*enfiteusi*): which grants the lessee with the same rights that the owner would have. Under the emphyteusis (*enfiteusi*), the lessee shall (a) improve the land and (b) pay the grantor a periodic rent (in money or in kind). The lessee may purchase full ownership of the land by paying the grantor an amount equal to the net present value of future rents. Emphyteusis (*enfiteusi*) can be either be perpetual or temporary – in the latter case, it cannot last less than 20 years;
- (iv) beneficial interest (*diritto di usufrutto*): which grants the beneficiary with the right to enjoy the property, provided that he maintains its economic use (“*destinazione economica*”). This right cannot last more than (a) the lifetime of the beneficiary, if granted to an individual; or (b) 30 years, if the beneficiary is a legal entity;
- (v) right of use (*diritto d’uso*): entitles the holder to the use of a property and to the fruits therefrom, but only for his personal family needs¹;
- (vi) right of habitation (*diritto d’abitazione*): entitles its holder to live in residential property, but only for his personal and family needs²;
- (vii) easement (*servitù*): an easement is a burden over a property in favour of another property belonging to a different owner or to a third party.

CO-OWNERSHIP AND CONDOMINIUM

Co-ownership is the concurrent right of several persons over the same real estate property. In this respect, each owner (i) is entitled to the use and enjoyment of common property without appropriation of any kind, and (ii) may freely dispose of its proportional entitlement, but can neither unilaterally dispose the undivided asset, nor manage it alone. Each owner has a right to request division of the property.

A condominium of a real estate property is a special form of co-ownership. It is usually explained as co-ownership of common areas such as the ground, the foundations, the roof, the stairs and the courtyard of a building. In particular, the regime applying to condominiums is: (i) the indivisibility of the common parts; (ii) the need to nominate an administrator, and (iii) the drawing-up of condominium rules, which fixes the terms on which the owners live alongside one

1 Right of use is personal and it cannot be sold and/or rented out.

2 Right of habitation is personal and it cannot be sold and/or rented out.

another and share common areas. The right of co-ownership on the common areas is determined on the basis of the quota of the respective interests of the co-owner with regard to the value of the relevant real estate property. The rights of co-ownership in a condominium are set out in “*millesimi*”, which expresses the participation interest calculated on the basis of 1/1,000 and are listed in a “millesimal chart”. The millesimal quota represents the value of the voting rights of each member of the condominium. The co-owners are also able to adopt condominium regulations, and is mandatory where there are more than ten co-owners in a condominium. The condominium regulations provide for rules concerning the use of the common areas and the common plants, as well as the allocation of the costs and expenses due for the management of the condominium.

ENCUMBRANCES

A mortgage is a right *in rem* over the property belonging to the debtor, or over the property of a third party. The creditor has the right of being preferred over other creditors in respect of the mortgaged property.

A mortgage over land or building must be recorded into the Land Register (*Conservatoria dei Registri Immobiliari*).

A mortgage confers on the creditor a right to the mortgaged property sufficient to satisfy the debt and the right to trace the property in cases whether the property is transferred to third parties. A mortgage can be created by a unilateral deed or by contract in public form and with an authenticated signature. As mortgages involve immovable property, a particular procedure is required to enter a mortgage on the register, to redeem it, and to extinguish it. The recording at the land registry (*Conservatoria dei Registri Immobiliari*) remains valid for 20 years and can be renewed. As soon as a debtor takes out more than one mortgage on his property, they are prioritised in order of creation. The debt is satisfied by the expropriation of the property.

REGISTRATION

Although it is not a requirement for validity, deeds of transfer are usually filed with the Land Register (*Conservatoria dei Registri Immobiliari*) held by each Municipality to avoid conflict with future buyers and third parties. The information relating to the property, sales and purchases, mortgages, easements, all the *in rem* rights and any pending disputes are included in the Land Register.

An *in rem* right, including the right of full ownership, is not effective against the person who effected a filing (*trascrizione*) on the property if it is registered after the filing of that person’s right, even if the relevant right was acquired earlier.

Preliminary agreements (*contratti preliminari*) can be registered to protect the purchaser against any subsequent filing of third parties’ rights or a second sale of the same asset from the date of the preliminary agreement. The filing of a preliminary agreement does not have the same effect as a notarial deed of transfer, but gives retrospective effect to the notarial deed of transfer as from the date of filing of the preliminary agreement, e.g. the so-called “booking effect” (*effetto prenotativo*).

A real estate property is also registered in the Cadastre Register – held by the Municipality in which the property is located – that consists of the Land Cadastre (*catasto terreni*), in which the land is recorded, and the Building Cadastre (*catasto fabbricati*) in which buildings are recorded.

Following the registration of a property, a ‘cadastral income (*rendita catastale*), which forms the basis for calculating the municipal property tax, is attributed to it.

A deed of transfer of a property must be entered into in writing and authenticated by a public notary in order to be filed (*trascritto*) with the Land Register (*Conservatoria dei Registri Immobiliari*).

CADASTRAL COMPLIANCE

For the purposes of the transfer of a real estate property, Section 29 paragraph 1-bis of Law no. 52/1985 provides that the structure of the real estate property must be in compliance with the one resulting from the official cadastral maps and the cadastral register's outcomes.

EXPROPRIATION PROCEDURES

Expropriation is a procedure used by public bodies (and, in certain cases, by authorised private parties) in the case of both public works and private works which have been declared of public utility. Expropriation can involve the acquisition by a public entity of the relevant full ownership or the constitution of minor rights such as easements of public use.

The expropriation procedure is subdivided in (a) an initial phase when the design of the public works is included the local general town plan and a restriction aimed at the expropriation is imposed on the property; (b) a phase aimed at the declaration of public utility to be issued within five years from the approval of the expropriation restriction; or (c) the issuance of the expropriation decree which is the final act of the procedure aimed at transferring the property to the public authority. In this final decree, compensation for the transfer of the property based on its market value is given. An essential requirement for the validity of this procedure is that the affected landowner is duly informed about the beginning of each phase of the expropriation procedure.

ENVIRONMENTAL LIABILITY

The Legislative Decree no. 152 of 3 April 2006, as amended and supplemented (the Environmental Code), provides, inter alia, the rules applicable (a) to waste management, including the prohibition of waste dumping or interring and (b) to the restoration of contaminated sites and compensation of environmental damage and is generally based on the "polluter pays" principle.

In this respect, where a party causes contamination of a site by dumping or interring waste or releasing hazardous substances must restore the site in compliance with the applicable laws and regulations. Although a vendor of a property is not required to investigate the environmental condition of the property, and so may have no knowledge of the actual contamination, the contaminated property could be deemed by the purchaser to be "defective" or lacking the expected qualities. This could in principle allow the purchaser to claim the termination of the contract for cause or a price reduction, and, depending on the circumstances, a compensation of damages from the vendor. In this respect, to avoid any risk, it is highly recommended to appoint a technical advisor in order to carry out proper due diligence.

LEASE AGREEMENTS

Non-residential lease agreements

The Tenancy Law (Italy), which applies to non-residential leases, sets out certain mandatory provisions in favour of the lessee. Notwithstanding the above, the parties to a non-residential lease agreement executed after 11 November 2014 with an annual rent higher than €250,000 are free to agree on terms and conditions that deviate from the mandatory provisions of Law no. 392/78. Provisions that frequently deviate from the mandatory ones are those regarding duration, tacit renewal, sublease, assignment and indemnification for loss of goodwill.

MAIN TERMS AND CONDITIONS IN PROPERTY LEASE AGREEMENTS

Duration/renewal/rolling leases

A minimum term of six years applies for non-residential leases and nine years for hotel leases. Parties are free to agree longer leases, subject to Section 1573 of the Italian Civil Code which provides that a lease shall not exceed the maximum duration of 30 years. Upon expiration of the first term of six or nine years, a lease will be automatically renewed on the same terms and conditions for another term unless either party gives notice not to renew at least 12 months (or 18 months in the case of hotels) in advance. Upon expiry of the first term, the landlord can however only refuse to renew the agreement in very limited circumstances, while at the end of the second term there are no restrictions on the landlord's right to refuse a renewal.

Termination

Unless otherwise expressly agreed by the parties, the lessee has the right to terminate the lease before its expiry where there are "serious reasons" (*gravi motivi*), by giving the landlord six-months prior written notice. "Serious reasons" have been defined by the Italian Supreme Court¹ as any event that makes the continuation of the lease excessively burdensome for the lessee. Such events must be objective (i.e. not depending on the lessee's will), unpredictable, unexpected and subsequent to the execution of the agreement. The landlord is not entitled to terminate the lease agreement before the expiry of the term. Lease agreements may also provide for other contractual rights of termination for the lessee and set the relevant notice period.

Rent and rent adjustment

The parties to lease agreements are free to determine the amount of rent. Pursuant to the Tenancy Law (Italy), rents may be adjusted annually by a maximum of 75% on the basis of the variation certified by ISTAT of the retail prices index for white collar and blue collar families. The rent may be increased by 100% where the duration of the lease is longer than the minimum term provided for by law.

Service charges

Usually, expenses for any common services provided by the landlord are paid by the lessee on the basis of the millesimal rate (*tabelle millesimali*). The costs of the utilities are usually borne by the lessee on the basis of its specific usage and requirements.

Maintenance, repair and renovation at end of lease

Unless otherwise provided in the lease, the lessee is responsible for minor repairs while the landlord is responsible for ordinary and extraordinary maintenance. In any case, the costs of extraordinary maintenance of the structural parts of the property are borne by the landlord.

The lessee has the right to be compensated for any improvements made during the lease and not removed upon the expiration of the lease agreement. The landlord has the right to require the lessee to remove any additions and improvements at its own cost at the end of the lease.

1 Based on the above, the Italian Supreme Court ruled that "serious reasons" occur – for instance – in case of economic circumstances, occurred after the execution of the lease and objectively unpredictable, affecting (favourably or negatively) lessee's business, forcing the lessee to change (increasing or reducing, respectively) its corporate structure, in a manner that makes burdensome the fulfilment of its obligations. On the contrary, serious reasons cannot depend on lessee's policies or decisions.

Subleasing and assignment

Under the Italian Civil Code, unless otherwise provided by the parties, the lessee is entitled to (i) assign the lease agreement with the previous consent of the landlord, (ii) sublet the premises without the previous consent of the landlord.

Further, under Section 36 of the Tenancy Law (Italy), the lessee is entitled – regardless of the landlord’s consent – to (i) assign the lease agreement in the context of a transfer of a going concern (*trasferimento di azienda*); and (ii) sublet the premises in the context of the leasing of a business (*affittodi azienda*).

According to Sections 1599 and 1602 of the Italian Civil Code, upon the transfer of the title of a property which is leased to a third party under a lease agreement, the purchaser is vested with the rights and obligations arising from the lease agreement.

Goodwill indemnity

If the activity carried out by the lessee at the leased property involves contact with the public, users and consumers, upon termination of the lease the lessee is entitled to be paid an amount equal to 18 times the last monthly rent paid (21 times in the case of a hotel), as a “goodwill indemnity”. In the event the premises are leased within a year to a lessee carrying out the same or similar activities, a further indemnity of the same amount is payable to the former lessee. Exceptions are made under certain cases such as, exercise by the lessee of a termination right, of the non-renewal right, or termination due to a lessee’s breach of the lease agreement.

Pre-emption right over the purchase of the property

If the activity carried out by the lessee at the leased property involves contact with the public, users and consumers, the lessee has a pre-emption right over the purchase of the property in the event the landlord intends to sell the real estate property during the term of the lease.

Pre-emption right over a new lease agreement

If the activity carried out by the lessee at the leased property involves contact with the public, users and consumers, the lessee has a pre-emption right over a new lease of the property following the expiration of the existing lease agreement.

FOREIGNERS

Foreigners, i.e. non-European Union (“EU”) nationals or companies having their registered office outside the EU may acquire properties in Italy only under condition of reciprocity (i.e. only if the purchaser’s national laws allow Italian citizens to purchase properties in such country). In general, there are no restrictions on the purchase of real estate assets by foreign investors. However, there may be restrictions to the purchase by a foreigner of shareholdings in an Italian corporate vehicle, imposed by the Foreign Ministry of Italy (*Ministero degli Affari Esteri*) on a case by case basis taking into account the nationality of the purchaser and cases where there are no reciprocity agreements and/or specific international treaties thereabout between Italy and the country of the purchaser. However, the involvement of the Foreign Ministry (*Ministero degli Affari Esteri*) is not required when such purchase is made by an EU national or company having its registered office in EU.

JURISDICTION

There are no specific real estate courts in Italy. Lawsuits involving rights over or related to real estate properties, such as ownership, demarcation and neighbour disputes, must be filed before the court of the place where the property is located.

The AIF Structure

The management of AIFs in Italy is regulated by the Consolidated Financial Act (Italy) and by a number of implementing regulations issued by the Italian competent authorities and falls within the scope of the scope of the Directive 2011/61/EU on AIFMD as supplemented by the Delegated Regulation (EU) 231/2013 ("**Regulation 231/2013**").

Pursuant to the Consolidated Financial Act (Italy), the management of AIFs (including real estate AIFs) is a reserved activity to be undertaken by an SGR. Further, the management of an AIF is also regulated by the AIFMD and an SGR managing an AIF would also be regulated as an AIF Manager under the AIFMD.

AIF Managers are licensed, supervised and regulated by the Bank of Italy and the Commissione Nazionale per le Società e la Borsa (the Italian supervisory authority for the Italian financial markets). AIF Managers are required to comply *inter alia* with capital requirements, organisational requirements and conduct rules vis-à-vis the investors of an AIF. AIF Managers are required to manage an AIF in the interest of the investors of the AIF on the basis of the investment policy of the AIF. While an AIF Manager is required to manage the AIF independently of the investors of the AIF, an AIF Manager remains responsible vis-à-vis the investors for managing the AIF.

As a collective investment vehicle, an AIF is required to comply with the requirements set out under the AIFMD. An AIF may take the form of a contractual arrangement without a separate legal personality, in which case the AIF would constitute a separate pool of assets managed by the AIF Manager in accordance with AIF regulations. In particular, as stipulated in Ministerial Decree no. 30/2015 of Italy, a real estate AIF is subject to minimum capital requirements and must take the form of a closed-end fund with investors being subject to restrictions on the redemption of their interests in the real estate AIF. The Milan Property will be held by an Italian reserved AIF, which is not subject to the specific investment limits and prudential rules for risk containment and fractioning set out by the Bank of Italy for non-reserved AIFs, although the Italy AIF will still be required to comply with the general principles of investment fractioning and risk management.

TAXATION

The following summarises the Singapore taxation of Lendlease Global REIT, its wholly-owned Singapore resident subsidiary, and that of its Unitholders on the subscription, ownership and disposition of the Units. This summary does not provide an overview of the tax consequences in the hands of any subsequent purchaser or acquirer of the Units from any person. This summary also does not provide an overview of the taxation of Unitholders, and any subsequent purchaser or acquirer of the Units from any person, in any country outside Singapore.

Where the Singapore and Italy tax laws are discussed, these are merely a general outline of the implications of such laws on the investments by Lendlease Global REIT (directly or indirectly) and the taxes payable by the entities in which such investments are proposed to be made.

The summary does not purport to be a comprehensive description of all the tax considerations that may be relevant to a decision to purchase, own or dispose of the Units and does not purport to apply to all categories of investors, some of which may be subject to special rules either in Singapore or in the tax jurisdictions where they are resident.

In particular, the summary of the Singapore and Italy tax considerations is based upon laws, regulations, rulings and decisions in effect as at the date of this Prospectus, all of which are subject to change, retroactively and/or prospectively. In relation to "Singapore Taxation", the summary is also based on certain measures announced in the 2019 Singapore Budget which have yet to be enacted as laws and is thus subject to the precise wordings of the relevant provisions when enacted.

This summary does not constitute tax advice. Prospective investors should consult their own tax advisers concerning the application of Singapore and Italy tax laws to their particular situation as well as any consequences of the subscription, ownership and disposition of the Units arising under the laws of any other taxing jurisdiction.

SINGAPORE TAXATION

Income Tax

Taxation of Lendlease Global REIT

Lendlease Global REIT is liable to Singapore income tax, currently at the rate of 17.0%, on:

- (a) income accruing or derived from Singapore; and
- (b) unless otherwise exempt, income derived from outside Singapore which is received in Singapore or deemed to have been received in Singapore by the operation of law.

The taxable income of Lendlease Global REIT will be ascertained in accordance with the provisions of the Income Tax Act, after deduction of all allowable expenses and any other allowances permitted under that Act.

Specified Taxable Income of Lendlease Global REIT

Lendlease Global REIT has obtained approval for tax transparency treatment from the IRAS. For the purpose of applying for this tax transparency treatment, the Trustee and the Manager have given a joint undertaking to the IRAS to comply with certain conditions. One of those conditions requires Lendlease Global REIT to distribute at least 90.0% of its Specified Taxable Income to Unitholders in the same year in which the income is derived.

Under the tax transparency treatment, and subject to meeting the conditions specified in the joint undertaking that was given to the IRAS, Specified Taxable Income derived by Lendlease Global REIT will not be assessed to tax in the hands of the Trustee to the extent of the amount distributed to unitholders, provided that at least 90.0% of Specified Taxable Income is distributed within the year in which the income is derived. Instead, the Trustee and the Manager will deduct income tax at the prevailing tax rate, currently 17.0%, from Taxable Income Distributions to Unitholders. However, where the beneficial owners of the Units are Qualifying Unitholders (as defined herein), the Trustee and the Manager will make the distributions to such Unitholders without deduction of any income tax. In addition, where the beneficial owners are Qualifying Non-resident Non-individual Unitholders (as defined herein), the Trustee and the Manager will deduct Singapore income tax at the reduced rate of 10.0% for distributions made on or before 31 March 2020. As announced in the 2019 Singapore Budget, the reduced rate of 10.0% has been expanded to include distributions made to Qualifying Non-resident Funds (as defined herein) and will be extended to distributions made on or before 31 December 2025.

A **“Qualifying Unitholder”** is a Unitholder who is:

- an individual;
- a company incorporated and tax resident in Singapore;
- a Singapore branch of a company incorporated outside Singapore;
- a body of persons, other than a company or a partnership, incorporated or registered in Singapore (for example, a town council, a statutory board, a registered charity, a registered co-operative society, a registered trade union, a management corporation, a club and a trade and industry association);
- an international organisation that is exempt from tax on such distributions by reason of an order made under the International Organisations (Immunities and Privileges) Act (Chapter 145 of Singapore); and
- a real estate investment trust exchange-traded fund which has itself been accorded the tax transparency treatment (but only in respect of Taxable Income Distribution made by Lendlease Global REIT on or before 31 December 2025 (as announced in the 2019 Singapore Budget)).

A **“Qualifying Non-resident Non-individual Unitholder”** is a Unitholder who is neither an individual nor a resident of Singapore for income tax purposes and who:

- does not have any permanent establishment in Singapore; or
- carries on any operation through a permanent establishment in Singapore, where the funds used by that person to acquire the Units are not obtained from that operation.

A **“Qualifying Non-resident Fund”** is a non-resident fund which qualifies for tax exemption under Section 13CA, 13X or 13Y of the Income Tax Act and which:

- does not have any permanent establishment in Singapore (other than a fund manager in Singapore); or
- carries on any operation through a permanent establishment in Singapore (other than a fund manager in Singapore), where the funds used by the qualifying fund to acquire the Units are not obtained from that operation.

For this purpose, a non-resident fund refers to a fund being a non-resident company, a partnership where all partners are non-residents, a trust administered by a non-resident trustee, or a non-resident entity.

To receive distributions without tax deduction at source, Unitholders who are Qualifying Unitholders (other than those who are individuals) must disclose their status in a prescribed form provided by the Manager. Similarly, to receive distributions with tax deduction at the reduced rate of 10.0% for distributions made on or before 31 December 2025 (as announced in the 2019 Singapore Budget), Qualifying Non-resident Non-individual Unitholders and Qualifying Non-resident Funds must disclose their status in a prescribed form provided by the Manager (See Appendix D – “Independent Taxation Report” for more details).

Where the Units are held in joint names, the Trustee and the Manager will deduct income tax at the prevailing tax rate, currently 17.0%, from Taxable Income Distributions, unless all the joint Unitholders are individuals.

Where the Units are held through a nominee, the Trustee and the Manager will deduct income tax at the prevailing tax rate, currently 17.0%, from Taxable Income Distributions, except in the following situations:

- where the Units are held for beneficial owners who are Qualifying Unitholders, tax may not be deducted at source where a declaration is made by the nominee of the beneficial owners’ status (which includes the provision of certain particulars of the beneficial owners) in a prescribed form to the Trustee and the Manager;
- where the Units are held for beneficial owners who are Qualifying Non-resident Non-individual Unitholders or Qualifying Non-resident Funds, tax may be deducted at source at the reduced rate of 10.0% for distributions made on or before 31 December 2025 (as announced in the 2019 Singapore Budget) where a declaration is made by the nominee of the beneficial owners’ status (which includes the provision of certain particulars of the beneficial owners) in a prescribed form to the Trustee and the Manager; and
- where the Units are held by the nominees as the Supplementary Retirement Scheme (“SRS”) operators acting for individuals who purchased the Units within the SRS, tax will not be deducted at source for distributions made in respect of these Units.

The tax transparency treatment does not apply to any amount of Specified Taxable Income that is not distributed to Unitholders and any income that is not Specified Income, for example, gains from the disposal of immovable properties which are considered trading gains. The Trustee will be assessed to tax on such income. Any distribution made out of such income (i.e. income in respect of which tax has been assessed on the Trustee) will not be subject to deduction of tax at source by the Trustee and the Manager.

Taxable Income Distributions made to Unitholders will be based on the amount of Specified Taxable Income determined by the Manager. In the event that the amount of Specified Taxable Income finally agreed with the IRAS is different from the amount of Specified Taxable Income determined by the Manager for distribution purposes, the difference will be added to or deducted from, as the case may be, the amount of Specified Taxable Income determined by the Manager for the next distribution immediately after the difference has been agreed with the IRAS. This arrangement, known as “rollover income adjustments”, is accepted by the IRAS based on the understanding that:

- (a) the shortfall in distribution is not material;
- (b) no major issue that would cause undue delay in reaching the agreement with the IRAS is envisaged; and
- (c) the IRAS reserves the right to review such arrangement as and when needed.

The practical effect of the rollover income adjustments to Unitholders is that the amount of distributions received by Unitholders for a distribution period may be reduced or increased by the amount of such adjustments.

Dividends from IT SingCo

Provided that IT SingCo is a tax resident of Singapore, dividends derived from IT SingCo will be exempt from Singapore income tax in the hands of the Trustee under Section 13(1)(za) of the Income Tax Act.

A company is tax resident in Singapore if the control and management of its business is exercised in Singapore.

Taxation of IT SingCo

IT SingCo is subject to Singapore income tax, currently at the rate of 17.0%, on:

- (a) income accruing in or derived from Singapore; and
- (b) unless otherwise exempt, income derived from outside Singapore which is received in Singapore or deemed to have been received in Singapore by the operation of law.

The income of IT SingCo is expected to comprise foreign distributions from the Italy AIF.

The MOF has granted a tax exemption under Section 13(12) of the Income Tax Act on the foreign distributions that IT SingCo will receive from the Italy AIF in respect of the Milan Property. This tax exemption is subject to certain conditions, including but not limited to the condition that IT SingCo is a tax resident of Singapore.

Taxation of gains from disposal of investments

Singapore does not impose tax on capital gains. The determination of whether gains from disposal of investments are income or capital in nature is based on a consideration of the facts and circumstances of each case.

In the event of any disposal of investments (shares, units or properties), gains arising from such disposal will not be liable to Singapore income tax unless the gains are considered income of a trade or business carried on in Singapore by the seller. Such gains may also be liable to Singapore income tax if the investments were acquired with the intent or purpose of making a profit from sale and not intended for long-term investment purposes.

Taxation of Unitholders

Distributions made out of Lendlease Global REIT's Specified Taxable Income

Individual Unitholders

Individuals who hold Units as investment assets and not as trading assets, excluding individuals who hold Units through a partnership in Singapore, are exempt from income tax on Taxable Income Distributions, regardless of their nationality or tax residence status.

Individuals who hold Units as trading assets or through a partnership in Singapore are subject to income tax on Taxable Income Distributions. The gross amount of such distributions (i.e. before tax deducted at source, if any) is taxable in the hands of the individuals at their own applicable income tax rate.

Qualifying Non-resident Non-individual Unitholders and Qualifying Non-resident Funds

Qualifying Non-resident Non-individual Unitholders and Qualifying Non-resident Funds are subject to Singapore income tax on Taxable Income Distributions. The tax is imposed on the gross amount of such distributions (i.e. before tax deducted at source) at the prevailing tax rate (currently 17.0%) except for distributions made on or before 31 December 2025 (as announced in the 2019 Singapore Budget) where the tax rate is reduced to 10.0%.

Non-individual Unitholders (other than Qualifying Non-resident Non-individual Unitholders and Qualifying Non-resident Funds)

Unless otherwise exempt or reduced, Non-individual Unitholders (other than Qualifying Non-resident Non-individual Unitholders and Qualifying Non-resident Funds) are subject to Singapore income tax on Taxable Income Distributions, regardless of whether the Trustee and the Manager had deducted tax from the distributions. The gross amount of such distributions (i.e. before tax deducted at source (if any)) is taxable at the prevailing tax rate (currently 17.0%).

Tax deducted at source

Where tax had been deducted at source at the prevailing tax rate (currently 17.0%), the tax deducted is not a final tax. Unitholders can use such tax deducted at source to set-off against their Singapore income tax liabilities. However, the tax at 10.0% on Taxable Income Distributions made to Qualifying Non-resident Non-individual Unitholders and Qualifying Non-resident Funds on or before 31 December 2025 (as announced in the 2019 Singapore Budget) is a final tax.

Distribution made out of Lendlease Global REIT's income subject to tax on the Trustee

Distributions made out of income that has been assessed to tax at the Trustee level (e.g. Specified Taxable Income that was not distributed or income that is not Specified Income) are treated as capital in nature and will not be subject to tax in the hands of Unitholders. Unitholders are not entitled to tax credits for any taxes paid or payable by the Trustee on income subject to tax on the Trustee.

Distributions made out of Lendlease Global REIT's tax-exempt income

Unitholders will be exempt from Singapore income tax on distributions made by Lendlease Global REIT out of its tax-exempt income, such as dividends from IT SingCo. No tax will be deducted at source or withheld on such distribution.

Distributions made out of Lendlease Global REIT's gain on disposal of shares and/or immovable properties

Unitholders will not be liable to Singapore income tax on distributions made out of Lendlease Global REIT's gain arising from the disposal of shares and/or immovable properties which is capital in nature.

If the gain on disposal of shares and/or immovable properties is assessed to tax on the Trustee (i.e. if it is considered income derived from a trade or business or if the shares and/or immovable properties were acquired with the intent or purpose of making a profit from their subsequent sale and not for long-term investment purposes), Unitholders will not be liable to Singapore income tax on distributions made out of such gain as the gain would have been subject to tax in the hands of the Trustee. Unitholders are not entitled to tax credits for any taxes paid or payable by the Trustee on such gain.

Distributions made out of Lendlease Global REIT's capital receipts

Capital distributions (e.g. distribution made out of non-revenue cash flows such as amounts received in the form of a repayment of shareholder's loan) will be regarded as a return of capital in the hands of Unitholders. The amount of such distribution will be applied to reduce the cost base of Units held by Unitholders. For Unitholders who are liable to Singapore income tax on gains arising from the disposal of Units, the reduced cost base of Units will be used to calculate the amount of taxable gains when the Units are subsequently disposed of. If the amount of return of capital exceeds the cost base or reduced cost base of Units, the excess will be subject to tax as trading income of such Unitholders.

Gain on disposal of Units

Singapore currently does not impose tax on capital gains. Therefore, gains on disposal of the Units that are capital in nature will not be subject to Singapore income tax. However, such gains may be considered income in nature and subject to Singapore income tax if they arise from or are otherwise connected with the activities of a trade or business carried on in Singapore. Such gains may also be considered income in nature, even if they do not arise from an activity in the ordinary course of trade or business or an ordinary incident of some other business activity, if the intention of the Unitholder was not to hold the Units as long-term investments.

As the precise tax status of one Unitholder will vary from another, Unitholders are advised to consult their own professional advisers on the Singapore tax consequences that may apply to their individual circumstances.

Unitholders who have adopted or are required to adopt Singapore Financial Reporting Standard 109 – Financial Instruments (“**FRS 109**”), Singapore Financial Reporting Standard 39 – Financial Instruments: Recognition and Measurement (“**FRS 39**”) or their equivalents under the Singapore Financial Reporting Standard (International) (“**SFRS(I)**”) for financial reporting purposes may, for Singapore income tax purposes, be required to recognise gains or losses (not being gains or losses in the nature of capital) on the Units, irrespective of disposal. Unitholders should consult their own accounting and tax advisers regarding the Singapore income tax consequences of their acquisition, holding or disposal of the Units arising from the adoption of FRS 39, FRS 109 or their equivalents under SFRS(I).

GST

GST is a broad-based consumption tax levied on the import of goods, as well as nearly all supplies of goods and services in Singapore. The prevailing rate of GST in Singapore is 7.0%. As announced in the 2018 Singapore Budget, the Singapore Government plans to raise the standard rate of GST from 7.0% to 9.0%, sometime in the period from 2021 to 2025 and to impose GST on business to business imported services via a reverse charge mechanism with effect from 1 January 2020.

Lendlease Global REIT and IT SingCo

Lendlease Global REIT is registered for GST in Singapore and should, subject to satisfying the input tax claims condition, be eligible to claim the GST incurred (except for those specifically disallowed under the GST legislation) on its business expenses (such as offering-related and routine operating expenses) as input GST for the making of taxable supplies.

In addition, pursuant to a GST remission granted by the Minister for Finance, Lendlease Global REIT (as a Singapore-listed REIT) is allowed to claim:

- (a) the GST incurred on its business expenses, irrespective of whether it holds underlying non-residential properties directly or indirectly through its SPVs (including IT SingCo); and
- (b) the GST incurred on the setting up of the SPVs or the GST incurred by its SPVs (including IT SingCo) on the acquisition and holding of the non-residential properties.

The above GST claims are subject to conditions governing the GST remission and the general input tax claims conditions prescribed under the GST legislation. These conditions include, among others, the following:

- (a) Lendlease Global REIT is listed or to be listed on the SGX;
- (b) Lendlease Global REIT has veto rights over key operational issues of its SPVs holding the underlying non-residential properties; and
- (c) the underlying non-residential properties of Lendlease Global REIT make taxable supplies or out-of-scope supplies which would have been taxable supplies if made in Singapore (e.g. lease of non-residential properties located outside Singapore).

The aforementioned GST remission is currently applicable for expenses incurred up to and including 31 March 2020. As announced in the 2019 Singapore Budget, the GST remission will be extended to 31 December 2025. If this remission is not subsequently extended beyond 31 December 2025, Lendlease Global REIT will not be able to claim the GST incurred by its SPVs on their expenses after 31 December 2025.

Unitholders

Purchase and sale of Units

The sale of the Units by a GST-registered investor belonging in Singapore through an SGX-ST member or to another person belonging in Singapore is an exempt supply not subject to GST. Any input GST (e.g. GST on brokerage) incurred by the GST-registered investor in making such an exempt supply is generally not recoverable unless the investor satisfies certain conditions prescribed under the GST legislation or certain GST concessions by the Singapore Comptroller of GST.

Where the Units are supplied by a GST-registered investor to a person who belongs outside Singapore (and who is outside Singapore at the time of supply), the sale should generally, subject to the satisfaction of certain conditions, be subject to GST at 0%. Any input GST incurred by a GST-registered investor in making such a zero-rated supply may, subject to the provisions of the GST legislation, be recoverable from the Singapore Comptroller of GST.

Investors should seek their own tax advice on the recoverability of GST incurred on expenses in connection with the purchase and disposition of the Units.

Services such as arranging, broking, underwriting or advising on the issue, allotment or transfer of ownership in the Units rendered by a GST-registered person to an investor belonging in Singapore for GST purposes will be subject to GST at the standard rate of 7.0%. Similar services contractually supplied to an investor who belongs outside Singapore (and who is outside Singapore at the time of supply) should generally, subject to satisfaction of certain conditions, be subject to GST at 0%.

Stamp Duty

Stamp duty should not be payable on the transfers of the Units through the CDP where no written instrument or agreement of conveyance, assignment or transfer is involved. In the event of a change of trustee for Lendlease Global REIT, stamp duty should not be payable on the document effecting the appointment of a new trustee and the transfer of the Deposited Property from the incumbent trustee to the new trustee due to the change of trustee, provided no beneficial interest in the Deposited Property passes or is otherwise conveyed, assigned or transferred to the new trustee.

ITALY TAXATION

Income Tax

Taxation of the Italy AIF

The Milan Property will be held by an AIF.

An AIF which owns Italian real estate assets and meets all the legal and regulatory conditions to be treated as an undertaking for collective investments should not be subject to Italian income taxes (i.e. corporate income tax at the prevailing rate, currently 24.0% and regional income tax at the prevailing rate, currently 3.9%) on its income (i.e. net rental income and gains on disposal of properties).

Disposal of units in the Italy AIF

Capital gains derived by non-Italian resident companies from the sale of AIF units are generally subject to Italian tax, currently at the rate of 26.0%. However, pursuant to the Convention between Italy and Singapore for the Avoidance of Double Taxation, the gains realised from the disposal of units in the Italy AIF should be exempt from Italian income tax if the necessary conditions, including the seller being a resident of Singapore, are satisfied at the time of disposal.

Disposal of shares in IT SingCo

Disposal of shares in IT SingCo should not be subject to Italian income tax.

Withholding tax

Profit distributions made by an AIF to non-Italian resident investors should be subject to Italian withholding tax, currently at the rate of 26.0% which may be reduced under applicable tax treaty if the necessary conditions are met.

Furthermore, under Article 7, paragraph 3, of Decree 351/2001, profit distributions made by an AIF may be exempt from Italian withholding tax under certain conditions if made to the following qualifying foreign investors who invest in the AIF either directly or indirectly via a wholly-owned vehicle established in a state included in the White List (Italy):

- (a) Pension funds and undertakings for collective investments that are established in a state included in the White List (Italy);
- (b) Organisations established under international agreements ratified in Italy; and
- (c) Central banks or organisations that manage the official reserves of foreign states.

A ruling has been obtained from the Italian tax authority to confirm that Lendlease Global REIT would meet the conditions of an undertaking for collective investments that is established in a state included in the White List (Italy) (which, for the avoidance of doubt, includes Singapore) and hence the aforesaid withholding tax exemption should apply to the distributions made by the Italy AIF to IT SingCo.

Real estate ownership and service taxes

There are local and national ownership and service taxes payable bi-annually or annually. The rates depend on municipality where the property is located and in the case of the Milan Property, the rates can range from 0% to 1.0% or more, the taxable basis being the cadastral value of the property.

The following real estate ownership and service taxes should apply:

- (a) *Imposta municipale propria* or “IMU”, which is a tax levied on ownership of real property rights. The taxable basis of IMU is the cadastral value, as reflected in the cadastral registrar on 1 January of the relevant year, plus a 5.0% addition to the cadastral value, multiplied by a coefficient ranging from 55 to 160, depending on the cadastral classification of the property. The general tax rate is 0.76%, but the municipality in which the immovable property is located may increase or decrease the rate by a coefficient of up to 0.3%;
- (b) *Tassa sui servizi indivisibili* or “TASI”, which is a tax on indivisible municipal services. The taxable basis of TASI is the same as for IMU. The standard tax rate is 0.1%, but the municipality can increase or decrease the rate. In case of leased property, a portion of TASI ranging from 10.0% to 30.0%, depending on the competent municipality, is borne by the tenant; and
- (c) *Tassa sui rifiuti* or “TARI”, which is a tax on solid waste disposal. The taxable basis for TARI is calculated with reference to the area occupied by the immovable property and open spaces. The municipality may assume that the taxable basis is 80.0% of the area occupied by the immovable property and open spaces according to the cadastral classification (immovable property registry). In case of leased property, TARI is borne by the tenant.

VAT

VAT is an indirect tax levied on the supplies of goods or services made in Italy by individual or legal entity in the course of a business, or that performs an artistic or professional activity in Italy (the standard rate of VAT is currently 22.0%).

PLAN OF DISTRIBUTION

The Manager is making an offering of 387,474,987 Units representing 33.2% of the total number of Units in issue after the Offering) for subscription at the Offering Price under the Placement Tranche and the Public Offering. 364,747,987 Units will be offered under the Placement Tranche and 22,727,000 Units will be offered under the Public Offering.

Units may be re-allocated between the Placement Tranche and the Public Offering at the sole discretion of the Joint Bookrunners (in consultation with the Manager), subject to the minimum unitholding and distribution requirements of the SGX-ST, in the event of an excess of applications in one and a deficit in the other. In the event that any of the Reserved Units are not subscribed for, such Units will be made available to satisfy excess applications, if any, in the Public Offering and/or the Placement Tranche.

The Public Offering is open to members of the public in Singapore. Under the Placement Tranche, the Manager intends to offer 364,747,987 Units by way of an international placement through the Joint Bookrunners to investors, including institutional investors and other investors in Singapore and elsewhere in reliance on Regulation S and to certain U.S. investors on a limited basis, pursuant to an exemption from the registration requirements of the Securities Act, who have agreed, among other things, to restrictions on transfer.

Subject to the terms and conditions set forth in the underwriting agreement entered into between the Manager, the Sponsor, Lendlease SREIT Pty Limited, in its capacity as trustee of LLT Sub-Trust and the Joint Bookrunners on 25 September 2019 (the “**Underwriting Agreement**”), the Manager is expected to effect for the account of Lendlease Global REIT the issue of, and the Joint Bookrunners are expected to severally (but not jointly or jointly and severally) procure subscribers, and failing which to subscribe, for 841,260,000 Units (which includes the Units to be issued pursuant to the Offering, and the Cornerstone Units), in the proportions set forth opposite their respective names below.

Joint Bookrunners	Number of Units
DBS Bank Ltd.	504,756,000
Citigroup Global Markets Singapore Pte. Ltd.	336,504,000
Total	841,260,000

The Units will be offered at the Offering Price. The Offering Price per Unit in the Placement Tranche and the Public Offering will be identical. The Joint Bookrunners have agreed to procure the subscription, and failing which to subscribe, for 841,260,000 Units at the Offering Price, less the Underwriting, Selling and Management Commission to be borne by Lendlease Global REIT.

The Manager, the Sponsor and the Unit Lender have agreed in the Underwriting Agreement to indemnify the Joint Bookrunners against certain liabilities. The indemnity in the Underwriting Agreement contains a contribution clause which provides that where the indemnification to the Joint Bookrunners is unavailable or insufficient, the Manager, the Sponsor or the Unit Lender, as the case may be, shall contribute to the amount paid or payable by such Joint Bookrunner as a result of any, *inter alia*, losses, claims, damages or liabilities (or actions in respect thereof) in such proportion as is appropriate to reflect the relative benefits received by the Manager, the Sponsor or the Unit Lender, as the case may be, on the one hand and the Joint Bookrunners on the other from the offering of the Units. If, however, such allocation provided by the immediately preceding sentence is not permitted by applicable law, then the Manager, the Sponsor or the Unit Lender, as the case may be, shall contribute to such amount paid or payable by such indemnified party in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Manager, the Sponsor or the Unit Lender, as the case may be, on the one hand and the Joint Bookrunners on the other in connection with the statements or omissions which resulted in, *inter alia*, such losses, claims, damages or liabilities (or actions in respect thereof), as well as any other relevant equitable considerations. The relative benefits received by the Manager, the Sponsor or

the Unit Lender on the one hand and the Joint Bookrunners on the other shall be deemed to be in the same proportion as the total net proceeds from the Offering (before deducting expenses) received by the Manager, the Sponsor or the Unit Lender, as the case may be, bear to the total underwriting discounts and commissions received by the Joint Bookrunners with respect to the Units subscribed for or purchased under the Underwriting Agreement. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Manager, the Sponsor or the Unit Lender on the one hand or the Joint Bookrunners on the other and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. No Joint Bookrunner shall be required to contribute any amount in excess of the amount by which the total underwriting discounts and commissions received by it exceeds the amount of any damages which such Joint Bookrunner has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

The Underwriting Agreement also provides for the obligations of the Joint Bookrunners to procure the subscription, and failing which to subscribe, for the Units in the Offering and the Cornerstone Units subject to certain conditions contained in the Underwriting Agreement.

The Underwriting Agreement may be terminated by the Joint Bookrunners at any time prior to issue and delivery of the Units upon the occurrence of certain events including, among others, certain force majeure events pursuant to the terms of the Underwriting Agreement.

Each of the Joint Bookrunners and their associates may engage in transactions with, and perform services for, the Trustee, the Manager, the Sponsor and Lendlease Global REIT in the ordinary course of business and have engaged, and may in the future engage, in commercial banking, investment banking transactions and/or other commercial transactions with the Trustee, the Manager, the Sponsor and Lendlease Global REIT, for which they have received or made payment of, or may in the future receive or make payment of, customary compensation.

Each of the Joint Bookrunners and their associates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers in the ordinary course of business, and such investment and securities activities may involve securities and instruments, including Units. The Joint Bookrunners and their associates may also make investment recommendations and/or publish or express independent research views in respect of such securities or instruments and may at any time hold, or recommend to their clients that they acquire, long and/or short positions in such securities and instruments.

OVER-ALLOTMENT AND STABILISATION

The Unit Lender has granted the Over-Allotment Option to the Joint Bookrunners for the purchase of up to an aggregate of 34,097,000 Units at the Offering Price. The number of Units subject to the Over-Allotment Option will not be more than 8.8% of the number of Units under the Placement Tranche and the Public Offering. The Stabilising Manager (or any of its affiliates or other persons acting on behalf of the Stabilising Manager), in consultation with the other Joint Bookrunner, may exercise the Over-Allotment Option in full or in part, on one or more occasions, only from the Listing Date but no later than the earlier of (i) the date falling 30 days from the Listing Date; or (ii) the date when the Stabilising Manager (or any of its affiliates or other persons acting on behalf of the Stabilising Manager) has bought, on the SGX-ST, an aggregate of 34,097,000 Units, representing approximately 8.8% of the total number of Units in the Offering, to undertake stabilising actions to purchase up to an aggregate of 34,097,000 Units representing approximately 8.8% of the total number of Units in the Offering), at the Offering Price. In connection with the

Over-Allotment Option, the Stabilising Manager and the Unit Lender have entered into a unit lending agreement (the “**Unit Lending Agreement**”) dated 25 September 2019 pursuant to which the Stabilising Manager (or any of its affiliates or other persons acting on behalf of the Stabilising Manager) may borrow up to an aggregate of 34,097,000 Units from the Unit Lender for the purpose of effecting over-allotments or stabilising activities in connection with the Offering. The Stabilising Manager (or any of its affiliates or other persons acting on behalf of the Stabilising Manager) will re-deliver to the Unit Lender such number of Units which have not been purchased pursuant to the exercise of the Over-Allotment Option.

In connection with the Offering, the Stabilising Manager (or any of its affiliates or other persons acting on behalf of the Stabilising Manager) may, in consultation with the other Joint Bookrunner and at its discretion, over-allot or effect transactions which stabilise or maintain the market price of the Units at levels which might not otherwise prevail in the open market. However, there is no assurance that the Stabilising Manager (or any of its affiliates or other persons acting on behalf of the Stabilising Manager) will undertake stabilising action. Such transactions may be effected on the SGX-ST and in other jurisdictions where it is permissible to do so, in each case in compliance with all applicable laws and regulations, including the SFA and any regulations hereunder. Any profit after expenses derived, or any loss sustained as a consequence of the exercise of the Over-Allotment Option or the undertaking of any stabilising activities shall be for the account of the Joint Bookrunners.

None of the Manager, the Sponsor, the Unit Lender, the Joint Bookrunners or the Stabilising Manager (or any of its affiliates or other persons acting on behalf of the Stabilising Manager) makes any representation or prediction as to the magnitude of any effect that the transactions described above may have on the price of the Units. In addition, none of the Manager, the Sponsor, the Unit Lender, the Joint Bookrunners or the Stabilising Manager (or any of its affiliates or other persons acting on behalf of the Stabilising Manager) makes any representation that the Stabilising Manager (or any of its affiliates or other persons acting on behalf of the Stabilising Manager) will engage in these transactions or that these transactions, once commenced, will not be discontinued without notice (unless such notice is required by law). The Stabilising Manager will be required to make a public announcement via SGXNET in relation to the total number of Units purchased by the Stabilising Manager (or any of its affiliates or other persons acting on behalf of the Stabilising Manager), not later than 12.00 noon on the next trading day of the SGX-ST after the transactions are effected. The Stabilising Manager will also be required to make a public announcement through the SGX-ST in relation to the cessation of stabilising action and the number of Units in respect of which the Over-Allotment Option has been exercised not later than 8.30 a.m. on the next trading day of the SGX-ST after the cessation of stabilising action.

LOCK-UP ARRANGEMENTS

Lendlease SREIT Pty Limited (in its capacity as trustee for LLT Sub-Trust)

Subject to the exceptions described below, Lendlease SREIT Pty Limited (in its capacity as trustee for LLT Sub-Trust) has on 25 September 2019 undertaken to the Joint Bookrunners that LLT Sub-Trust will not, subject to the exceptions set out in the paragraph immediately below, without the prior written consent of each of the Joint Bookrunners (such consent not to be unreasonably withheld or delayed):

- during the First Lock-up Period, directly or indirectly, (i) offer, pledge, sell or contract to sell, grant any option to purchase, grant security over, swap, hedge, transfer, encumber or otherwise dispose of any or all of its direct and indirect effective interest in the Lock-up Units (or any securities convertible into or exchangeable for any such Lock-up Units or part thereof or which carry rights to subscribe for or purchase any such Lock-up Units or part thereof); (ii) enter into any swap, hedge or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Lock-up Units (including any securities convertible into or exercisable or exchangeable for any Lock-up Units or which carry rights to subscribe for or purchase any such Lock-up Units); (iii) enter into any

transaction (including a derivative transaction) with a similar economic effect to the foregoing; (iv) deposit any or all of its direct and indirect effective interest in the Lock-up Units (or any securities convertible into or exchangeable for any such Lock-up Units or part thereof or which carry rights to subscribe for or purchase any such Lock-up Units or part thereof) in any depository receipt facility; (v) enter into a transaction which is designed or which may reasonably be expected to result in any of the above; or (vi) publicly announce any intention to do any of the above; and

- during the Second Lock-up Period, directly or indirectly, (i) offer, pledge, sell or contract to sell, grant any option to purchase, grant security over, swap, hedge, transfer, encumber or otherwise dispose of any or all of its direct and indirect effective interest in 50.0% of the relevant Lock-up Units (or any securities convertible into or exchangeable for any such Lock-up Units or part thereof or which carry rights to subscribe for or purchase any such Lock-up Units or part thereof); (ii) enter into any swap, hedge or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any or all of its effective interest in 50.0% of the relevant Lock-up Units (including any securities convertible into or exercisable or exchangeable for any or all of its effective interest in 50.0% of the relevant Lock-up Units or which carry rights to subscribe for or purchase any or all of its effective interest in 50.0% of the relevant Lock-up Units); (iii) enter into any transaction (including a derivative transaction) with a similar economic effect to the foregoing; (iv) deposit any or all of its direct and indirect effective interest in 50.0% of the relevant Lock-up Units (or any securities convertible into or exchangeable for any such Lock-up Units or part thereof or which carry rights to subscribe for or purchase any such Lock-up Units or part thereof) in any depository receipt facility; (v) enter into a transaction which is designed or which may reasonably be expected to result in any of the above; or (vi) publicly announce any intention to do any of the above.

The restrictions described in the preceding paragraph do not apply to prohibit Lendlease SREIT Pty Limited (in its capacity as trustee for LLT Sub-Trust), on behalf of LLT Sub-Trust, from being able to:

- create a charge over the Lock-up Units or otherwise grant security over or create any encumbrance over the Lock-up Units, provided that such charge, security or encumbrance can only be enforced after the expiry of the First Lock-up Period and only in respect of not more than its effective interest in 50.0% of the Lock-up Units during the Second Lock-up Period, or (as the case may be) in respect of all of the Lock-up Units after the Second Lock-up Period;
- enter into any unit lending arrangement with the Joint Bookrunners or any sale or transfer of any of the Lock-up Units by Lendlease SREIT Pty Limited, on behalf of LLT Sub-Trust, as a unit lender pursuant to the exercise of the over-allotment option granted by Lendlease SREIT Pty Limited (in its capacity as trustee for LLT Sub-Trust), on behalf of LLT Sub-Trust, as a unit lender to the Joint Bookrunners; or
- transfer any Lock-up Units to and between wholly-owned subsidiaries or wholly-owned sub-trusts of LLT Sub-Trust (each, an “**LLT Sub-Trust Subsidiary**”) or any declaration of trust by LLT Sub-Trust in respect of such Lock-up Units where the sole beneficiary of such trust is Lendlease Trust or a wholly-owned subsidiary of Lendlease Trust, provided that Lendlease SREIT Pty Limited (in its capacity as trustee for LLT Sub-Trust) has procured and ensured that such LLT Sub-Trust Subsidiary or Lendlease Trust (as the case may be) has executed and delivered to the Joint Bookrunners an undertaking to the effect that such LLT Sub-Trust Subsidiary will undertake to comply with the foregoing restrictions to remain in effect for the unexpired period of the First Lock-up Period (as the case may be) and the Second Lock-up Period in relation to its effective interest in 50.0% of the Lock-up Units.

If, for any reason, the Offering is not completed within six months from the date of registration of this Prospectus, the lock-up arrangements described above will be terminated.

Lendlease Responsible Entity Limited (in its capacity as responsible entity for Lendlease Trust)

Subject to the exceptions described below, Lendlease Responsible Entity Limited (in its capacity as responsible entity for Lendlease Trust) has on 25 September 2019 undertaken to the Joint Bookrunners that Lendlease Trust will not, subject to the exceptions set out in the paragraph immediately below, without the prior written consent of each of the Joint Bookrunners (such consent not to be unreasonably withheld or delayed):

- during the First Lock-up Period, directly or indirectly, (i) offer, pledge, sell or contract to sell, grant any option to purchase, grant security over, swap, hedge, transfer, encumber or otherwise dispose of any or all of its direct and indirect effective interest in the Lock-up Units (or any securities convertible into or exchangeable for any such Lock-up Units or part thereof or which carry rights to subscribe for or purchase any such Lock-up Units or part thereof); (ii) enter into any swap, hedge or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Lock-up Units (including any securities convertible into or exercisable or exchangeable for any Lock-up Units or which carry rights to subscribe for or purchase any such Lock-up Units); (iii) enter into any transaction (including a derivative transaction) with a similar economic effect to the foregoing; (iv) deposit any or all of its direct and indirect effective interest in the Lock-up Units (or any securities convertible into or exchangeable for any such Lock-up Units or part thereof or which carry rights to subscribe for or purchase any such Lock-up Units or part thereof) in any depository receipt facility; (v) enter into a transaction which is designed or which may reasonably be expected to result in any of the above; or (vi) publicly announce any intention to do any of the above; and
- during the Second Lock-up Period, directly or indirectly, (i) offer, pledge, sell or contract to sell, grant any option to purchase, grant security over, swap, hedge, transfer, encumber or otherwise dispose of any or all of its direct and indirect effective interest in 50.0% of the relevant Lock-up Units (or any securities convertible into or exchangeable for any such Lock-up Units or part thereof or which carry rights to subscribe for or purchase any such Lock-up Units or part thereof); (ii) enter into any swap, hedge or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any or all of its effective interest in 50.0% of the relevant Lock-up Units (including any securities convertible into or exercisable or exchangeable for any or all of its effective interest in 50.0% of the relevant Lock-up Units or which carry rights to subscribe for or purchase any or all of its effective interest in 50.0% of the relevant Lock-up Units); (iii) enter into any transaction (including a derivative transaction) with a similar economic effect to the foregoing; (iv) deposit any or all of its direct and indirect effective interest in 50.0% of the relevant Lock-up Units (or any securities convertible into or exchangeable for any such Lock-up Units or part thereof or which carry rights to subscribe for or purchase any such Lock-up Units or part thereof) in any depository receipt facility; (v) enter into a transaction which is designed or which may reasonably be expected to result in any of the above; or (vi) publicly announce any intention to do any of the above.

The restrictions described in the preceding paragraph do not apply to prohibit Lendlease Responsible Entity Limited (in its capacity as responsible entity for Lendlease Trust), on behalf of Lendlease Trust, from being able to:

- create a charge over the Lock-up Units or otherwise grant security over or create any encumbrance over the Lock-up Units, provided that such charge, security or encumbrance can only be enforced after the expiry of the First Lock-up Period and only in respect of not more than its effective interest in 50.0% of the Lock-up Units during the Second Lock-up Period, or (as the case may be) in respect of all of the Lock-up Units after the Second Lock-up Period;

- have LLT Sub-Trust enter into any unit lending arrangement with the Joint Bookrunners or any sale or transfer of any of the Lock-up Units by LLT Sub-Trust pursuant to the exercise of an over-allotment option granted by LLT Sub-Trust to the Joint Bookrunners; or
- transfer any Lock-up Units to and between wholly-owned subsidiaries or wholly-owned sub-trusts of Lendlease Trust (each, an “**LLT Subsidiary**”) and the Lendlease Trust or any declaration of trust by Lendlease Trust in respect of such Lock-up Units where the sole beneficiary of such trust is Lendlease Trust or a wholly-owned subsidiary of the Lendlease Trust, provided that Lendlease Responsible Entity Limited (in its capacity as responsible entity for Lendlease Trust) has procured and ensured that such LLT Subsidiary or Lendlease Trust (as the case may be) has executed and delivered to the Joint Bookrunners an undertaking to the effect that such LLT Subsidiary will undertake to comply with the foregoing restrictions to remain in effect for the unexpired period of the First Lock-up Period (as the case may be) and the Second Lock-up Period in relation to its effective interest in 50.0% of the Lock-up Units.

If, for any reason, the Offering is not completed within six months from the date of registration of this Prospectus, the lock-up arrangements described above will be terminated.

The Manager

Subject to the exceptions described below, the Manager has agreed with the Joint Bookrunners that it will not (and will not cause or permit Lendlease Global REIT to), for the First Lock-up Period, without the prior written consent of each of the Joint Bookrunners (such consent not to be unreasonably withheld or delayed), directly or indirectly:

- allot, issue, offer, pledge, sell, contract to issue or sell, grant any option to purchase, grant security over, swap, hedge, transfer, encumber or otherwise dispose of any Units (or any securities convertible into or exchangeable for Units or part thereof or which carry rights to subscribe for or purchase any Units or part thereof);
- enter into any swap, hedge or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any Units or any other securities of Lendlease Global REIT or any of its subsidiaries or any interest in any of the foregoing (including any securities convertible into or exercisable or exchangeable for any Units or which carry rights to subscribe for or purchase Units or any other securities of Lendlease Global REIT or any of its subsidiaries);
- enter into any transaction (including a derivative transaction) with a similar economic effect to the foregoing;
- deposit any or all of its effective interest in the Units (or any securities convertible into or exchangeable for any Units or part thereof or which carry rights to subscribe for or purchase Units or part thereof) in any depository receipt facility;
- enter into a transaction which is designed or which may reasonably be expected to result in any of the above; or
- publicly announce any intention to do any of the above.

The restrictions described in the preceding paragraph do not apply to the issuance of (i) the Units to be offered under the Offering; (ii) the LLT Sub-Trust Units; (iii) the Cornerstone Units; (iv) all the Units which will be issued to the Manager from time to time in full or part payment of the Manager’s fees (including the IPO Acquisition Fee Units); (v) all the Units which will be issued to any of the Property Managers from time to time in full or part payment of the Property Managers’ respective fees and (vi) all the Units which will be issued to any of the Asset Managers from time to time in full or part payment of the fees of the respective Asset Managers.

Additionally, the restrictions described in the preceding paragraphs do not prohibit the Manager from selling, contracting to sell, granting security over, encumbering or otherwise disposing of any Units issued to it in satisfaction of any fees payable to the Manager under the Trust Deed.

For the avoidance of doubt, notwithstanding the above, 100% of the IPO Acquisition Fee Units held by the Manager may not be sold within one year from the date of their issuance.

If, for any reason, the Offering is not completed within six months from the date of registration of this Prospectus, the lock-up arrangements described above will be terminated.

SGX-ST LISTING

Lendlease Global REIT has received a letter of eligibility from the SGX-ST for the listing and quotation of the Units on the Main Board of the SGX-ST. The SGX-ST assumes no responsibility for the correctness of any statements or opinions made or reports contained in this Prospectus. Admission to the Official List of the SGX-ST is not to be taken as an indication of the merits of the Offering, Lendlease Global REIT, the Manager, the Trustee or the Units. It is expected that the Units will commence trading on the SGX-ST on a “ready” basis on or about 2 October 2019, 2.00 p.m..

Prior to this Offering, there has been no trading market for the Units. There can be no assurance that an active trading market will develop for the Units, or that the Units will trade in the public market subsequent to this Offering at or above the Offering Price. (See “Risk Factors – Risks Relating to an Investment in the Units – The Units have never been publicly traded and the listing and quotation of the Units on the Main Board of the SGX-ST may not result in an active or liquid market for the Units” for further details.)

ISSUE EXPENSES

The estimated amount of the expenses in relation to the Offering and the issuance of the LLT Sub-Trust Units and the Cornerstone Units of S\$30.8 million (based on the Offering Price and assuming that the Over-Allotment Option is not exercised) includes the Underwriting, Selling and Management Commission¹, professional and other fees and all other incidental expenses in relation to the Offering and the issuance of the LLT Sub-Trust Units and the Cornerstone Units, which will be borne by Lendlease Global REIT. A breakdown of these estimated expenses is as follows:

	(S\$'000)
Professional and other fees ⁽¹⁾	13,665
Underwriting, Selling and Management Commission ⁽²⁾	15,177
Miscellaneous Offering expenses ⁽³⁾	1,947
	<hr/>
Total estimated expenses of the Offering and issuance of the Cornerstone Units and LLT Sub-Trust Units⁽⁴⁾	30,789
	<hr/> <hr/>

1 Assuming that the Underwriting, Selling and Management Commission is equal to 2.05% of the total proceeds of the Offering.

Notes:

- (1) Includes solicitors' fees, financial advisory fees and fees for the Reporting Accountants, the Independent Tax Advisers (as defined herein) and other professionals' fees and other expenses.
- (2) Such commission represents 2.05% of the total proceeds of the Offering (based on the Offering Price) and the proceeds raised from the issuance of Cornerstone Units assuming the Over-Allotment Option is not exercised. If the maximum amount of Underwriting, Selling and Management Commission is payable by the Manager, it would amount to S\$17.4 million or 2.35% of the total proceeds of the Offering (based on the Offering Price) and the proceeds raised from the issuance of Cornerstone Units, assuming the Over-Allotment Option is not exercised.
- (3) Based on the Offering Price. Includes cost of prospectus production, road show expenses and certain other expenses incurred or to be incurred in connection with the Offering.
- (4) If the maximum amount of Underwriting, Selling and Management Commission is payable by the Manager, then the estimated amount of the expenses in relation to the Offering and the issuance of the LLT Sub-Trust Units and the Cornerstone Units is S\$33.0 million.

DISTRIBUTION AND SELLING RESTRICTIONS

None of the Manager, the Sponsor or the Joint Bookrunners have taken any action, or will take any action, in any jurisdiction other than Singapore that would permit a public offering of Units, or the possession, circulation or distribution of this Prospectus or any other material relating to the Offering in any jurisdiction other than Singapore where action for that purpose is required.

Accordingly, each purchaser of the Units may not offer or sell, directly or indirectly, any Units and may not distribute or publish this Prospectus or any other offering material or advertisements in connection with the Units in or from any country or jurisdiction except in compliance with any applicable rules and regulations of such country or jurisdiction.

Each purchaser of the Units is deemed to have represented and agreed that it will comply with the selling restrictions set out below for each of the following jurisdictions:

Selling Restrictions**Australia**

This document does not constitute a prospectus, product disclosure statement or other disclosure document in Australia and will not be lodged with ASIC. No formal offering document has been or will be lodged with ASIC or otherwise prepared in Australia in respect of the offer of the Units. The provision of this document to any person in Australia does not constitute an offer of the Units to that person or an invitation to that person to apply for Units. Any such offer or invitation will only be extended to a person in Australia if that person is a wholesale client for the purposes of section 761G of the Corporations Act 2001 (Cth) ("**Corporations Act**") and is either a sophisticated investor or is a professional investor for the purposes of sections 708(8) or 708(11) of the Corporations Act respectively, in each case a "wholesale investor".

By retaining this document, the recipient represents that the recipient is a wholesale investor. This document is not intended to be distributed or passed on, directly or indirectly, to any other class of persons in Australia.

The Manager is not licensed in Australia to provide financial product advice in relation to the Units. No persons referred to in this document hold an Australian financial services licence.

The information in this document has been prepared without taking into account any investor's investment objectives, financial situation or particular needs. Before acting on the information the investor should consider its appropriateness having regard to their investment objectives, financial situation and needs and consider obtaining their own financial product advice from an independent person who is licensed by the ASIC to give such advice. This document has not been

prepared specifically for Australian investors and does not purport to include all of the information required in a product disclosure statement, prospectus or other disclosure document under the Corporations Act.

If a person to whom the Units are issued on-sells those Units within 12 months from their issue, that person will be required to lodge a prospectus with ASIC unless either that sale is to another wholesale investor or the sale offer is received outside Australia.

United States

The Units have not been and will not be registered under the Securities Act and, subject to certain exceptions, may not be offered or sold within the United States.

The Units are being offered and sold outside of the United States in reliance on Regulation S and to certain U.S. investors on a limited basis, pursuant to an exemption from the registration requirements of the Securities Act, who have agreed, among other things, to restrictions on transfer.

In addition, until 40 days after the commencement of the offering of the Units an offer or sale of Units within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act.

Notice to investors in the European Economic Area

For the purposes of AIFMD, the Lendlease Global REIT will constitute a non-EU AIF whose AIF Manager is the Manager, itself a non-EU AIF Manager. Each member state of the European Economic Area (previously defined as the “**EEA**”) is adopting or has adopted legislation implementing AIFMD into national law. Under AIFMD, marketing to any investor domiciled or with a registered office in the EEA will be restricted by such laws and no such marketing shall take place except as permitted by such laws. The Units may only be offered and issued in accordance with applicable laws in relevant member states, and potential investors should ensure they are able to subscribe for Units in accordance with those laws.

The Units may only be made available for purchase in the EEA by professional investors, being investors that are considered to be a professional client or may, on request, be treated as a professional client, within the meaning of Annex II to Directive 2014/65/EU (MiFID II).

The Prospectus may only be distributed to persons in member states of the EEA, who are “qualified investors” within the meaning of Article 2(1)(e) of the Prospectus Directive (2003/71/EC) as amended or superseded, including by Directive 2010/73/EU or by Regulation (EU) 2017/1129.

United Kingdom

The Prospectus may only be distributed to persons to whom a financial promotion can be made in accordance with paragraph 29(3) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (as amended) and any other professional investors to whom it may be communicated lawfully (all such persons together being referred to as “**FSA Relevant Persons**”). In the United Kingdom, the Prospectus is directed only at FSA Relevant Persons and must not be acted on or relied on by persons who are not FSA Relevant Persons. Any investment or investment activity to which the Prospectus relates is available only to FSA Relevant Persons and will be engaged in only with FSA Relevant Persons.

United Arab Emirates (Excluding The Dubai International Financial Centre)

This Prospectus is strictly private and confidential and is being issued to a limited number of investors who are each exempt from the requirements of The Securities and Commodities Authority (“**UAE-SCA**”) Board of Directors’ Chairman Decision No.(9/R.M) of 2016 Concerning the Regulations as to Mutual Funds (as amended) (the “**UAE Mutual Funds Regulations**”) and the UAE-SCA Board of Directors’ Chairman Decision No.(3/R.M.) of 2017 on The Regulation of Promotion and Introduction (“**UAE-PIRS**”).

No units have been or are being publicly offered, sold, promoted or advertised in the United Arab Emirates (“**UAE**”) in accordance with the UAE Mutual Funds Regulations or the UAE-PIRS. The units will be sold outside the UAE and are not part of a public offering. The issuer, the REIT manager, this Prospectus and the relevant documents have not been reviewed, approved or licensed by the UAE Central Bank, UAE-SCA or any other relevant licensing authorities or governmental agencies in the UAE. This Prospectus is strictly private and confidential and has not been reviewed, deposited or registered with any licensing authority or governmental agency in the UAE.

This Prospectus must not be shown, made available or provided to any person other than the original recipient and may not be reproduced or used for any other purpose. The units may not be offered or sold directly or indirectly to the public in the UAE. If you do not understand the contents of this Prospectus you should consult an authorised financial adviser.

Dubai International Financial Centre

This Prospectus relates to a fund which is not subject to any form of regulation or approval by The Dubai Financial Services Authority (“**DFSA**”).

The DFSA has no responsibility for reviewing or verifying any prospectus or other documents in connection with this fund. Accordingly, the DFSA has not approved this Prospectus or any other associated documents nor taken any steps to verify the information set out in this Prospectus, and has no responsibility for it.

This Prospectus is intended for distribution only to persons of a type specified in the DFSA’s rules (i.e., “**DFSA Professional Clients**”) and must not, therefore, be delivered to, or relied on by, any other type of person. This Prospectus is for the exclusive use of the persons to whom it is addressed and in connection with the subject matter contained therein.

The units to which this Prospectus relates may be illiquid and/or subject to restrictions on their resale. Prospective purchasers should conduct their own due diligence on the units.

If you do not understand the contents of this Prospectus, you should consult an authorised financial adviser.

Hong Kong

Each Joint Global Coordinator, Joint Bookrunner and Underwriter has acknowledged that Lendlease Global Commercial REIT has not been authorised by the Hong Kong Securities and Futures Commission and has represented and agreed that it will not issue, or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation, or document relating to the Units, which is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to the Units which are or are intended to be

disposed of only to persons outside Hong Kong or only to “professional investors” as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong (the “HK-SFO”) and any rules made under the HK-SFO.

This Prospectus is intended solely for the use of the person to whom it has been delivered for the purpose of evaluating a possible investment by the recipient in the Units described herein and is not to be reproduced or distributed to any other persons (other than professional advisors of the prospective investor receiving this Prospectus).

Israel

The shares issued hereunder have not been and will not be approved for an offer to the public in Israel nor registered for trade in Israel under and in accordance with the Israeli Securities Law, 1968. Accordingly, the shares issued hereunder may not be offered, sold, pledged or otherwise transferred except pursuant to and in accordance with an exemption from any and all requirements related to such offer to the public under the Israeli Securities Law, 1968, and in a manner and circumstances that will not give rise to any requirement related to an offer to the public under any applicable law.

Switzerland

The Units may not be publicly offered, sold or advertised, directly or indirectly, in, into or from Switzerland and will not be listed on the SIX Swiss Exchange or on any other exchange or regulated multilateral or organised trading facility in Switzerland. Neither this Prospectus nor any other offering or marketing material relating to the Units constitutes a prospectus as such term is understood pursuant to article 652a of the Swiss Code of Obligations or a listing prospectus within the meaning of the listing rules of the SIX Swiss Exchange or any other regulated multilateral or organised trading facility in Switzerland, and neither this Prospectus nor any other offering or marketing material relating to the Units may be publicly distributed or otherwise made publicly available in Switzerland. The documentation of the Lendlease Global Commercial REIT has not been and will not be filed and approved by the Swiss Financial Market Supervisory Authority FINMA.

This Prospectus may only be freely circulated and Units may only be freely offered, or sold to certain qualified investors as defined in the Federal Act on Collective Investment Schemes and its implementing ordinance, namely regulated financial intermediaries such as banks, securities dealers, fund management companies, asset managers of collective investment schemes and central banks as well as to regulated insurance companies. Circulating this Prospectus and offering, distributing or selling Units to other persons or entities, including other qualified investors, may trigger, in particular, (i) licensing/prudential supervision requirements for the distributor and/or the Lendlease Global Commercial REIT, (ii) a requirement to appoint a representative and paying agent in Switzerland and (iii) the necessity of a written distribution agreement between the representative in Switzerland and the distributor. Accordingly, legal advice should be sought before providing this Prospectus to and offering, distributing or selling/on-selling Units in the Lendlease Global Commercial REIT to any other persons or entities.

If you (or any person for whom you are acquiring the Units) are in Switzerland, you (and any such person) represent and warrant that you are a regulated financial intermediary such as banks, securities dealers, fund management companies, asset managers of collective investment schemes and central banks or a regulated insurance company.

General

Each applicant for Units in the Offering will be deemed to have represented and agreed that it is relying on this Prospectus and not on any other information or representation not contained in this Prospectus and none of Lendlease Global REIT, the Manager, the Trustee, the Sponsor, the Joint Bookrunners or any other person responsible for this Prospectus or any part of it will have any liability for any such other information or representation.

CLEARANCE AND SETTLEMENT

INTRODUCTION

A letter of eligibility has been obtained from the SGX-ST for the Listing of the Units. For the purpose of trading on the SGX-ST, a board lot for the Units will comprise 100 Units.

Upon Listing the Units will be traded under the electronic book-entry clearance and settlement system of CDP. All dealings in and transactions of the Units through the SGX-ST will be effected in accordance with the terms and conditions for the operation of Securities Accounts, as amended from time to time.

CDP, a wholly-owned subsidiary of Singapore Exchange Limited, is incorporated under the laws of Singapore and acts as a depository and clearing organisation. CDP holds securities for its account-holders and facilitates the clearance and settlement of securities transactions between account-holders through electronic book-entry changes in the Securities Accounts maintained by such accountholders with CDP.

It is expected that the Units will be credited into the Securities Accounts of applicants for the Units within four Market Days after the closing date for applications for the Units.

CLEARANCE AND SETTLEMENT UNDER THE DEPOSITORY SYSTEM

The Units will be registered in the name of CDP or its nominee and held by CDP for and on behalf of persons who maintain, either directly or through depository agents, Securities Accounts with CDP. Persons named as direct Securities Account holders and depository agents in the depository register maintained by CDP will be treated as Unitholders in respect of the number of Units credited to their respective Securities Accounts.

Transactions in the Units under the book-entry settlement system will be reflected by the seller's Securities Account being debited with the number of Units sold and the buyer's Securities Account being credited with the number of Units acquired and no transfer stamp duty is currently payable for the transfer of Units that are settled on a book-entry basis.

Units credited to a Securities Account may be traded on the SGX-ST on the basis of a price between a willing buyer and a willing seller. Units credited into a Securities Account may be transferred to any other Securities Account with CDP, subject to the terms and conditions for the operation of Securities Accounts and a S\$10.00 transfer fee payable to CDP. All persons trading in the Units through the SGX-ST should ensure that the relevant Units have been credited into their Securities Account, prior to trading in such Units, since no assurance can be given that the Units can be credited into the Securities Account in time for settlement following a dealing. If the Units have not been credited into the Securities Account by the due date for the settlement of the trade, the buy-in procedures of the SGX-ST will be implemented.

CLEARING FEES

A clearing fee for the trading of Units on the SGX-ST is payable at the rate of 0.0325% of the transaction value. The clearing fee, and the deposit fee and unit withdrawal fee that CDP may charge may be subject to the prevailing GST.

Dealings in the Units will be carried out in Singapore dollars and will be effected for settlement in CDP on a scripless basis. Settlement of trades on a normal "ready" basis on the SGX-ST generally takes place on the second Market Day following the transaction date. CDP holds securities on behalf of investors in Securities Accounts. An investor may open a direct account with CDP or a sub-account with any CDP depository agent. A CDP depository agent may be a member company of the SGX-ST, bank, merchant bank or trust company.

EXPERTS

KPMG LLP, the Reporting Accountants, was responsible for preparing the Reporting Accountants' Report on the Profit Forecast and Profit Projection and the Reporting Accountants' Report on the Compilation of Unaudited Pro Forma Consolidated Balance Sheet as at Listing Date found in Appendix A and Appendix B of this Prospectus, respectively.

Ernst & Young Solutions LLP, the Independent Tax Adviser, was responsible for preparing the Independent Taxation Report found in Appendix D of this Prospectus.

CBRE Singapore and Colliers Singapore, the Independent Valuers of the Singapore Property, and CBRE UK and Colliers Italy, the Independent Valuers of the Milan Property, were responsible for preparing the respective Independent Property Valuation Summary Reports found in Appendix E of this Prospectus for the Singapore Property and the Milan Property.

CBRE Singapore, the Independent Market Research Consultant, was responsible for preparing the Independent Property Market Research Report found in Appendix F of this Prospectus.

Each of the Independent Tax Adviser, the Independent Valuers and the Independent Market Research Consultant have each given and have not withdrawn their written consents to the issue of this Prospectus with the inclusion herein of their names and their respective write-ups and reports and all references thereto in the form and context in which they respectively appear in this Prospectus, and to act in such capacity in relation to this Prospectus.

None of Allen & Gledhill LLP, Bonelli Erede Studio Legale, Chiomenti Studio Legale, WongPartnership LLP, Linklaters Singapore Pte. Ltd. or Dentons Rodyk & Davidson LLP, makes, or purports to make, any statement in this Prospectus and none of them is aware of any statement in this Prospectus which purports to be based on a statement made by it and it makes no representation, express or implied, regarding, and takes no responsibility for, any statement in or omission from this Prospectus.

REPORTING ACCOUNTANTS

KPMG LLP, the Reporting Accountants, have given and have not withdrawn their consent to the issue of this Prospectus for the inclusion herein of:

- their name;
- the Reporting Accountants' Report on the Compilation of Unaudited Pro Forma Consolidated Balance Sheet as at the Listing Date; and
- the Reporting Accountants' Report on the Profit Forecast and Profit Projection,

in the form and context in which they appear in this Prospectus, and references to its name and such reports in the form and context which they appear in this Prospectus and to act in such capacity in relation to this Prospectus.

GENERAL INFORMATION

RESPONSIBILITY STATEMENT BY THE DIRECTORS

- (1) The Directors collectively and individually accept full responsibility for the accuracy of the information given in this Prospectus and confirm after making all reasonable enquiries that, to the best of their knowledge and belief, this Prospectus constitutes full and true disclosure of all material facts about the Offering, the Lendlease Global REIT Group, and the Directors are not aware of any facts the omission of which would make any statement in this Prospectus misleading, and the Directors are satisfied that the Profit Forecast and Profit Projection contained in “Profit Forecast and Profit Projection” have been stated after due and careful enquiry. Where information in this Prospectus has been extracted from published or otherwise publicly available sources or obtained from a named source, the sole responsibility of the Directors has been to ensure that such information has been accurately and correctly extracted from those sources and/or reproduced in this Prospectus in its proper form and context.

MATERIAL BACKGROUND INFORMATION

- (2) There are no legal or arbitration proceedings pending or, so far as the Directors are aware, threatened against the Manager the outcome of which, in the opinion of the Directors, may have or have had during the 12 months prior to the date of this Prospectus, a material adverse effect on the financial position of the Manager.
- (3) There are no legal or arbitration proceedings pending or, so far as the Directors are aware, threatened against Lendlease Global REIT the outcome of which, in the opinion of the Directors, may have or have had during the 12 months prior to the date of this Prospectus, a material adverse effect on the financial position (on a pro forma basis) of Lendlease Global REIT.
- (4) The name, age and address of each of the Directors are set out in “The Manager and Corporate Governance – Directors of the Manager”. A list of the present and past directorships of each Director and executive officer of the Manager over the last five years preceding the Latest Practicable Date is set out in Appendix H “List of Present and Past Principal Directorships of Directors and Executive Officers”.
- (5) There is no family relationship among the Directors and executive officers of the Manager.
- (6) None of the Directors or executive officers of the Manager is or was involved in any of the following events:
 - (i) at any time during the last 10 years, an application or a petition under any bankruptcy laws of any jurisdiction filed against him or against a partnership of which he was a partner at the time when he was a partner or at any time within two years from the date he ceased to be a partner;
 - (ii) at any time during the last 10 years, an application or a petition under any law of any jurisdiction filed against an entity (not being a partnership) of which he was a director or an equivalent person or a key executive, at the time when he was a director or an equivalent person or a key executive of that entity or at any time within two years from the date he ceased to be a director or an equivalent person or a key executive of that entity, for the winding up or dissolution of that entity or, where that entity is the trustee of a business trust, that business trust, on the ground of insolvency;
 - (iii) any unsatisfied judgement against him;

- (iv) a conviction of any offence, in Singapore or elsewhere, involving fraud or dishonesty which is punishable with imprisonment, or has been the subject of any criminal proceedings (including any pending criminal proceedings of which he is aware) for such purpose;
- (v) a conviction of any offence, in Singapore or elsewhere, involving a breach of any law or regulatory requirement that relates to the securities or futures industry in Singapore or elsewhere, or has been the subject of any criminal proceedings (including any pending criminal proceedings of which he is aware) for such breach;
- (vi) at any time during the last 10 years, judgement having been entered against him in any civil proceedings in Singapore or elsewhere involving a breach of any law or regulatory requirement that relates to the securities or futures industry in Singapore or elsewhere, or a finding of fraud, misrepresentation or dishonesty on his part, or any civil proceedings (including any pending civil proceedings of which he is aware) involving an allegation of fraud, misrepresentation or dishonesty on his part;
- (vii) a conviction in Singapore or elsewhere of any offence in connection with the formation or management of any entity or business trust;
- (viii) disqualification from acting as a director or an equivalent person of any entity (including the trustee of a business trust), or from taking part directly or indirectly in the management of any entity or business trust;
- (ix) any order, judgement or ruling of any court, tribunal or governmental body permanently or temporarily enjoining him from engaging in any type of business practice or activity;
- (x) to his knowledge, been concerned with the management or conduct, in Singapore or elsewhere, of the affairs of:
 - (a) any corporation which has been investigated for a breach of any law or regulatory requirement governing corporations in Singapore or elsewhere;
 - (b) any entity (not being a corporation) which has been investigated for a breach of any law or regulatory requirement governing such entities in Singapore or elsewhere;
 - (c) any business trust which has been investigated for a breach of any law or regulatory requirement governing business trusts in Singapore or elsewhere; or
 - (d) any entity or business trust which has been investigated for a breach of any law or regulatory requirement that relates to the securities or futures industry in Singapore or elsewhere,

in connection with any matter occurring or arising during the period when he was so concerned with the entity or business trust; or
- (xi) the subject of any current or past investigation or disciplinary proceedings, or has been reprimanded or issued any warning, by the Authority or any other regulatory authority, exchange, professional body or government agency, whether in Singapore or elsewhere.

MATERIAL CONTRACTS

- (7) The dates of, parties to, and general nature of every material contract which the Lendlease Global REIT Group has entered into within the two years preceding the date of this Prospectus (not being contracts entered into in the ordinary course of the business of Lendlease Global REIT) are as follows:
- (i) the Trust Deed;
 - (ii) the Sale and Purchase Agreements;
 - (iii) the Master Property Management Agreement;
 - (iv) the Singapore Property Individual Property Management Agreement;
 - (v) the Milan Property PMA; and
 - (vi) the ROFR.

DOCUMENTS FOR INSPECTION

- (8) Copies of the following documents are available for inspection at the place of business of the Manager which, as at the date of this Prospectus, is located at 2 Tanjong Katong Road, #05-01 Paya Lebar Quarter, Singapore 437161, for a period of six months from the date of this Prospectus (prior appointment would be appreciated):
- (i) the material contracts referred to in paragraph 7 above, save for the Trust Deed (which will be available for inspection for so long as Lendlease Global REIT is in existence);
 - (ii) the Reporting Accountants' Report on the Profit Forecast and Profit Projection as set out in Appendix A of this Prospectus;
 - (iii) the Reporting Accountants' Report and the Compilation of Unaudited Pro Forma Consolidated Balance Sheet as at the Listing Date as set out in Appendix B and Appendix C of this Prospectus;
 - (iv) the Independent Taxation Report as set out in Appendix D of this Prospectus;
 - (v) the Independent Property Valuation Summary Reports as set out in Appendix E of this Prospectus as well as the full valuation reports for each of the Properties;
 - (vi) the Independent Property Market Research Report set out in Appendix F of this Prospectus;
 - (vii) the written consents of the Reporting Accountants, the Independent Valuers, the Independent Market Research Consultant and the Independent Tax Advisers (see "Experts" and "Reporting Accountants" for further details);
 - (viii) the LLT Sub-Trust Subscription Agreement;
 - (ix) the separate subscription agreements entered into between the Manager and the Cornerstone Investors to subscribe for the Cornerstone Units; and
 - (x) the Depository Services Terms and Conditions.

CONSENTS OF THE SOLE FINANCIAL ADVISER AND ISSUE MANAGER, THE JOINT GLOBAL COORDINATORS AND THE JOINT BOOKRUNNERS AND UNDERWRITERS

- (9) DBS Bank Ltd. has given and not withdrawn its written consent to being named in this Prospectus as the Sole Financial Adviser and Issue Manager to the Offering.
- (10) DBS Bank Ltd. and Citigroup Global Markets Singapore Pte. Ltd. have given and not withdrawn their written consents to being named in this Prospectus as the Joint Global Coordinators, Bookrunners and Underwriters to the Offering.

WAIVERS FROM THE SGX-ST

- (11) The Manager has obtained from the SGX-ST waivers from compliance with the following listing rules under the Listing Manual:
- (i) Rule 246(5)(a), which requires the listing application to include declarations by each controlling unitholder of Lendlease Global REIT, in the form set out in paragraph 8, Part VII of the Fifth Schedule, Securities and Futures (Offers of Investments)(Shares and Debentures) Regulations 2018, with respect to the provision of declarations by Lendlease Trust as a controlling unitholder of Lendlease Global REIT;
 - (ii) Rule 246(6), which requires the directors, executive officers, controlling unitholders and partners of the controlling unitholders to provide their resumes and particulars together with the submission of the listing application, with respect to the provision of the resumes and particulars by Lendlease Trust and its directors, executive officers, controlling unitholders and partners of the controlling unitholders, subject to the Issue Manager informing the SGX-ST, prior to the listing of Lendlease Global REIT, of any material changes to the resumes and particulars of the above parties;
 - (iii) Rule 404(3)(a), which requires a REIT to limit its investments in companies which are related to its substantial unitholders, investment managers or management companies, to a maximum of 10% of gross assets; and Rule 404(3)(c) which requires a REIT to restrict investments in unlisted securities to 30% of gross assets, subject to compliance with the requirements under Chapter 9 of the Listing Manual and the CIS Code;
 - (iv) Rule 404(5), which requires the management company to be reputable and have an established track record in managing investments, subject to the management team in the Manager having the relevant experience as required under Rule 404(6);
 - (v) Rule 407(4), which requires the submission of the financial track record of the investment manager, investment adviser and persons employed by them in the application to the SGX-ST for the listing of Lendlease Global REIT, subject to the management team in the Manager having the relevant experience as required under Rule 404(6); and
 - (vi) Rule 705(2), which requires a REIT to announce its financial statements for the first three quarters of its financial year immediately after the figures are available, but in any event not later than 45 days after the relevant financial period, and Lendlease Global REIT shall announce its first financial results for the period from the Listing Date to 31 December 2019 not later than 45 days after the quarter end.

- (12) The Manager has obtained confirmation from the SGX-ST that it has no comments on Lendlease Global REIT's compliance with the following listing rules under the Listing Manual:
- (i) Rule 409(3), which requires the annual accounts of Lendlease Global REIT for the last three financial years to be submitted to the SGX-ST, subject to disclosure in the Prospectus of: (i) the unaudited pro forma balance sheet as at the Listing Date; (ii) the profit forecast for the financial year ending 30 June 2020 and profit projection for the financial year ending 30 June 2021 and that the financial results of the Properties would only be accounted after the acquisition of the Properties on the Listing Date; and (iii) the reasons for which Lendlease Global REIT is unable to provide the historical audited financial information of the IPO Portfolio; and
 - (ii) with Rule 609(b), on the provision of the pro forma income statement or statement of comprehensive income of Lendlease Global REIT for the latest three financial years and for the most recent interim period (if applicable) as if the restructured group had been in existence at the beginning of the period reported on, subject to disclosure in the Prospectus of: (i) the unaudited pro forma balance sheet as at the Listing Date; (ii) profit forecast for the financial year ending 30 June 2020 and profit projection for the financial year ending 30 June 2021 and that the financial results of the Properties would only be accounted after the acquisition of the Properties on the Listing Date; and (iii) the reasons for which Lendlease Global REIT is unable to provide the historical pro forma financial information of the IPO Portfolio.

WAIVERS FROM THE MAS

- (13) The Manager has obtained from the MAS waivers from compliance with paragraph 4.3 (read with paragraph 5.1.1) of the Property Funds Appendix in respect of the requirement for a REIT's statement of total return and balance sheet presented at its annual general meeting to be prepared in accordance with the Statement of Recommended Accounting Practice 7: Reporting Framework for Unit Trusts.

MISCELLANEOUS

- (14) The financial year end of Lendlease Global REIT is 30 June and the first reporting period for Lendlease Global REIT will be from the Listing Date to 31 December 2019.
- (15) A full valuation of each of the real estate assets held by Lendlease Global REIT will be carried out at least once a year in accordance with the Property Funds Appendix. Generally, where the Manager proposes to issue new Units (except in the case where new Units are being issued in payment of the Manager's Management Fees and in payment of the Property Manager's Property Management Fee) or to redeem existing Units, a valuation of the real properties held by Lendlease Global REIT must be carried out in accordance with the Property Funds Appendix. The Manager or the Trustee may at any other time arrange for the valuation of any of the real properties held by Lendlease Global REIT if it is of the opinion that it is in the best interest of Unitholders to do so.
- (16) While Lendlease Global REIT is listed on the SGX-ST, investors may check the SGX-ST website <http://www.sgx.com> for the prices at which Units are being traded on the SGX-ST. Investors may also check one or more major Singapore newspapers such as *The Straits Times*, *The Business Times* and *Lianhe Zaobao*, for the price range within which Units were traded on the SGX-ST on the preceding day.
- (17) The Manager does not intend to receive soft dollars (as defined in the CIS Code) in respect of Lendlease Global REIT. Save as disclosed in this Prospectus, unless otherwise permitted under the Listing Manual, neither the Manager nor any of its Associates will be entitled to

receive any part of any brokerage charged to Lendlease Global REIT, or any part of any fees, allowances or benefits received on purchases charged to Lendlease Global REIT.

- (18) There is no benchmark applicable to Lendlease Global REIT as it is a real estate investment trust to be listed on the SGX-ST.

GLOSSARY

%	:	Per centum or percentage
Acquisition Fee	:	<p>Pursuant to Clause 15.2.1 of the Trust Deed, 1.0% of each of the following as is applicable (subject to there being no double-counting):</p> <ul style="list-style-type: none">• the acquisition price of any real estate purchased, whether directly or indirectly through one or more SPVs, by Lendlease Global REIT (plus any other payments in addition to the acquisition price made by Lendlease Global REIT or its SPVs to the vendor in connection with the purchase of the real estate) (pro-rated, if applicable, to the proportion of Lendlease Global REIT's interest);• 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 Lendlease Global REIT, whether directly or indirectly through one or more SPVs (plus any additional payments made by Lendlease Global REIT or its SPVs to the vendor in connection with the purchase of such equity interests) (pro-rated, if applicable, to the proportion of Lendlease Global REIT's interest); or• the acquisition price of any investment purchased by Lendlease Global REIT, 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
Advisory Committee	:	The advisory committee of the Italy AIF
AEW	:	AEW Asia Pte Ltd
Agreed Purchase Price	:	The agreed purchase price for both Properties pursuant to the Sale and Purchase Agreements, being a total of approximately S\$1,403.3 million
Aggregate Leverage	:	The total borrowings and deferred payments (if any) as a percentage of the Deposited Property
AIF	:	An alternative investment fund
AIF Management Regulations	:	The management regulations of the Italy AIF
AIF Manager	:	The fund manager of an AIF

AIFMD	:	The Directive 2011/61/EU on alternative investment fund AIF Managers
Application Forms	:	The printed application forms to be used for the purpose of the Offering and which form part of this Prospectus
Application List	:	The list of applicants subscribing for Units which are the subject of the Public Offering
Appraised Value	:	The aggregate of the higher of the two independent valuations for each Property conducted by the Independent Valuers in respect of each Property
ARIF1	:	Lendlease Asian Retail Investment Fund 1 Limited
ASIC	:	The Australian Securities and Investments Commission
Asset Manager	:	Any asset or investment manager of Lendlease Global REIT, which for the avoidance of doubt, shall include the Third Party AIFM or the Lendlease AIFM, as applicable
Associate	:	Has the meaning ascribed to it in the Listing Manual
ASX	:	The Australian Securities Exchange
ATM	:	Automated teller machine
Audit and Risk Committee	:	The audit and risk committee of the Board
Authorised Investments	:	Means: <ul style="list-style-type: none"> (i) real estate; (ii) any improvement or extension of or addition to, or reconstruction, refurbishment, retrofitting, renovation or other development of any real estate or any building thereon; (iii) real estate-related assets, wherever the issuers, assets or securities are incorporated, located, issued or traded; (iv) listed or unlisted debt securities and listed shares or stock and (if permitted by the Authority) unlisted shares or stock of or issued by local or foreign non-property companies or corporations; (v) government securities (issued on behalf of the Singapore Government or governments of other countries) and securities issued by a supra-national agency or a Singapore statutory board;

- (vi) cash and cash equivalent items;
- (vii) financial derivatives only for the purposes of (a) hedging existing positions in Lendlease Global REIT's portfolio where there is a strong correlation to the underlying investments or (b) efficient portfolio management, PROVIDED THAT such derivatives are not used to gear the overall portfolio of Lendlease Global REIT or intended to be borrowings or any form of financial indebtedness of Lendlease Global REIT; and
- (viii) any other investment not covered by paragraph (i) to (vii) of this definition but specified as a permissible investment in the Property Funds Appendix and selected by the Manager for investment by Lendlease Global REIT and approved by the Trustee in writing

Authority or MAS	:	Monetary Authority of Singapore
Base Fee	:	0.30% per annum of Lendlease Global REIT's Deposited Property
Binding Commitment	:	The binding commitment (in the form of a sale and purchase agreement or a put and call option agreement, whether conditional or unconditional) for the purchase of the asset within 60 days (or such other period as may be mutually agreed by the Trustee and the Relevant Entity) from the date of the Trustee's receipt of written notice of an offer from the Lendlease Group together with the relevant offer documents and other supporting documentation as required by the terms of the ROFR
Board	:	The board of directors of the Manager
CBD	:	Central Business District
CBRE Singapore	:	CBRE Pte. Ltd.
CBRE UK	:	CBRE Limited
CDP	:	The Central Depository (Pte) Limited
CIS Code	:	The Code on Collective Investment Schemes issued by the MAS
CMS Licence	:	Capital markets services licence for REIT management
Colliers Italy	:	Colliers Real Estate Services Italia Srl con socio unico
Colliers Singapore	:	Colliers International Consultancy & Valuation (Singapore) Pte. Ltd.

Companies Act	:	Companies Act, Chapter 50 of Singapore
Consolidated Financial Act (Italy)	:	Legislative Decree no. 58 of 24 February 1998 of Italy
controlling shareholder	:	As defined in the Listing Manual, means a person who: <ul style="list-style-type: none"> (i) holds directly or indirectly 15.0% or more of the total number of issued shares (excluding treasury shares) of a company; or (ii) in fact exercises control over a company, where “control” refers to the capacity to dominate decision-making, directly or indirectly, in relation to the financial and operating policies of a company
Cornerstone Investors	:	The cornerstone investors being AEW, Asdew Acquisitions Pte Ltd, funds and accounts under management by investment management subsidiaries of BlackRock, Inc., DBS Bank Ltd. (on behalf of certain wealth management clients), DBS Vickers (on behalf of certain corporate clients), Fullerton (acting as manager for and on behalf of certain funds and investment accounts under its management), Lion Global Investors, Moon Capital, Nikko Asset Management, Principal Singapore, Soon Lee Land Pte. Ltd., The Segantii Asia-Pacific Equity Multi-Strategy Fund and TMBAM
Cornerstone Units	:	The 453,785,013 Units to be issued to the Cornerstone Investors
Corporations Act	:	The Corporations Act 2001 (Cth) of Australia
CPI	:	Consumer Price Index
DBS Vickers	:	DBS Vickers Securities (Singapore) Pte. Ltd.
Deposited Property	:	All the assets of Lendlease Global REIT, including all the Authorised Investments of Lendlease Global REIT for the time being held or deemed to be held by Lendlease Global REIT under the Trust Deed. Where the proportion of Lendlease Global REIT’s economic interests and its voting rights in an SPV differ, the Deposited Property shall be based on Lendlease Global REIT’s economic interests in such SPV
Depository Services Terms and Conditions	:	CDP’s depository services terms and conditions in relation to the deposit of the Units in CDP

Development Management Fee	:	Pursuant to Clause 15.4 of the Trust Deed, the Manager is entitled to receive a development management fee equivalent to 3.0% of the Total Project Costs incurred in a Development Project (each defined herein) undertaken by the Manager on behalf of Lendlease Global REIT (less any development management fee paid to the Property Manager or any entity engaged by the Manager to perform the services specified)
Development Project	:	A project involving the development of land, or buildings, or part(s) thereof on land which is acquired, held or leased by Lendlease Global REIT, provided always that the Property Funds Appendix shall be complied with for the purposes of such development, but does not include refurbishment, retrofitting and renovations
DFSA	:	The Dubai Financial Services Authority
DFSA Professional Clients	:	Collectively, persons of a type specified in the DFSA's rules which may receive the Prospectus
Directors	:	The directors of the Manager
Distribution Amount	:	The amount as calculated by the Manager in accordance with the formula in the section "Distributions – Distribution Policy"
Distribution Period	:	A distribution period of Lendlease Global REIT
Divestment Fee	:	<p>Pursuant to Clause 15.2.1 of the Trust Deed, 0.5% (or such lower percentage as may be determined by the Manager in its absolute discretion) of each of the following as is applicable (subject to there being no double-counting):</p> <ul style="list-style-type: none"> the sale price of any real estate sold or divested, whether directly or indirectly through one or more SPVs, by Lendlease Global REIT (plus any other payments¹ in addition to the sale price received by Lendlease Global REIT 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 Lendlease Global REIT's interest);

1 "Other payments" refer to additional payments to Lendlease Global REIT or its SPVs for the sale of the asset, for example, where Lendlease Global REIT or its SPVs have already made certain payments for enhancements to the asset, and the value of the asset enhancements is not reflected in the sale price as the asset enhancements are not completed, but "other payments" do not include stamp duty or other payments to third party agents and brokers.

- the underlying value² 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, whether directly or indirectly through one or more SPVs, by Lendlease Global REIT (plus any additional payments received by Lendlease Global REIT 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 Lendlease Global REIT's interest); or
- the sale price of any investment sold or divested by Lendlease Global REIT, 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

DPU	:	Distribution per Unit
EEA	:	European Economic Area
EU	:	European Union
Exempted Agreements	:	The Trust Deed, the Sale and Purchase Agreements, the Master Property Management Agreement, the Singapore Property Individual Property Management Agreement and the AIF Management Regulations to be in place for the Lendlease AIFM
Extension Notice	:	The request by the Trustee (on the recommendation of the Manager) to extend the Singapore Property Manager's appointment for a further term
Extraordinary Resolution	:	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 Unitholders duly convened and held in accordance with the provisions of the Trust Deed
Facilities	:	The unsecured debt facilities consisting of a 3-year S\$99.3 million term loan and a 4-year €285.0 million term loan which Lendlease Global REIT, through the Trustee, has obtained from the Lenders

² For example, if Lendlease Global REIT sells or divests an SPV which holds real estate, such underlying value would be the value of the real estate derived from the amount of equity ascribed to the asset which will be paid to Lendlease Global REIT as the sale price plus any debt at the level of the SPV.

First Distribution	:	The first distribution of Lendlease Global REIT after the Listing Date for the period from the Listing Date to 31 December 2019
First Lock-up Period	:	The period commencing from the Listing Date until the date falling six months after the Listing Date (both dates inclusive)
First-time Director	:	A director who has no prior experience as a director of an issuer listed on the SGX-ST
Forecast Year 2020	:	1 July 2019 to 30 June 2020
FSA Relevant Persons	:	Means such persons to whom a financial promotion can be made in accordance with paragraph 29(3) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 of the United Kingdom (as amended) and any other professional investors to whom it may be communicated lawfully
Fullerton	:	Fullerton Fund Management Company Ltd
Funds	:	Nominated Australian funds/investment vehicles which are managed by Lendlease Corporation, or of which a Lendlease Company is the responsible entity, trustee and/or manager
FY or Financial Year	:	Financial year ended or, as the case may be, ending 30 June
FY2020	:	The period commencing on 1 July 2019 and ending on 30 June 2020 (both dates inclusive)
FY2021	:	The period commencing on 1 July 2020 and ending on 30 June 2021 (both dates inclusive)
FY2022	:	The period commencing on 1 July 2021 and ending on 30 June 2022 (both dates inclusive)
GDP	:	Gross Domestic Product
GLA	:	Gross lettable area
GMR	:	Lendlease Group's Global Minimum Requirements
Gross Rental Income or GRI	:	Rental income received or receivable (before adjusting for leasing incentives such as rent rebates and rent-free periods where applicable) under the respective lease agreements for the Properties, including any turnover rent (if applicable)

Gross Revenue	:	Comprises Gross Rental Income of the properties held by the Lendlease Global REIT Group and other revenue attributable to the operation of the properties held by the Lendlease Global REIT Group, adjusted where appropriate for vacancy provisions, allowances and leasing incentives and/or abatement (See “Profit Forecast and Profit Projection – Assumptions – Gross Rental Income” for further details)
GST	:	Goods and Services Tax
HK-SFO	:	The Securities and Futures Ordinance (Cap. 571) of Hong Kong
IAS 40	:	International Accounting Standard 40 – Investment Property
IFRS	:	International Financial Reporting Standards
Incentive Amounts	:	In relation to the Singapore Property Option Agreement, means an amount of up to S\$3,000,000 for any incentive or inducement payable or provided to a tenant, licensee or occupier of the Singapore Property in relation to a lease or tenancy under the relevant tenancy agreement, licence agreement, occupation agreement, letter of offer or incentive deed including any (i) fit out allowance, (ii) contribution to costs, (iii) reduction in rent, outgoings or other moneys that would otherwise be payable under that tenancy, licence, occupation agreement, letter of offer or incentive deed or (iv) rent-free period, to the extent that these amounts relate to a period on or after completion and have been approved in the applicable annual business plan for the Singapore Property
Income Tax Act	:	Income Tax Act, Chapter 134 of Singapore
Independent Market Research Consultant	:	CBRE Singapore
Independent Tax Adviser	:	Ernst & Young Solutions LLP
Independent Valuers	:	For the Singapore Property: CBRE Singapore and Colliers Singapore For the Milan Property: CBRE UK and Colliers Italy
Individual Property Management Agreement	:	The individual property management agreement that may be entered into between the Trustee, the Manager and the Singapore Property Manager on pursuant to the Master Property Management Agreement

Initial Unitholder	:	A fund managed by the Sponsor Group which was issued one Unit upon constitution of Lendlease Global REIT
Initial Units	:	The three Units held by LLT Sub-Trust on the date of this Prospectus
Instruments	:	Offers, agreements or options that might or would require Units to be issued, including but not limited to the creation and issue of (as well as adjustments to) securities, warrants, debentures or other instruments convertible into Units
Interested Party	:	Has the meaning ascribed to it in the Property Funds Appendix
Interested Party Transaction	:	Has the meaning ascribed to it in the Property Funds Appendix
Interested Person	:	Has the meaning ascribed to it in the Listing Manual
Interested Person Transactions	:	Has the meaning ascribed to it in the Listing Manual
Investment Framework Agreement	:	The investment framework agreement in respect of the Italy AIF entered into between Lendlease Asia Holdings, IT SingCo and the Third Party AIFM on 2 July 2019 (as amended)
IPO	:	The listing of Lendlease Global REIT
IPO Acquisition Fee	:	The acquisition fee payable to the Manager on the Listing Date of approximately 1.0% of the acquisition price of the Milan Property and 0.75% of the acquisition price of the Singapore Property for the acquisition of the Milan Property and the Singapore Property respectively
IPO Acquisition Fee Units	:	The 8,548,000 Units to be issued to the Manager in payment of the IPO Acquisition Fee for the Singapore Property
IPO Portfolio	:	The initial portfolio of Lendlease Global REIT, which comprises the Singapore Property and the Milan Property
IRAS	:	Inland Revenue Authority of Singapore
ISTAT	:	The Italian National Institute of Statistics
IT SingCo	:	Lendlease Global Commercial (IT) Pte. Ltd.
Italian Civil Code	:	The Royal Decree no. 262/1942 of Italy

Italy AIF	:	The AIF by the name of “Lendlease Global Commercial Italy Fund” which will hold the Milan Property
Italy AIF Business Plan	:	The initial business plan of the AIF
Italy Management Fee	:	The management fee payable to the Third Party AIFM equal to 0.175% per annum of the Value of the AIF Assets from the date of the first acquisition by the Italy AIF, for the provision of investment management services to the Italy AIF under the AIF Management Regulations
Italy Unit Sale and Purchase Agreement	:	The unit sale and purchase agreement between Lendlease Asia Holdings, as seller, and IT SingCo, as purchaser, for the transfer of all the units of the Italy AIF from Lendlease Asia Holding to IT SingCo dated 16 July 2019 (as amended)
J-A Fit Out Works	:	In respect of the Milan Property, certain works affecting the Milan Property – different from the ordinary maintenance works – which may entail cadastral adjustments
Joint Global Coordinators, Bookrunners and Underwriters or Joint Bookrunners and Underwriters or Joint Global Coordinators or Joint Bookrunners	:	DBS Bank Ltd. and Citigroup Global Markets Singapore Pte. Ltd.
Land Acquisition Act	:	Land Acquisition Act, Chapter 152 of Singapore
Latest Practicable Date	:	6 September 2019, being the latest practicable date prior to the lodgement of this Prospectus with the MAS
Lenders	:	Citibank N.A., Singapore Branch, Commonwealth Bank of Australia, Singapore Branch and DBS Bank Ltd.
Lendlease	:	The Sponsor and Lendlease Responsible Entity Limited (in its capacity as responsible entity of Lendlease Trust)
Lendlease AIFM	:	A member of the Sponsor Group intended to act as the AIF Manager of the Italy AIF
Lendlease Asia Holdings	:	Lendlease Asia Holdings Pte. Ltd.
Lendlease Company	:	Lendlease Corporation (and its controlled entities)
Lendlease Corporation or Sponsor	:	Lendlease Corporation Limited

Lendlease Global REIT	:	Lendlease Global Commercial REIT
Lendlease Global REIT Group	:	Lendlease Global REIT and its subsidiaries
Lendlease Group	:	Lendlease Corporation, Lendlease Trust and their subsidiaries and controlled entities
Lendlease Pipeline Code of Conduct	:	The Sponsor Group's Pipeline Code of Conduct – Principles – Allocation of Property Asset Investment Opportunities (Australia)
Lendlease Private Funds	:	Existing or future private funds managed by the Lendlease Group
Lendlease Singapore Holdings	:	Lendlease Singapore Holdings Pty Limited
Lendlease Singapore Undertaking	:	The undertaking provided by Lendlease Singapore Holdings
Lendlease Trust	:	Lendlease Trust (through its responsible entity Lendlease Responsible Entity Limited)
Lion Global Investors	:	Lion Global Investors Limited
Listing	:	The listing and quotation of the Units on the Main Board of the SGX-ST
Listing Abort Notice	:	A written notice stating that the Milan Property Listing Condition Precedent cannot be met, to be served on the Milan Property Vendor and LL MSG South via e-mail from the Trustee
Listing Date	:	The date of admission of Lendlease Global REIT to the Official List of the SGX-ST
Listing Manual	:	The Listing Manual of the SGX-ST
LL MSG South	:	Lendlease MSG South S.r.l. (formerly Lendlease Italy S.r.l.)
LLREIL	:	Lendlease Real Estate Investments Limited
LLT Sub-Trust	:	Lendlease SREIT Sub Trust
LLT Sub-Trust Subscription Agreement	:	The subscription agreement dated 13 September 2019 entered into between the Manager and LLT Sub-Trust to subscribe for the LLT Sub-Trust Subscription Units

LLT Sub-Trust Units	:	The 318,138,000 Units comprising the Initial Units and the 318,137,997 Units subscribed by the LLT Sub-Trust
Lock-up Units	:	The Units which will be legally and/or beneficially owned by Lendlease Trust and LLT Sub-Trust on the Listing Date
LTA	:	Land Transport Authority
Management Fee or Manager's Management Fee	:	Base Fee and Performance Fee
Manager	:	Lendlease Global Commercial Trust Management Pte. Ltd., in its capacity as manager of Lendlease Global REIT
Mandatory Training	:	The mandatory training that a First-time Director must undergo with the Singapore Institute of Directors in the roles and responsibilities of a director of a listed issuer as prescribed by the SGX-ST
Market Day	:	A day on which the SGX-ST is open for trading in securities
Master Property Management Agreement	:	Master property management agreement entered into between the Trustee, the Manager and the Singapore Property Manager on 13 September 2019
Milan Property	:	Sky Complex, which comprises three office buildings located in Milan, Italy
Milan Property Call Option	:	The call option in respect of the Milan Property granted pursuant to the Milan Property Call Option Agreement
Milan Property Call Option Agreement	:	The call option agreement dated 18 April 2019 between LL MSG South and the Milan Property Vendor in respect of the Milan Property (as amended)
Milan Property Construction Cost	:	The cost of the applicable construction project under the Milan Property PMA
Milan Property Final Term B	:	The period between the date exercise of the Milan Property Call Option by LL MSG South or the nominee of LL MSG South and 10.30 a.m. on the closing date as specified under the Italy Call Option Agreement
Milan Property Listing Condition Precedent	:	The condition precedent to the transfer of the Milan Property to LL MSG South or the nominee of LL MSG South under the Milan Property Call Option Agreement requiring the Offering to be completed by 10.30 a.m. on the Offering Date

Milan Property Manager	:	Revalo S.p.A.
Milan Property PMA	:	The property management agreement in respect of the Milan Property entered into between the Third Party AIFM and the Milan Property Manager
Milan Property Project Cost	:	The cost of maintenance works under the Milan Property PMA
Milan Property Transferee	:	A company controlled by, controlling or under common control of, the landlord of the Milan Property to which the Milan Property is transferred to or contributed to by way of a contribution in kind (<i>conferimento in natura</i>)
Milan Property Vendor	:	Sviluppo Comparto 3 S.r.l.
MOF	:	Ministry of Finance
Moon Capital	:	Moon Capital Partners Master Fund Ltd. And Moon Capital Performance Plus Master Fund Ltd.
MRT	:	Mass rapid transit
NAV	:	Net asset value
Net Property Income or NPI	:	Gross Revenue less property operating expenses for such Real Estate for that financial year or part thereof
Nikko Asset Management	:	Nikko Asset Management Asia Limited
NLA	:	Net lettable area. This may include the definition of gross lettable area in respect of the Milan Property where certain overall portfolio metrics are computed
Nomination and Remuneration Committee	:	The nomination and remuneration committee of the Board
Offering	:	The offering of 387,474,987 Units by the Manager for subscription at the Offering Price under the Placement Tranche and the Public Offering
Offering Price	:	The subscription price of each Unit under the Offering of S\$0.88 per Unit
Offering Units	:	The 387,474,987 Units to be issued pursuant to the Offering

Ordinary Resolution	:	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 Unitholders duly convened and held in accordance with the provisions of the Trust Deed
Over-Allotment Option	:	An option granted by the Unit Lender to the Joint Bookrunners to purchase from the Unit Lender up to an aggregate of 34,097,000 Units at the Offering Price, solely to cover the over-allotment of Units (if any)
Participating Banks	:	DBS Bank Ltd. (including POSB), Oversea-Chinese Banking Corporation Limited and United Overseas Bank Limited
Participating Member State	:	Any member state of the European Union that has the Euro as its lawful currency in accordance with the legislation of the European Union relating to European Economic and Monetary Union
PDPA	:	Personal Data Protection Act 2012 (Act No. 26 of 2012), Singapore
Performance Fee	:	Pursuant to Clause 15.1.2 of the Trust Deed, 5.0% per annum of Lendlease Global REIT's NPI calculated before accounting for the Performance Fee in the relevant Financial Year
Placement Tranche	:	The placement of Units to investors other than the Sponsor and the Cornerstone Investors
Principal Singapore	:	Principal Asset Management (S) Pte Ltd (formerly known as CIMB-Principal Asset Management)
Profit Forecast	:	The Lendlease Global REIT Group's Statements of Profit or Loss for Forecast Year 2020
Profit Projection	:	The Lendlease Global REIT Group's Statements of Profit or Loss for Projection Year 2021
Projection Year 2021	:	1 July 2020 to 30 June 2021
Properties	:	The properties which are held by Lendlease Global REIT, and " Property " means any one of them
Property Funds Appendix	:	Appendix 6 of the CIS Code issued by the MAS in relation to REITs

Property Manager	:	Any property manager of Lendlease Global REIT, which for the avoidance of doubt, shall include the Singapore Property Manager
Proposed Disposal	:	A disposal of any interest in any Relevant Asset which is owned by the Relevant Entity
Proposed Offer	:	An offer by a Relevant Entity to dispose of any interest in any Relevant Asset which is owned by the Relevant Entity
Public Offering or Public Offer	:	The initial offering by the Manager to the public in Singapore of the Units
Qualifying Non-resident Fund	:	A non-resident fund who qualifies for tax exemption under Section 13CA, 13X or 13Y of the Income Tax Act and who: (i) does not have any permanent establishment in Singapore (other than a fund manager in Singapore); or (ii) carries on any operation through a permanent establishment in Singapore (other than a fund manager in Singapore), where the funds used by the qualifying fund to acquire the Units are not obtained from that operation. For this purpose, a non-resident fund refers to a fund being a non-resident company, a partnership where all partners are non-residents, a trust administered by a non-resident trustee, or a non-resident entity
Qualifying Non-resident Non-individual Unitholder	:	A Unitholder who is neither an individual nor a resident of Singapore for income tax purposes and who: (i) does not have any permanent establishment in Singapore; or (ii) carries on any operation through a permanent establishment in Singapore, where the funds used by that person to acquire the Units are not obtained from that operation
Qualifying Unitholder	:	A Unitholder who is (i) an individual; (ii) a company incorporated and tax resident in Singapore; (iii) a Singapore branch of a company incorporated outside Singapore; (iv) a body of persons, other than a company or a partnership, incorporated or registered in Singapore (for example, a town council, a statutory board, a registered charity, a registered co-operative society, a registered trade union, a management corporation, a club and a trade and industry association); (v) an international organisation that is exempt from tax on such distributions by reason of an order made under the International Organisations (Immunities and Privileges) Act (Chapter 145 of Singapore); and (vi) a real estate investment trust exchange-traded fund which has itself been accorded the tax transparency treatment (but only in respect of Taxable Income Distribution made by Lendlease Global REIT on or before 31 December 2025 (as announced in the 2019 Singapore Budget))

Real Estate	:	Means any land, and any interest (including any beneficial, economic, or contractual rights and any other form of interest), option or other right in or over any land, wherever situated, held singly or jointly, and/or by way of direct ownership or by way of a holding of shares, units, interests or rights (whether beneficial, economic or contractual) (as the case may be) in a Special Purpose Vehicle. For the purposes of this definition, “ land ” includes land of any tenure, freehold or leasehold, whether or not held apart from the surface, and buildings or parts thereof (whether completed or otherwise and whether divided horizontally, vertically or in any other manner) and tenements and hereditaments, corporeal and incorporeal, and any estate or interest therein, and “ Real Estate ” includes shares, units, interests or other form of rights (as the case may be) in such Special Purpose Vehicle
Recognised Stock Exchange	:	Any stock exchange of repute in any part of the world
Regulation S	:	Regulation S under the Securities Act
Regulation 231/2013	:	The Delegated Regulation (EU) 231/2013
REIT	:	Real estate investment trust
Relevant Entity	:	An asset manager, investment manager or any other entities (including related entities of the Manager) that the Manager appoints, or the Trustee or any entity which is held by Lendlease Global REIT (whether wholly or partially) at the recommendation of the Manager appoints to provide asset management services or investment management services in respect of any asset of Lendlease Global REIT
Relevant Fee	:	The fee payable to the Relevant Entity its services to be paid either directly (by the Trustee) or indirectly (by the entity which is held by Lendlease Global REIT, including the AIF)
Related Party	:	Refers to an Interested Person and/or, as the case may be, an Interested Party
Related Party Transactions	:	“Interested person transactions” in the Listing Manual and “interested party transactions” in the Property Funds Appendix
Rental Income	:	Comprises principally rental income received from rental of Properties

Reporting Accountants	:	KPMG LLP
Reserved Units	:	13,000,000 Units reserved for subscription by the directors, management, employees and business associates of the Sponsor and its subsidiaries
ROFR	:	The right of first refusal granted by each of Lendlease Corporation and Lendlease Trust (through its responsible entity Lendlease Responsible Entity Limited) to the Trustee
ROFR Period	:	The period relating to the duration of the ROFR which will be in effect so long as: <ul style="list-style-type: none"> • Lendlease Global REIT is listed on and quoted for on the Main Board of SGX-ST; • the Manager or any of its related corporations remains the manager of Lendlease Global REIT; • the Lendlease Group and/or any of its related corporations, alone or in aggregate, remains as a controlling shareholder of the manager of Lendlease Global REIT (as defined in the ROFR); and • the Lendlease Group and/or any of its related corporations, alone or in aggregate, remains as a controlling unitholder of Lendlease Global REIT (as defined in the ROFR)
S\$ or Singapore dollars and cents	:	Singapore dollars and cents, the lawful currency of Singapore
Sale and Purchase Agreements	:	The Singapore Property Option Agreement, the Milan Property Call Option Agreement and the Italy Unit Sale and Purchase Agreement
Second Lock-up Period	:	The period commencing from the day immediately following the end of the First Lock-up Period until the date falling six months after the First Lock-up Period (both dates inclusive)
Securities Account	:	Securities account or sub-account maintained by a Depositor (as defined in Section 130A of the Companies Act) with CDP
Securities Act	:	U.S. Securities Act of 1933, as amended
Securities and Futures Act or SFA	:	Securities and Futures Act, Chapter 289 of Singapore

Settlement Date	:	The date and time on which the Units are issued as settlement under the Offering
SFR-LCB	:	The Securities and Futures (Licensing and Conduct of Business) Regulations
SGR	:	An Italian management company (<i>società di gestione del risparmio</i>)
SGX-ST	:	Singapore Exchange Securities Trading Limited
Singapore Option	:	The Singapore Property Call Option and the Singapore Property Put Option
Singapore Property	:	313@somerset, a retail property located in Singapore
Singapore Property Call Option	:	The Trustee's right to accept the Singapore Property Vendor's offer to sell the Singapore Property
Singapore Property Consideration	:	The purchase price of S\$1,003,000,000 (exclusive of goods and services tax) for the Singapore Property
Singapore Property Individual Property Management Agreement	:	The individual property management agreement entered into between the Trustee, the Manager and the Singapore Property Manager on 13 September 2019
Singapore Property Manager	:	Lendlease Retail Pte. Ltd.
Singapore Property Option Agreement	:	The put and call option agreement dated 23 August 2019 between the Trustee and the Singapore Property Vendor in respect of the sale and purchase of the leasehold interest in the Singapore Property (as amended)
Singapore Property Put Option	:	The Singapore Property Vendor's right to accept the Trustee's offer to purchase the Singapore property
Singapore Property Tenant Incentive Reimbursement	:	The reimbursement of the Trustee by the Singapore Property Vendor in respect of Incentive Amounts as provided in the Singapore Property Option Agreement
Singapore Property Vendor	:	Lendlease Retail Investments 1 Pte. Ltd.

Sky Undertaking	:	the written agreement dated 31 July 2019 under which, <i>inter alia</i> , Sky Italia (i) acknowledges that a valid building title has been submitted in order to commence certain works affecting the Milan Property – different from the ordinary maintenance works – which may entail the J-A Fit Out Works, (ii) undertakes to act in a manner so that the J-A Fit Out Works do not prevent the transfer of the Milan Property on the closing date; (iii) undertakes not to perform other works that, if carried out, would entail cadastral adjustments with respect to the existing status of the Milan Property.
Sole Financial Adviser and Issue Manager	:	DBS Bank Ltd.
Specified Exempt Income	:	The foreign distribution income derived by IT SingCo from the Italy AIF in respect of the Milan Property as exempted under the Tax Exemption
Specified Income	:	Rental income derived from the letting of the Singapore Property, other ancillary income derived from the management or holding of the Singapore Property and interest income from temporary short-term placement of surplus cash as deposits with banks in Singapore and income from investment in debt securities derived by Lendlease Global REIT
Specified Taxable Income	:	Specified Income, net of allowable expenses and applicable tax allowances
Special Purpose Vehicle or SPVs	:	An unlisted entity, trust, fund or business form (whether incorporated or otherwise constituted, in Singapore or elsewhere) whose primary purpose is to hold or own Real Estate or to hold or own shares, units or any other interests, units, or any other form of rights (whether beneficial, economic or contractual) (as the case may be) in such other unlisted entity, trust, fund or business form (whether incorporated or otherwise constituted, in Singapore or elsewhere) whose primary purpose is to hold or own Real Estate or to perform services related to or in connection with the ownership of Real Estate
Sponsor	:	Lendlease Corporation Limited
Sponsor Group	:	The Sponsor and its subsidiaries
sq ft	:	Square feet
sq m	:	Square metres
SRS	:	Supplementary Retirement Scheme

Stabilised Income-Producing Real Estate Asset	:	<p>Means a real estate asset which meets the following criteria as at the date of the proposed offer:</p> <ul style="list-style-type: none"> • achieved a minimum occupancy of at least 80%; • achieved an average rental rate comparable to the market rental rate for similar assets as determined by the valuer commissioned for the latest valuation of the relevant asset; • (if the asset is being acquired from the Sponsor Group) Lendlease Global REIT being satisfied that there are no material asset enhancement initiatives required within two years of the acquisition of such asset; and • is suitable for acquisition by Lendlease Global REIT taking into account market conditions at the time of the proposed offer
Stabilising Manager	:	DBS Bank Ltd.
Substantial Unitholder	:	Any Unitholder with an interest in one or more Units constituting not less than 5.0% of all Units in issue
Take-Over Code	:	Singapore Code on Take-overs and Mergers
Tax	:	Any income tax, GST, duty and any other taxes, duties, levies, imposts, deductions and charges and any interest, penalties or fines imposed in connection with any of them
Tax Exemption	:	The tax exemption from the MOF in respect of foreign distribution income derived by the IT SingCo from the Italy AIF in respect of the Milan Property
Taxable Income Distributions	:	Distributions made out of Specified Taxable Income
Tenancy Law (Italy)	:	Tenancy Law no. 392/78 of Italy
Third Party AIFM	:	REAM SGR S.p.A.
TMBAM	:	TMB Asset Management Co., Ltd.
Total Project Costs	:	<p>In relation to a Development Project, the sum of the following:</p> <ul style="list-style-type: none"> • construction cost based on the project final account prepared by the project quantity surveyor or issued by the appointed contractor;

- principal consultants' fees, including payments to the project's architect, civil and structural engineer, mechanical and electrical engineer, quantity surveyor, project manager;
- the costs of obtaining all approvals for the project;
- site staff costs;
- interest costs on borrowings used to finance project cashflows that are capitalised to the project in line with IFRS; and
- any other costs including contingency expenses which meet the definition of Total Project Costs and can be capitalised to the project in accordance with IFRS,

but for the avoidance of doubt, shall not include land costs (including but not limited to the acquisition price or underlying value of such land)

Trust Companies Act	:	Trust Companies Act, Chapter 336 of Singapore
Trust Deed	:	The trust deed dated 28 January 2019 entered into between the Manager and the Trustee constituting Lendlease Global REIT as amended and restated by a first amending and restating deed dated 10 September 2019 (and as may be amended, varied or supplemented from time to time)
Trustee	:	RBC Investor Services Trust Singapore Limited, in its capacity as trustee of Lendlease Global REIT
UAE	:	United Arab Emirates
UAE Mutual Funds Regulations	:	The UAE-SCA Board of Directors' Chairman Decision No.(9/R.M) of 2016 Concerning the Regulations as to Mutual Funds (as amended)
UAE-PIRS	:	UAE-SCA Board of Directors' Chairman Decision No.(3/R.M.) of 2017 on The Regulation of Promotion and Introduction
UAE-SCA	:	The Securities and Commodities Authority of UAE
Underwriting Agreement	:	The underwriting agreement dated 25 September 2019 entered into between the Manager, the Sponsor, Lendlease SREIT Pty Limited, in its capacity as trustee of LLT Sub-Trust and the Joint Bookrunners

Underwriting, Selling and Management Commission	:	The underwriting, selling and management commission payable to the Joint Bookrunners for their services in connection with the Offering
Unit(s)	:	An undivided interest in Lendlease Global REIT as provided for in the Trust Deed
Unit Issue Mandate	:	The general mandate for the Manager to issue Units within certain limits until (i) the conclusion of the first annual general meeting of Lendlease Global REIT or (ii) the date by which first annual general meeting of Lendlease Global REIT is required by applicable regulations to be held, whichever is earlier
Unit Lender	:	Lendlease SREIT Pty Limited, in its capacity as trustee of LLT Sub-Trust
Unit Lending Agreement	:	The unit lending agreement entered into between the Stabilising Manager (or any of its affiliates or other persons acting on behalf of the Stabilising Manager) and the Unit Lender dated 25 September 2019 in connection with the Over-Allotment Option
Unit Registrar	:	Boardroom Corporate & Advisory Services Pte. Ltd.
United States or U.S.	:	United States of America
Unitholder(s)	:	The registered holder for the time being of a Unit including persons so registered as joint holders, except that where the registered holder is CDP, the term “Unitholder” shall, in relation to Units registered in the name of CDP, mean, where the context requires, the depositor whose Securities Account with CDP is credited with Units
Unitholding	:	The holding of Units by a Unitholder
US\$:	United States dollars and cents, the lawful currency of the United States of America
Value of the AIF Assets	:	For the purpose of calculating the Italy Management Fee, the “Value of the AIF Assets” under the AIF Management Assets is the overall value of the assets of the Italy AIF, as stated in each annual and semi-annual report of the Italy AIF (e.g. including real property rights and interests in real estate companies capitalised costs – i.e. closing costs, maintenance, refurbishment, restoration, reconversion, restructuring, renovation costs and related financial costs) less any unrealised capital gains
VAT	:	Value-added tax

VWAP	:	Volume weighted average price
W&I Insurance Policy	:	The warranty and indemnity insurance policy procured by the Lendlease Global REIT Group under the Singapore Property Option Agreement
WALE	:	Weighted average lease expiry
White List (Italy)	:	The list set forth by the Decree of Minister of Finance of Italy on 4 September 1996

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

Any reference in this Prospectus to any enactment is a reference to that enactment for the time being amended or re-enacted.

Any reference to a time of day in this Prospectus is made by reference to Singapore time unless otherwise stated.

Any discrepancies in the tables, graphs and charts between the listed amounts and totals thereof are due to rounding.

Information contained in the Manager's website does not constitute part of this Prospectus.

REPORTING ACCOUNTANTS' REPORT ON THE PROFIT FORECAST AND PROFIT PROJECTION

The Board of Directors
Lendlease Global Commercial Trust Management Pte. Ltd.
(in its capacity as Manager of Lendlease Global Commercial REIT)
2 Tanjong Katong Road
#05-01 Paya Lebar Quarter
Singapore 437161

RBC Investor Services Trust Singapore Limited
(in its capacity as Trustee of Lendlease Global Commercial REIT)
8 Marina View, #26-01
Asia Square Tower 1
Singapore 018960

25 September 2019

Dear Sirs

Letter from the Reporting Accountants on the Profit Forecast for the financial year ending 30 June 2020 and Profit Projection for the financial year ending 30 June 2021

This letter has been prepared for inclusion in the prospectus ("**Prospectus**") to be issued in connection with the initial public offering of Lendlease Global Commercial REIT ("**Lendlease Global REIT**") on the Mainboard of the Singapore Exchange Securities Trading Limited ("**SGX-ST**") (the "**Offering**").

The directors of Lendlease Global Commercial Trust Management Pte. Ltd. (the "**Directors**") are responsible for the preparation and presentation of the profit forecast statement of Lendlease Global REIT and its subsidiaries (the "**Lendlease Global REIT Group**") for the financial year ending 30 June 2020 (the "**Profit Forecast**") and the financial year ending 30 June 2021 (the "**Profit Projection**") as set out on pages 102 to 103 of the Prospectus, which have been prepared on the basis of their assumptions as set out in on pages 103 to 111 of the Prospectus.

We have complied with the independence and other ethical requirement of the Accounting and Corporate Regulatory Authority ("**ACRA**") *Code of Professional Conduct and Ethics for Public Accountants and Accounting Entities* ("**ACRA Code**"), which is founded on fundamental principles of integrity, objectivity, professional competence and due care, confidentiality and professional behaviour. The firm applies Singapore Standard on Quality Control 1 and accordingly maintains a comprehensive system of quality control including documented policies and procedures regarding compliance with ethical requirements, professional standards and applicable legal and regulatory requirements.

We have examined the Profit Forecast and Profit Projection of the Lendlease Global REIT Group as set out on pages 102 to 103 of the Prospectus in accordance with Singapore Standard on Assurance Engagements 3400 *The Examination of Prospective Financial Information*. The Directors are solely responsible for the Profit Forecast and Profit Projection including the Assumptions set out on pages 103 to 111 of the Prospectus on which they are based.

Profit Forecast

Based on our examination of the evidence supporting the relevant assumptions, nothing has come to our attention which causes us to believe that the assumptions do not provide a reasonable basis for the Profit Forecast. Further, in our opinion, the Profit Forecast, so far as the accounting policies and calculations are concerned, is properly prepared on the basis of the assumptions, is consistent with the accounting policies adopted by the Lendlease Global REIT Group and in accordance with International Financial Reporting Standards (“**IFRS**”), which is the framework to be adopted by the Lendlease Global REIT Group in the preparation of its financial statements.

Profit Projection

The Profit Projection is intended to show a possible outcome based on the stated assumptions. As the Lendlease Global REIT Group is newly established without any history of activities and because the length of the period covered by the Profit Projection extends beyond the period covered by the Profit Forecast, the assumptions used in the Profit Projection (which include hypothetical assumptions about future events which may not necessarily occur) are more subjective than would be appropriate for a profit forecast. The Profit Projection does not therefore constitute a profit forecast.

Based on our examination of the evidence supporting the relevant assumptions, nothing has come to our attention which causes us to believe that these assumptions do not provide a reasonable basis for the Profit Projection. Further, in our opinion the Profit Projection, so far as the accounting policies and calculations are concerned, is properly prepared on the basis of the assumptions, is consistent with the accounting policies adopted by the Lendlease Global REIT Group and in accordance with IFRS, which is the framework to be adopted by the Lendlease Global REIT Group in the preparation of its financial statements.

Events and circumstances frequently do not occur as expected. Even if the events anticipated under the hypothetical assumptions described above occur, actual results are still likely to be different from the Profit Forecast and Profit Projection since other anticipated events frequently do not occur as expected and the variation may be material. The actual results may therefore differ materially from those forecasted and projected. For the reasons set out above, we do not express any opinion as to the possibility of achievement of the Profit Forecast or the Profit Projection.

Attention is drawn, in particular, to the risk factors set out on pages 57 to 84 of the Prospectus which describe the principal risks associated with the Offering, to which the Profit Forecast and Profit Projection relate and the sensitivity analysis of the Profit Forecast and Profit Projection as set out on pages 111 to 113 of the Prospectus.

Yours faithfully

KPMG LLP

*Public Accountants and
Chartered Accountants*

Singapore

Lee Chin Siang Barry
Partner-in-charge

**REPORTING ACCOUNTANTS' REPORT ON THE COMPILATION OF
UNAUDITED PRO FORMA CONSOLIDATED BALANCE SHEET AS AT
THE LISTING DATE**

The Board of Directors

Lendlease Global Commercial Trust Management Pte. Ltd.
(in its capacity as Manager of Lendlease Global Commercial REIT)
2 Tanjong Katong Road
#05-01 Paya Lebar Quarter
Singapore 437161

RBC Investor Services Trust Singapore Limited
(in its capacity as Trustee of Lendlease Global Commercial REIT)
8 Marina View, #26-01
Asia Square Tower 1
Singapore 018960

25 September 2019

Dear Sirs

Report on the Compilation of Unaudited Pro Forma Consolidated Balance Sheet as at the Listing Date

We have completed our assurance engagement to report on the compilation of Unaudited Pro Forma Consolidated Balance Sheet of the Lendlease Global Commercial REIT (“**Lendlease Global REIT**”) and its subsidiaries (the “**Lendlease Global REIT Group**”) by Lendlease Global Commercial Trust Management Pte. Ltd. (the “**Manager**”) as set out on pages C-1 to C-22 of the prospectus (the “**Prospectus**”) to be issued in connection with the offering of units in Lendlease Global REIT (the “**Offering**”). The Unaudited Pro Forma Consolidated Balance Sheet of the Lendlease Global REIT Group has been prepared for illustrative purposes only and is based on certain assumptions, after making certain adjustments. The applicable criteria (the “**Criteria**”) on the basis of which the Manager has compiled the Unaudited Pro Forma Consolidated Balance Sheet are described in Section C of Appendix C.

The Unaudited Pro Forma Consolidated Balance Sheet assumes the completion of the following transactions as if it had taken place at Listing Date:

- (a) the acquisition of one retail property located in Singapore, being 313@somerset (the “**Singapore Property**”); and
- (b) the acquisition of one office property located in Italy, being Sky Complex in Milan (the “**Milan Property**”).

The Manager's responsibility for the Unaudited Pro Forma Consolidated Balance Sheet

The Manager is responsible for compiling the Unaudited Pro Forma Consolidated Balance Sheet on the basis of the Criteria.

Reporting accountants' independence and quality control

We have complied with the independence and other ethical requirement of the Accounting and Corporate Regulatory Authority (“**ACRA**”) *Code of Professional Conduct and Ethics for Public Accountants and Accounting Entities* (“**ACRA Code**”), which is founded on fundamental principles of integrity, objectivity, professional competence and due care, confidentiality and professional behaviour.

The firm applies Singapore Standard on Quality Control 1 and accordingly maintains a comprehensive system of quality control including documented policies and procedures regarding compliance with ethical requirements, professional standards and applicable legal and regulatory requirements.

Reporting accountants' responsibility

Our responsibility is to express an opinion about whether the Unaudited Pro Forma Consolidated Balance Sheet has been compiled, in all material respects, by the Manager on the basis of the Criteria.

We conducted our engagement in accordance with Singapore Standard on Assurance Engagements 3420, *Assurance Engagements to Report on the Compilation of Pro Forma Financial Information Included in a Prospectus*, issued by the Institute of Singapore Chartered Accountants (“**ISCA**”). This standard requires that the reporting accountants comply with ethical requirements and plan and perform procedures to obtain reasonable assurance about whether the Manager has compiled, in all material respects, the Unaudited Pro Forma Consolidated Balance Sheet on the basis of the Criteria.

For purposes of this engagement, we are not responsible for updating or reissuing any reports or opinions on any historical financial information used in compiling the Unaudited Pro Forma Consolidated Balance Sheet, nor have we, in the course of this engagement, performed an audit or review of the financial information used in compiling the Unaudited Pro Forma Consolidated Balance Sheet.

The purpose of the Unaudited Pro Forma Consolidated Balance Sheet included in a prospectus is solely to illustrate the impact of a significant event or transaction on unadjusted financial information of the entity as if the event had occurred or the transaction had been undertaken at an earlier date selected for purposes of the illustration. Accordingly, we do not provide any assurance that the actual outcome of the event or transaction at the Listing Date would have been as presented.

A reasonable assurance engagement to report on whether the Unaudited Pro Forma Consolidated Balance Sheet has been compiled, in all material respects, on the basis of the Criteria involves performing procedures to assess whether the Criteria used by the Manager in the compilation of the Unaudited Pro Forma Consolidated Balance Sheet provide a reasonable basis for presenting the significant effects directly attributable to the event or transaction, and to obtain sufficient appropriate evidence about whether:

- the related pro forma adjustments give appropriate effect to those Criteria; and
- the Unaudited Pro Forma Consolidated Balance Sheet reflects the proper application of those adjustments to the unadjusted financial information.

The procedures selected depend on the reporting accountants' judgement, having regard to his understanding of the nature of the Lendlease Global REIT Group, event or transaction in respect of which the Unaudited Pro Forma Consolidated Balance Sheet has been compiled, and other relevant engagement circumstances.

The engagement also involves evaluating the overall presentation of the Unaudited Pro Forma Consolidated Balance Sheet.

We believe that the evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Opinion

In our opinion:

- (a) the Unaudited Pro Forma Consolidated Balance Sheet has been compiled:
 - (i) in a manner consistent with the accounting policies to be adopted by the Lendlease Global REIT Group, which are in accordance with International Financial Reporting Standards; and
 - (ii) on the basis of the Criteria stated in Section C of Appendix C; and
- (b) each material adjustment made to the information used in the preparation of the Unaudited Pro Forma Consolidated Balance Sheet is appropriate for the purpose of preparing such unaudited financial information.

This letter has been prepared for inclusion in the Prospectus of Lendlease Global REIT to be issued in connection with the initial public offering of the units by Lendlease Global REIT.

KPMG LLP

*Public Accountants and
Chartered Accountants*

Singapore
Lee Chin Siang Barry
Partner-in-charge

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UNAUDITED PRO FORMA CONSOLIDATED BALANCE SHEET AS AT THE LISTING DATE

(A) INTRODUCTION

The Unaudited Pro Forma Consolidated Balance Sheet as at Listing Date has been prepared for inclusion in the prospectus (the “**Prospectus**”) to be issued in connection with the proposed listing of Lendlease Global Commercial REIT (“**Lendlease Global REIT**”) on the Singapore Exchange Securities Trading Limited (the “**SGX-ST**”).

Lendlease Global REIT is a Singapore-based real estate investment trust constituted pursuant to a trust deed dated 28 January 2019 (as amended) made between Lendlease Global Commercial Trust Management Pte. Ltd. (the “**Manager**”) and RBC Investor Services Trust Singapore Limited (the “**Trustee**”). Lendlease Global REIT is established with the principal investment strategy of investing on a long-term basis, directly or indirectly, in a diversified portfolio of stabilised income-producing real estate assets located globally, which is used primarily for retail and/or office purposes, as well as real estate-related assets in connection with the foregoing.

On the Listing Date, Lendlease Global REIT’s initial portfolio will comprise:

- (i) A leasehold interest in 313@somerset, which is a retail property located in Singapore (the “**Singapore Property**”); and
- (ii) A freehold interest in Sky Complex, which comprises three commercial office buildings located in Milan, Italy (the “**Milan Property**”) (each a “**Property**” and collectively, the “**Properties**” or the “**IPO Portfolio**”).

Lendlease Global REIT will acquire the IPO Portfolio through the acquisition of the Milan Property and the Singapore Property. The acquisitions as described above will take place on the Listing Date and are collectively referred to as the “**Acquisitions**”.

Details of the Manager’s management fees, the Trustee’s fees and the Property Manager’s management fees are set out in Section F.

Unless defined in this report, capitalised terms below shall have the meanings set out in the Glossary to the Prospectus.

(B) HISTORICAL PRO FORMA FINANCIAL INFORMATION

The Manager is unable to prepare pro forma statements of profit or loss, cash flows and balance sheets for the latest three financial years of the Lendlease Global REIT Group to show the pro forma historical financial performance of the Lendlease Global REIT Group for the following reasons:

- **Third party vendors and fund investors not willing to provide necessary representations and warranties**

In order to prepare the historical pro forma financial information of the Lendlease Global REIT Group to be included in the Prospectus, the historical financial information relating to the IPO Portfolio must not only be audited or reviewed and prepared, but the vendors would also need to provide representations and warranties to the Manager which will in turn make the same representations and warranties to the Reporting Accountants of Lendlease Global REIT, KPMG LLP, on the accuracy of the underlying historical financials and operating data relating to the IPO Portfolio.

The IPO Portfolio will consist of two properties, of which the Milan Property is being acquired from a third party vendor and the Singapore Property is held jointly by a member of the Sponsor Group (25% interest) and a fund, ARIF1 (75% interest), which is managed by the Sponsor Group on behalf of investors, the majority of whom are third party investors as at 31 July 2019¹. While the Lendlease Group has a stake in ARIF1, as at 31 July 2019, its stake constitutes a minority interest and it is not the single largest investor in the fund:

- The Milan Property (which comprises approximately 28.5% of the IPO Portfolio by valuation and 34.9% of the IPO Portfolio based on the forecast net property income for the Forecast Year 2020) will be acquired from Sviluppo Comparto 3 S.r.l., a third party vendor (the “**Milan Property Vendor**”), with a member of the Sponsor Group being the broker for the transaction. As the sale and purchase transaction in relation to the Milan Property will involve a sale of the asset (rather than the asset holding entity), in respect of the financial information relating to the Milan Property, the Milan Property Vendor is not contractually obliged to provide any representations and warranties regarding the accuracy of the underlying historical financials and operating data in relation to the Milan Property. Beyond what they are obliged to provide for an asset sale, the Milan Property Vendor is under no obligation to verify and back up the historical pro forma financial information in relation to the Milan Property in the Prospectus notwithstanding that the Sponsor Group brokered the transaction.
- The Singapore Property (which comprises approximately 71.5% of the IPO Portfolio by valuation and 65.1% of the IPO Portfolio based on the forecast net property income for the Forecast Year 2020) is currently directly held by the Singapore Property Vendor, with 75% of the effective interest in the Singapore Property held by ARIF1, a fund which is managed by a member of the Sponsor Group and in which the Lendlease Group has a minority stake of approximately 14.4% as at 31 July 2019¹, with the remaining 25% of the effective interest in the Singapore Property held by a member of the Sponsor Group as a co-investor.

While the Sponsor would have access to the historical financials and operating data in relation to the Singapore Property by virtue of its existing 25% interest as co-investor, as at 31 July 2019 it only holds a minority interest in the Singapore Property as a co-investor with ARIF1, and it would be onerous for it to provide the necessary representations and warranties for the Singapore Property as a whole as the historical pro forma financial information would have to be based off the financials for the entire property in respect of which the Sponsor is only a minority owner as at 31 July 2019.

- **Financial information required for preparation of historical pro forma financial information for the Milan Property is not available and vendors of IPO Portfolio not contractually obliged to provide access**

The historical pro forma financial information for the Milan Property (comprising approximately 28.5% of the IPO Portfolio by valuation and 34.9% of the IPO Portfolio based on the forecast net property income for the Forecast Year 2020) cannot be prepared as the historical financial information required for such preparation is not available.

¹ As at 8 August 2019, the Lendlease Group has acquired interests in ARIF1 from certain third party investors to facilitate the acquisition of the Singapore Property by Lendlease Global REIT. As at 8 August 2019, the Lendlease Group holds approximately 48.7% in ARIF1.

As the Milan Property will involve an asset sale rather than a sale of interest in the asset holding entities, the Milan Property Vendor is not contractually obliged to provide, and has not provided, access to its historical accounting records for an audit or review by the Reporting Accountants, which would be required in order to prepare the historical pro forma financial information. Given the above, the historical financial information required for the Manager to prepare the historical pro forma financial information in relation to the Milan Property is not available.

Similarly, the Singapore Property will also involve an asset sale and the Singapore Property Vendor would not be contractually obliged to provide access to the historical accounting records. While the Sponsor would have access to the historical financials and operating data in relation to the Singapore Property by virtue of its existing 25% interest as co-investor, as mentioned above, as at 31 July 2019, ARIF1 is majority owned by third party investors and notwithstanding that it is managed by the Sponsor Group, ARIF1 cannot be compelled by the Sponsor Group to provide the necessary representations and warranties on the historical financial information for the Singapore Property which are required in order to prepare the historical pro forma financial information for the Singapore Property.

- **Historical pro forma financial information for just the Singapore Property is not representative of the IPO Portfolio**

Even if the necessary representations and warranties on the historical financial information for the Singapore Property is provided by the Singapore Property Vendor, the Milan Property would make up a very significant part of the IPO Portfolio, comprising approximately 28.5% of the IPO Portfolio by valuation and 34.9% of the IPO Portfolio based on the forecast net property income for the Forecast Year 2020.

For the reasons stated above, the Lendlease Global REIT Group is not required to prepare historical pro forma statements of profit or loss, cash flows and balance sheet for the latest three financial years of the Lendlease Global REIT Group, subject to the inclusion of the following in this Prospectus:

- an unaudited pro forma consolidated balance sheet as at the Listing Date;
- a profit forecast for Forecast Year 2020;
- a profit projection for Projection Year 2021; and
- full disclosure of the reasons that historical pro forma financial information cannot be provided for the latest three financial years of the Lendlease Global REIT Group.

(C) BASIS OF PREPARATION OF UNAUDITED PRO FORMA CONSOLIDATED BALANCE SHEET

The unaudited pro forma consolidated balance sheet as at the Listing Date (“**Unaudited Pro Forma Consolidated Balance Sheet**”) is prepared for illustrative purposes only and is based on certain assumptions and after making certain adjustments necessary to reflect the financial position of the Lendlease Global REIT Group as at the Listing Date as if it had completed the Acquisitions on the Listing Date, pursuant to the terms set out in the Prospectus.

The Unaudited Pro Forma Consolidated Balance Sheet has been prepared on the basis of the accounting policies set out in Section D and is to be read in conjunction with Section E.

In addition, the following assumptions were made:

- The Listing Date is 1 October 2019;
- The valuations of the Properties adopted as at Listing Date remain unchanged from those as at 31 July 2019;
- There are no significant movements in the assets and liabilities of the Lendlease Global REIT Group as at the Listing Date, other than those arising from the pro forma adjustments and assumptions as described above; and
- The Lendlease Global REIT Group is dormant from the date of its constitution to the Listing Date.

(D) UNAUDITED PRO FORMA CONSOLIDATED BALANCE SHEET

The Unaudited Pro Forma Consolidated Balance Sheet as at the Listing Date has been prepared for inclusion in the Prospectus and is presented below. The assumptions used to prepare the Unaudited Pro Forma Consolidated Balance Sheet are consistent with those described in Section C: Basis of Preparation of Unaudited Pro Forma Consolidated Statement Balance Sheet as at the Listing Date.

	Note	As at the Listing Date S\$'000
Non-current assets		
Investment properties	3	1,402,313
Other receivables	4	20,265
Prepayments	5	525
		<hr/> 1,423,103 <hr/>
Current assets		
Other receivables	4	8,240
Prepayments	5	701
Cash and cash equivalents	6	33,824
		<hr/> 42,765 <hr/>
Total assets		<hr/> 1,465,868 <hr/>
Unitholders' funds		
Units in issue	7	1,027,792
Unit issue costs		(29,566)
Retained earnings		(48,230)
		<hr/> 949,996 <hr/>
Total unitholders' funds		<hr/> 949,996 <hr/>
Current liabilities		
Deferred income	8	3,083
		<hr/> 3,083 <hr/>

	Note	As at the Listing Date S\$'000
Non-current liabilities		
Loans and borrowings	9	512,789
		<u>512,789</u>
Total liabilities		<u>515,872</u>
Total unitholders' funds and liabilities		<u>1,465,868</u>
Net assets attributable to Unitholders		<u>949,996</u>
Units in issue ('000)	7	1,167,946
Net asset value per Unit (S\$)		<u>0.8134</u>

Note:

Based on the Offering Price of S\$0.88 per Unit, and assuming that the IPO Portfolio was purchased on the Listing Date.

(E) NOTES TO THE UNAUDITED PRO FORMA CONSOLIDATED BALANCE SHEET

1. Basis of preparation

(a) Statement of compliance

The Unaudited Pro Forma Consolidated Balance Sheet is prepared in accordance with the bases set out in Section C and applied to financial information prepared in accordance with the International Financial Reporting Standards (“IFRS”) issued by the International Accounting Standards Board (“IASB”), and the applicable requirements of the Code on Collective Investment Schemes issued by the Monetary Authority of Singapore (“MAS”) and the provisions of the Trust Deed.

(b) Basis of measurement

The Unaudited Pro Forma Consolidated Balance Sheet is prepared on the historical cost basis except, as disclosed in the accounting policies below.

(c) Functional and presentation currency

The financial information is presented in Singapore Dollars (“S\$”) which is Lendlease Global REIT’s functional currency. All Unaudited Pro Forma Consolidated Balance Sheet has been rounded to the nearest thousand, unless otherwise stated.

(d) Use of estimates and judgements

The preparation of the financial information requires management 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.

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.

Information about critical judgements in applying accounting policies that have the most significant effect on the amounts recognised in the financial information is included in Note 3 – Valuation of investment properties.

2. Significant accounting policies

The significant accounting policies of the Lendlease Global REIT Group have been consistently applied in preparing the Unaudited Pro Forma Consolidated Balance Sheet.

(a) Investment properties

Investment properties are properties held either to earn rental income or for capital appreciation or both, 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 and subsequently at fair value with any change therein recognised in the statement of comprehensive income.

Cost includes expenditure that is directly attributable to the acquisition of the investment properties.

Any gain or loss on disposal of an investment property (calculated as the difference between the net proceeds from disposal and the carrying amount of the item) is recognised in profit or loss.

(b) Financial instruments

(i) Recognition and initial measurement

Non-derivative financial assets and financial liabilities

A financial asset or financial liability is initially measured at fair value plus transaction costs that are directly attributable to its acquisition or issue.

(ii) Classification and subsequent measurement

Non-derivative financial assets

On initial recognition, a financial asset is classified at: amortised cost; fair value through other comprehensive income (“**FVOCI**”) or fair value through profit or loss (“**FVTPL**”).

Financial assets are not reclassified subsequent to their initial recognition unless the Lendlease Global REIT Group changes its business model for managing financial assets, in which case all affected financial assets are reclassified on the first day of the first reporting period following the change in the business model.

Financial assets at amortised cost

A financial asset is measured at amortised cost if it meets both of the following conditions and is not designated as at FVTPL:

- it is held within a business model whose objective is to hold assets to collect contractual cash flows; and
- its contractual terms give rise on specified dates to cash flows that are solely payments of principal and interest on the principal amount outstanding.

These financial assets are subsequently measured at amortised cost using the effective interest method. The amortised cost is reduced by impairment losses. Interest income, foreign exchange gains and losses and impairment are recognised in profit or loss. Any gain or loss on derecognition is recognised in profit or loss. These financial assets comprised other receivables and cash and cash equivalents. Cash and cash equivalents comprise cash at bank.

Non-derivative financial liabilities

The Lendlease Global REIT Group initially recognises liabilities on the date that they are originated. Other financial liabilities are initially measured at fair value less directly attributable transaction costs. They are subsequently measured at amortised cost using the effective interest method. Interest expense and foreign exchange gains and losses are recognised in profit or loss. These financial liabilities comprise loans and borrowings.

(iii) Derecognition

Financial assets

A financial asset is derecognised when the contractual rights to the cash flows from the financial asset expire, or it transfers the rights to receive the contractual cash flows in a transaction in which substantially all of the risks and rewards of ownership of the financial asset are transferred or in which the Lendlease Global REIT Group neither transfers nor retains substantially all of the risks and rewards of ownership and it does not retain control of the financial asset.

Financial liabilities

A financial liability is derecognised when its contractual obligations are discharged or cancelled or expire. The Lendlease Global REIT Group also derecognises a financial liability when its terms are modified and the cash flows of the modified liability are substantially different, in which case a new financial liability based on the modified terms is recognised at fair value.

On derecognition of a financial liability, the difference between the carrying amount extinguished and the consideration paid (including any non-cash assets transferred or liabilities assumed) is recognised in profit or loss.

(iv) Offsetting

Financial assets and financial liabilities are offset and the net amount presented in the statement of financial position when, and only when, the Lendlease Global REIT Group currently has a legally enforceable right to set off the amounts and it intends either to settle them on a net basis or to realise the asset and settle the liability simultaneously.

(c) Impairment

Non-derivative financial assets

Loss allowances is recognised for expected credit losses (“**ECLs**”) on financial assets measured at amortised costs. Loss allowances are measured on either of the following bases:

- 12-months ECLs: these are ECLs 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 ECLs: these are ECLs that result from all possible default events over the expected life of a financial instrument.

Simplified approach

The simplified approach requires the loss allowance to be measured at an amount equal to lifetime ECLs.

General approach

Under the general approach, the loss allowance is measured at an amount equal to 12-months ECLs at initial recognition.

At each reporting date, assessment on whether the credit risk of a financial instrument has increased significantly since initial recognition is required. When credit risk has increased significantly since initial recognition, loss allowance is measured at an amount equal to lifetime ECLs.

When determining whether the credit risk of a financial asset has increased significantly since initial recognition and when estimating ECLs, the Lendlease Global REIT 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 historical experience and informed credit assessment and includes forward-looking information.

If credit risk 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-months ECLs.

The Lendlease Global REIT Group considers a financial asset to be in default when the borrower is unlikely to pay its credit obligations to the Lendlease Global REIT Group in full, without recourse by the Lendlease Global REIT Group to actions such as realising security (if any is held).

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 the entity in accordance with the contract and the cash flows that the Lendlease Global REIT Group expects to receive). ECLs are discounted at the effective interest rate of the financial asset.

Credit-impaired financial assets

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;
- a breach of contract such as a default;
- the restructuring of a loan or advance by the Lendlease Global REIT Group on terms that the Lendlease Global REIT 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.

Presentation of allowance for ECLs 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.

(d) Issue costs

Issue costs relate to expenses incurred in connection with the initial public offering of Lendlease Global REIT. All such expenses are deducted directly against the unitholders' funds.

(e) Leases

Applicable to the Unaudited Pro Forma Consolidated Balance Sheet as at the Listing Date

At the inception of a contract, the Lendlease Global REIT Group assesses whether a contract is, or contains, a lease. A contract is, or contains a lease if the contract conveys the right to control the use of an identified asset for a period of time in exchange for consideration. To assess whether a contract conveys the right to control the use of an identified asset, the Lendlease Global REIT Group assesses whether:

- the contract involves the use of an identified asset – this may be specified explicitly or implicitly and should be physically distinct or represent substantially all of the capacity of a physically distinct asset. If the supplier has a substantive substitution right, then the asset is not identified;
- the Lendlease Global REIT Group has the right to obtain substantially all of the economic benefits from use of the asset throughout the period of use; and
- the Lendlease Global REIT Group has the right to direct the use of the asset. The Lendlease Global REIT Group has this right when it has the decision-making rights that are most relevant to changing how and for what purpose the asset is used. In rare cases where the decision about how and for what purpose the asset is used is predetermined, the Lendlease Global REIT Group has the right to direct the use of the asset if either:
 - the Lendlease Global REIT Group has the right to operate the asset; or
 - the Lendlease Global REIT Group designed the asset in a way that predetermines how and for what purpose it will be used.

At inception or on reassessment of a contract that contains a lease component, the Lendlease Global REIT Group reallocates the consideration in the contract to each lease component based on their relative stand-alone prices. However, for the leases of land and buildings in which it is a lessee, the Lendlease Global REIT Group has elected not to separate non-lease components and account for the lease and non-lease components as a single component.

Short term leases and leases of low-value assets

The Lendlease Global REIT Group has elected not to recognise right-of-use assets and lease liabilities for short-term leases that have a term of 12 months or less or leases of low value assets. The Lendlease Global REIT Group recognises the lease payments associated with these leases as an expense on a straight-line basis over the lease term.

Lessor of an operating lease

When the Lendlease Global REIT Group acts as a lessor, it determines at lease commencement whether each lease is a finance lease or an operating lease.

To classify each lease, the Lendlease Global REIT Group makes an overall assessment of whether the lease transfers to the lessee substantially all of the risks and rewards of ownership incidental to ownership of the underlying asset. If this is the case, then the lease is a finance lease; if not, then it is an operating lease. As part of this assessment, the Lendlease Global REIT Group considers certain indicators such as whether the lease is for the major part of the economic life of the asset.

When the Lendlease Global REIT Group is an intermediate lessor, it accounts for its interests in the head lease and the sub-lease separately. It assesses the lease classification of a sub-lease with reference to the right-of-use asset arising from the head lease, not with reference to the underlying asset. If a head lease is a short-term lease to which the Lendlease Global REIT Group applies the exemption described above, then it classifies the sub-lease as an operating lease.

The Lendlease Global REIT Group recognises lease payments received under operating leases as income on a straight-line basis over the lease term.

(f) 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 legislation 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 met.

(g) Tax

Tax expense comprises current and deferred tax. Current tax and deferred tax is recognised in profit or loss except to the extent that it relates to a business combination, or items recognised directly in equity or in other comprehensive income.

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.

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 financial 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 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 Lendlease Global REIT 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 the temporary differences when they reverse, based on the laws that have been enacted or substantively enacted by the reporting date.

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. 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.

(h) Segment information

An operating segment is a component of the Lendlease Global REIT Group that engages in business activities from which it may earn revenues and incur expenses, including revenues and expenses that relate to transactions with any of the Lendlease Global REIT Group's other components. All operating segments' operating results are reviewed regularly by Lendlease Global REIT's Chief Operating Decision Makers ("CODM") to make decisions about resources to be allocated to the segment and assess its performance, and for which discretion financial information is available.

3. Investment properties

	As at Listing Date S\$'000
Investment properties at valuation	<u>1,402,313</u>

The valuations of the investment properties are set out below:

Description of Property	Location	Term of lease	Valuation
			S\$'000
Sky Complex	Italy	Freehold	400,313
313@somerset	Singapore	99-year leasehold (from 21 November 2006)	1,002,000
			<u>1,402,313</u>

Leases

Investment properties are leased to external customers. The lease terms generally range from 2 to 12 years.

Measurement of fair value

(i) Fair value hierarchy

The fair values are based on the valuations performed by independent professional valuers at 31 July 2019, which do not take into account the effects of the Singapore Property Tenant Incentive Reimbursement where applicable.

The valuers have considered the discounted cash flow method and capitalisation approach in arriving at the open market value as at the reporting date. The valuation methods involve certain estimates. The key assumptions used to determine the fair value of investment properties include projected rental rates, market-corroborated capitalisation yield, terminal yield and discount rate. In relying on the valuation reports, the Manager has exercised its judgement and is satisfied that the valuation methods and estimates are reflective of current market conditions and that the valuation reports are prepared in accordance with recognised appraisal and valuation standards.

(ii) *Valuation technique and significant unobservable inputs*

The following table shows the Lendlease Global REIT Group's valuation technique used in measuring the fair value of investment property, as well as the significant unobservable inputs used.

Valuation technique	Significant unobservable inputs
<i>Discounted cash flow method:</i>	
involves the projection of a series of inflows and outflows to which a market-derived discount rate is applied to establish an indication of the present value of the income streams associated with the property.	Discount rate of 7.00% – 7.25% Terminal yield rate of 4.75% – 5.65%
<i>Capitalisation approach:</i>	
involves the capitalisation of the estimated net income of the investment property at an appropriate investment yield	Capitalisation rate of 4.50% – 5.50%

(See “Appendix E – Independent Property Valuation Summary Reports” for further details.)

Inter-relationship between key unobservable inputs and fair value measurement

An increase/(decrease) in discount rate, terminal yield rate and capitalisation rate in isolation would result in a lower/(higher) fair value measurement.

4. Other receivables

	As at Listing Date S\$'000
Non-current	
VAT receivable	20,265
	<hr/>
	20,265
	<hr/> <hr/>
Current	
VAT receivable	6,211
GST receivable	2,029
	<hr/>
	8,240
	<hr/> <hr/>

Other receivables relate to VAT and GST to be claimed from the relevant tax authorities.

5. Prepayments

Prepayments relate to management fee prepaid to the AIF Manager.

6. Cash and cash equivalents

	As at Listing Date S\$'000
Cash at bank	33,824

7. Units in issue

	As at Listing Date S\$'000
Issue of 1,167.9 million units (includes IPO Acquisition Fee Units)	1,027,792

Each Unit represents an undivided interest in Lendlease Global REIT and carries the same voting rights.

A Unitholder has no equitable or proprietary interest in the Deposited Property and is not entitled to the transfer to the Unitholder of the Deposited Property (or any part thereof) or of any real estate, or interests in the Deposited Property (or any part thereof) of the Lendlease Global REIT.

A Unitholder's liability is limited to the amount paid or payable for any Units. The provisions of the Trust Deed provide that no Unitholder will be personally liable to indemnify the Trustee or any creditor of Lendlease Global REIT in the event that liabilities of the Lendlease Global REIT exceed its assets.

8. Deferred income

Deferred income pertains to advanced collection of rental income from the tenant pertaining to the lease of Sky Complex.

9. Loans and borrowings

	As at Listing Date S\$'000
Non-current	
Unsecured bank loans	533,922
Less: Unamortised transaction costs capitalised	(21,133)
	<u>512,789</u>

Upon listing, the Lendlease Global REIT Group has put in place an unsecured 4-year Euro term loan facility of €285.0 million (S\$434.6 million) and an unsecured 3-year Singapore dollar term loan facility of S\$99.3 million (collectively, the "**Facilities**"). The interest payable on the Facilities is on a floating basis. Lendlease Global REIT is expected to hedge the interest rate risk at the Listing Date.

The Facilities will be fully drawn down on the Listing Date.

Financial covenants

The Facilities contain the following material covenants:

- (a) minimum Deposited Property interest coverage ratio of 2.0 times at the end of each financial quarter;
- (b) ratio of total unencumbered debt to total unencumbered assets on a consolidated basis is not to exceed 50%; and
- (c) a maximum Aggregate Leverage as permitted under the CIS Code.

10. Financial risk management

The Lendlease Global REIT Group's activities expose it to credit risk, liquidity risk, market risk (including interest rate risk and currency risk) in the normal course of its business. The Lendlease Global REIT Group's overall risk management strategy seeks to minimise adverse effects from the unpredictability of financial markets on the Lendlease Global REIT Group's financial performance.

The Board of Directors ("**BOD**") of the Manager is responsible for setting the objectives and underlying principles of financial risk management for the Lendlease Global REIT Group.

Credit risk

Credit risk is the potential financial loss resulting from the failure of a customer or a counterparty to settle its financial and contractual obligations to the Lendlease Global REIT Group as and when they fall due.

The Lendlease Global REIT Group will have a credit policy in place and exposure to credit risk will be monitored on an ongoing basis. Cash will be placed with financial institutions which are regulated.

The maximum exposure to credit risk is represented by the carrying amount of each financial asset in the balance sheet. Except as disclosed, there was no other significant concentration of credit risk.

Liquidity risk

Liquidity risk is the risk that the Lendlease Global REIT Group will encounter difficulty in meeting the obligations associated with its financial liabilities that are settled by delivering cash or another financial asset. The Lendlease Global REIT Group's approach to managing liquidity is to ensure, as far as possible, that it will always have sufficient liquidity to meet its liabilities when due, under both normal and stressed conditions, without incurring unacceptable losses or risking damage to the Lendlease Global REIT Group's reputation.

The Manager monitors liquidity risk and maintains a level of cash and cash equivalents deemed adequate by management to finance the Lendlease Global REIT Group's operations and to mitigate the effects of fluctuations in cash flows. The Manager will put in place working capital facilities post-Listing, which will be available for working capital purposes and general corporate purposes of the Lendlease Global REIT Group.

The following are the contractual maturities of financial liabilities including interest payments and excluding the impact of netting agreements:

	Note	Carrying amount S\$'000	Cash flows		
			Total S\$'000	Within 1 year S\$'000	Within 2 to 5 years S\$'000
As at the Listing Date					
Loans and borrowings	9	512,789	(552,997)	(5,315)	(547,682)

Interest rate risk

The Lendlease Global REIT Group intends to enter into hedging transactions to fix interest rates on its outstanding loans and borrowings via the use of derivative financial instruments, where appropriate.

Capital management

The Manager's objective when managing capital will be to optimise the Lendlease Global REIT Group's capital structure within the borrowing limits set out in the CIS Code issued by the Monetary Authority of Singapore, to fund future acquisitions and asset enhancement works at the Lendlease Global REIT Group's properties. To maintain or achieve an optimal capital structure, the Manager may issue new units or source additional borrowing from both financial institutions and debt capital markets.

Accounting classifications and fair values

Fair values versus carrying amounts

The fair values of financial assets and liabilities, together with the carrying amounts shown in the Unaudited Pro Forma Consolidated Balance Sheet as at the Listing Date are detailed below. It does not include fair value information not measured at fair value if the carrying amount is a reasonable approximation of fair value.

	Note	Carrying amount	
		Financial assets at amortised cost S\$'000	Other financial liabilities S\$'000
As at the Listing Date			
Financial assets not measured at fair value			
Other receivables	4	28,505	–
Cash and cash equivalents	6	33,824	–
		62,329	–
Financial liabilities not measured at fair value			
Loans and borrowings	9	–	(512,789)

11. Commitments

Non-cancellable operating lease rental receivable:

	As at Listing Date S\$'000
– within 1 year	69,481
– within 2 to 5 years	144,457
– after 5 years	42,902
	<hr/> <u>256,840</u>

12. Significant related party transactions

For the purposes of these financial statements, parties are considered to be related to the Lendlease Global REIT Group if the Manager has the ability, directly or indirectly, to control the party or exercise significant influence over the party in making financial and operating decisions, or vice versa, or where the Manager and the party are subject to common significant influence. Related parties may be individuals or other entities.

In the normal course of its business, the Lendlease Global REIT Group will carry out transactions with related parties on terms agreed between the parties. As at the Listing Date, in addition to those disclosed elsewhere in the financial statements, there was the following significant related party transaction:

	As at Listing Date S\$'000
Acquisition fees paid/payable to the Manager	<hr/> <u>11,526</u>

13. Operating segments

The operating segment information is based on the Lendlease Global REIT Group's internal reporting structure for the purpose of allocating resources and assessing performance by the Lendlease Global REIT Group's CODM. The Lendlease Global REIT Group has two reportable segments, which are retail and office. The reporting segments operate in different countries and are managed separately because of the differences in operating and regulatory environment.

The following summary describes the operations in each of the Lendlease Global REIT Group's reportable segments:

- (i) Retail (Singapore) – leasing of retail property
- (ii) Office (Italy) – leasing of office property

Information regarding the results of each reportable segment is included below. Segment assets include items directly attributable to a segment as well as those that can be allocated on a reasonable basis. Unallocated assets comprise mainly cash and cash equivalents and other receivables.

Information about reportable segments

	<u>Retail</u>	<u>Office</u>	
	Singapore S\$'000	Italy S\$'000	Total S\$'000
As at the Listing Date			
Reportable segment assets	1,002,000	400,313	1,402,313

Reconciliations of reportable segment assets

	As at Listing Date S\$'000
Assets	
Total assets for reportable segments	1,402,313
Unallocated assets	63,555
Total assets	1,465,868

14. Other information

Details of the subsidiary are as follows:

Name of subsidiary	Country of incorporation/ Principal place of business	Principal activities	Ownership interest held %
Lendlease Global Commercial (IT) Pte. Ltd.	Singapore	Investment holding	100

(F) MANAGER'S MANAGEMENT FEES, TRUSTEE'S FEE, PROPERTY MANAGEMENT FEES AND OTHER MANAGEMENT FEES

(i) Manager's Fees

The Manager is entitled under the Trust Deed to fees as follows:

(a) Management Fees

- A base fee of 0.3% per annum of Lendlease Global REIT's Deposited Property; and
- A performance fee of 5.0% per annum of Lendlease Global REIT's Net Property Income calculated before accounting for the Performance Fee in the relevant Financial Year.

(b) Acquisition Fee

- 1.0% (or such lower percentage as maybe determined by the Manager in its absolute discretion) of the acquisition price of any real estate or investment purchased by the Lendlease Global REIT Group.
- IPO Acquisition Fee of approximately 0.75% of the acquisition price of the Singapore Property and 1.0% of the acquisition price of the Milan Property is payable to the Manager on the Listing Date.

(ii) Trustee's Fee

The Trustee is entitled under the Trust Deed to a fee charged on a scaled basis of up to 0.015% per annum of the value of the Deposited Property, excluding out-of-pocket expenses and GST in accordance with the Trust Deed.

(iii) Property Manager's Management Fees

Property management fees are payable to the Property Manager for each property of the Lendlease Global REIT Group under its management:

Singapore

The property management fee for the Singapore Property is charged based on the following formula:

$F = F1 + F2$, where

$F1 = 1.85\%$ of GR; and

$F2 = 1.85\%$ of $(GR - OE - F1)$.

and:

GR = Gross receipts for the Financial Year which refers to all income accruing or resulting from the operation of the Singapore Property for the relevant Financial Year or part thereof, including but not limited to rental income (including turnover rent), rental premiums, licence fees, service charges, advertising and promotion fees and other sums due from tenants, licensees and concessionaires and other income or revenue earned from all rights of occupation or use of the Singapore Property and the proceeds of any payment under any insurance policy against loss of rent or other income arising from the operation of the Singapore Property.

OE = Operating expenses for that Financial Year which refers to all costs and expenses incurred in the operation, maintenance, management, repair and cleaning of the Property.

The Manager has agreed for the Singapore Property Manager to receive 100.0% of its property management fees in respect of the Singapore Property in units for the period after listing in the Forecast Year 2020 and the Projection Year 2021.

The fee charged by the Singapore Property Manager under the Master Property Management Agreement for properties that are acquired after listing will be 2.0% per annum of Gross Revenue and 2.0% per annum of Net Property Income before deductions for the property management fee of the relevant property.

Italy

The fees for the Milan Property is charged based on the following, as applicable:

- (i) an initial fee of €15,000;
- (ii) a property management and building management fee of 0.95% per annum of the Gross Rental Income of the Milan Property, subject to a minimum sum of €90,000;
- (iii) a project management fee of:
 - (a) 5.0% of the cost of the maintenance works (the “**Milan Property Project Cost**”) if the Milan Property Project Cost is €200,000 or below;
 - (b) 3.9% of the Milan Property Project Cost subject to a minimum project management fee of €10,000 if the Milan Property Project Cost is above €200,000 and below €2.0 million; or
 - (c) 3.2% of the Milan Property Project Cost subject to a minimum project management fee of €78,000 if the Milan Property Project Cost is €2.0 million or above;
- (iv) a construction supervision fee of:
 - (a) 3.0% of the cost of the applicable construction project (the “**Milan Property Construction Cost**”) if Milan Property Construction Cost is €200,000 or below;
 - (b) 2.5% of the Milan Property Construction Cost subject to a minimum construction supervision fee of €6,000 if the Milan Property Construction Cost is above €200,000 and below €2.0 million; or

- (c) 2.0% of the Milan Property Construction Cost subject to a minimum construction supervision fee of €50,000 if the Milan Property Construction Cost is €2.0 million or above.

The Manager has agreed for the Milan Property Manager to receive 100.0% of its property management fees in respect of the Milan Property in cash for the period after listing in the Forecast Year 2020 and the Projection Year 2021.

(iv) Other Management Fees

Italy Management Fee

In exchange for the provision of investment management services to the AIF under the AIF Management Regulations, the AIF Manager is entitled to a management fee comprising a base fee of 0.175% per annum of the Value of the AIF Assets.

Manager's fees, property management fees and other management fees are payable in the form of cash or be used to subscribe for units in Lendlease Global REIT. Where the fee is used to subscribe for units, the Manager has assumed that such units are issued at the higher of (i) the volume weighted average price for a Unit for all trades on the SGX-ST for the last 10 business days immediately preceding (and including) the end date of the relevant quarter and (ii) the closing price on the date of issuance of the units in payment of such fees higher of (i) the volume weighted average price for a Unit for all trades on the SGX-ST for the last 10 business days immediately preceding (and including) the end date of the relevant quarter and (ii) the closing price on the date of issuance of the units in payment of such fees.

(See "Certain Agreements Relating to Lendlease Global REIT and the Properties" for further details.)

INDEPENDENT TAXATION REPORT

The Board of Directors
Lendlease Global Commercial Trust Management Pte. Ltd.
as Manager of Lendlease Global Commercial REIT
2 Tanjong Katong Road
#05-01 Paya Lebar Quarter
Singapore 437161

RBC Investor Services Trust Singapore Limited
as trustee of Lendlease Global Commercial REIT
8 Marina View
#26-01 Asia Square Tower 1
Singapore 018960

25 September 2019

Dear Sirs:

Independent Taxation Report

This letter has been prepared at the request of Lendlease Global Commercial Trust Management Pte. Ltd. (the “**Manager**”) in its capacity as the manager of Lendlease Global Commercial REIT (“**Lendlease Global REIT**”) for inclusion in the Prospectus to be issued in relation to the initial public offering of the units in Lendlease Global REIT (the “**Units**”) on Singapore Exchange Securities Trading Limited (“**SGX-ST**”).

The purpose of this letter is to provide prospective purchasers of the Units with an overview of certain Singapore tax consequences of the purchase, ownership and disposition of the Units on the basis of the transaction structure for the IPO Portfolio. This letter principally addresses investors who hold the Units as investment assets. Investors who hold or acquire the Units for dealing purposes should consult their own tax advisers concerning the tax consequences of their particular situations.

This letter also provides an overview of certain Singapore and Italy tax consequences that may be applicable to Lendlease Global REIT from investing in the IPO Portfolio.

This letter is not a tax advice and does not attempt to describe comprehensively all the tax considerations that may be relevant to a decision to purchase, own or dispose of the Units. It also does not provide an overview of the taxation of Unitholders, and any subsequent purchaser or acquirer of the Units from any person, in any country outside Singapore.

Prospective investors of the Units should consult their own tax advisers to take into account the tax law applicable to their particular situations. In particular, prospective investors who are not Singapore tax residents are advised to consult their own tax advisers to take into account the tax laws of their respective countries of residence and the existence of any tax treaty which their countries of residence may have with Singapore.

This letter is based on the tax laws in the applicable jurisdictions and the relevant interpretations thereof current as at the date of this letter, all of which are subject to change, possibly with retroactive effect. In relation to “Singapore Taxation”, this letter is also based on certain measures announced in the 2019 Singapore Budget which have yet to be enacted as laws and is thus subject to the precise wordings of the relevant provisions when enacted.

Words and expressions in this letter have the same meaning as defined in the Prospectus. In addition, unless the context requires otherwise, words in the singular include the plural and the other way around and words of one gender include any gender.

A. SINGAPORE TAXATION

I. INCOME TAX

Taxation of real estate investment trusts in general

Under current Singapore income tax law, the taxable income of a trust comprises:

- (a) income accruing in or derived from Singapore; and
- (b) unless otherwise exempt, income derived from outside Singapore (i.e. foreign-sourced income) which is received in Singapore or deemed to have been received in Singapore by the operation of law.

The taxable income of a trust is ascertained in accordance with the provisions of the Singapore income tax law, after deduction of all allowable expenses and any other allowances permitted under the law.

The taxable income of a trust, or part thereof, is subject to tax, currently at the rate of 17.0% and the tax is assessed on the trustee in the following circumstances:

- (a) where the income is derived from any trade or business carried on by the trustee, in its capacity as trustee of the trust;
- (b) where the beneficiaries of the trust are not resident in Singapore; or
- (c) where the beneficiaries are not entitled to the income of the trust.

Any distribution made out of such income which has been assessed to tax on the trustee is capital in nature and therefore will not be subject to any further tax in the hands of the beneficiaries. The tax paid by the trustee on such income is not imputed as a credit to the beneficiaries for Singapore income tax purposes.

Where the taxable income of a trust is income other than that derived from any trade or business carried on by the trustee, such income may be assessed to tax directly on the beneficiaries of the trust where the beneficiaries are resident in Singapore and are entitled to the income of the trust.

For a real estate investment trust, which is defined in the Income Tax Act, Chapter 134 of Singapore (the "**Income Tax Act**") to mean "a trust that is constituted as a collective investment scheme authorised under section 286 of the Securities and Futures Act (Cap. 289) and listed on the Singapore Exchange, and that invests or proposes to invest in immovable property and immovable property-related assets" (referred hereinafter as a "**REIT**"), the trustee may be charged at a lower rate or not charged with any tax, as the Comptroller of Income Tax ("**Comptroller**") shall determine and subject to the satisfaction of the Comptroller. This treatment (known as "**tax transparency treatment**"), if granted, will apply to only certain income of a REIT, including rental income or income from the management or holding of immovable property but not including gains from the disposal of immovable property ("**tax-transparent income**"). Beneficiaries of the REIT are instead assessed to tax on the share of such tax-transparent income to which each of them is beneficially entitled. The tax may be assessed directly on the beneficiaries or deducted by the trustee from the amount of distribution made to the beneficiaries, depending on their own particular circumstances.

The income of a REIT that is taxable in the hands of its beneficiaries does not include income from any trade or business carried on by the trustee that is not tax-transparent income. Tax on such non tax-transparent income would have been assessed on the trustee of the REIT. Beneficiaries of the REIT are not subject to further tax on distributions made out of such non tax-transparent income. The tax paid by the trustee on such non tax-transparent income is not imputed as a credit to the beneficiaries for Singapore income tax purposes.

Where the REIT derives tax-exempt income, such income is exempt from tax in the hands of the trustee. Beneficiaries of the REIT will also be exempt from tax on the share of such tax-exempt income to which each of them is beneficially entitled.

There is no capital gains tax in Singapore. However, gains from the sale of investments are generally chargeable to tax if such gains arise from or are otherwise connected with the activities of a trade or business carried on in Singapore. Such gains, even if they do not arise from an activity in the ordinary course of trade or business or from an ordinary incident of some other business activity, may also be considered gains or profits of an income nature if the investments were acquired with the intent or purpose of making a profit from their subsequent sale and not for long-term investment purposes.

The distributions made by a REIT out of non-income cash flows, such as amounts received in the form of a repayment of shareholder's loan from its subsidiary, will be treated as a return of capital for Singapore income tax purposes and the amount of such distributions will be applied to reduce the cost of the units in the REIT. For unitholders who hold the units as trading or business assets and are liable to Singapore income tax on gains arising from disposal of the units, the reduced cost of the units will be used to calculate the amount of taxable gains when the units are subsequently disposed of. If the amount of return of capital exceeds the cost or reduced cost of the units, the excess will be subject to tax as trading income of such unitholders.

Taxation of Lendlease Global REIT

Lendlease Global REIT is liable to Singapore income tax, currently at the rate of 17.0%, on:

- (a) income accruing or derived from Singapore; and
- (b) unless otherwise exempt, income derived from outside Singapore which is received in Singapore or deemed to have been received in Singapore by the operation of law.

The taxable income of Lendlease Global REIT will be ascertained in accordance with the provisions of the Income Tax Act, after deduction of all allowable expenses and any other allowances permitted under that Act.

Specified Taxable Income of Lendlease Global REIT

Lendlease Global REIT has obtained approval for tax transparency treatment from the IRAS. For the purpose of applying for this tax transparency treatment, the Trustee and the Manager have given a joint undertaking to the IRAS to comply with certain conditions. One of those conditions requires Lendlease Global REIT to distribute at least 90.0% of its Specified Taxable Income to Unitholders in the same year in which the income is derived.

Under the tax transparency treatment, and subject to meeting the conditions specified in the joint undertaking that was given to the IRAS, Specified Taxable Income derived by Lendlease Global REIT will not be assessed to tax in the hands of the Trustee to the extent of the amount distributed to unitholders, provided that at least 90.0% of Specified Taxable Income is distributed within the year in which the income is derived. Instead, the Trustee and the Manager will deduct income tax at the prevailing tax rate, currently 17.0%, from Taxable Income Distributions to Unitholders.

However, where the beneficial owners of the Units are Qualifying Unitholders (as defined herein), the Trustee and the Manager will make the distributions to such Unitholders without deduction of any income tax. In addition, where the beneficial owners are Qualifying Non-resident Non-individual Unitholders (as defined herein), the Trustee and the Manager will deduct Singapore income tax at the reduced rate of 10.0% for distributions made on or before 31 March 2020. As announced in the 2019 Singapore Budget, the reduced rate of 10.0% has been expanded to include distributions made to Qualifying Non-resident Funds (as defined herein) and will be extended to distributions made on or before 31 December 2025.

A “**Qualifying Unitholder**” is a Unitholder who is:

- an individual;
- a company incorporated and tax resident in Singapore;
- a Singapore branch of a company incorporated outside Singapore;
- a body of persons, other than a company or a partnership, incorporated or registered in Singapore (for example, a town council, a statutory board, a registered charity, a registered co-operative society, a registered trade union, a management corporation, a club and a trade and industry association);
- an international organisation that is exempt from tax on such distributions by reason of an order made under the International Organisations (Immunities and Privileges) Act (Chapter 145 of Singapore); and
- a real estate investment trust exchange-traded fund which has itself been accorded the tax transparency treatment (but only in respect of Taxable Income Distribution made by Lendlease Global REIT on or before 31 December 2025 (as announced in the 2019 Singapore Budget)).

A “**Qualifying Non-resident Non-individual Unitholder**” is a Unitholder who is neither an individual nor a resident of Singapore for income tax purposes and who:

- does not have any permanent establishment in Singapore; or
- carries on any operation through a permanent establishment in Singapore, where the funds used by that person to acquire the Units are not obtained from that operation.

A “**Qualifying Non-resident Fund**” is a non-resident fund which qualifies for tax exemption under Section 13CA, 13X or 13Y of the Income Tax Act and which:

- does not have any permanent establishment in Singapore (other than a fund manager in Singapore); or
- carries on any operation through a permanent establishment in Singapore (other than a fund manager in Singapore), where the funds used by the qualifying fund to acquire the Units are not obtained from that operation.

For this purpose, a non-resident fund refers to a fund being a non-resident company, a partnership where all partners are non-residents, a trust administered by a non-resident trustee, or a non-resident entity.

To receive distributions without tax deduction at source, Unitholders who are Qualifying Unitholders (other than those who are individuals) must disclose their status in a prescribed form provided by the Manager. Similarly, to receive distributions with tax deduction at the reduced rate of 10.0% for distributions made on or before 31 December 2025 (as announced in the 2019 Singapore Budget), Qualifying Non-resident Non-individual Unitholders and Qualifying Non-resident Funds must disclose their status in a prescribed form provided by the Manager.

Where the Units are held in joint names, the Trustee and the Manager will deduct income tax at the prevailing tax rate, currently 17.0%, from Taxable Income Distributions, unless all the joint Unitholders are individuals.

Where the Units are held through a nominee, the Trustee and the Manager will deduct income tax at the prevailing tax rate, currently 17.0%, from Taxable Income Distributions, except in the following situations:

- where the Units are held for beneficial owners who are Qualifying Unitholders, tax may not be deducted at source where a declaration is made by the nominee of the beneficial owners' status (which includes the provision of certain particulars of the beneficial owners) in a prescribed form to the Trustee and the Manager;
- where the Units are held for beneficial owners who are Qualifying Non-resident Non-individual Unitholders or Qualifying Non-resident Funds, tax may be deducted at source at the reduced rate of 10.0% for distributions made on or before 31 December 2025 (as announced in the 2019 Singapore Budget) where a declaration is made by the nominee of the beneficial owners' status (which includes the provision of certain particulars of the beneficial owners) in a prescribed form to the Trustee and the Manager; and
- where the Units are held by the nominees as the Supplementary Retirement Scheme (“**SRS**”) operators acting for individuals who purchased the Units within the SRS, tax will not be deducted at source for distributions made in respect of these Units.

The tax transparency treatment does not apply to any amount of Specified Taxable Income that is not distributed to Unitholders and any income that is not Specified Income, for example, gains from the disposal of immovable properties which are considered trading gains. The Trustee will be assessed to tax on such income. Any distribution made out of such income (i.e. income in respect of which tax has been assessed on the Trustee) will not be subject to deduction of tax at source by the Trustee and the Manager.

Taxable Income Distributions made to Unitholders will be based on the amount of Specified Taxable Income determined by the Manager. In the event that the amount of Specified Taxable Income finally agreed with the IRAS is different from the amount of Specified Taxable Income determined by the Manager for distribution purposes, the difference will be added to or deducted from, as the case may be, the amount of Specified Taxable Income determined by the Manager for the next distribution immediately after the difference has been agreed with the IRAS. This arrangement, known as “rollover income adjustments”, is accepted by the IRAS based on the understanding that:

- (a) the shortfall in distribution is not material;
- (b) no major issue that would cause undue delay in reaching the agreement with the IRAS is envisaged; and
- (c) the IRAS reserves the right to review such arrangement as and when needed.

The practical effect of the rollover income adjustments to Unitholders is that the amount of distributions received by Unitholders for a distribution period may be reduced or increased by the amount of such adjustments.

Dividends from IT SingCo

Provided that IT SingCo is a tax resident of Singapore, dividends derived from IT SingCo will be exempt from Singapore income tax in the hands of the Trustee under Section 13(1)(za) of the Income Tax Act.

A company is tax resident in Singapore if the control and management of its business is exercised in Singapore.

Taxation of IT SingCo

IT SingCo is subject to Singapore income tax, currently at the rate of 17.0%, on:

- (a) income accruing in or derived from Singapore; and
- (b) unless otherwise exempt, income derived from outside Singapore which is received in Singapore or deemed to have been received in Singapore by the operation of law.

The income of IT SingCo is expected to comprise foreign distributions from the Italy AIF.

The MOF has granted a tax exemption under Section 13(12) of the Income Tax Act on the foreign distributions that IT SingCo will receive from the Italy AIF in respect of the Milan Property. This tax exemption is subject to certain conditions, including but not limited to the condition that IT SingCo is a tax resident of Singapore.

Taxation of gains from disposal of investments

Singapore does not impose tax on capital gains. The determination of whether gains from disposal of investments are income or capital in nature is based on a consideration of the facts and circumstances of each case.

In the event of any disposal of investments (shares, units or properties), gains arising from such disposal will not be liable to Singapore income tax unless the gains are considered income of a trade or business carried on in Singapore by the seller. Such gains may also be liable to Singapore income tax if the investments were acquired with the intent or purpose of making a profit from sale and not intended for long-term investment purposes.

Taxation of Unitholders

Distributions made out of Lendlease Global REIT's Specified Taxable Income

Individual Unitholders

Individuals who hold Units as investment assets and not as trading assets, excluding individuals who hold Units through a partnership in Singapore, are exempt from income tax on Taxable Income Distributions, regardless of their nationality or tax residence status.

Individuals who hold Units as trading assets or through a partnership in Singapore are subject to income tax on Taxable Income Distributions. The gross amount of such distributions (i.e. before tax deducted at source, if any) is taxable in the hands of the individuals at their own applicable income tax rate.

Qualifying Non-resident Non-individual Unitholders and Qualifying Non-resident Funds

Qualifying Non-resident Non-individual Unitholders and Qualifying Non-resident Funds are subject to Singapore income tax on Taxable Income Distributions. The tax is imposed on the gross amount of such distributions (i.e. before tax deducted at source) at the prevailing tax rate (currently 17.0%) except for distributions made on or before 31 December 2025 (as announced in the 2019 Singapore Budget) where the tax rate is reduced to 10.0%.

Non-individual Unitholders (other than Qualifying Non-resident Non-individual Unitholders and Qualifying Non-resident Funds)

Unless otherwise exempt or reduced, Non-individual Unitholders (other than Qualifying Non-resident Non-individual Unitholders and Qualifying Non-resident Funds) are subject to Singapore income tax on Taxable Income Distributions, regardless of whether the Trustee and the Manager had deducted tax from the distributions. The gross amount of such distributions (i.e. before tax deducted at source (if any)) is taxable at the prevailing tax rate (currently 17.0%).

Tax deducted at source

Where tax had been deducted at source at the prevailing tax rate (currently 17.0%), the tax deducted is not a final tax. Unitholders can use such tax deducted at source to set-off against their Singapore income tax liabilities. However, the tax at 10.0% on Taxable Income Distributions made to Qualifying Non-resident Non-individual Unitholders and Qualifying Non-resident Funds on or before 31 December 2025 (as announced in the 2019 Singapore Budget) is a final tax.

Distribution made out of Lendlease Global REIT's income subject to tax on the Trustee

Distributions made out of income that has been assessed to tax at the Trustee level (e.g. Specified Taxable Income that was not distributed or income that is not Specified Income) are treated as capital in nature and will not be subject to tax in the hands of Unitholders. Unitholders are not entitled to tax credits for any taxes paid or payable by the Trustee on income subject to tax on the Trustee.

Distributions made out of Lendlease Global REIT's tax-exempt income

Unitholders will be exempt from Singapore income tax on distributions made by Lendlease Global REIT out of its tax-exempt income, such as dividends from IT SingCo. No tax will be deducted at source or withheld on such distribution.

Distributions made out of Lendlease Global REIT's gain on disposal of shares and/or immovable properties

Unitholders will not be liable to Singapore income tax on distributions made out of Lendlease Global REIT's gain arising from the disposal of shares and/or immovable properties which is capital in nature.

If the gain on disposal of shares and/or immovable properties is assessed to tax on the Trustee (i.e. if it is considered income derived from a trade or business or if the shares and/or immovable properties were acquired with the intent or purpose of making a profit from their subsequent sale and not for long-term investment purposes), Unitholders will not be liable to Singapore income tax on distributions made out of such gain as the gain would have been subject to tax in the hands of the Trustee. Unitholders are not entitled to tax credits for any taxes paid or payable by the Trustee on such gain.

Distributions made out of Lendlease Global REIT's capital receipts

Capital distributions (e.g. distribution made out of non-revenue cash flows such as amounts received in the form of a repayment of shareholder's loan) will be regarded as a return of capital in the hands of Unitholders. The amount of such distribution will be applied to reduce the cost base of Units held by Unitholders. For Unitholders who are liable to Singapore income tax on gains arising from the disposal of Units, the reduced cost base of Units will be used to calculate the amount of taxable gains when the Units are subsequently disposed of. If the amount of return of capital exceeds the cost base or reduced cost base of Units, the excess will be subject to tax as trading income of such Unitholders.

Gain on disposal of Units

Singapore currently does not impose tax on capital gains. Therefore, gains on disposal of the Units that are capital in nature will not be subject to Singapore income tax. However, such gains may be considered income in nature and subject to Singapore income tax if they arise from or are otherwise connected with the activities of a trade or business carried on in Singapore. Such gains may also be considered income in nature, even if they do not arise from an activity in the ordinary course of trade or business or an ordinary incident of some other business activity, if the intention of the Unitholder was not to hold the Units as long-term investments.

As the precise tax status of one Unitholder will vary from another, Unitholders are advised to consult their own professional advisers on the Singapore tax consequences that may apply to their individual circumstances.

Unitholders who have adopted or are required to adopt Singapore Financial Reporting Standard 109 – Financial Instruments (“**FRS 109**”), Singapore Financial Reporting Standard 39 – Financial Instruments: Recognition and Measurement (“**FRS 39**”) or their equivalents under the Singapore Financial Reporting Standard (International) (“**SFRS(I)**”) for financial reporting purposes may, for Singapore income tax purposes, be required to recognise gains or losses (not being gains or losses in the nature of capital) on the Units, irrespective of disposal. Unitholders should consult their own accounting and tax advisers regarding the Singapore income tax consequences of their acquisition, holding or disposal of the Units arising from the adoption of FRS 39, FRS 109 or their equivalents under SFRS(I).

Declaration by Unitholders

To receive gross Taxable Income Distributions (i.e., without tax deduction at source) or Taxable Income Distributions net of tax deduction at the reduced rate of 10.0%, as the case may be:

- (a) in respect of Units held directly by beneficial owners who are Qualifying Unitholders (other than those who are individuals), Qualifying Non-resident Non-individual Unitholders or Qualifying Non-resident Funds, these Unitholders will have to make a declaration of their status and provide such other particulars as may be required in a prescribed form provided by the Manager; and
- (b) in respect of Units held by nominees for the benefit of Qualifying Unitholders, Qualifying Non-resident Non-individual Unitholders or Qualifying Non-resident Funds, these nominees will have to declare the status of the ultimate beneficial owners of the Units and provide such other particulars of the ultimate beneficial owners as may be required in a prescribed form provided by the Manager.

A draft sample of each of the prescribed forms is attached as an Annex to this letter.

The prescribed form must be completed and returned to the Trustee within the time limit set by the Trustee and the Manager. The Trustee and the Manager will make Taxable Income Distributions without deduction of tax (for distributions made to Qualifying Unitholders) or after deduction of tax at the reduced rate of 10.0% (for distributions made on or before 31 December 2025 to Qualifying Non-resident Non-individual Unitholders and Qualifying Non-resident Funds as announced in the 2019 Singapore Budget), as the case may be, only if they are satisfied from the statements and declarations made in the prescribed forms as to the status of Unitholders and that they are the beneficial recipients of the distributions to be made. Unitholders who are individuals do not have to submit any prescribed form.

II. GOODS AND SERVICES TAX (“GST”)

GST is a broad-based consumption tax levied on the import of goods, as well as nearly all supplies of goods and services in Singapore. The prevailing rate of GST in Singapore is 7.0%. As announced in the 2018 Singapore Budget, the Singapore Government plans to raise the standard rate of GST from 7.0% to 9.0%, sometime in the period from 2021 to 2025 and to impose GST on business to business imported services via a reverse charge mechanism with effect from 1 January 2020.

Lendlease Global REIT and IT SingCo

Lendlease Global REIT is registered for GST in Singapore and should, subject to satisfying the input tax claims condition, be eligible to claim the GST incurred (except for those specifically disallowed under the GST legislation) on its business expenses (such as offering-related and routine operating expenses) as input GST for the making of taxable supplies.

In addition, pursuant to a GST remission granted by the Minister for Finance, Lendlease Global REIT (as a Singapore-listed REIT) is allowed to claim:

- (a) the GST incurred on its business expenses, irrespective of whether it holds underlying non-residential properties directly or indirectly through its SPVs (including IT SingCo); and
- (b) the GST incurred on the setting up of the SPVs or the GST incurred by its SPVs (including IT SingCo) on the acquisition and holding of the non-residential properties.

The above GST claims are subject to conditions governing the GST remission and the general input tax claims conditions prescribed under the GST legislation. These conditions include, among others, the following:

- (a) Lendlease Global REIT is listed or to be listed on the SGX;
- (b) Lendlease Global REIT has veto rights over key operational issues of its SPVs holding the underlying non-residential properties; and
- (c) the underlying non-residential properties of Lendlease Global REIT make taxable supplies or out-of-scope supplies which would have been taxable supplies if made in Singapore (e.g. lease of non-residential properties located outside Singapore).

The aforementioned GST remission is currently applicable for expenses incurred up to and including 31 March 2020. As announced in the 2019 Singapore Budget, the GST remission will be extended to 31 December 2025. If this remission is not subsequently extended beyond 31 December 2025, Lendlease Global REIT will not be able to claim the GST incurred by its SPVs on their expenses after 31 December 2025.

Unitholders

Purchase and sale of Units

The sale of the Units by a GST-registered investor belonging in Singapore through an SGX-ST member or to another person belonging in Singapore is an exempt supply not subject to GST. Any input GST (e.g. GST on brokerage) incurred by the GST-registered investor in making such an exempt supply is generally not recoverable unless the investor satisfies certain conditions prescribed under the GST legislation or certain GST concessions by the Singapore Comptroller of GST.

Where the Units are supplied by a GST-registered investor to a person who belongs outside Singapore (and who is outside Singapore at the time of supply), the sale should generally, subject to the satisfaction of certain conditions, be subject to GST at 0%. Any input GST incurred by a GST-registered investor in making such a zero-rated supply may, subject to the provisions of the GST legislation, be recoverable from the Singapore Comptroller of GST.

Investors should seek their own tax advice on the recoverability of GST incurred on expenses in connection with the purchase and disposition of the Units.

Services such as arranging, broking, underwriting or advising on the issue, allotment or transfer of ownership in the Units rendered by a GST-registered person to an investor belonging in Singapore for GST purposes will be subject to GST at the standard rate of 7.0%. Similar services contractually supplied to an investor who belongs outside Singapore (and who is outside Singapore at the time of supply) should generally, subject to satisfaction of certain conditions, be subject to GST at 0%.

B. ITALY TAXATION

I. INCOME TAX

Taxation of the Italy AIF

The Milan Property will be held by an AIF.

An AIF which owns Italian real estate assets and meets all the legal and regulatory conditions to be treated as an undertaking for collective investments should not be subject to Italian income taxes (i.e. corporate income tax at the prevailing rate, currently 24.0% and regional income tax at the prevailing rate, currently 3.9%) on its income (i.e. net rental income and gains on disposal of properties).

Disposal of units in the Italy AIF

Capital gains derived by non-Italian resident companies from the sale of AIF units are generally subject to Italian tax, currently at the rate of 26.0%. However, pursuant to the Convention between Italy and Singapore for the Avoidance of Double Taxation, the gains realised from the disposal of units in the Italy AIF should be exempt from Italian income tax if the necessary conditions, including the seller being a tax resident of Singapore, are satisfied at the time of disposal.

Disposal of shares in IT SingCo

Disposal of shares in IT SingCo should not be subject to Italian income tax.

II. WITHHOLDING TAX

Profit distributions made by an AIF to non-Italian resident investors should be subject to Italian withholding tax, currently at the rate of 26.0% which may be reduced under applicable tax treaty if the necessary conditions are met.

Furthermore, under Article 7, paragraph 3, of Decree 351/2001, profit distributions made by an AIF may be exempt from Italian withholding tax under certain conditions if made to the following qualifying foreign investors who invest in the AIF either directly or indirectly via a wholly-owned vehicle established in a state included in the list set forth by the Decree of Minister of Finance on 4 September 1996 (the “**White List (Italy)**”):

- (a) Pension funds and undertakings for collective investments that are established in a state included in the White List (Italy);
- (b) Organisations established under international agreements ratified in Italy; and
- (c) Central banks or organisations that manage the official reserves of foreign states.

A ruling has been obtained from the Italian tax authority to confirm that Lendlease Global REIT would meet the conditions of an undertaking for collective investments that is established in a state included in the White List (Italy) (which, for the avoidance of doubt, includes Singapore) and hence the aforesaid withholding tax exemption should apply to the distributions made by the Italy AIF to IT SingCo.

III. REAL ESTATE OWNERSHIP AND SERVICE TAXES

There are local and national ownership and service taxes payable bi-annually or annually. The rates depend on municipality where the property is located and in the case of the Milan Property, the rates can range from 0% to 1.0% or more, the taxable basis being the cadastral value of the property.

The following real estate ownership and service taxes should apply:

- (a) *Imposta municipale propria* or “IMU”, which is a tax levied on ownership of real property rights. The taxable basis of IMU is the cadastral value, as reflected in the cadastral registrar on 1 January of the relevant year, plus a 5.0% addition to the cadastral value, multiplied by a coefficient ranging from 55 to 160, depending on the cadastral classification of the property. The general tax rate is 0.76%, but the municipality in which the immovable property is located may increase or decrease the rate by a coefficient of up to 0.3%;
- (b) *Tassa sui servizi indivisibili* or “TASI”, which is a tax on indivisible municipal services. The taxable basis of TASI is the same as for IMU. The standard tax rate is 0.1%, but the municipality can increase or decrease the rate. In case of leased property, a portion of TASI ranging from 10.0% to 30.0%, depending on the competent municipality, is borne by the tenant; and
- (c) *Tassa sui rifiuti* or “TARI”, which is a tax on solid waste disposal. The taxable basis for TARI is calculated with reference to the area occupied by the immovable property and open spaces. The municipality may assume that the taxable basis is 80.0% of the area occupied by the immovable property and open spaces according to the cadastral classification (immovable property registry). In case of leased property, TARI is borne by the tenant.

IV. VAT

VAT is an indirect tax levied on the supplies of goods or services made in Italy by individual or legal entity in the course of a business, or that performs an artistic or professional activity in Italy (the standard rate of VAT is currently 22.0%).

Yours faithfully

Lim Gek Khim
Partner
for and on behalf of
Ernst & Young Solutions LLP

ANNEX TO APPENDIX D

To: Unit Registrar

FORM A DECLARATION FOR SINGAPORE TAX PURPOSES

Name of registered holder (preprinted) Account No. : (preprinted)
Address (preprinted) Holding : (preprinted)

Name of Counter: Lendlease Global Commercial REIT
DISTRIBUTION NO. [x] (Distribution Period: [Date] to [Date])

Please read the following important notes carefully before completion of this Form:

- 1 The Trustee and the Manager of Lendlease Global Commercial REIT ("LLGCREIT") will not deduct tax from distributions made out of LLGCREIT's taxable income that is not taxed at the Trustee level of LLGCREIT to:
 - (a) Unitholders who are individuals and who hold the units either in their sole names or jointly with other individuals;
 - (b) Unitholders which are companies incorporated and tax resident in Singapore;
 - (c) Unitholders which are Singapore branches of companies incorporated outside Singapore;
 - (d) Unitholders which are body of persons (excluding companies or partnerships) incorporated or registered in Singapore, such as:
 - (i) charities registered under the Charities Act (Cap. 37) or established by any written law; or
 - (ii) town councils; or
 - (iii) statutory boards; or
 - (iv) co-operative societies registered under the Co-operative Societies Act (Cap. 62); or
 - (v) trade unions registered under the Trade Unions Act (Cap. 333);
 - (e) Unitholders which are international organisations that are exempt from tax on such distributions by reason of an order made under the International Organisations (Immunities and Privileges) Act (Cap. 145); or
 - (f) Unitholders which are real estate investment trust exchange-traded funds ("REIT ETFs") which have been accorded the tax transparency treatment.
- 2 For taxable income distributions made to classes of unitholders that do not fall within the categories stated under Note 1 above, the Trustee and the Manager of LLGCREIT will deduct tax at the rate of 10% if the unitholders are:
 - (a) foreign non-individual investors; or
 - (b) foreign funds.

A foreign non-individual investor is one who is not a resident of Singapore* for income tax purposes and:

 - (i) who does not have a permanent establishment^a in Singapore; or
 - (ii) who carries on any operation in Singapore through a permanent establishment in Singapore, where the funds used to acquire the units in LLGCREIT are not obtained from that operation.

A foreign fund[#] is one that qualifies for tax exemption under section 13CA, 13X or 13Y of the Income Tax Act that is not a resident of Singapore* for income tax purposes and:

 - (i) who does not have a permanent establishment^a in Singapore (other than a fund manager in Singapore); or
 - (ii) who carries on any operation in Singapore through a permanent establishment in Singapore (other than a fund manager in Singapore), where the funds used to acquire the units in LLGCREIT are not obtained from that operation.
- 3 Unitholders are required to complete the applicable Section A, B or C if they fall within the categories (b) to (f) stated under Note 1, Section D if they qualify as a foreign non-individual investor as described under Note 2, or Section E if they qualify as a foreign fund as described under Note 2.
- 4 The Trustee and the Manager of LLGCREIT will rely on the declarations made in this Form to determine (i) if tax is to be deducted for the categories of unitholders listed in (b) to (f) under Note 1; and (ii) if tax is to be deducted at the rate of 10% for distributions to foreign non-individual investors and foreign funds as described under Note 2. Please therefore ensure that the appropriate section of this Form is completed in full and legibly and is returned to [Unit Registrar] within the stipulated time limit. Failure to comply with any of these requirements will render this Form invalid and therefore, the Trustee and the Manager will be obliged to deduct tax at the prevailing corporate tax rate from the distributions in respect of which this declaration is made.
- 5 Unitholders who fall within class (a) under Note 1 are not required to submit this declaration form.
- 6 Unitholders who do not fall within the classes of Unitholders listed in Note 1 and Note 2 above can choose not to return this Form as tax will be deducted from the distributions made to them at the prevailing corporate tax rate in any case.
- 7 Unitholders who hold their Units jointly (where at least one of the joint holders is not an individual) or through nominees do not have to return this Form.
- 8 Please make sure that the information given and the declaration made in this Form is true and correct. The making of a false or incorrect declaration constitutes an offence under the Income Tax Act and the Declarant shall be liable to the appropriate penalties imposed under the said Act.
- 9 This Form must be returned to [Unit Registrar], [Address] by [Time, Date].

* A company is not a resident of Singapore if the management and control of its business is exercised outside Singapore.

^a Under the Singapore Income Tax Act, permanent establishment means a fixed place where a business is wholly or partly carried on including a place of management, a branch, an office, a factory, a warehouse, a workshop, a farm or plantation, a mine, oil well, quarry or other place of extraction of natural resources, a building or work site or a construction, installation or assembly project. A unitholder shall be deemed to have a permanent establishment in Singapore if it:

- (i) carries on supervisory activities in connection with a building or work site or a construction, installation or assembly project; or
- (ii) has another person acting on the unitholder's behalf in Singapore who:
 - (a) has and habitually exercises an authority to conclude contracts;
 - (b) maintains stock of goods or merchandise for the purpose of delivery on its behalf; or
 - (c) habitually secures orders wholly and almost wholly for the unitholder or for such other enterprises as are controlled by the unitholder.

[#] A foreign fund refers to a fund being a non-resident company, a partnership where all partners are non-residents, a trust administered by a non-resident trustee, or a non-resident entity.

DECLARATION FOR SINGAPORE TAX PURPOSES

Section A : To be completed by Unitholder which is a Singapore incorporated company

I, _____, NRIC/Passport No. _____, the Director of _____ ("the Company") hereby declare that the Company is the beneficial owner of the holdings stated above and that:

Tick (/) either the "Yes" or "No" box

	Yes	No
(a) the Company is incorporated in Singapore and its registration number is _____; and	<input type="checkbox"/>	<input type="checkbox"/>
(b) the management and control of the Company's business for the preceding year and from the beginning of this year to the date of this Declaration was exercised in Singapore and there is no intention, at the time of this Declaration, to change the place of management and control of the Company to a location outside Singapore.	<input type="checkbox"/>	<input type="checkbox"/>

Signature of Declarant : _____ Date: _____

Contact No: _____

A company is tax resident in Singapore if the management and control of its business is exercised in Singapore.

Section B : To be completed by Unitholder which is a Singapore branch of a foreign company

I, _____, NRIC/Passport No. _____, the manager of _____ ("the Singapore Branch") hereby declare that the Singapore Branch is the beneficial owner of the holdings stated above.

Signature of Declarant : _____ Date : _____

Contact No: _____

Section C : To be completed by Unitholder which falls under Note 1(d), Note 1(e) or Note 1(f)

I, _____, NRIC/Passport No. _____, the principal officer of _____ ("the Entity") hereby declare that the Entity is the beneficial owner of the holdings stated above and that the entity is (tick whichever is applicable):

- a charity registered under the Charities Act (Cap. 37) or a charity established by any written law.

- a town council.

- a statutory board.

- a co-operative society registered under the Co-operative Societies Act (Cap. 62).

- a trade union registered under the Trade Unions Act (Cap. 333).

- a body of persons (excluding companies or partnerships) constituted or registered in Singapore.

- an international organisation that is exempt from tax on such distributions by reason of an order made under the International Organisations (Immunities and Privileges) Act (Cap. 145).

- a real estate investment trust exchange-traded fund ("REIT ETF") which has been accorded the tax transparency treatment.

Signature of Declarant : _____ Date : _____

Contact No : _____

Section D : To be completed by Unitholder which is a foreign non-individual investor

I, _____, NRIC/Passport No. _____, the Director/Principal Officer of _____ ("the Entity") hereby declare that the Entity is the beneficial owner of the holdings stated above and that:

Tick (/) either the "Yes" or "No" box

	Yes	No
(a) the Entity is not a resident of Singapore* for income tax purposes for the preceding year and from the beginning of this year to the date of this Declaration and there is no intention, at the time of this Declaration, to change the tax residence of the Entity to Singapore; and	<input type="checkbox"/>	<input type="checkbox"/>
(b) the Entity does not have a permanent establishment [^] in Singapore.	<input type="checkbox"/>	<input type="checkbox"/>

If your reply to (b) is "No", please proceed with (c) -

(c) the funds used to acquire the holdings in LLGCREIT are not obtained by the Entity from any operation carried on in Singapore through a permanent establishment in Singapore.	<input type="checkbox"/>	<input type="checkbox"/>
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Signature of Declarant : _____ Date : _____

Contact No : _____

/ Please see front page.

Section E : To be completed by Unitholder which is a foreign fund[#]

I, _____, NRIC/Passport No. _____, the Director/Principal Officer of _____ ("the Entity") hereby declare that the Entity is the beneficial owner of the holdings stated above and that:

Tick (/) either the "Yes" or "No" box

	Yes	No
(a) the Entity is a fund [#] that qualifies for tax exemption under section 13CA, 13X or 13Y of the Income Tax Act that is not a resident of Singapore* for income tax purposes for the preceding year and from the beginning of this year to the date of this Declaration and there is no intention, at the time of this Declaration, to change the tax residence of the Entity to Singapore; and	<input type="checkbox"/>	<input type="checkbox"/>
(b) the Entity does not have a permanent establishment [^] in Singapore (other than a fund manager in Singapore).	<input type="checkbox"/>	<input type="checkbox"/>

If your reply to (b) is "No", please proceed with (c) -

(c) the funds used to acquire the holdings in LLGCREIT are not obtained by the Entity from any operation carried on in Singapore through that permanent establishment in Singapore.	<input type="checkbox"/>	<input type="checkbox"/>
---	--------------------------	--------------------------

Signature of Declarant : _____ Date : _____

Contact No : _____

/[#] Please see front page.

To: Unit Registrar

FORM B
DECLARATION BY DEPOSITORY AGENTS FOR SINGAPORE TAX PURPOSES

Name of registered holder (preprinted) Address (preprinted)	Account No. : (preprinted) Holdings : (preprinted)
Name of Counter: Lendlease Global Commercial REIT DISTRIBUTION NO. [x] (Distribution Period: [Date] to [Date])	

Please read the following important notes carefully before completion of this Form:

- 1 The Trustee and the Manager of **Lendlease Global Commercial REIT ("LLGCREIT")** will deduct tax at the prevailing corporate tax rate from distributions made out of LLGCREIT's taxable income, that is not taxed at the Trustee level of LLGCREIT, in respect of units held by you in your capacity as a Depository Agent except where the beneficial owners of these units are:-
 - (i) individuals and the units are not held through a partnership in Singapore;
 - (ii) qualifying unitholders;
 - (iii) foreign non-individual investors; or
 - (iv) foreign funds.
- 2 Tax will not be deducted for distributions made in respect of units held by you for the benefit of unitholders who fall within categories (i) and (ii) of Note 1. Tax will be deducted at the reduced rate of 10% for distributions made in respect of units held by you for the benefit of foreign non-individuals and foreign funds.
- 3 A qualifying unitholder refers to a unitholder which is:
 - (i) a company incorporated and tax resident in Singapore;
 - (ii) body of persons (excluding companies or partnerships) incorporated or registered in Singapore; such as
 - (a) charities registered under the Charities Act (Cap. 37) or established by any written law; or
 - (b) town councils; or
 - (c) statutory boards; or
 - (d) co-operative societies registered under the Co-operative Societies Act (Cap. 62); or
 - (e) trade unions registered under the Trade Unions Act (Cap. 333);
 - (iii) a Singapore branch of a company incorporated outside Singapore;
 - (iv) an international organisation that is exempt from tax on such distributions by reason of an order made under the International Organisations (Immunities and Privileges) Act (Cap. 145); or
 - (v) a real estate investment trust exchange-traded fund ("REIT ETF") which has been accorded the tax transparency treatment.
- 4 A foreign non-individual is one who is not a resident in Singapore* for income tax purposes and:
 - (i) who does not have a permanent establishment^a in Singapore; or
 - (ii) who carries on any operation in Singapore through a permanent establishment in Singapore, where the funds used to acquire the units in LLGCREIT are not obtained from that operation.
- 5 A foreign fund^d is one that qualifies for tax exemption under section 13CA, 13X or 13Y of the Income Tax Act that is not a resident in Singapore* for income tax purposes and:
 - (i) does not have a permanent establishment^a in Singapore (other than a fund manager in Singapore); or
 - (ii) who carries on any operation in Singapore through a permanent establishment in Singapore (other than a fund manager in Singapore), where the funds used to acquire the units in LLGCREIT are not obtained from that operation.
- 6 The Trustee and the Manager of LLGCREIT will rely on the declarations made in this Form to determine the applicable rate at which tax is to be deducted in respect of the units held by you in your capacity as a Depository Agent. Please therefore ensure that this Form and the Annexes are completed in full and legibly and is returned to [Unit Registrar] within the stipulated time limit. Failure to comply with any of these requirements will render this Form invalid and the Trustee and the Manager will deduct tax at the prevailing corporate tax rate from the distributions in respect of which this declaration is made.
- 7 Please make sure that the information given and the declaration made in this Form is true and correct. The making of false or incorrect declaration constitutes an offence under the Income Tax Act and the Declarant shall be liable to the appropriate penalties imposed under the said Act.
- 8 The hard copy of this completed and duly signed Form B together with the Annexes, must be returned to [Unit Registrar], [Address]. The soft-copy of the aforesaid Annexes must be uploaded and submitted in [Unit Registrar] Tax Election System at URL: [xxx] by [Time, Date]. Please note that it is compulsory to submit the Annexes online.

Declaration

I, _____, NRIC/Passport No. _____, the principal officer of _____ ("the Depository Agent") hereby declare that the LLGCREIT units registered in the name of the Depository Agent and deposited in the sub-accounts maintained with The Central Depository (Pte) Ltd, as listed in the Annexes 1 to 3 to this declaration, belonged beneficially to persons who are individuals, qualifying unitholders (as defined in Note 3 above), foreign non-individuals (as defined in Note 4 above) and foreign funds (as defined in Note 5 above), respectively. The details of each of these beneficial owners are also listed in the respective Annexes.

We hereby also undertake to provide the actual amount of gross distribution made to each qualifying unitholder in the format provided in Annex 2.1 and to upload and submit Annex 2.1 to [Unit Registrar] by [Time, Date] (within 21 days from the date of the distribution).

We confirm that:

- a) The contents of this Declaration and the Annexes are the exact and complete duplicate of what was submitted on [Unit Registrar] Tax Election System and in the event that there is any variation in the hardcopy and softcopy submissions, [Unit Registrar] will rely on the submission in [Unit Registrar] Tax Election System without further reference to ourselves.
- b) The sole responsibility for the contents of this Declaration and the Annexes lies with us as Depository Agent and that [Unit Registrar] will not be held responsible or liable for any error, inconsistencies or loss, damages, claims or consequences therefore when relying on the information contained in the Declaration as submitted by ourselves.

Signature of Declarant : _____

Date : _____

Contact No : _____

* A company is not a resident of Singapore if the management and control of its business for the preceding year and from the beginning of this year to the date of this declaration was exercised outside Singapore and there is no intention, at the time of this declaration, to change the tax residence of the company to Singapore.

^a Under the Singapore Income Tax Act, permanent establishment means a fixed place where a business is wholly or partly carried on including a place of management, a branch, an office, a factory, a warehouse, a workshop, a farm or plantation, a mine, oil well, quarry or other place of extraction of natural resources, a building or work site or a construction, installation or assembly project. A unitholder shall be deemed to have a permanent establishment in Singapore if it:

- (i) carries on supervisory activities in connection with a building or work site or a construction, installation or assembly project; or
- (ii) has another person acting on the unitholder's behalf in Singapore who:
 - (a) has and habitually exercises an authority to conclude contracts;
 - (b) maintains stock of goods or merchandise for the purpose of delivery on its behalf; or
 - (c) habitually secures orders wholly and almost wholly for the unitholder or for such other enterprises as are controlled by the unitholder.

^d A foreign fund refers to a fund being a non-resident company, a partnership where all partners are non-residents, a trust administered by a non-resident trustee, or a non-resident entity.

Distribution Period:

Annex to Declaration Form B - Individuals

S/No.	CDP Sub-Account No.	Name of beneficiary holder(s)	Identification No.*	Number of units
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				

* This refers to Singapore NRIC No., foreign ID No. or Passport No.

Distribution Period:

Annex to Declaration Form B - Qualifying Unitholders

S/No.	CDP Sub-Account No.	Name of beneficiary holder(s)	Registration No.*	Number of units
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				

* This refers to ROC / Tax Reference No.

Distribution Period:

Annex to Declaration Form B - Qualifying Unitholders

S/No.	CDP Sub-Account No.	Name of beneficiary holder(s)	Registration No. *	Number of units	Gross distribution paid
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					

* This refers to ROC / Tax Reference No.

Distribution Period:

Annex to Declaration Form B - Foreign Non-Individuals and Foreign Funds

S/No.	CDP Sub-Account No.	Name of beneficiary holder(s)	Address	Number of units	Foreign Non-Individual/ Foreign Fund
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
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19					
20					
21					
22					
23					
24					
25					

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INDEPENDENT PROPERTY VALUATION SUMMARY REPORTS



CBRE Pte. Ltd.

2 Tanjong Katong Road #06-01
 Paya Lebar Quarter
 Singapore 437161
 T (65) 6224 8181
 F (65) 6225 1987

www.cbre.com.sg

Co. Reg. No.: 197701161R
 Agency License No.: L3002163I

31 July 2019

The Board of Directors
 Lendlease Global Commercial Trust Management Pte. Ltd.
 (in its capacity as manager of Lendlease Global Commercial REIT)
 2 Tanjong Katong Road
 #05-01 Paya Lebar Quarter
 Singapore 437161

RBC Investor Services Trust Singapore Limited
 (in its capacity as trustee of Lendlease Global Commercial REIT)
 8 Marina View, #26-01
 Asia Square Tower 1
 Singapore 018960

Dear Sirs,

**RE: VALUATION OF 313@SOMERSET, 313 ORCHARD ROAD, SINGAPORE
 (THE "PROPERTY")**

Instructions

We refer to instructions issued by Lendlease Global Commercial Trust Management Pte. Ltd. (as manager of Lendlease Global Commercial REIT) (the "Manager") being the instructing party to this valuation, requesting a prospectus valuation summary letter, valuation certificate and full valuation report, in respect of the abovementioned property for the purposes of acquisition and inclusion in the prospectus of Lendlease Global Commercial REIT to be issued in connection with the proposed initial public offering of and listing of the units in Lendlease Global Commercial REIT on the Main Board of the Singapore Exchange Securities Trading Limited. Our opinion of Market Value has regard to the remaining leasehold interest in the Property as at 31 July 2019, and is subject to the existing tenancies and occupational arrangements as disclosed.

We have prepared a comprehensive formal valuation report (The "Report") in accordance with the requirements of our instructions. In accordance with the International Valuation Standards and as advocated by the Royal Institution of Chartered Surveyors (RICS), the definition of Market Value is as follows:

"Market Value is the estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm's length transaction after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion".

For the specific purposes of this Prospectus, we provide a Summary of the Report outlining key factors that have been considered in arriving at our opinions of value. The value conclusion reflects all information known by the valuers of CBRE Pte. Ltd. ("CBRE") who worked on the valuation in respect to the Property, market conditions and available data.

This Summary of Valuation and Property Report is a condensed version of our more extensive property valuation report dated 31 July 2019. We recommend that this summary report is accordingly read in conjunction with that aforementioned full valuation report. Our initial instructions were to value the Leasehold interest in the Property on the basis of Market Value as at the valuation date in accordance with the terms of engagement entered into between CBRE and the addressee(s) dated 14 February 2019.

Reliance on This Letter

For the purposes of this prospectus, we have prepared this letter which summarises our Report and outlines key factors which have been considered in arriving at our opinion of value. This letter alone does not contain the necessary data and support information included in our Report. For further information to that contained herein, reference should be made to the Report, copies of which are held by the Manager.

CBRE has provided the Manager with a comprehensive valuation report for the Property. The valuation and market information are not guarantees or predictions and must be read in consideration of the following:

- The conclusions within the valuation report as to the estimated value are based upon the factual information set forth in that Report. Whilst CBRE has endeavored to assure the accuracy of the factual information, it has not independently verified all information provided by the Manager (primarily the leases and financial information with respect to the Property as well as reports by independent consultants engaged by the Manager, or the government of Singapore (primarily statistical information relating to market conditions). CBRE believes that every investor, before making an investment in the Lendlease Global Commercial REIT, should review the Report to understand the complexity of the methodology and the many variables involved.
- The primary methodologies used by CBRE in valuing the Property – the Capitalisation Approach and Discounted Cash Flow Analysis – are based upon estimates of future results and are not predictions. These valuation methodologies are summarized in the Valuation Rationale section of this letter. Each methodology begins with a set of assumptions as to income and expenses of the Property and future economic conditions in the local market. The income and expense figures are mathematically extended with adjustments for estimated changes in economic conditions. The resultant value is considered the best practice estimate, but is not to be construed as a prediction or guarantee and is fully dependent upon the accuracy of the assumptions as to income, expenses and market conditions. The basic assumption utilized for the Property is summarized in the Valuation Rationale section of this letter.
- The Report was undertaken based upon information available as at July 2019. CBRE accepts no responsibility for subsequent changes in information as to income, expenses or market conditions.

This Valuation Report will be relied on by Lendlease Global Commercial Trust Management Pte. Ltd. (In its capacity as manager of Lendlease Global Commercial REIT) and RBC Investor Services trust Singapore Limited (in its capacity as Trustee of Lendlease Global Commercial REIT) in regard to the proposed acquisition of the Property and such other party that should enter into a reliance letter with us.

No reliance may be placed upon the contents of this Summary Valuation Report by any party for any purpose other than in connection with the Purpose of Valuation.

Property Description

313@somerset, 313 Orchard Road, Singapore 138628

313@somerset is a major retail property incorporating 8 levels of retail space (3 basement levels B3 to B1 and 5 levels above ground) and 2 levels of car parking on the 6th and 7th storeys, providing approximately 228 vehicle bays. Temporary Occupation Permit (TOP) for the building was issued on 26 November 2009 whilst the TOP for Discovery walk was issued on 7 and 28 January 2010. The property commenced trading in December 2009. It has direct access to the Somerset MRT Station at Basement 2.

The Property has a net lettable area of approximately 288,277 square feet and a gross floor area of 429,870 square feet as advised. As at 30 June 2019, 313@somerset was 99.6% occupied while at the date of valuation the occupancy rate is 99.5%. The 5 major tenants namely Zara, Marche, K Bowling Club, Hai Di Lao and Food Republic occupy a net lettable area of 84,398 square feet, representing 29.28% of the total net lettable area. The occupied speciality component of the Property contains a total net lettable area of 202,284 square feet.

The tenure of the Property is leasehold for a period of 99 years, commencing from 21 November 2006. The remaining unexpired lease term is approximately 86.3 years.

Valuation Rationale

In arriving at our opinion of value, we have considered relevant general and economic factors and in particular have investigated recent sales and leasing transactions of comparable properties that have occurred in the broader retail property market. We have primarily utilised the Capitalisation Approach and Discounted Cash Flow analysis in undertaking our assessment for the Property.

Capitalisation Approach

We have utilised a capitalisation approach in which the sustainable net income on a fully leased basis has been estimated having regard to the current passing rental income and other income. From this figure, we have deducted applicable outgoings, including operating expenses, property management fees as well as property tax.

The resultant net income has been capitalised at a rate of 4.25% for the remaining tenure of the Property to produce a core capital value. The capitalisation rate adopted reflects the nature, location and tenancy profile of the Property together with current market investment criteria, as evidenced by the sales evidence considered. Thereafter, appropriate capital adjustments have been included which relate to provisions for existing vacancies, rental reversion adjustments and capital expenditure requirements.

Discounted Cash Flow Analysis

We have also carried out a discounted cash flow analysis over a 10-year investment horizon in which we have assumed that the Property is sold at the commencement of the eleventh year of the cash flow. This form of analysis allows an investor or owner to make an assessment of the long term return that is likely to be derived from a property with a combination of both rental and capital growth over an assumed investment horizon. In undertaking this analysis, a wide range of assumptions are made including a target or pre-selected internal rate of return, rental growth, sale price of the property at the end of the investment horizon, costs associated with the initial purchase of the property and also its disposal at the end of the investment period.

We have investigated the current market requirements for an investment return over a 10-year period from retail properties. We hold regular discussions with investors active in the market, both as purchasers and owners of retail properties. From this evidence, we have adopted a rate of 6.75%. We note that the Singapore 10-year bond rate is trading in the order of 1.92% and 2.51% during the last year, indicating a risk premium of circa 4.50%.

Our selected terminal capitalisation rate, used to estimate the terminal sale price, takes into consideration perceived market conditions in the future, estimated tenancy and cash flow profile and the overall physical condition of the building in 10 years' time. The adopted terminal capitalisation rate additionally has regard to the duration of the remaining leasehold tenure of the Property at the end of the cash flow period.

Assessment of Value

An interest in the Property is being acquired for inclusion within the proposed Lendlease Global Commercial REIT. We are advised that the transaction includes a reimbursement from Vendor of incentives granted or expected to be grant to tenants.

We are of the opinion that the Market Value of the leasehold interest in the Property, subject to the existing tenancies and occupational arrangements, and inclusive of the Vendor's reimbursement of incentives, is:

313@Somerset: S\$1,003,000,000
(Singapore Dollars: One Billion Three Million only)

Assessment of Value (Excluding reimbursement from Vendor of incentives granted or expected to be granted to tenants)

We are of the opinion that the Market Value of the leasehold interest in the Property, subject to the existing tenancies and occupational arrangements, but exclusive of the Vendor's reimbursement of incentives, is:

313@Somerset: S\$1,000,200,000
(Singapore Dollars: One Billion Two Hundred Thousand only)

Disclaimer

Mr. James Crawford, Ms. Chia Hui Hoon and CBRE have prepared this Valuation Summary Letter which appears in this prospectus and, to the extent permitted by law, specifically disclaim liability to any person in the event of any omission from or false or misleading statement included in the prospectus, other than in respect of the information provided within the aforementioned Report and this Valuation Summary letter. Mr. James Crawford, Ms. Chia Hui

Hoon and CBRE do not make any warranty or representation as to the accuracy of the information in any other part of the prospectus other than as expressly made or given by CBRE in this Valuation Summary letter.

CBRE has relied upon property data supplied by the Manager which we assume to be true and accurate. CBRE takes no responsibility for inaccurate client supplied data and subsequent conclusions related to such data.

The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions and is our personal, unbiased professional analyses, opinions and conclusions. CBRE, Mr. James Crawford and Ms. Chia Hui Hoon have no present or prospective interest in the Property and have no personal interest or bias with respect to the party(ies) involved.

The valuers' compensation is not contingent upon the reporting of a predetermined value or direction in value that favours the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event (such as a lending proposal or sale negotiation).

We hereby certify that the valuers undertaking these valuations are authorized to practice as valuers and have at least 15 years continuous experience in valuation.

None of the information in this Valuation Summary letter or our full valuation report constitutes advice as to the merits of entering into any form of transaction. Furthermore, none of the information in this Summary Valuation letter or our full valuation report constitutes financial product advice.

This Summary Valuation letter and the full valuation report are strictly limited to the matters contained within those documents and are not to be read as extending, by implication or otherwise, to any other matter in the prospectus. To the extent permitted by law, CBRE specifically disclaims any liability in respect of the use of or reliance on this Summary Valuation letter to any person in the event of any omission or false or misleading statement other than to the Addressees or such other party that has entered into a reliance letter with us. CBRE does not give any warranty or representation as to the accuracy of the information in any other part of the prospectus.

Yours sincerely
CBRE PTE. LTD.



James Crawford MRICS
Registered Valuer
Executive Director
Valuation & Advisory Services



Chia Hui Hoon BSc (Est. Mgt) MSISV
Appraiser's License No. AD041-2006555E
Senior Director
Valuation & Advisory Service

CBRE

31 July 2019

APPENDICES

Valuation Certificate

Property:	313@somerset 313 Orchard Road Singapore 238895	
Client:	Lendlease Global Commercial Trust Management Pte. Ltd. (in its capacity as manager of Lendlease Global Commercial REIT)	
Trust:	Lendlease Global Commercial REIT	
Trustee:	RBC Investor Services Trust Singapore Limited (in its capacity as trustee of Lendlease Global Commercial REIT)	
Purpose:	Acquisition purposes, and for inclusion in the prospectus of Lendlease Global Commercial REIT to be issued in connection with the proposed initial public offering of and listing of the units in Lendlease Global Commercial REIT on the Main Board of the Singapore Exchange Securities Trading Limited.	
Interest Valued:	Leasehold for a term of 99 years commencing from 21 November 2006. Balance term 86.31 years.	
Interest for Reliance:	As above, assuming Equivalent 100% Interest	
Basic of Valuation:	Market Value subject to existing tenancies and occupational arrangements.	
Registered Owner:	Lend Lease Retail Investments 1 Pte Ltd	
Land Area (sqm):	7,311	
Town Planning:	Commercial with a plot ratio of 4.9+	
Brief Description:	313@somerset is a major retail property incorporating 8 levels of retail space (3 basement levels B3 to B1 and 5 levels above ground) and 2 levels of car parking on the 6th and 7th storeys, providing approximately 228 vehicle bays. Temporary Occupation Permit (TOP) for the building was issued on 26 November 2009 whilst the TOP for Discovery walk was issued on 7 and 28 January 2010. The property commenced trading in December 2009. It has direct access to the Somerset MRT Station at Basement 2.	
Tenancy Profile:	As at 30 June 2019, being the date of the tenancy schedule which has been provided to us, the Property has an occupancy rate of approximately 99.6% and a Weighted Average Lease Expiry Term of approximately 1.6 years. The Property has an occupancy rate of approximately 99.5% and a Weighted Average Lease Expiry Term of approximately 1.9 years based on the leasing status as at the date of valuation. The mall incorporates 5 major tenants including Zara, Marche, K Bowling Club, Hai Di Lao, and Food Republic.	
NLA (sqft):	288,277	
GFA (sqft):	429,870	
Valuation Approaches:	Capitalisation Approach & Discounted Cash Flow Analysis	
Date of Inspection:	6 March 2019	
Date of Valuation:	31 July 2019	
Assessed Value: (Including reimbursement from Vendor of incentives granted or expected to be granted to tenants)	S\$1,003,000,000 (One Billion Three Million Dollars)	This valuation is exclusive of GST.
Assessed Value: (Excluding reimbursement from Vendor of incentives granted or expected to be granted to tenants)	S\$1,000,200,000 (One Billion Two Hundred Thousand Dollars)	This valuation is exclusive of GST.
Assumptions,	<i>This valuation report is provided subject to the assumptions, qualifications, limitations and disclaimers detailed throughout the valuation report which are made in conjunction with those included within the Assumptions, Qualifications, Limitations & Disclaimers section located within the report. To the extent permitted applicable by law, reliance on the valuation report and extension of our liability is conditional upon the reader's acknowledgement and understanding of these statements. This valuation is for the use only of the party to whom it is addressed, for the purpose as set out in this valuation report, and for no other purpose. To the extent permitted by law, no responsibility is accepted to any third party who may use or rely on the whole or any part of the content of this valuation. The valuer has no pecuniary interest that would conflict with the proper valuation of the property.</i>	
Prepared By:	CBRE Pte. Ltd.	
		
Per:	James Crawford MRICS Registered Valuer Executive Director - Valuation & Advisory Services	Per: Chia Hui Hoon Bsc (Est Mgt) Hons MSISV Appraiser's License No. AD041-2006555E Senior Director - Valuation & Advisory Services



**Colliers International Consultancy & Valuation
(Singapore) Pte Ltd**
12 Marina View
#19-02, Asia Square 2
Singapore 018961
RCB No. 198105965E

MAIN +65 6223 2323



Our Ref: 2019/C2/0048-1/CORP

5 August 2019

RBC Investor Services Trust Singapore Limited
(in its capacity as trustee of Lendlease Global Commercial REIT) (the "Trustee")
8 Marina View, #26-01
Asia Square Tower 1
Singapore 018960

Dear Sirs,

VALUATION OF 313 ORCHARD ROAD, 313@somerset, SINGAPORE 238895

We refer to your instructions to carry out a valuation in respect of the above-mentioned property (the "Property") for the purpose of acquisition and for inclusion in the prospectus of Lendlease Global Commercial REIT (the "Prospectus") to be issued in connection with the proposed initial public offering of and listing of the units in Lendlease Global Commercial REIT on the Main Board of the Singapore Exchange Securities Trading Limited. Our instructions are to provide our opinion of the market value of the unexpired leasehold interest of 86.3 years in the Property as at 31 July 2019, subject to the existing tenancies.

We confirm that we have inspected the Property and have prepared a full valuation report ("Report") and a valuation certificate in accordance with the requirements of the instructions.

Our valuation is on the basis of Market Value which is defined as "the estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm's length transaction after proper marketing where the parties had each acted knowledgeably, prudently and without compulsion".

This definition of value is in accordance with the definition of Market Value as advocated by the Singapore Institute of Surveyors and Valuers' Valuation Standards and Guidelines, and the International Valuation Standards and RICS Valuation – Global Standards 2017 (Red Book).

Market Value is also the best price reasonably obtainable on the valuation date by the seller and the most advantageous price reasonably obtainable on the valuation date by the buyer. This estimate specially excludes an estimated price inflated or deflated by special terms or circumstances such as atypical financing, sale and leaseback arrangements, special considerations or concessions granted by anyone associated with the sale, or any element of value available only to a specific owner or purchaser.

Market Value is understood to be the value of an asset or liability estimated without regard to costs of sale of purchaser (or transaction), and without offset for any associated taxes or potential taxes.

Our valuation has been made on the assumption that the Property is sold in the open market without the benefit of a deferred term contract or any similar arrangement which could serve to affect the value of the Property.



No allowance has been made in our valuation for any charges, mortgages or amounts owing on the Property, nor for any expenses or taxation which may be incurred in effecting a sale. It is assumed that the Property is free from any major or material encumbrances, restrictions and outgoings of an onerous nature which could affect its value.

We have undertaken no structural or condition surveys. We advise that we have not inspected unexposed or inaccessible portions of the building and cannot therefore state that these are not free from rot, infestation or hazardous material.

We have also assumed that the building complies with all relevant statutory requirements in respect of health, building and fire safety regulations.

We have relied on the information provided by the Trustee and Lendlease Global Commercial Trust Management Pte. Ltd., the manager of Lendlease Global Commercial REIT (the "Manager") on matters relating to the Property such as site area, gross floor area, lettable area, tenancy details, income and expense information etc. All information provided is treated as correct and Colliers International Consultancy and Valuation (Singapore) Pte Ltd ("Colliers International") accepts no responsibility for subsequent changes in information and reserves the right to change our opinion of value if any information provided were to materially change.

For the purpose of the Prospectus, we have prepared this letter and the enclosed valuation certificate which summarises our Report and outlines key factors we have considered in arriving at our opinion of value. This letter and the valuation certificate do not contain all the necessary data and information included in our Report. For further information, reference should be made to the Report.

The valuation and market information are not guarantees or predictions and must be read in consideration of the following:

- The estimated value is based upon the factual information provided by the Trustee or the Manager. Property data/information provided is assumed to be correct. Whilst Colliers International has endeavoured to ensure the accuracy of the information, it has not independently verified all information provided by the the Trustee and the Manager. Colliers International also accepts no responsibility for subsequent changes in information as to areas, income, expenses or market conditions.
- The methodologies adopted in valuing the Property are based upon estimates of future results and are not predictions. Each methodology is based on a set of assumptions as to income and expenses of the Property and future economic conditions in the local market.

Valuation Rationale

In determining the Market Value of the Property, we have considered relevant general and economic factors and examined available market evidence. We have used the Income Capitalisation Method and the Discounted Cash Flow Analysis as the primary methods. These approaches have in turn been checked by the Sales Comparison Method.

In the Income Capitalisation Method, the estimated annual net income of the Property after deducting all necessary outgoings is capitalized at an appropriate rate of return for the balance term of the lease tenure to arrive at the Market Value. The adopted rate reflects the nature, location, tenure and type of the Property together with the prevailing property market condition.



In the Discounted Cash Flow (DCF) Analysis, the projected cash flow of the Property is forecasted over a 10-year investment horizon with an assumed sale at the end of the period. This form of analysis allows an investor to make an assessment over the longer-term return with a wide range of assumptions made including income growth, expenditure growth, sale price of the Property at the end of the investment horizon, potential capital expenditure, and costs associated with the purchase/disposal of the Property.

The future estimates adopted for income and expenses are projections only formed on the basis of information currently available to us and are not representations of what the value of the Property will be as at a future date. This information is based on the prevailing market conditions and includes the current expectations as to property values, income and yield. The income and expense figures are mathematically extended with adjustments for estimated changes and economic conditions. The results and conclusion of value are considered the best practice estimates and are not to be construed as a prediction or guarantee and are fully dependent upon the accuracy of the assumptions as to income, expenses and market conditions.

Disclaimer

We have prepared this letter and the enclosed Valuation Certificate for inclusion in the Prospectus and, to the extent permitted by law, specifically disclaim liability to any person in the event of any omission from or false or misleading statement included in the prospectus, other than in respect of the information provided within the Report, the Valuation Certificate and this letter. This letter and the Report have been prepared for the use of the instructing party and its reliant parties for the stated purpose only and cannot be relied upon by third parties.

We have not been involved in the preparation of the Prospectus nor has this letter had regard to the other materials contained in the Prospectus. The letter and its content do not take into account any matters concerning the investment opportunity contained in the Prospectus.

The reported analysis, opinion and conclusion are limited only by the reported assumptions and limiting conditions and is our personal, unbiased professional analyses, opinions and conclusions. The valuers' compensation is not contingent upon the reporting of a predetermined value or direction in value that favours the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.

We confirm that we do not have a pecuniary interest or conflict of interest that would conflict with a proper valuation of the Property and the valuers undertaking the valuation are authorised to practise as valuers and have the necessary expertise and experience in valuing similar types of properties.

Our Valuation Certificate is appended.

Yours faithfully,

For and on behalf of

Colliers International Consultancy & Valuation (Singapore) Pte Ltd

A handwritten signature in blue ink, appearing to read "Goh Seow Leng", written over a light blue horizontal line.

Goh Seow Leng

B Sc (Est Mgt), MSISV

Appraiser's Licence No. AD041-2003809B

Head, Executive Director

Valuation & Advisory Services



Colliers International Consultancy & Valuation
(Singapore) Pte Ltd
12 Marina View
#19-02 Asia Square Tower 2
Singapore 018961
RCB No. 198105965E

MAIN +65 6223 2323
EMAIL Singapore.Valuation@colliers.com



VALUATION CERTIFICATE

Address of Property	: 313 Orchard Road, 313@somerset, Singapore 238895
Our Reference	: 2019/C2/0048-1/CORP
Valuation Prepared for	: RBC Investor Services Trust Singapore Limited (in its capacity as trustee of Lendlease Global Commercial REIT)
Purpose of Valuation	: For acquisition purpose and for inclusion in the prospectus of Lendlease Global Commercial REIT to be issued in connection with the proposed initial public offering of and listing of the units in Lendlease Global Commercial REIT on the Main Board of the Singapore Exchange Securities Trading Limited
Interest Valued	: 99-year leasehold interest commencing 21 November 2006 (with an unexpired lease term of about 86.3 years as at the material date of valuation)
Legal Description	: The land is designated as Lot 1309C Town Subdivision 21.
Registered Lessee	: Lend Lease Investments 1 Pte. Ltd.
Brief Description	: The Property is located on the southern flank of Orchard Road and northern side of Somerset Road, directly above the Somerset MRT Station. It is located within the Republic's main tourist and shopping belt, approximately 3 km from the City Centre. The Property consists of a 7-storey retail mall with a mezzanine and 3 basement levels comprising retail shops, food & beverage outlets/ restaurants, a food court and car parking facilities on the 6 th & 7 th storeys.
Site Area	: 7,311.4 sm or thereabouts
Gross Floor Area	: Approximately 39,913 sm (or 429,620 sf), as provided and subject to survey
Lettable Floor Area	: Approximately 26,749.7 sm (or 287,931 sf) excluding 32.1 sm (or 346 sf) of space for ATMs and storage, based on the Tenancy Schedule as at 30 June 2019
Year of Completion	: We understand that the Temporary Occupation Permit ("TOP") was issued on November 2009 and January 2010, and the Certificate of Statutory Completion ("CSC") was last obtained on 26 April 2011.
Condition	: Generally good
Tenancy Brief	: According to the tenancy schedule as at 30 June 2019 provided to us, the Property has an occupancy rate of 99.2% (excluding committed leases which have not commenced) and 99.6% (including committed leases which have not commenced). The total monthly gross rental as at 30 June 2019 is S\$4,912,854/-. The weighted average lease expiry (WALE) by income is 1.6 years.



Annual Value	:	We understand the Property is assessed at a total Annual Value of S\$54,852,100/-. Property tax is payable at 10% per annum of the Annual Value.						
Master Plan Zoning (2014 Edition)	:	Zoned "Commercial" with a gross plot ratio of 4.9+						
Basis of Valuation	:	'As-Is' basis and subject to the existing tenancies						
Methods of Valuation	:	Income Capitalisation Method and Discounted Cash Flow Analysis as primary methods and Comparison Method as a check						
Key Assumptions	:	<table border="1"><tr><td>Capitalisation Rate</td><td>4.50%</td></tr><tr><td>Discount Rate</td><td>7.00%</td></tr><tr><td>Terminal Rate</td><td>4.75%</td></tr></table>	Capitalisation Rate	4.50%	Discount Rate	7.00%	Terminal Rate	4.75%
Capitalisation Rate	4.50%							
Discount Rate	7.00%							
Terminal Rate	4.75%							
Date of Valuation	:	31 July 2019						
Market Value	:	S\$1,005,000,000/- including reimbursement from Vendor of incentives granted or expected to be granted to tenants (Singapore Dollars One Billion And Five Million Only) Reflecting S\$37,571 psm or S\$3,490/- psf on Lettable Floor Area S\$1,002,000,000/- excluding reimbursement from Vendor of incentives granted or expected to be granted to tenants (Singapore Dollars One Billion and Two Million Only)						

Prepared by:
Colliers International Consultancy & Valuation (Singapore) Pte Ltd

Goh Seow Leng
B Sc (Est Mgt), MSISV
Appraiser's Licence No. AD041-2003809B
Head, Executive Director
Valuation & Advisory Services

Doreen Aw
B Sc (Est Mgt), MSISV
Appraiser's Licence No. AD041-2006554J
Senior Director
Valuation & Advisory Services

DA/GSL/ct

This valuation certificate is subject to the Caveats & Assumptions attached to the Valuation Report.

SUMMARY VALUATION REPORT

In respect of:
SKY Campus

Via Luigi Russolo, 4, 20138, Milan

On behalf of:
*Lendlease Global Commercial Trust Management Pte. Ltd. (In its capacity as manager of
Lendlease Global Commercial REIT) | CBRE Project Reference 19-64VAL-0046*

Date of Valuation: 31 July 2019

SUMMARY VALUATION REPORT

Report Date	6 st August 2019
Addressee (or Client)	<p>Lendlease Global Commercial Trust Management Pte. Ltd. (In its capacity as manager of Lendlease Global Commercial REIT)</p> <p>2 Tanjong Katong Road</p> <p>#05-01 PLQ3, Paya Lebar Quarter</p> <p>Singapore 437161</p> <p>And</p> <p>RBC Investor Services Trust Singapore Limited (in its capacity as Trustee of Lendlease Global Commercial REIT)</p> <p>8 Marina View</p> <p>#26-01 Asia Square Tower 1</p> <p>Singapore 018960</p>
The Property	<p>The subject complex comprises three office buildings located in Via Luigi Russolo no.4 within the southeast part of the Municipality of Milan, Italy. The buildings have a gross area of some 99,586 sqm.</p>
Property Description	<p>Please refer to the Summary Property Report section within this report for further information.</p>
Ownership Purpose	<p>Investment</p>
Instruction	<p>We refer to instructions issued by Lendlease Global Commercial Trust Management Pte. Ltd. (as manager of Lendlease Global Commercial REIT) (the "Manager") being the instructing party of this valuation, requesting a prospectus valuation summary letter, valuation certificate and full valuation report, in respect of the abovementioned property for the purposes of acquisition and inclusion in the prospectus of Lendlease Global Commercial REIT to be issued in connection with the proposed initial public offering of and listing of the units in Lendlease Global Commercial REIT on the Main Board of the Singapore Exchange Securities Trading Limited.</p> <p>For the specific purposes of this Prospectus, we provide a Summary of the Report outlining key factors that have been considered in arriving at our opinions of value. The value conclusion reflects all information known by the valuers of CBRE Ltd. ("CBRE") who worked on the valuation in respect to the Property, market conditions and available data.</p>

This Summary of Valuation and Property Report is a condensed version of our more extensive property valuation report dated 6 August 2019. We recommend that this shortened report is accordingly read in conjunction with that aforementioned full valuation report. Our initial instructions were to value the unencumbered Freehold interest in the Property on the basis of Market Value as at the valuation date in accordance with the terms of engagement entered into between CBRE and the addressee(s) dated 28 January 2019.

Valuation Date	31 July 2019
Capacity of Valuer	External Valuer, as defined in the RICS Valuation – Global Standards 2017.
Purpose of Valuation	<p>The Valuation has been prepared for a Regulated Purpose as defined in the RICS Valuation – Global Standards (2017) (the “Red Book”). You have requested us to carry out a valuation for the purpose of: (i) the proposed acquisition of the property set out in Appendix A of this report and (ii) the inclusion of the summary valuation report/summary in a Prospectus (the “Prospectus”) which is to be issued by Lendlease Global Commercial REIT in connection with the proposed acquisition of the Property and (iii) for our full valuation report to be made available for inspection as set out in the Prospectus;</p> <p>In accordance with the RICS Valuation – Global Standards (2017 (“Red Book”), we have made certain disclosures in connection with this valuation instruction and our relationship with the Addressees.</p>
Market Value	<p>Market Value as at 31 July 2019:</p> <p>€262,500,000.00 (TWO HUNDRED SIXTY-TWO MILLION FIVE HUNDRED THOUSAND /00 EUROS) exclusive of purchaser costs and V.A.T.</p>
Service Agreement	<p>Our opinion of value is based upon the Scope of Work and Valuation Assumptions as detailed in our full valuation report, and has been primarily derived using comparable recent market transactions on arm’s length terms.</p> <p>For the avoidance of doubt, we have valued the Property as real estate and the value reported herein represent 100% of the market value of the asset. No account has been taken in reporting these market values of the extent of Lendlease’s interests in the companies holding the subject Property.</p>
Special Assumptions	None.
Report Format	Attached to this summary valuation report (“Summary Valuation Report”) is a Schedule of key property factors.
Full Valuation Report	<p>This is a summary valuation report prepared for inclusion in the Prospectus which does not include all the data, supporting information and details of our valuations which appear in our full valuation report.</p> <p>For further information, reference should be made to our full valuation report, copies of which are held by the Manager. Before making a decision on the proposed acquisition of the Property, Unitholders should review the full valuation reports to understand the complexity of the markets, properties, methodology and the many variables involved.</p>

Our full valuation report contains detailed information for the property including, but not limited to:

- Full details of due diligence findings and recommendations (depending on receipt of such information);
- Comprehensive occupational and investment market commentaries;
- Schedules of occupational and investment comparable evidence;
- An explanation of our valuation approach together with comments on the key factors affecting value and a SWOT analysis;
- Full valuation calculations; and
- Photographs and location/ site plans

Compliance with Valuation Standards

The Valuation has been prepared in accordance with the RICS Valuation – Global Standards 2017 which incorporate the International Valuation Standards [“the Red Book”].

The valuations are compliant with the International Valuation Standards.

We confirm that we have sufficient current local and national knowledge of the particular property market involved and have the skills and understanding to undertake the Valuation competently.

Where the knowledge and skill requirements of the Red Book have been met in aggregate by more than one valuer within CBRE, we confirm that a list of those valuers has been retained within the working papers, together with confirmation that each named valuer complies with the requirements of the Red Book.

This Valuation is a professional opinion and is expressly not intended to serve as a warranty, assurance or guarantee of any particular value of the subject property. Other valuers may reach different conclusions as to the value of the subject property. This Valuation is for the sole purpose of providing the intended user with the Valuer’s independent professional opinion of the value of the subject property as at the Valuation date.

Assumptions

The Property details on which the Valuation is based are as set out in this report. We have made various assumptions as to tenure, letting, taxation, town planning, and the condition and repair of buildings and sites – including ground and groundwater contamination – as set out below.

If any of the information or assumptions on which the Valuation is based are subsequently found to be incorrect, the Valuation figure may also be incorrect and should be reconsidered.

Variation from Standard Assumptions

None.

Methodology

We have adopted the income capitalisation as our primary method of valuation with discounted cashflow method as our secondary method of valuation. The income capitalisation method of valuation involves the capitalisation of the net income stream from the property at a net yield.

The valuation, the valuation inputs and market information are not guarantees or predictions. CBRE has not independently verified all information provided by

the Addressees, nor reports provided by Addressees' other professional advisors, nor data from third party sources. CBRE's valuation calculations are based on assumptions as to future results and are not predictions. The resulting values are not to be construed as predictions or guarantees and are dependent on the assumptions as to income, expenses and market conditions.

Market Conditions

The value stated in this report represent our objective opinion of Market Value in accordance with the definition set out above as of the date of valuation. Amongst other things, this assumes that the property had been properly marketed and that exchange of contracts took place on this date.

Valuer

The Property has been valued by a valuer who is qualified for the purpose of the Valuation in accordance with the RICS Valuation – Global Standards (2017). ("Red Book").

For the avoidance of doubt, the valuers have undertaken and (where applicable) signed this valuation for and on behalf of CBRE Ltd and not in a personal or other capacity.

Independence

The total fees, including the fee for this assignment, earned by CBRE Ltd (or other companies forming part of the same group of companies within the UK) from the Addressee (or other companies forming part of the same group of companies) are less than 5.0% of the total UK revenues.

It is not anticipated this situation will vary in the financial year to 31 December 2019.

Neither our engagement nor our fees are contingent upon the reporting of a predetermined result or direction in value that favours the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event (such as a lending proposal or sale negotiation).

We confirm that neither CBRE nor the valuers involved have any interest in Lendlease Global Commercial REIT or the Property.

We do not consider that any conflict of interest arises in us preparing this Summary Valuation Report and our engagement and Lendlease Global Commercial Trust Management Pte. Ltd. (In its capacity as manager of Lendlease Global Commercial REIT) has confirmed to us that it also considers this to be the case.

Disclosure

In accordance with the Red Book we make the following disclosures:

- CBRE's Capital Market Team held the Sale Mandate for the asset in 2016/2017. We understand that the mandate has expired and that our Capital Market team is no more involved in any activity related to the subject property;
- CBRE's Research Team has been appointed to provide a Market Research of the Santa Giulia area for Lendlease.

Responsibility

We are responsible for this Summary Valuation Report and accept responsibility for the information contained in this Summary Valuation Report and confirm that to the best of our knowledge (having taken all reasonable care to ensure that

such is the case), the information contained in this Summary Valuation Report is in accordance with the facts and contains no omissions likely to affect its import

Reliance

For the purposes of this Prospectus, we have prepared this letter which summarises our Report and outlines key factors which have been considered in arriving at our opinion of value. This letter alone does not contain the necessary data and support information included in our Report. For further information to that contained herein, reference should be made to the Report, copies of which are held by the Manager.

CBRE has provided the Manager with comprehensive valuation report for the Property. The valuation and market information are not guarantees or predictions and must be read in consideration of the following:

- The conclusions within the valuation report as to the estimated value are based upon the factual information set forth in that Report. Whilst CBRE has endeavoured to assure the accuracy of the factual information, it has not independently verified all information provided by the Manager (primarily the leases and financial information with respect to the Property as well as reports by independent consultants engaged by the Manager, or the government of Singapore (primarily statistical information relating to market conditions). CBRE believes that every investor, before making an investment in the Lendlease Global Commercial REIT, should review the Report to understand the complexity of the methodology and the many variables involved.
- The primary methodologies used by CBRE in valuing the Property – the Capitalisation Approach and Discounted Cash Flow Analysis– are based upon estimates of future results and are not predictions. These valuation methodologies are summarized in the Valuation Rationale section of this letter. Each methodology begins with a set of assumptions as to income and expenses of the Property and future economic conditions in the local market. The income and expense figures are mathematically extended with adjustments for estimated changes in economic conditions. The resultant value is considered the best practice estimate but is not to be construed as a prediction or guarantee and is fully dependent upon the accuracy of the assumptions as to income, expenses and market conditions. The basic assumption utilized for the Property is summarized in the Valuation Rationale section of this letter.
- The Report was undertaken based upon information available between January and April 2019. CBRE accepts no responsibility for subsequent changes in information as to income, expenses or market conditions.

This Valuation Report will be relied on by Lendlease Global Commercial Trust Management Pte. Ltd. (In its capacity as manager of Lendlease Global Commercial REIT) and RBC Investor Services Trust Singapore Limited (in its capacity as Trustee of Lendlease Global Commercial REIT) in regard to the proposed acquisition of the Property and such other party that should enter into a reliance letter with us.

No reliance may be placed upon the contents of this Summary Valuation Report by any party for any purpose other than in connection with the Purpose of Valuation.

Publication

Other than as identified under "Purpose of Valuation", neither the whole nor any part of our report nor any references thereto may be included in any published document, circular or statement nor published in any way without our prior written approval of the form and context in which it will appear.

Such publication of, or reference to this report will not be permitted unless it contains a sufficient contemporaneous reference to any departure from the Royal Institution of Chartered Surveyors Valuation Standards or the incorporation of the special assumptions referred to herein.

Disclaimer

Mr. Paul Watkinson, Ms. Silvia Sasateilli and CBRE have prepared this Valuation Summary Report which appears in this prospectus and to the extent permitted by law, specifically disclaim liability to any person in the event of any omission from or false or misleading statement included in the prospectus, other than in respect of the information provided within the aforementioned Report and this Valuation Summary Report. Mr. Paul Watkinson, Ms. Silvia Sasateilli and CBRE do not make any warranty or representation as to the accuracy of the information in any other part of the prospectus other than as expressly made or given by CBRE in this Valuation Summary Report. Nothing in this Valuation Summary Report shall exclude liability which cannot be excluded by law.

CBRE has relied upon property data supplied by the Manager which we assume to be true and accurate. CBRE takes no responsibility for inaccurate client supplied data and subsequent conclusions related to such data.

The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions and is our personal, unbiased professional analyses, opinions and conclusions. Mr. Paul Watkinson and Ms. Silvia Sasateilli have no present or prospective interest in the Property and have no personal interest or bias with respect to the party/s involved.

The valuers' compensation is not contingent upon the reporting of a predetermined value or direction in value that favours the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event (such as a lending proposal or sale negotiation).

We hereby certify that the valuers undertaking these valuations are authorized to practice as valuers and have at least 10 years continuous experience in valuation.

None of the information in this Summary Valuation Report or our full valuation report constitutes advice as to the merits of entering into any form of transaction.

None of the information in this Summary Valuation Report or our full valuation report constitutes financial product advice.

This Summary Valuation Report and the full valuation report are strictly limited to the matters contained within those documents and are not to be read as extending, by implication or otherwise, to any other matter in the Prospectus.

To the extent permitted by law, CBRE specifically disclaims any liability in respect of the use of or reliance on this Summary Valuation Report to any person in the event of any omission or false or misleading statement other than to the Addressees or such other party that has entered into a reliance letter with us. CBRE does not give any warranty or representation as to the accuracy of the information in any other part of the Prospectus.

Yours faithfully



Paul Watkinson FRICS
Executive Director
RICS Registered Valuer

For and on behalf of
CBRE Limited.

+44 207 182 8088
paul.watkinson@cbre.com

CBRE Limited
Henrietta House
Henrietta Place
London W1G 0NB

Signed for and on behalf of CBRE Valuation S.p.A.

Name: Silvia Sassatelli 

Position: Director

For the avoidance of doubt, and pursuant to the terms of the Legal Notice and Disclaimer, CBRE Valuation S.p.A. has co-signed this Report purely to confirm its role as contributor. Consequently, the Client, Relying Party or any other Addressees named herein acknowledge that no duty of care, whether existing under the Instruction or under the Report, shall extend to CBRE Valuation S.p.A. and the Client, Relying Party or any other Addressees named herein hereby waive any right or recourse against CBRE Valuation S.p.A. whether arising in contract, tort, negligence or otherwise.

SOURCES OF INFORMATION AND SCOPE OF WORKS

Sources of Information We have carried out our work based upon information supplied to us by the Client as set out within this report, which we have assumed to be correct and comprehensive.

We were provided the access to VDR by the Client, and the information supplied to us as set out below:

- Copy of lease contracts and addendums;
- Cadastral information;
- Town planning information;
- Non-recoverable costs within the .pdf file "Costi e ricavi-2015-2018 (003)";
- Energy performance certifications;
- DWG plans;
- Areas provided within the .pdf files "SKY Campus Info Memo";
- Tenancy Schedule within the .pdf file "03.04.02 Prosp.Canone.Locaz.stima.2018".

The Property Our report contains a brief summary of the Property details on which our Valuation has been based.

Inspection The Property was internally inspected by Paul Watkinson, Andrija Martinovic and Luca Andrea Minola on the 14th February 2019. During our site visit, we were not able to inspect all units due to heightened security reasons of the tenant however for valuation purposes we were still able to verify the quality of space within the asset.

Areas We have not measured the Property, but as instructed, we have relied upon the floor areas provided to us by the Client within the .pdf files "SKY Campus Info Memo", as set out in this report, which we have assumed to be correct and comprehensive, and have been calculated using the Italian market practices measurement methodology as set out below.

In Italy, the market practice uses the Gross Leasable Area (GLA). The Gross Leasable Area (GLA) is defined as the total, typically un-weighted, amount of floor space, with the exception of parking areas, capable of producing income within a commercial property. It does not include portions that do not produce income for the property owner. Therefore, areas such as the following are typically, but not always, excluded: vertical connections (stairwells, lifts and landings), technical spaces, shafts, common spaces (lobby, meeting rooms), etc. Should a building be let to a single tenant having exclusive use of the common areas or should the common areas of a multi-tenant property be particularly prestigious, for example, these areas may be included within the calculation of GLA. It is to note that parking areas, excluded from GLA, are included within the potential rent build-up of a property on a unitary basis (total number of covered and uncovered units).

As per the information provided within the .pdf file "SKY Campus Info Memo", we understand that the areas may differ by 1%-3%. Please note that a change in the GLA has a direct impact on the Market Rent and therefore, Market Value. We reserve the right to update our value should any material change be noted.

Environmental Matters We have not undertaken, nor are we aware of the content of, any environmental audit or other environmental investigation or soil survey which may have been carried out on the Property and which may draw attention to any contamination or the possibility of any such contamination.

We have not carried out any investigations into the past or present uses of the Property, nor of any neighbouring land, in order to establish whether there is any potential for contamination and have therefore assumed that none exists.

Services and Amenities We understand that all main services including water, drainage, electricity and telephone are available to the Property. None of the services have been tested by us.

Repair and Condition We have not carried out building surveys, tested services, made independent site investigations, inspected woodwork, exposed parts of the structure which were covered, unexposed or inaccessible, nor arranged for any investigations to be carried out to determine whether or not any deleterious or hazardous materials or techniques have been used, or are present, in any part of the Property. We are unable, therefore, to give any assurance that the Property is free from defect.

At the same time, based on our limited internal site inspection findings, we provided a general comment within the Property Report section of this report.

Town Planning As instructed, we have not undertaken formal asset specific planning enquiries. We have however taken into consideration what has been provided to us by the Client. We cannot, therefore, accept responsibility for incorrect information or for material omissions in the information supplied to us.

We have however made Planning enquiries only consulting the website of the Municipality of Milan. We cannot, therefore, accept responsibility for incorrect information or for material omissions in the information supplied to us.

Titles, Tenures and Lettings We have been provided with details of the title/tenure under which the Property is held as well as details on the lease. We have not generally examined nor had access to all the deeds, leases or other documents relating thereto. Where information from deeds, leases or other documents is recorded in this report, it represents our understanding of the relevant documents. We should emphasise, however, that the interpretation of the documents of title [including relevant deeds, leases and planning consents] is the responsibility of your legal adviser.

We have not conducted credit enquiries on the financial status of any tenants. We have, however, reflected our general understanding of purchasers' likely perceptions of the financial status of tenants.

VALUATION ASSUMPTIONS

Capital Values

The Valuation has been prepared on the basis of "Market Value", which is defined in the Red Book as:

"The estimated amount for which an asset or liability should exchange on the Valuation date between a willing buyer and a willing seller in an arm's-length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion."

The Valuation represents the figure that would appear in a hypothetical contract of sale at the Valuation date. No adjustment has been made to this figure for any expenses of acquisition or realisation - nor for taxation which might arise in the event of a disposal.

No account has been taken of any inter-company leases or arrangements, nor of any mortgages, debentures or other charge.

No account has been taken of the availability or otherwise of capital based Government or European Community grants.

Rental Values

Unless stated otherwise rental values indicated in our report are those which have been adopted by us as appropriate in assessing the capital value and are not necessarily appropriate for other purposes, nor do they necessarily accord with the definition of Market Rent in the Red Book, which is as follows:

"The estimated amount for which an interest in real property should be leased on the Valuation date between a willing lessor and a willing lessee on appropriate lease terms in an arm's-length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion."

The Property

Where appropriate we have regarded the shop fronts of retail and showroom accommodation as forming an integral part of the building.

Landlord's fixtures such as lifts, escalators, central heating and other normal service installations have been treated as an integral part of the building and are included within our Valuations.

Process plant and machinery, tenants' fixtures and specialist trade fittings have been excluded from our Valuations.

All measurements, areas and ages quoted in our report are approximate.

Environmental Matters In the absence of any information to the contrary, we have assumed that:

[a] the Property is not contaminated and are not adversely affected by any existing or proposed environmental law;

[b] any processes which are carried out on the Property which are regulated by environmental legislation are properly licensed by the appropriate authorities;

[c] the Property possesses current the energy performance certificates [APE - Attestato di Prestazione Energetica or equivalent] as required under government directives;

[d] the Property is either not subject to flooding risk or, if they are, that sufficient flood defences are in place and that appropriate building insurance could be obtained at a cost that would not materially affect the capital value.

[e] the Property is not subject to any seismic risk or if it is, possesses building characteristics in line with the relevant legislation. In addition, an appropriate insurance policy could be obtained without such affecting the Value Assumptions considered within this report.

Repair and Condition In the absence of any information to the contrary, we have assumed that:

[a] there are no abnormal ground conditions, nor archaeological remains, present which might adversely affect the current or future occupation, development or value of the Property;

[b] the Property is free from rot, infestation, structural or latent defect;

[c] no currently known deleterious or hazardous materials or suspect techniques have been used in the construction of, or subsequent alterations or additions to, the Property; and

[d] the services, and any associated controls or software, are in working order and free from defect.

We have otherwise had regard to the age and apparent general condition of the Property. Comments made in the Property details do not purport to express an opinion about, or advice upon, the condition of uninspected parts and should not be taken as making an implied representation or statement about such parts.

**Title, Tenure, Lettings,
Planning, Taxation and
Statutory & Local
Authority requirements**

Unless stated otherwise within this report, and in the absence of any information to the contrary, we have assumed that:

[a] the Property possesses a good and marketable title free from any onerous or hampering restrictions or conditions;

[b] the building has been erected either prior to planning control, or in accordance with planning permissions, and have the benefit of permanent planning consents or existing use rights for their current use;

[c] the Property is not adversely affected by town planning or road proposals;

[d] the building complies with all statutory and local authority requirements including building, fire and health and safety regulations;

[e] only minor or inconsequential costs will be incurred if any modifications or alterations are necessary in order for occupiers of each Property to comply with the provisions of the relevant disability discrimination legislation;

[f] there are no tenant's improvements that will materially affect our opinion of the rent that would be obtained on review or renewal;

[g] tenants will meet their obligations under their leases;

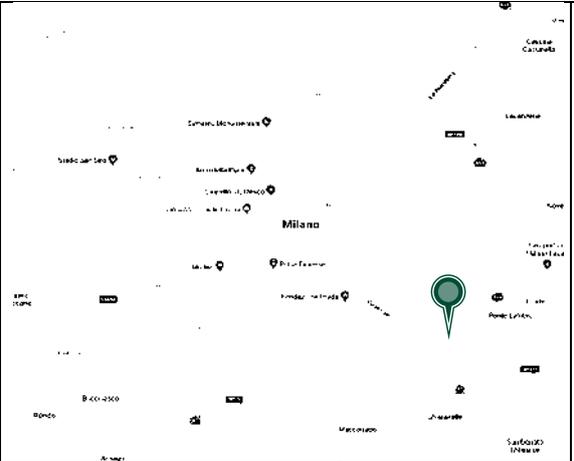
[h] there are no user restrictions or other restrictive covenants in leases which would adversely affect value;

[i] where appropriate, permission to assign the interest being valued herein would not be withheld by the landlord where required;

[j] vacant possession can be given of all accommodation which is unlet or is let on a service occupancy; and

[k] in Italy, it is common and often advantageous from a fiscal standpoint for transfers of real estate to take place via transfers of the capital of real estate companies [so-called share deal as opposed to asset deal]: the taxation level applied cannot be standardized, but must be evaluated on a case-by-case basis. In order to define the Total Purchase Price, the purchaser's costs or acquisition fees [i.e. technical and legal fees, stamp duty, agent fees, etc.], as at the Valuation Date should be added. All rents and capital values, costs and other figures stated in this report are exclusive of V.A.T.

SUMMARY PROPERTY REPORT

	
<p>PROPERTY</p>	<p>Sky HQ Building, Via Luigi Russolo no. 4, Milan, ITALY</p>
<p>CLIENT</p>	<p>Lendlease Global Commercial Trust Management Pte. Ltd. (In its capacity as manager of Lendlease Global Commercial REIT) RBC Investor Services Trust Singapore Limited (in its capacity as Trustee of Lendlease Global Commercial REIT)</p>
<p>PURPOSE OF VALUATION</p>	<p>Acquisition; and for inclusion in the prospectus of Lendlease Global Commercial REIT to be issued in connection with the proposed initial public offering of and listing of the units in Lendlease Global Commercial REIT on the Main Board of the Singapore Exchange Securities Trading Limited.</p>
<p>DATE OF SITE VISIT</p>	<p>14th February 2019</p>
<p>TYPE OF PROPERTY</p>	<p>Office/Production Studio</p>
<p>PROPERTY DESCRIPTION</p>	<p>The subject is an existing office/production studio complex comprising 3 buildings containing 92,821 sqm of total gross lettable area across two basements and six upper floors with 506 parking spaces. Two interconnecting buildings were constructed in 2008 with the third built in 2015.</p>

BUILDING ASSESSMENT	At the time of our site inspection the property was found to be in good condition. The quality of the office space and the planned maintenance appeared to be consistent with that expected for such an asset.
SURROUNDING INFRASTRUCTURE	The property is in a peripheral location outside the core CBD of Milan. The accessibility via public transport is good with the “Rogoredo” subway station and the “Milano Rogoredo” rail connection, located ~150 m from the subject property. The airport is ~7.5 Km North-East with road connection good as the building is close to highways A1 and A7 (which respectively connect Milan to Naples and Genoa) and the “Tangenziale Ovest” (Milan ring-road).
LEGAL INTEREST VALUED	Freehold
GROSS BUILT AREA	99,586 sq m (excluding parking area)
GROSS LETTABLE AREA	Building 1 - 44,808 sq m Building 2 – 25,659 sq m Building 3 – 22,354 sq m Total (Sky HQ) - 92,821 sq m
CAR/BIKE PARKING PROVISION	506 spaces
YEAR OF CONSTRUCTION	2008 / 2015
CONDITION	Good
TOWN PLANNING	According to the Milan PGT (“Piano di Governo del Territorio”) the subject property falls within the “Ambiti interessati da provvedimenti approvati e adottati” (art. 31 of NTA). Currently, the Building Action Plan has been partially implemented. In particular, the area located to the South where the subject property is located has been realized together with some affordable housing units, shops, a green park, a kindergarten, public parking, and a pedestrian promenade.
GROSS CONTRACTED RENT	€16,207,904 (€174.61 per sq m)
CURRENT OCCUPANCY	100%

TENANCY	The whole complex is let under a single lease to SKY Italia S.r.l. for a term of 12 + 12 years with a lease expiry of 15/05/2032. At the end of the eighteen year there is a break clause with twelve months' prior notice. (15/05/2026). The rent is €16,207,904 per annum, subject to annual indexation provisions.
BASIS OF VALUATION	Market value, as is and subject to the in-place tenancy.
VALUATION APPROACHES	Income capitalization, discounted cashflow and sales comparison approach.
DATE OF VALUATION	31 st July 2019
GROSS MARKET RENTAL VALUE	€16,568,620
MARKET VALUE	<p>€262,500,000 (two hundred and sixty-two million five hundred thousand euros)</p> <p>This valuation reflects an equivalent yield (i.e. an income weighted cap rate) of 5.50% and a discount rate of 7.25%, incorporating discounted cashflow assumptions.</p> <p>We have been asked by the Client to provide an indicative split of the Market Value between the buildings. The Sky Complex has been valued as a single investment in accordance with the title, building configuration and contractual lease details. The indicative building split with an apportionment of the value by gross lettable area (GLA) has been provided for illustrative purposes only and has no bearing on the marketability of the buildings on an individual basis.</p> <p>We accordingly detail below the indicative split in buildings by GLA as provided by the Client:</p> <p>Building 1 - €126,720,000 Building 2 - €72,560,000 Building 3 - €63,220,000 TOTAL (SKY HQ) - €262,500,000</p>

ASSUMPTIONS, DISCLAIMERS	Supplemental Assumption: This property report is being delivered in connection with the engagement letter, dated 28 th January 2019 between CBRE Limited and Lendlease Global Commercial Trust Management Pte. Ltd. (In its capacity as manager of Lendlease Global Commercial REIT) (the "Agreement"). This report and limiting assumptions are subject to the terms and conditions of the Agreement. This summary valuation report is provided supplemental to the full valuation report prepared and dated 6th August 2019 for the client.
PREPARED BY	Paul Watkinson, FRICS and Silvia Sassatelli, MRICS



Milan, 24th July 2019

**RBC Investor Services Trust Singapore Limited
(in its capacity as trustee of Lendlease Global
Commercial REIT) (the "Trustee")
8 Marina View, #26-01
Asia Square Tower 1
Singapore 018960**

Dear Sirs,

VALUATION OF VIA LUIGI RUSSOLO, 4 MILAN – SKY CAMPUS

We refer to your instructions to carry out a valuation in respect of the above-mentioned property (the "Property") for the purpose of acquisition and for inclusion in the prospectus of Lendlease Global Commercial REIT (the "Prospectus") to be issued in connection with the proposed initial public offering of and listing of the units in Lendlease Global Commercial REIT on the Main Board of the Singapore Exchange Securities Trading Limited. Our instructions are to provide our opinion of the market value of the Property as at 31st July 2019, subject to the existing tenancies.

We confirm that we have inspected the Property and have prepared a full valuation report ("Report") and a valuation certificate in accordance with the requirements of the instructions.

Our valuation is on the basis of Market Value which is defined as "the estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm's length transaction after proper marketing where the parties had each acted knowledgeably, prudently and without compulsion".

This definition of value is in accordance with the definition of Market Value as advocated by the International Valuation Standards and RICS Valuation – Global Standards 2017 (Red Book).

Market Value is also the best price reasonably obtainable on the valuation date by the seller and the most advantageous price reasonably obtainable on the valuation date by the buyer. This estimate specially excludes an estimated price inflated or deflated by special terms or circumstances such as atypical financing, sale and leaseback



Milano - Roma

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cap. soc. euro 100.000 i.v. P.IVA e C.F. 06180000967 R.E.A. 1875308 n° registro imprese 06180000967.



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arrangements, special considerations or concessions granted by anyone associated with the sale, or any element of value available only to a specific owner or purchaser.

Market Value is understood to be the value of an asset or liability estimated without regard to costs of sale of purchaser (or transaction), and without offset for any associated taxes or potential taxes.

Our valuation has been made on the assumption that the Property is sold in the open market without the benefit of a deferred term contract or any similar arrangement which could serve to affect the value of the Property.

No allowance has been made in our valuation for any charges, mortgages or amounts owing on the Property, nor for any expenses or taxation which may be incurred in effecting a sale. It is assumed that the Property is free from any major or material encumbrances, restrictions and outgoings of an onerous nature which could affect its value.

We have undertaken no structural or condition surveys. We advise that we have not inspected unexposed or inaccessible portions of the building and cannot therefore state that these are not free from rot, infestation or hazardous material.

We have also assumed that the building complies with all relevant statutory requirements in respect of health, building and fire safety regulations.

We have relied on the information provided by the Trustee and Lendlease Global Commercial Trust Management Pte. Ltd., the manager of Lendlease Global Commercial REIT (the "Manager"), on matters relating to the Property such as gross floor area, lettable area, tenancy details, income and expense information etc. All information provided is treated as correct and Colliers RES accepts no responsibility for subsequent changes in information and reserves the right to change our opinion of value if any information provided were to materially change.

For the purpose of the Prospectus, we have prepared this letter and the enclosed valuation certificate which summarises our Report and outlines key factors we have considered in arriving at our opinion of value. This letter and the valuation certificate do not contain all the necessary data and information included in our Report. For further information, reference should be made to the Report.

The valuation and market information are not guaranteeing or predictions and must be read in consideration of the following:





- The estimated value is based upon the factual information provided by the client/asset manager. Property data/information provided is assumed to be correct. Whilst Colliers RES has endeavoured to ensure the accuracy of the information, it has not independently verified all information provided by the client/asset manager. Colliers RES also accepts no responsibility for subsequent changes in information as to areas, income, expenses or market conditions.
- The methodologies adopted in valuing the Property are based upon estimates of future results and are not predictions. Each methodology is based on a set of assumptions as to income and expenses of the Property and future economic conditions in the local market.

Valuation Rationale

In determining the valuation process, we adhered to the generally accepted principles and criteria, in accordance with the International Valuation Standards (IVS) and the professional best practices in the appraisal field.

As far as property valuation criteria, practices and valuation theory in the real estate sector are concerned, three different approaches are used:

- The construction cost approach, which expresses the value of an asset based on the costs necessary for its construction or replacement, appropriately depreciated according to age, general conditions, functional, economic or environmental obsolescence and all other age factors deemed relevant. The value of an asset can be calculated as the depreciated cost of reconstruction when there is no market for similar assets, and the value may be expressed as current cost of reconstruction. Determination of the construction cost has three fundamental components: appraisal of the land, estimate of the building construction cost and estimate of the appreciation/depreciation factors;
- The sales comparison approach, which expresses the value of an asset based on the average sales prices observed in the local markets, taking into account specific characteristics of the individual assets. The prices used are those obtained from transactions that are comparable in terms of type, location and use of the asset. Application of the sales comparison approach is carried out following the achievement of two objectives: identification of a sample of homogeneous assets and determination of the transaction prices. Furthermore, the appreciation/depreciation factors must also





be estimated. Use of this method leads to the determination of average values per square metre inferred from the market transactions;

- The income approach, which determines the value of an asset according to the income or cash flows it will be able to generate. The income approach is based on the assumption that a rational buyer is not willing to pay a price greater than the present value of benefits that the asset will be able to produce. Application of this approach consists of three phases: determination of the expected economic benefits, definition of the type of algebraic relationship linking the value to income and selection of a discount/capitalisation rate.

In order to express the market value of the asset, Colliers RES used the income approach. In this case in particular, the income approach used was the DCF or Discounted Cash Flow Analysis, which is considered the most appropriate method to value this type of Property. The valuation through DCF was carried out by discounting the net cash flows considering the term of the lease agreement.

In the Discounted Cash Flow (DCF) Analysis, the projected cash flow of the Property is forecasted over a 10-year investment horizon with an assumed sale at the end of the period. This form of analysis allows an investor to make an assessment over the longer-term return with a wide range of assumptions made including income growth, expenditure growth, sale price of the Property at the end of the investment horizon, potential capital expenditure, and costs associated with the purchase/disposal of the Property.

The future estimates adopted for income and expenses are projections only formed on the basis of information currently available to us and are not representations of what the value of the Property will be as at a future date. This information is based on the prevailing market conditions and includes the current expectations as to property values, income and yield. The income and expense figures are mathematically extended with adjustments for estimated changes and economic conditions. The results and conclusion of value are considered the best practice estimates, and are not to be construed as a prediction or guarantee and are fully dependent upon the accuracy of the assumptions as to income, expenses and market conditions.

Disclaimer

We have prepared this Valuation Summary Letter and the enclosed Valuation Certificate for inclusion in the Prospectus and, to the extent permitted by law,





specifically disclaim liability to any person in the event of any omission from or false or misleading statement included in the prospectus, other than in respect of the information provided within the Report and this Valuation Summary Letter. This letter and the report have been prepared for the use of the instructing party and its reliant parties for the stated purpose only and cannot be relied upon by third parties.

We have not been involved in the preparation of the Prospectus nor has this letter had regard to the other material contained in the Prospectus. The letter and its content do not take into account any matters concerning the investment opportunity contained in the Prospectus.

The reported analysis, opinion and conclusion are limited only by the reported assumptions and limiting conditions and is our personal, unbiased professional analyses, opinions and conclusions. The valuers' compensation is not contingent upon the reporting of a predetermined value or direction in value that favours the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.

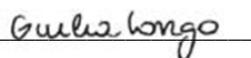
We confirm that we do not have a pecuniary interest or conflict of interest that would conflict with a proper valuation of the Property and the valuers undertaking the valuation are authorised to practise as valuers and have the necessary expertise and experience in valuing similar types of properties.

Our Valuation Certificate is appended.

Yours faithfully,

For and on behalf of

Colliers Real Estate Services Italia Srl con socio unico

A handwritten signature in black ink that reads "Giulia Longo". The signature is written in a cursive style and is positioned above a horizontal line.

**Arch. Giulia Longo MRICS
CEO**





VALUATION CERTIFICATE

Address of Property	: Via Luigi Russolo 4, Milan
Valuation Prepared for	: RBC Investor Services Trust Singapore Limited (in its capacity as trustee of Lendlease Global Commercial REIT)
Purpose of Valuation	: For the purpose of acquisition and for inclusion in the prospectus of Lendlease Global Commercial REIT to be issued in connection with the proposed initial public offering of and listing of the units in Lendlease Global Commercial REIT on the Main Board of the Singapore Exchange Securities Trading Limited
Interest Valued	: Freehold
Registered Owner/Lessee	: Sviluppo Comparto 3 S.r.l.
Brief Description	: The Property is located in the peripheral area of Milan, in the south-east zone of the municipality. It is about 10 km from the city centre and is located in a mixed-use area, named Santa Giulia, characterized mainly by residential buildings and offices. The Property comprises three developed and occupied office buildings, 100% let to Sky Italia. The Sky Campus consists of about 117,200 sqm of office and television studios as well as an underground car park of 506 spaces. Building 1 and 2 were built in 2008 and are linked through a connecting building named "The Link", while Building 3 was built in a second phase, in 2015, and is located at the north of Building 1 and 2.
Gross Floor Area	: sqm 99,586.00 (excluding parking spaces)
Gross Leasable Area	: sqm 92,821.00 Split as follows: Building 1: sqm 44,808.00 Building 2 (including the Link): sqm 25,659.00 Building 3: sqm 22,354.00
Year of Completion	: 2008 – Building 1 and 2 2015 – Building 3
Condition	: Generally good
Tenancy Brief	: Based on the documentation provided, the asset is fully let to Sky Italia S.r.l. We are aware that the lease started on 16/05/2008 and it will end on 15/05/2032. The lease of the additional portion (Building 3) started in 2016. The current rent amounts to € 16,207,904.00.
Master Plan Zoning (2014 Edition)	: The asset is zoned in "large started and to be completed developments" (grandi trasformazioni avviate e in completamento).



Milano - Roma

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Basis of Valuation	:	Market Value on 'As-Is' basis and subject to the existing tenancy.				
Method of Valuation	:	Discounted Cash Flow Analysis				
Key Assumptions	:	<table border="1"><tr><td>Exit Cap Rate</td><td>5.75%</td></tr><tr><td>Discount Rate</td><td>6.77%</td></tr></table>	Exit Cap Rate	5.75%	Discount Rate	6.77%
Exit Cap Rate	5.75%					
Discount Rate	6.77%					
Date of Valuation	:	31 st July 2019				
Market Value	:	€ 259,500,000.00 (Euro two hundred fifty-nine million five hundred thousand,00) Split as follows: Building 1: € 125,300,000.00 Building 2 (including the Link): € 71,700,000.00 Building 3: € 62,500,000.00				

Prepared by:
Colliers Real Estate Services Italia Srl con socio unico

Giulia Longo
MRICS
CEO
Valuation & Advisory Services
Giulia Longo

Alessandro Gravinese
MRICS
Head of Valuation – International Client
Valuation & Advisory Services
Alessandro Gravinese



INDEPENDENT PROPERTY MARKET RESEARCH REPORT



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To:

Lendlease Global Commercial Trust
Management Pte Ltd (as manager of
Lendlease Global Commercial REIT)
2 Tanjong Katong Road
#05-01 PLQ 3
Paya Lebar Quarter
Singapore 437161

RBC Investor Services Trust Singapore
Limited (as trustee of Lendlease Global
Commercial REIT)
8 Marina View
#26-01 Asia Square Tower 1
Singapore 018960

6th May 2019

Dear Sirs,

1 INDEPENDENT MARKET RESEARCH REPORT INTRODUCTION

1.1 INSTRUCTIONS

We refer to written instructions received from Lendlease Global Commercial Trust Management Pte Ltd., as manager of Lendlease Global Commercial REIT and RBC Investor Services Trust Singapore Limited, as trustee of Lendlease Global Commercial REIT, (The Clients) to prepare an independent market research report in relation to the following properties:

Singapore	
Property	General Location
313@somerset	Singapore

Italy	
Property	General Location
Santa Giulia South	Metropolitan City of Milan

This report is provided in relation to a prospectus (Prospectus) relating to the proposed initial public offering of Lendlease Global Commercial REIT.

The instructions requested that CBRE prepare overviews for the Singapore retail market and the Italy office market for the purpose of inclusion in a prospectus for the Client's proposed listing of its selected retail and office assets. We have made independent enquiries and have prepared the market overviews on the basis of our in-house databases, and our knowledge of these markets.

1.2 SCOPE OF SERVICES

Our scope of work for each property included, but was not limited to, providing the following:

Macroeconomic Overview

- **Economic Overview**
Commentary on the economy based on various economic indicators as well as their impact on the real estate industry.
- **Outlook of the Economy**
Analysis on the economic outlook including the business climate, key infrastructure developments and type of government incentives available, as well as their impact on the real estate industry.

Selected Market Overview

- Review of the property market with a focus on the relevant submarket. An analysis on the key demand and supply factors including stock, absorption, vacancy, demand trends and rents.
- Investment Market Overview
Analysis of the investment market, including investment market activity, capital values and trends of cap rates.
- Selected Market Outlook
Analysis of future supply, key growth areas and rental outlook.

Competition Analysis

- SWOT analysis of the subject property and an analysis of the existing and future portfolio of key competitors

1.3 MAJOR ASSUMPTIONS

Our market assessments are based upon the current market, as well as likely future conditions as perceived by the market. We stress that the estimation of future market conditions is a very problematic exercise which, at best, should be regarded as an indicative assessment of possibilities rather than absolute certainties. The process of making forward projections and market outlook involves assumptions regarding a considerable number of variables, which are acutely sensitive to changing conditions. Some assumptions inevitably will not materialise and unanticipated events and circumstances may occur. To rely upon this report therefore, readers must satisfy themselves as to the reasoning behind these future estimates.

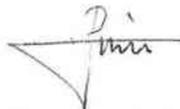
1.4 INFORMATION UTILISED

Our market research is based on information developed from research of the market, knowledge of the industry and certain information provided by the Client, which is integral to the outcome of our estimations. We have also obtained data and information for this assignment from a wide range of sources. Whilst due care has been undertaken in the application of this information, its accuracy cannot be verified by CBRE. Should it be revealed that any of this information is inaccurate or misleading such that its use would affect our study, then CBRE reserves the right to amend its opinions and report. The sources and bases of the estimates and assumptions are stated in the body of the document. We have no responsibility to update this summary letter for events and circumstances occurring after the date of issuance.

1.5 STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS

This market overview is prepared for The Clients in relation to the proposed listing of office and retail assets by way of a Real Estate Investment Trust in Singapore and is not to be copied or redistributed to any other person or corporation without the prior written consent of CBRE. The information contained in the report has been prepared in good faith and with due care by CBRE. Data contained in the report are based on figures provided to CBRE. Certain monetary amounts set out in this report have been subject to rounding adjustments. Accordingly, figures shown as totals in tables and charts may not be an arithmetic aggregation of the figures that precede them. The outlooks contained in the report therefore represent best estimates only and may be based on assumptions which, while reasonable, may not be correct. Such outlooks represent only one possible result, depending on the assumptions adopted. CBRE is not responsible for the decisions and/or actions of the readers of this market overview. This market overview should also not be considered as a recommendation to buy or not to buy the units of Lendlease Global Commercial REIT.

For and on behalf of
CBRE Pte. Ltd.



Desmond Sim
Head of Research, South East Asia
CBRE | Asia Pacific Research
2 Tanjong Katong Road
#05-01 PLQ 3
Paya Lebar Quarter
Singapore 437161

Market Report for:

**Lendlease Global Commercial Trust
Management Pte Ltd (as manager of
Lendlease Global Commercial REIT)**

and

**RBC Investor Services Trust Singapore
Limited (as trustee of Lendlease Global
Commercial REIT)**

3rd May 2019

**Singapore's Prime Retail Market
Overview**

CBRE Pte Ltd
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ABOUT CBRE RESEARCH

CBRE Group, Inc. is the world's largest commercial real estate services and investment firm, with 2016 revenues of \$13.1 billion and more than 75,000 employees. CBRE has been included in the Fortune 500 since 2008. It also has been voted the industry's top brand by the Lipsey Company for 15 consecutive years and has been named one of Fortune's "Most Admired Companies" in the real estate sector for four years in a row. CBRE offers strategic advice and execution for property sales and leasing; corporate services; property, facilities and project management; mortgage banking; appraisal and valuation; development services; investment management; and research and consulting. Please visit our Web site at www.cbre.com.

- The information contained herein has been derived from sources which we believe to be reliable and is correct at date of publication. But we are unable to guarantee its accuracy or completeness. All opinions and estimates included in this report constitute our judgment as of the date of publication and are subject to change without notice. Subject to applicable laws, no liability can be accepted for any action taken as a result of reading these notes without prior consultation with CBRE, with regard to all relevant factors.
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Table of Contents

1.0 Macroeconomic Overview	5
a) Gross Domestic Product (GDP)	5
i) Ease of Doing Business	7
ii) Market Transparency	8
iii) Government Incentives	9
iv) Infrastructure Investments	10
b) Population	11
c) Employment	13
d) Household Income	14
e) Consumer Confidence	15
f) Household Expenditure	16
g) Inflation	17
h) Domestic Interest Rates	18
i) Foreign Direct Investment	19
j) Retail Sales	20
k) Tourism Arrivals & Receipts	22
2.0 Market Overview	25
2.1 Retail Market Overview	25
a) Existing Demand and Supply	25
i) Supply	25
ii) Demand	26
b) Net Absorption	28
c) Vacancy Rates	29
d) Rental Performance	29
e) Rental Structure	30
2.2 Investment Market Overview.....	31
a) Investment Market Activity	31

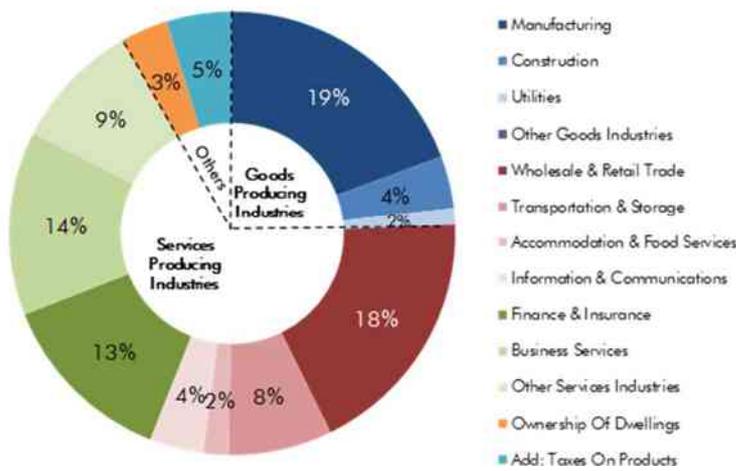
b) Recent Investment Transactions	31
2.3 Market Outlook	35
a) Future Supply	35
b) Rejuvenation of Orchard Road / Somerset	36
c) Outlook for the Submarket	40
3.0 Overview of Subject Property	41
3.1 Competition Analysis	42
3.2 Top Three Landlords in Submarket	43
a) Overview	43
b) Future Supply from Top 3 Landlords	44
3.3 Subject Property SWOT Analysis	46
4.0 Appendix A	48

1.0 Macroeconomic Overview

a) Gross Domestic Product (GDP)

Singapore has a highly industrialised economy. Manufacturing, wholesale & retail trade, finance & insurance and business services make up the top 4 sectors, accounting for 64.2% of total GDP.

Fig 1: Composition of Singapore’s GDP by Sector (2018)



Source: Singstat

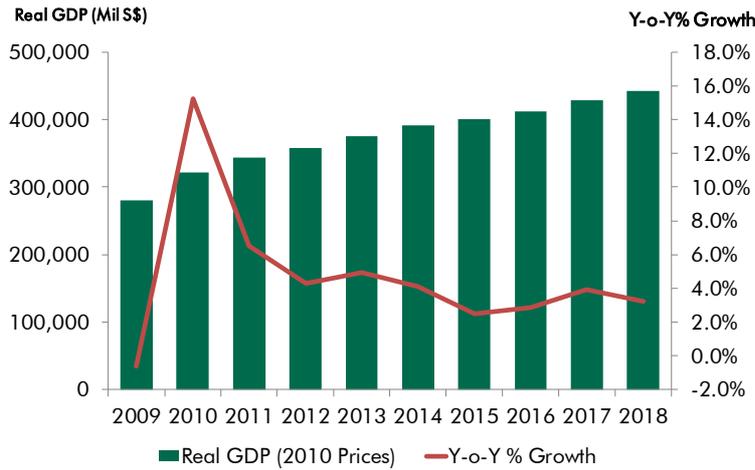
Manufacturing has traditionally been a staple of Singapore’s economy, though rising labour costs and regional competition has led the government to shift its focus towards higher value-add industries. The manufacturing sector accounted for 19.3% of the country’s GDP in 2018. The manufacturing sector grew by 7.2% in 2018, moderating from the 10.4% growth in the previous year. Growth was mainly supported by the electronics, transport, engineering and biomedical manufacturing clusters.

Close behind Singapore’s manufacturing sector is the Wholesale & Retail Trade industry which accounted for 18.3% of total GDP. GDP growth for the sector only expanded by 1.5% in 2018, pulled down by weaker motor vehicle sales.

Other large sectors that contributed to Singapore’s economy is the Finance & Insurance and the Business Services industries accounting for 13.0% and 13.5% of total GDP respectively.

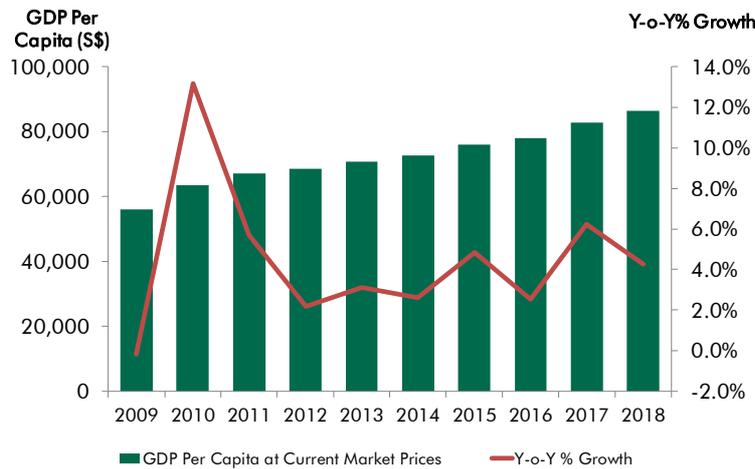
Based on Ministry of Trade & Industry’s (MTI) figures, the Singapore economy grew by 3.2% in 2018, coming in slightly lower than the previous year of 3.9%. This was mainly because of a softening global demand environment that weighed in on the second half of the year. The sectors that contributed the most to GDP expansion were manufacturing, finance & insurance and information & communication.

Fig 2: Singapore’s Real GDP Growth Rate



Source: Singstat

Fig 3: Singapore’s GDP Per Capita



Source: Singstat

Singapore’s GDP growth is expected to moderate in 2019 on the back of changing dynamics in key demand drivers and heightened risks and uncertainties in the global economy. Growth in most key advanced and regional economies are expected to moderate, resulting in slower growth for Singapore in 2019 to 1.5% - 3.5%.

The cyclical slowdown in electronics demand alongside trade frictions will weigh heavily on the manufacturing sector as well as contributions from the trade-related clusters. On the bright side, the modern services cluster is expected to remain resilient amidst a boom in digital-related activities in the technology and financial sectors. The construction sector, which had shrunk for two consecutive years, is also expected to provide a stimulus in 2019. This will be supported by an increase in public infrastructure projects as well as the redevelopment of en-bloc sites during the recent collective sale frenzy.

i) Ease of Doing Business

Singapore has earned many accolades which has bolstered the country’s reputation as a key regional and global hub for companies to do business. Its growing reputation has contributed to an increase in the number of companies setting up new offices in the country, with MNCs increasingly taking a closer look. Globally, it is consistently ranked very highly in the areas of business environment, education, infrastructure and institutions.

Fig 4: Ease of Doing Business Rankings (Top 10 Rankings)

Country	2018 Ranking	2018 Score	Score Change from 2017
New Zealand	1	86.59	0.00
Singapore	2	85.24	+0.27
Denmark	3	84.64	+0.59
Hong Kong SAR, China	4	84.22	+0.04
Korea, Rep.	5	84.14	-0.01
Georgia	6	83.28	+0.48
Norway	7	82.95	+0.25
United States	8	82.75	-0.01
United Kingdom	9	82.65	+0.33
Macedonia, FYR	10	81.55	+0.32

Source: World Bank Group, Doing Business 2019 Report

Note: An economy’s ease of doing business score is reflected on a scale from 0 to 100, where 0 represents the lowest and 100 represents the best performance. The ease of doing business ranking ranges from 1 to 190. Rankings for all economies are benchmarked to May 2018

According to the latest World Bank’s annual ratings, Singapore is ranked second in 2018, behind New Zealand, among 190 economies in the ease of doing business. In the 10 areas in which the overall ease of doing business is measured, Singapore improved its rankings in four - "starting a business" (up 1 rank), "dealing with construction permits" (up 14 ranks), "registering property" (up 3 ranks) and "paying taxes" (up 1 rank).

Singapore has been consistently ranked among the top three in the ease of doing business. The rankings are a testament that Singapore have imposed a well-designed business regulation and have exemplified a ‘business-friendly’ environment that is conducive to the starting and operation of firms.

ii) Market Transparency

Singapore is recognised worldwide for its efficient and clean public service, and the incidence of public sector corruption here remains one of the lowest in the world. This allows investors and corporate occupiers to make decisions with confidence. According to Transparency International, Singapore has moved up to rank third in the Corruption Perceptions Index in 2018. This is likely to aid in the overall business environment, as confidence level among existing and potential investors improves.

Fig 5: Corruption Perceptions Index (Top 10 Rankings)

Country	2018 Ranking	2018 Score	2017 Score
Denmark	1	88	88
New Zealand	2	87	89
Finland	3	85	85
Singapore	3	85	84
Sweden	3	85	84
Switzerland	3	85	85
Norway	7	84	85
Netherlands	8	82	82
Canada	9	81	82
Luxembourg	9	81	82

Source: Transparency International

Note: The index, which ranks 180 countries and territories by their perceived levels of public sector corruption according to experts and businesspeople, uses a scale of 0 to 100, where 0 is highly corrupt and 100 is very clean.

iii) Government Incentives

To develop high-value and substantive economic activities in Singapore, the government encourages businesses to upgrade their capabilities or expand the scope of their business operations in Singapore through several incentives and schemes. Besides its efforts to grow industries, incentives are also in place to drive innovation, R&D, capability development and productivity.

The following table highlights some incentives that firms can utilise:

Fig 6: Selected Government Incentives Available in Singapore

Type of Incentive	Aim	Incentive amount
Growing Industries		
Pioneer Certificate Incentive (PC) & Development and Expansion Incentive (DEI)	Encourages companies to grow capabilities and conduct new or expanded economic activities in Singapore.	Corporate tax exemption or a concessionary tax rate of 5% or 10%, respectively, on income derived from qualifying activities.
	Companies that carry out global or regional headquarters (HQ) activities of managing, coordinating and controlling business activities for a group of companies may also apply for the PC or DEI for HQ activities.	
Finance & Treasury Centre (FTC) Incentive	Encourages companies to grow treasury management capabilities and use Singapore as a base for conducting strategic finance and treasury management activities.	Reduced corporate tax rate of 8% on income derived from qualifying FTC services to approved network companies (ANCs) as well as qualifying FTC activities carried out on its account with funds obtained from qualifying sources.
Innovation, R&D, and Capability Development		
Research Incentive Scheme for Companies (RISC)	Encourages the development of research and development capabilities and technologies through the support of projects in the areas of science and technology.	Eligible for co-funding support of up to 30% of qualifying R&D project costs such as manpower, training, consultancy, equipment, software, intellectual property and materials costs. Local manpower may be accorded support of up to 50%.
Intellectual Property (IP) Development Incentive (IDI)	Encourage the use and commercialisation of intellectual property rights arising from research and development (R&D) activities.	Reduced corporate tax rate of either 5% or 10% on a percentage of qualifying IP income derived by it during the incentive period.

Source: Singapore Economic Development Board

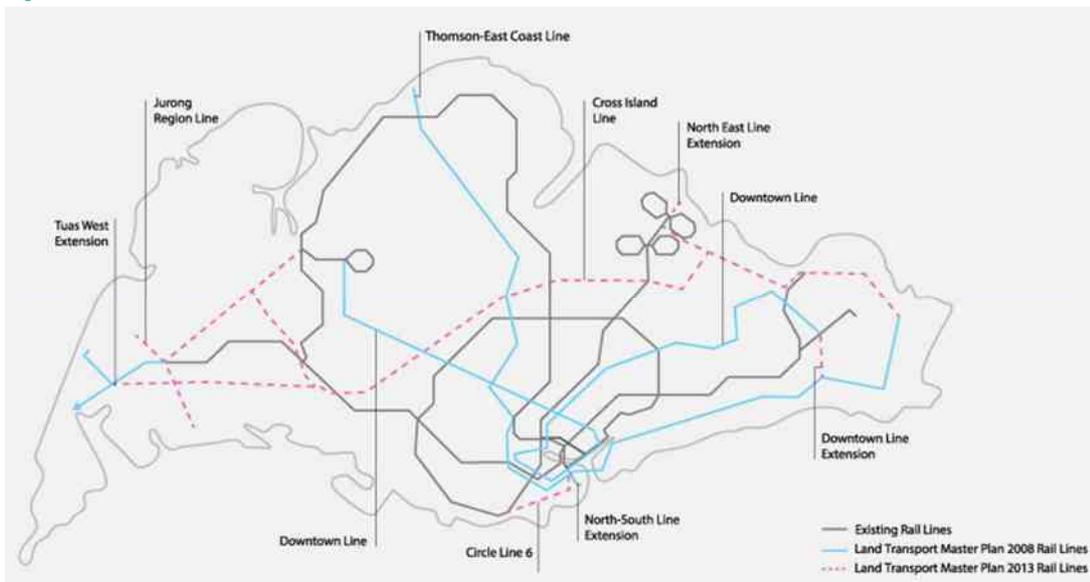
iv) Infrastructure Investments

Three key infrastructure projects are in the pipeline for Singapore in the mid to long term. These include new rail lines to the MRT and LRT train system, the proposed Kuala Lumpur-Singapore High Speed Rail and Changi Airport’s Terminal 5.

MRT and LRT Train System

The MRT and LRT train system is one of the most popular modes of transport in Singapore with a ridership of over 3 million passengers a day¹. Construction of the Thomson-East Coast Line, Circle Line 6 and North East Line extension which are currently underway will further expand the coverage of the island. A new station, Canberra Station will be added on the North-South Line. Plans have also begun for two more new rail lines – the Cross-Island Line (CRL) and the Jurong Region Line (JRL).

Fig 7: Future Train Network



Source: Land Transport Authority

The government targets to expand the rail network to about 360km by 2030, while current rail length currently stands at 227.9km. With a more comprehensive rail network, Singapore will have a total rail length that is longer than major cities such as Tokyo or Hong Kong today, and comparable to London and New York City. Connectivity within the island will be improved and existing developments, particularly those sitting on top of key transport nodes will benefit from a wider catchment.

¹ Land Transport Authority

Kuala Lumpur-Singapore High Speed Rail

The Kuala Lumpur-Singapore High Speed Rail (HSR) project was first unveiled in 2013. The HSR line was originally planned to be 350 km long upon completion in 2026 and is expected to reduce travel time between Kuala Lumpur and Singapore to about 90 minutes from the current 11 hours on existing train services.

The HSR line is expected to bring about various economic benefits; it will help to boost connectivity and trade while increasing the flow of talent between both countries. However, the impact of the high-speed rail is played down as plans for the infrastructure project have been put on hold.

Changi Airport's Terminal 5

Changi Airport will be adding a new passenger terminal – Terminal 5 to its current infrastructure. When Terminal 5 completes in 2030, it will be the largest terminal in Changi Airport and is expected to have an initial capacity of up to 50 million passengers annual, which is more than twice the size of any of the other three main terminals. This would mean 150 million passengers annually, as compared with the existing capacity of 82 million.

The development site will also consist of a three-runway system which will become operational in the early 2020s to cope with the projected growing number of flights. In the longer term, the number of leisure and business travellers in Singapore is expected to increase as Singapore's connectivity is enhanced by these infrastructure developments.

b) Population

As at 2018, there were 3.99 mil Singapore residents, comprising 3.47mil Singapore citizens and 0.52 mil permanent residents (PRs). Singapore residents make up of 70.8% of the population. Together with the remaining 1.64 mil who are non-residents, this adds up to Singapore's current population of 5.64 mil. Non-residents refer to foreigners who are working, studying, or living in Singapore and exclude tourists and short-term visitors.

Total population grew at the slowest pace for the past two years, growing by 0.1% and 0.5% in 2017 and 2018 respectively. This was mainly contributed by the decrease in the number of Work Permit holders. The reduced number of non-residents reflected the tightening of inflow of foreigners, in line with government attempts to nudge firms to raise productivity and reduce reliance on foreign labour.

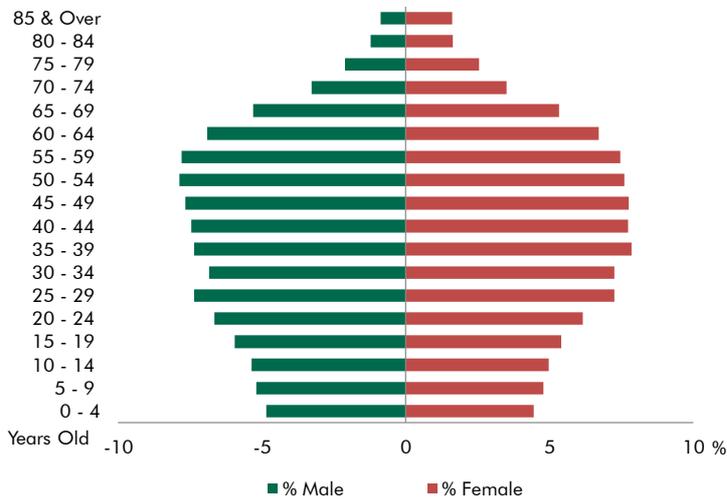
Fig 8: Composition of Singapore's Population and its Growth Rate



Source: Singstat

According to Singapore Department of Statistics, the median age of the resident population reached 40.8 years as at end-June 2018. Singapore's population is aging at a faster pace, as the proportion of resident population aged 65 years and over increased to 13.7% in 2018, as compared to 13.0% in 2017.

Fig 9: Age Pyramid of Resident Population

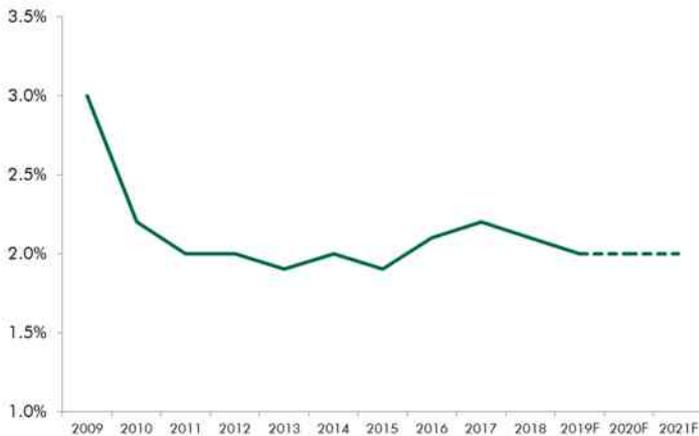


Source: Singstat

c) Employment

Singapore has historically enjoyed a low level of unemployment. Except for the Global Financial Crisis in 2009 where unemployment rate was at 3.0%, overall unemployment rate for the past nine years had hovered between 1.9% - 2.2%.

Fig 10: Unemployment Rate



Source: Singstat, Oxford Economics

Note: Unemployment rate refers to the unemployed as a percentage of the labour force (also known as the economically active population).

As at 2018, overall unemployment rate remained relatively stable at 2.1%, as compared to an unemployment rate of 2.1% and 2.2% in 2016 and 2017 respectively. Unemployment rate is expected to remain relatively stable at 2.0% for the next 3 years, according to forecasts by Oxford Economics.

The labour market remained tight as retrenchments declined. The number of retrenchments for the full year of 2018 (10,730) was significantly lower than in 2017 (14,720), and was the lowest since 2011, as the economy continued to expand.

Due to restructuring efforts by the government, local employment grew more than the hiring of foreigners. Local employment increased by an estimated 28,400 in 2018, as compared to foreigners (excluding foreign domestic workers), which grew by 10,900. Local increases occurred in services industries such as community, social & personal services, transportation & storage, financial & insurance services, information & communication, and professional services. In December 2018, locals made up 67.3% of persons employed in Singapore (excluding foreign domestic workers), with foreigners forming 32.7%.

To make the labour market more sustainable, it was announced in the Budget 2019 that foreign worker rules will be further tightened. Quotas for foreign workers in service industries will be gradually lowered from 2020 to help boost productivity and guide businesses to be more manpower-lean in the long run. The services sector's foreign worker dependency ratio ceiling (DRC), which limits the proportion of foreign workers in a firm, will be lowered from 40% to 38% on Jan 1, 2020, then to 35% in 2021. Within this cap, the services sub-DRC for S Pass holders² will also fall from 15% to 13% in 2020 and then to 10% in 2021.

The Manpower of Ministry has responded that labour intensive industries such as hotels, food services, entertainment, real estate services and logistics are to be the hardest hit. Though businesses will be challenged in the face of labour shortages, active investments in labour-saving technology by businesses as encouraged by the government will help to spur productivity. During this interim, the government will help fund support or allow for extra manpower flexibilities (on a case-by-case basis) if businesses require more short-term resources to move to new operating models.

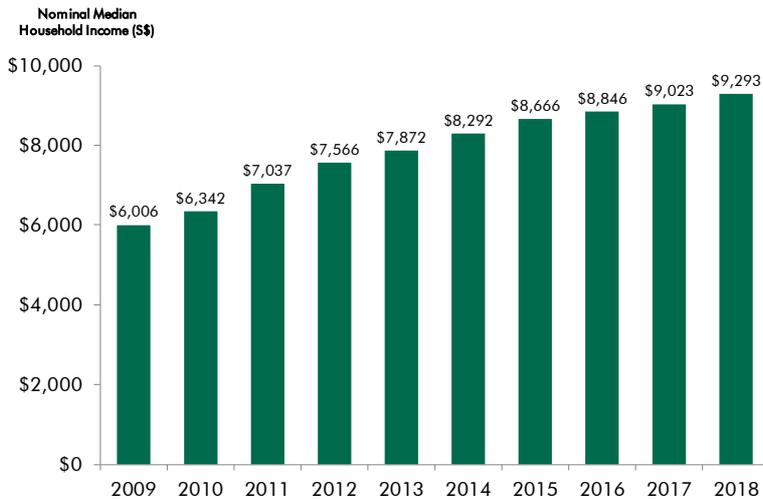
d) Household Income

Among resident employed households³, the median monthly household income from work grew 3.0% in nominal terms from S\$9,023 in 2017 to S\$9,293 in 2018, or 2.6% in real terms. The median monthly household income has increased by a total of 15.7% in real terms over the past five years. After taking into account household size, the increase was 21.0%. The increase in household income was enjoyed by nearly all income brackets.

² S pass allows mid-level skilled staff to work in Singapore. Candidates need to earn at least S\$2,300 a month and have the relevant qualifications and work experience.

³ Resident employed households refer to households headed by Singapore Citizens or permanent residents and with at least one working person.

Fig 11: Nominal Median Resident Employed Household Income



Source: Singstat

Note: Resident employed households refer to households headed by Singapore Citizens or permanent residents and with at least one working person

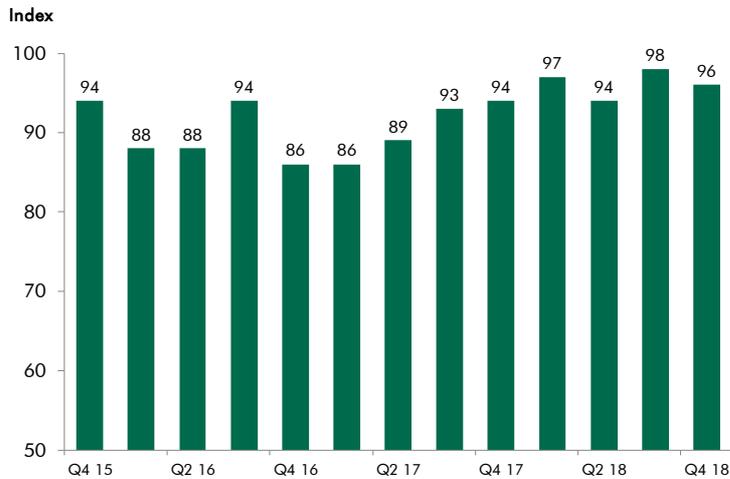
e) Consumer Confidence

Consumer sentiment has generally improved in 2018, driven by expansions in the service industry and lower unemployment levels. The Consumer Confidence Index (CCI) has scaled by 10 points to 96 in Q4 2018 as compared to 86 points in the beginning of 2017, according to the Conference Board Global Consumer Confidence Survey in collaboration with Nielsen.

The CCI is driven by three indicators, which are consumers’ perception on state of their personal finances, local job prospects, and intentions/readiness to spend. Performance across all three indicators improved for Singapore.

Nevertheless, performance of the economy and job security remained as concerns of Singaporean consumers (consumer confidence levels above and below a score of 100 indicate respective degrees of optimism and pessimism). This suggests that some level of pessimism still persists among consumers.

Fig 12: Nielsen Consumer Confidence Index



Source: The Nielsen Company

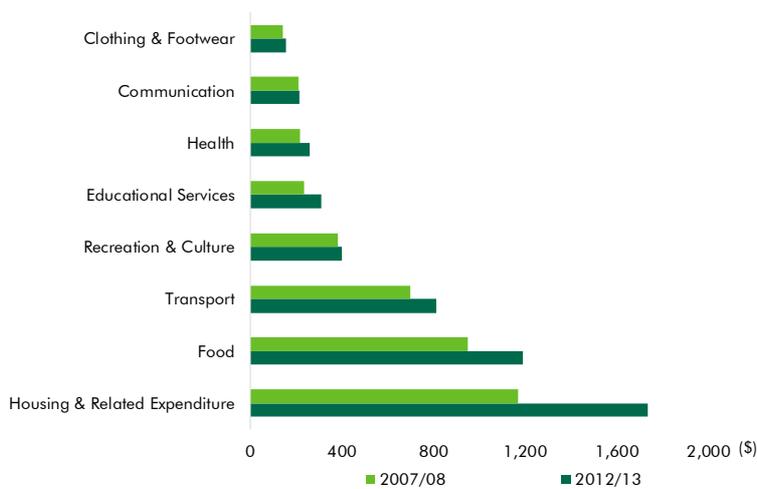
Note: Consumer confidence levels above and below a baseline of 100 indicate respective degrees of optimism and pessimism

f) Household Expenditure

The most recent information on consumption expenditure of resident households in Singapore was only collected and presented by the Department of Statistics in 2012/13. Key survey findings from the Household Expenditure Survey (HES) 2012/13 will be compared to results of previous HES conducted in 2007/08.

Household expenditure increased by 4.4% per annum between 2007/08 and 2012/13 due to income growth and as consumers were spending more on higher quality and higher-end products and services. For example, the survey highlighted that households were dining out more. Food serving services accounted for 63.5% of expenditure on food, up from 62.4% in 2007/08. Within food services, proportion of spending in restaurants, cafes and pubs also rose from 26.8% in 2007/08 to 35.4 % in 2012/13.

Fig 13: Average Monthly Household Expenditure by Types of Goods & Services



Source: Singstat

Households in the middle-income quintile (41st to 60th percentile) experienced the most increase in average monthly expenditure while other average expenditure of other income groups increased more slowly.

The consumers of today are becoming more discerning due to increasing affluence and they are more exposed to the latest trends and culture. As the standard of living among Singaporeans continue to improve, expenditure is likely to increase as consumers continue to seek for premium quality goods, services and experiences.

g) Inflation

According to the Department of Statistics, Singapore’s Consumer Price Index (CPI) is calculated by weighing the price movements of eight groups of items. The groups carrying the most weight in the index are Housing (25%), Food (22%), Transport (16%) and Recreation & Others (16%), with Education & Stationery, Healthcare, Communication and Clothing & Footwear making up the remainder.

For the whole of 2018, Singapore had a core inflation rate of 1.7%, up from 1.5% in 2017, mainly due to larger increases in the cost of services and retail items. Core inflation strips out the cost of accommodation and private road transport. Meanwhile, headline inflation came in at 0.4%, a notch lower than the 0.6% registered the year before.

Fig 14: Consumer Price Index against Median Household Income



Source: Singstat

Note: Comparison is made against the median household income from resident employed households. According to Singstat, resident employed households refer to households headed by Singapore Citizens or permanent residents and with at least one working person.

Looking ahead, the Monetary Authority of Singapore (MAS) and Ministry of Trade & Industry (MTI) expect prices to rise faster. Core Inflation is expected to come within the forecast range of 1.5% to 2.5% in 2019, while headline inflation is projected to pick up to 1.0% - 2.0% in 2019. Global oil prices have generally increased while non-oil import prices have also picked up. On the domestic front, the improving labour market is likely to contribute to a faster rate of wage growth, and flow on positive impact to higher income and spending.

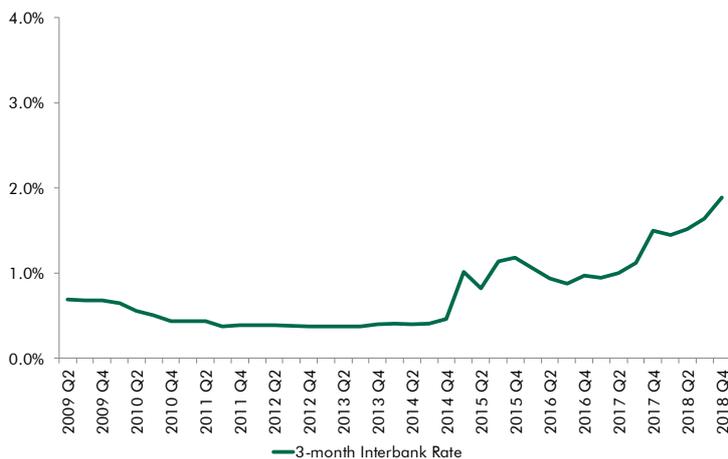
h) Domestic Interest Rates

Interest rates in Singapore are determined by the Singapore Interbank Offered Rate, which follows interest rate movements in the US. Singapore’s domestic interest rates have been at a level of historical lows over the past years. However, interest rate hikes by the US Federal Reserve has put pressure on domestic interest rates, which has edged up from below 0.5% in 2014 to 1.9% by the end of 2018.

The Federal Open Market Committee (FOMC) increased the benchmark rate four times in 2018 but rising concerns about a slowing US economy coupled with the trade war with China has put rate hikes on hold. In light of global economic and financial developments and muted inflation pressures, the need for any further interest rate increases has eased off at the moment.

Further rate hikes could cause interest rates in Singapore to increase further. Consumers and businesses are less likely to take out new loans at higher rates and this could impact economic growth. At the same time consumer debt service burden could increase for consumers who are servicing loans, and as a result, cut down on other forms of consumption.

Fig 15: Interest Rates



Source: The Association of Banks in Singapore

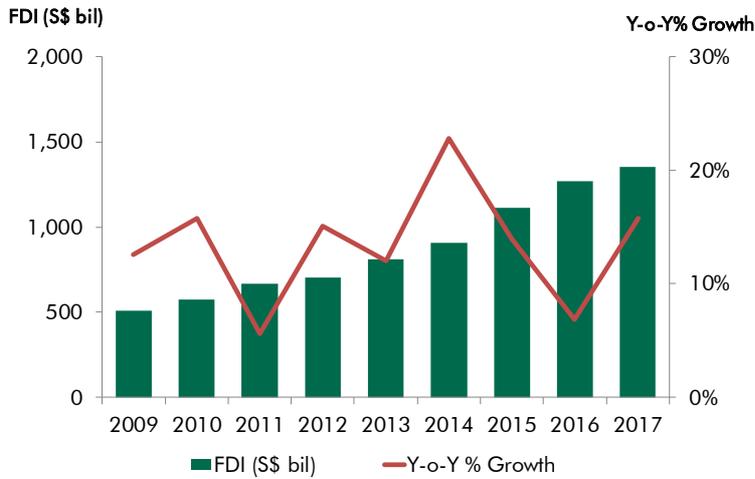
i) Foreign Direct Investment

The stock of foreign direct investment (FDI) in Singapore grew by 15.7% to reach S\$1,568 bil as at end 2017. The growth was mainly attributed to an increase in equity investment. Direct equity investment made up 90.2% of this value and the remaining 9.8% accounted for net lending from foreign direct investors.

Industry wise, the Finance & Insurance sector accounted for more than half of Singapore’s FDI (54.5%). Other major sectors of foreign investment included Manufacturing (11.6%) and Wholesale & Retail Trade (18.5%).

Europe was Singapore’s largest investor by region, contributing 30.1% of all FDI with other major regions being Asia (20.8%), South, Central America & The Caribbean (23.2%) and North America (22.7%). The top five countries investing into Singapore were the United States, Cayman Islands, British Virgin Islands, Netherlands and Japan.

Fig 16: FDI in Singapore



Source: Singstat
 Note: Data for 2018 not available as at Feb 2019.

j) Retail Sales

Retail sales growth was negative from 2013 - 2016 following weaker GDP growth and weaker private consumption. However, there has been a recovery in retail sales since 2017, driven by improving consumer confidence, tourist arrivals and a healthier labour market. 2018 marks the second consecutive year of growth, as the Retail Sales Index (excluding motor vehicles) increased by 0.5% y-o-y.

Fig 17: Retail Sales Index



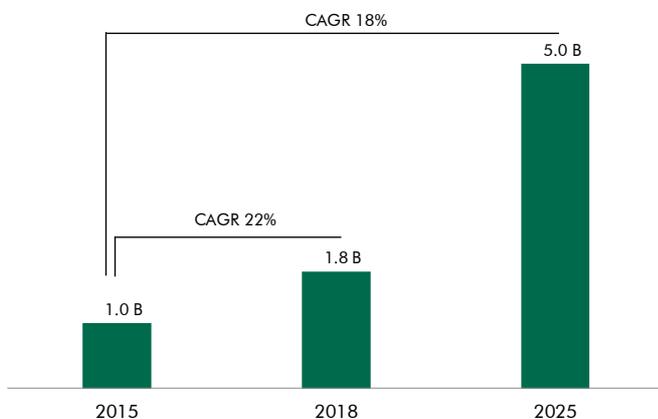
Source: Singstat

Retail trade segments such as medical goods & toiletries and furniture & household equipment were the strongest performers for 2018. Full-year gainers included medical goods & toiletries (5.0%), furniture & household equipment (3.4%), watches & jewellery (2.0%), wearing apparel & footwear (2.0%), F&B (0.5%) and department stores (0.4%). Retail sales for department stores registered the highest increase of 7.9% y-o-y in November 2018, as most department stores enjoyed brisk sales during Black Friday sales events.

Singapore’s e-commerce economy experienced healthy growth, driven by the increasing availability and use of smartphones and mobile telecommunication services. According to Hootsuite Digital in 2018 report, Singapore’s internet user base grew to about 4.83 million internet users and there were about 4.30 million active mobile social users in Singapore. The presence of large e-commerce companies such as Lazada and Shopee also contributed to the growth of the e-commerce market.

The e-Conomy SEA 2018 Report by Google & Temasek estimated that Singapore’s e-commerce market size reached US\$1.8 billion in 2018 (CAGR of 22% in the past three years) and has the potential to reach US\$5.0 billion by 2025.

Fig 18: Singapore’s E-commerce Market Size (GMV, US\$ billion)



Source: e-Conomy SEA 2018 Report by Google & Temasek
 Note: GMV stands for Gross Merchandise Value

While the rise of e-commerce may be seen as a threat, physical retailing has its own strengths and advantages online retailing is unable to offer. Online and offline are never separate and need to coexist, hence “omni-channelling”. This is especially for trades that involves the five senses or dimensions, something that online retailing is unable to offer. In addition, majority of retail spend is still transacted in physical stores, given that online retail accounts for an average of 4.7% of total retail sales value in the past 12 months.

While most physical retail stores are embracing online strategies, inherent online stores are also adopting brick-and-mortar stores as part of their strategy. A rising number of online retailers have started venturing into offline retail – in the form of pop-up shops or permanent space, as they are starting to see some stabilisation in their operations and profitability.

Moving forward, there could be more reinvestments into physical stores as online retailers are increasingly encouraged by the local retail scene, which has seen some recovery after a period of rental correction since 2015.

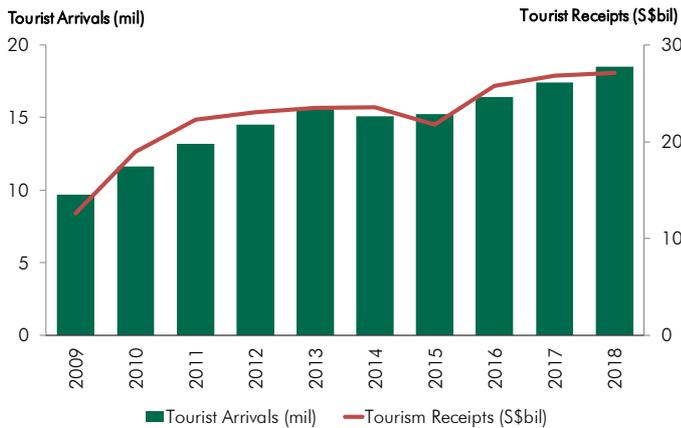
Other attributes underpin the resilience of Singapore malls amidst the rising e-commerce penetration. Compared to larger countries, the high population density in Singapore and small land area means malls are closer to each other. Visiting malls is one of Singaporeans favourite activity. Well-connected by an efficient transportation system, it is easy for the residents to access malls and dwell time and trading hours in malls have recently been extended as well. Furthermore, majority of Singapore malls have strong destinational elements and their offerings are more steered toward food & beverage, personal care and entertainment services.

k) Tourism Arrivals & Receipts

The tourism sector in 2018 broke record highs for the third consecutive year. According to preliminary estimates by Singapore Tourism Board (STB), tourist arrivals rose 6.2% to 18.51 mil visitors in 2018 while tourism receipts increased by 1.1% to S\$27.10 bil.

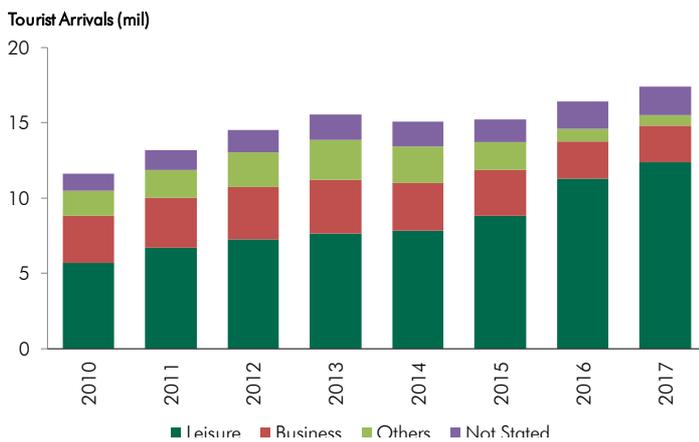
This was attributed to an increase in leisure visitors as the number of tourists who were visiting for a holiday rose by 9.3%. Leisure visitors accounted for 71.0% of all travellers in 2018. Meanwhile, the number of business visitors remained relative stable, accounting for 14.0% of travellers in 2018.

Fig 19: Tourism Arrivals & Receipts



Source: Singapore Tourism Board

Fig 20: Tourism Arrivals by Main Purpose of Visit



Source: Singapore Tourism Board

Note: Data for tourism arrivals by main purpose of visit available from 2010 to 2017 only

Singapore’s top source markets for tourist arrivals – China, India, Indonesia and Malaysia all registered growth in 2018. Growth in visitor ship from China (5.9% y-o-y) and India (13.4%) stemmed mainly from Tier one and Tier two cities due to strong travel demand and increased flight connectivity.

Total tourist receipts grew but tourism spending per capita slowed down. For the first three quarters of 2018, tourism receipts per capita declined by 6.6% y-o-y, attributed to lower spending in food & beverage (-6.4% y-o-y), accommodation (-7.2%) and shopping (-13.9%). This could be attributable to shorter visitor stays, as more visitors embarked on day trips or as a stopover from longer journeys.

Nevertheless, STB remains optimistic and anticipates growth for the tourism market in 2019, as they continue to develop the tourism sector with new offerings and refreshed concepts to establish Singapore's position as an attractive tourist destination.

Certain headwinds are expected for 2019, as the global economic and political environment remains uncertain and regional competition from Southeast Asia countries intensifies. For 2019, STB forecasts visitor arrivals to grow by 1.0% – 4.0% and be in the range of 18.7 mil to 19.2 mil, while tourism receipts are expected to grow by 1.0% - 3.0% and be in the range of S\$27.3 bil to S\$27.9 bil.

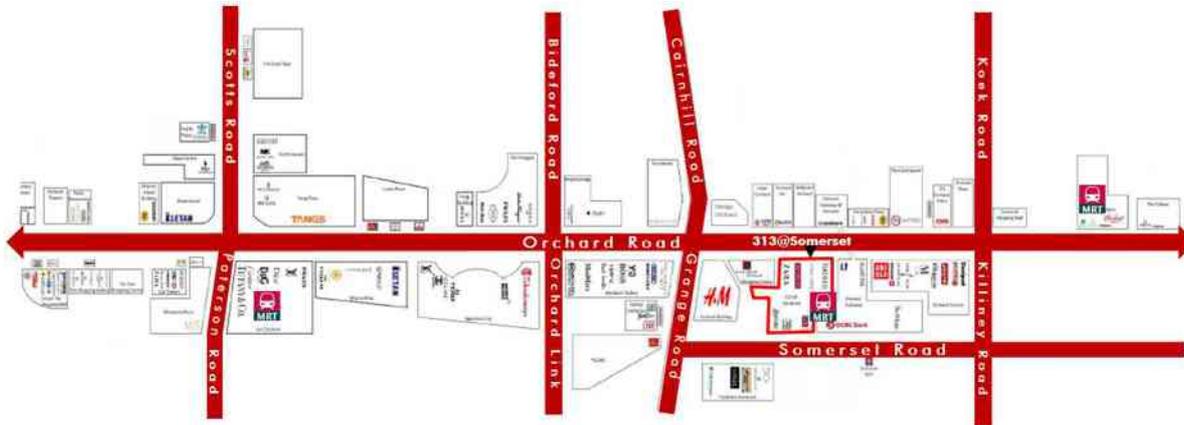
2.0 Market Overview

2.1 Retail Market Overview

a) Existing Demand and Supply

Orchard Road is a 2.2km one-way street located in the Central Region of Singapore and it stretches from Tanglin Road / Grange Road to Dhoby Ghaut. It is linked by an underground infrastructure which includes an underground pedestrian walkway connecting different malls, as well as other streets in the vicinity. Three train stations, Orchard, Somerset and Dhoby Ghaut MRT stations serve this shopping street.

Fig 21: Map of Orchard Road / Somerset



Source: CBRE Research

i) Supply

By the end of 2018, Orchard Road housed more than 60 shopping malls (refer to Appendix A) and mixed developments, adding up to about 7.3 mil sq. ft. of private retail space⁴. The existing supply in the Orchard submarket remains extremely limited as current stock in the Orchard submarket only accounts for 14.7% of total private retail stock islandwide. There were no new completions since 2015.

The latest addition to the Orchard submarket was the retail podium of TripleOne Somerset (A/A)⁵ which was completed in the beginning of 2019. Claymore Connect, a redevelopment project, was completed in 2015. Prior to that in 2014, the market saw the completion of Orchard Gateway, a mixed-

⁴ Includes shopping malls and mixed-use developments with ancillary retail space. Data for Q1 2019 private retail stock not released by URA as at Feb 2019.

⁵ URA defines A/A as additions and alterations work done on a development.

use mall and hotel complex and the redevelopment of 268 Orchard. The last few retail developments to be built from Government Land Sale (GLS) sites were 313@somerset, Orchard Central and Ion Orchard. These three projects were completed in 2009.

The area surrounding Somerset MRT has seen significant changes over the years. Apart from Orchard Central, the sub-precinct now comprises of developments such as Orchard Gateway, the redevelopment of Specialists' Shopping Centre, Orchard Emerald and Design Orchard, a 9,000 sq. ft. retail incubation space for homegrown brands which opened on January 2019. These developments have added vibrancy to 313@somerset's vicinity and complements the subject property.

Fig 22: Retail Completions in Orchard Submarket

Completion Year	Project Name	Developer	Estimated NLA (sq. ft.)
Q1 2019	TripleOne Somerset (A/A)	Perennial Real Estate	72,500
2015	Claymore Connect	CDL Hospitality Trusts	78,600
2014	268 Orchard	Ngee Ann Development	147,000
2014	Orchard Gateway	OCBC	143,600
2009	ION Orchard	Orchard Turn Retail Investment	628,000
2009	313@somerset	Lendlease	288,000
2009	Orchard Central	Far East Organization / OCBC	252,600

Source: CBRE Research

ii) Demand

Singapore is among the most popular shopping destination in Southeast Asia. Most retail shops, especially international and luxury retailers tend to be located along the Orchard Road shopping belt and the Shoppes at Marina Bay where tourists frequently visit.

Orchard Road is also an attractive location for flagship stores, particularly in shopping malls that are located on key transport nodes, have high visibility and pedestrian footfall. In 2017, there were approximately 7.4 million tourists who visited Orchard Road and the Somerset precinct⁶.

Leasing activity in the Orchard submarket remained stable in 2018. Openings were mainly driven by expansions among existing retailers. This was also supported by openings from new entrants. Notably, the F&B, health and beauty and fashion made up the top 3 trades for openings in the Orchard submarket. Placemaking has become a key focus for landlords and there has

⁶ Annual Report on Tourism Statistics 2017

been a strong push by landlords to inject social experiences into their malls to attract footfall and increase dwell time. These include indoor activity parks, movie theatres, arcades or even cooking studios.

F&B

Restaurants and cafes offer consumers the experience that online shopping cannot be replaced. Recent quarters saw the launch of restaurants offering a greater diversity of cuisine to cater to both locals and tourists alike. That said, it has been challenging for F&B and activity-based retailers to find suitable space as availability of space in malls along Orchard Road is sporadic and hard to come by.

Beauty and Health

The beauty and health industry remained unfazed by the competition in the retail scene. While other trades have succumbed to the threat from online competition, the beauty and health industry continued to expand sustainably with existing players expanding their brick-and mortar presence outside of department stores. New-to-market international brands were also seen opening in prime shopping malls in Orchard Road. Some of the new-to market international brands which include French label Chantecaille, Giorgio Armani Beauty and South Korean brand Mamonde.

Skincare and cosmetics labels are drawn to the market as Singapore's shoppers have higher spending power and are more receptive to new products. This environment makes it an attractive test bed for brands looking to expand in the region. According to Euromonitor International, the beauty and health market generated a total sales value of S\$2,197 million in 2018, surpassing last year's figures by 1.76%.

Fashion

Fashion retailers remained active in the Orchard Road leasing scene. Some landlords of shopping malls are reconfiguring and refreshing their tenant mix to bring in boutique fashion brands. Some examples include Jacadi, a premium children's brand and Italian fashion label Alfie Browns. Landlords are also trying to capture their target market with fast fashion brands and have been reaching out to popular, home-grown online-to-offline tenants such as Love, Bonito and Pomelo.

The luxury fashion segment, which witnessed a downturn in the past few years due to economic headwinds, appears to be finally turning the corner. According to Euromonitor International, retail sales value in Singapore for luxury goods have improved by 3.0% in 2018, which marks the second consecutive year of increase. This has spurred some new luxury fashion brands such as Gianvito Rossi, Giuseppe Zanotti and Moynat to enter the

market. At the same time, existing luxury brands like Gucci have revamped their flagship stores to offer a more exclusive shopping experience.

More international retailers are taking on a more strategic approach to increase resources for large key locations while consolidating the number of satellite stores they have. The larger flagship stores allow retailers to incorporate new experiential elements and to display a wider range of goods in a centralised location. US lingerie brand Victoria’s Secret, Japanese retailer Uniqlo and the Apple Store are among some flagship stores which opened along Orchard Road / Somerset in the past few years.

Fig 23: Recent Flagship Store Openings in Orchard Road / Somerset

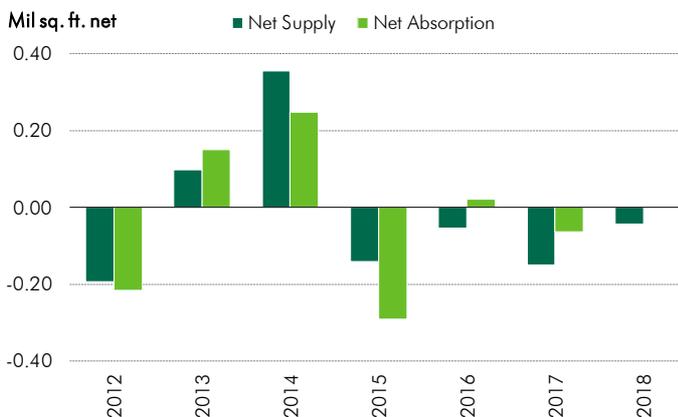
Year of Opening	Retailer	Location	Estimated Size (sq. ft.)
2015	Pedder on Scotts	Scotts Square	20,000
2016	Victoria's Secret	Mandarin Gallery	12,000
2016	Uniqlo	Orchard Central	29,000
2017	Muji	Plaza Singapura	17,700
2017	Apple Store	Knightsbridge	30,000
2017	Don Don Donki	Orchard Central	15,000

Source: CBRE Research

b) Net Absorption

From 2015-2018, net absorption in the Orchard submarket was relatively low as there were no new significant supply introduced. This was in stark contrast to 2014, when the market experienced a positive net absorption of 247,570 sq. ft. due to take-up at new projects like 268 Orchard and Orchard Gateway.

Fig 24: Net Supply and Absorption (Private Retail, Orchard Submarket)



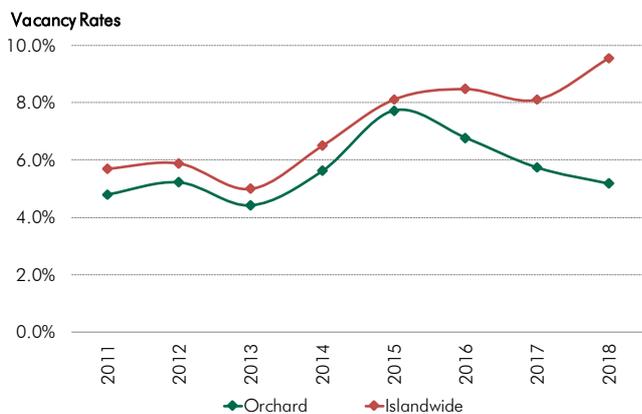
Source: URA, CBRE Research
 Note: Data from URA only starts from 2012

c) Vacancy Rates

The Orchard submarket has historically enjoyed relatively high occupancy rates due to the lack of supply. However, the sluggish performance of the overall retail market saw vacancy rates for the Orchard submarket peak at 8.0% in 2015. Since then, vacancies for the submarket have declined and registered at a more normalised rate of 5.2% in 2018. This is a testament to the strength of Orchard Road being the key shopping belt of Singapore, and its continued appeal to retailers, particularly for those looking to locate or expand in prime locations.

CBRE Research expects vacancies in the submarket to tighten further on the back of an improving tourism market and limited new supply in the area.

Fig 25: Vacancy Rates (Private Retail)



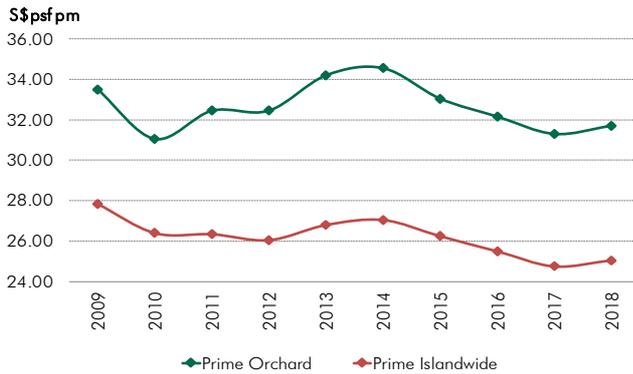
Source: URA

Note: Data from URA only starts from 2011

d) Rental Performance

Rental erosion has eased off after a prolonged period of rental correction since 2014. Average islandwide prime retail rents in the Orchard submarket, as tracked by CBRE Research bottomed out in 2017 and increased by 1.3% y-o-y on the back of improving retail sales and robust tourism growth in 2018. However, this rental recovery was not broad based. It was largely driven by better performing malls which are supported by strong locational attributes, particularly for those sitting on top of key transport nodes. These point to the fact that malls directly connected to the Mass Rapid Transit stations have strong conversion of transient footfall and can exhibit resilience in market cycles.

Fig 26: Average Prime Retail Rents



Source: CBRE Research

e) Rental Structure

Base rents could either be fixed or escalated during the term, based on negotiations between the tenant and landlord. Rental escalations, if any, are generally applied annually. The rate of rental escalation could vary, depending on the size of unit leased and the type of trade that the tenant is in.

The following table shows the various rental structures that are commonly practiced in the Singapore market.

Fig 27: Rental Structure

Fixed Gross Rent	Escalated Gross Rent
Fixed Gross Rent OR % GTO*, whichever is higher	Escalated Gross Rent OR % GTO, whichever is higher
Fixed Gross Rent + % GTO, OR %GTO, whichever is higher	Escalated Gross Rent + % GTO, OR % GTO, whichever is higher

Source: CBRE Research

Note: *GTO refers to Gross Turnover Sales of business every month

Rental incentives could be negotiated into the lease as an incentive for the tenant to sign a lease. The most common form of incentives provided by the landlord is the granting of a fit-out period. The landlord agrees to grant the tenant a fit-out period from the date of possession that is free of payment for the tenant. Fit-out periods could range from one to three months, depending on the specified agreement.

Alternatively, landlords could also help to fund part of the fit-out cost to incentivise prospective tenants. Such an arrangement is attractive to tenants as they can start trading without incurring a large capital cost and demonstrates the landlords’ commitment to help the tenant succeed.

2.2 Investment Market Overview

a) Investment Market Activity

Overall investment market activity remains very limited in Singapore due to limited availability of retail assets for sale. Over the period of 2009 to 2018, about S\$12.703 billion of capital was poured into the retail sector, with Orchard Road retail transactions accounting for 36.0% of this total volume.

Other than several strata-titled transactions, there were seven en-bloc transactions in the last 10 years. Of these, two were related party transactions, including OUE Ltd's injection of Mandarin Gallery to the initial portfolio of OUE Hospitality Trust and SPH Ltd's sale of Paragon into SPH REIT's portfolio.

Fig 28: Retail Investment Transactions in Orchard Road / Somerset (2009 – 2018)

Period	Property Name	Price (S\$ mil)	Price psf (S\$)	Yield (%)	Buyer	Seller
Q4 17	Orchard Towers (21 shops and 38 offices)	\$162	\$1,820 on NLA	N/A	Hiap Hoe Limited	AFP Land Limited
Q3 15	Thong Sia Building	\$380	\$2,430 on GFA	N/A	SIN Capital Group	Collective Sale
Q3 13	Thong Sia Building (Commercial Podium)	\$120	\$2,812 on NLA	N/A	Kishore Buxani	Raffles Medical Group
Q3 13	Grand Park Hotel Knightsbridge (Retail Podium)	\$750	\$10,179 on NLA	N/A	Bright Ruby Resources	Park Hotel Group
Q3 13	Mandarin Gallery*	\$525	\$4,190 on NLA	N/A	OUE Hospitality Trust	OUE Ltd
Q3 13	Paragon*	\$2,500	\$3,538 on NLA	4.80%	SPH REIT	SPH Ltd

Source: URA, CBRE Research

Note: All transactions include sales above S\$100 mil each.

*Transacted at the initial public offering (IPO) stage.

b) Recent Investment Transactions

Given the limited availability of retail assets for sale, several developers who were keen to boost their exposure along the prime shopping belt acquired strata-titled units. The most recent retail transaction was Hiap Hoe Pte Ltd's bulk purchase of 49 units in a freehold development, Orchard Towers, for S\$162.00 mil. The transaction comprised of 21 retail and 38 office units, which boosted Hiap Hoe Pte Ltd's ownership in Orchard Towers.

Prior to this transaction, the last retail transaction was the collective sale of Thong Sia Building for S\$380.00 mil in 2015 to SIN Capital. The commercial podium of this development changed hands twice from 2013 to 2015. The Buxani Group used to own the retail podium, while individual owners owned the residential component of Thong Sia Building. This development is currently

undergoing redevelopment into a mixed-use retail-serviced apartment building.

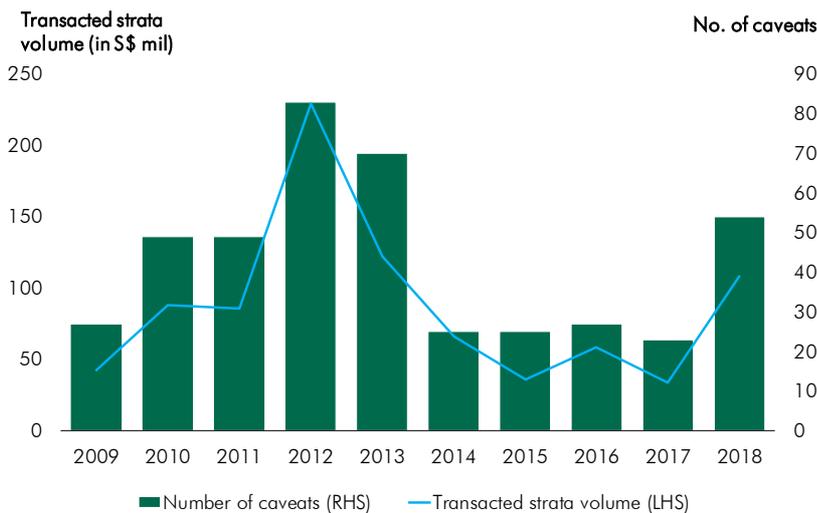
The tight supply and vacancy of properties along the Orchard Road belt presents a compelling investment opportunity to investors.

c) Capital Values

Strata sales activity picked up for the first time after four consecutive years of lacklustre sales performance. This slowdown in strata investment activity from 2014 to 2017 ensued from the introduction of the Total Debt Servicing Ratio (TDSR) cooling measure in 2013.

According to URA, overall strata sales volume in the Orchard submarket rose by 222.0% y-o-y to S\$108.30 mil in 2018. A total of 54 caveats for Orchard submarket units were lodged in 2018, an increase of 134.8% y-o-y.

Fig 29: Strata Sales Retail Transactions in Orchard Road Submarket

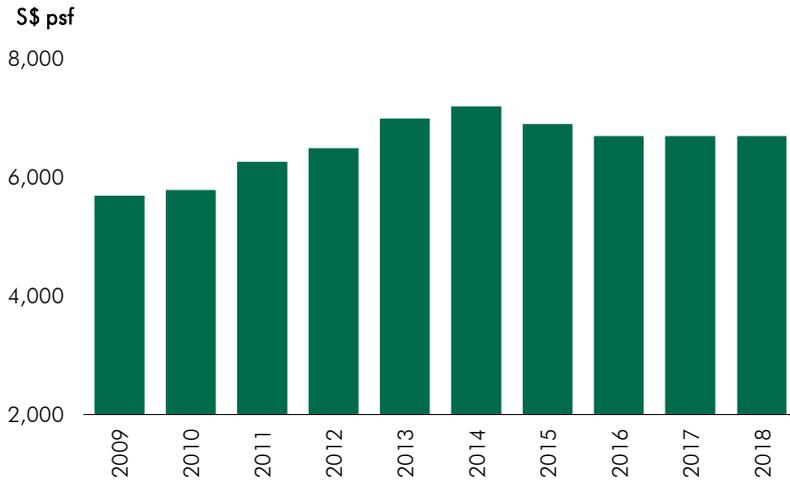


Source: URA, CBRE Research

Note: As there is a limited number of en-bloc retail transactions in the market, CBRE Research provided an analysis on the strata retail market.

Despite the slowdown in Orchard Road strata sales activity after 2013, CBRE Research’s valuation-based capital value for prime Orchard Road strata space remained resilient at S\$6,700 psf for the past three years. This was on the back of limited strata supply along this prime shopping belt.

Fig 30: Orchard Road Capital Values

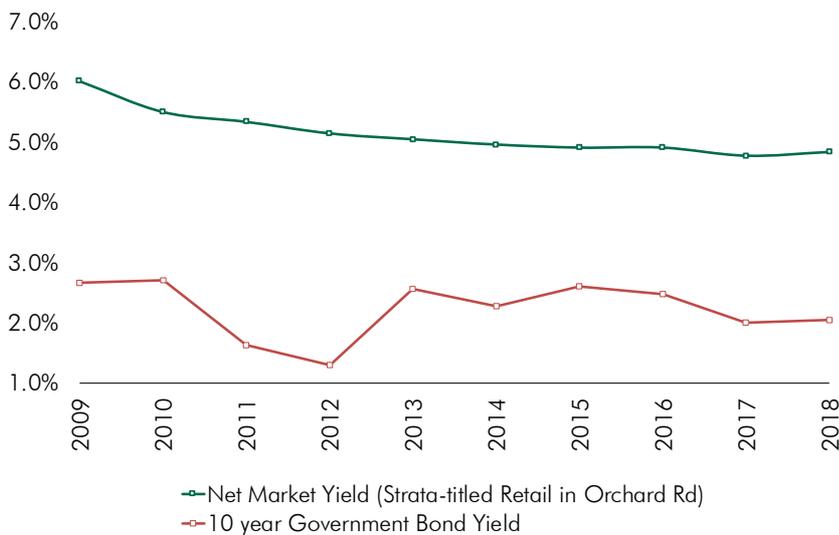


Source: CBRE Research

d) Yields

The calculated net yields tracked by CBRE Research are for strata-titled retail space in Orchard Road. On the back of rental correction, calculated net yields compressed by 124 bps from 6.0% in 2009 to 4.77% in 2017. Calculated yields in 2018 expanded slightly by 6 bps to 4.84% as rentals started to improve amidst the improving retail market.

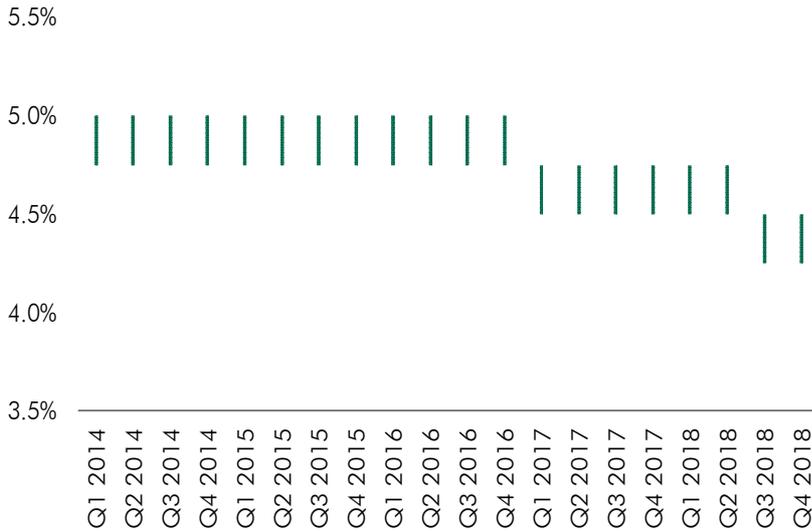
Fig 31: Calculated Net Yields for Strata Retail



Source: CBRE Research, Monetary Authority of Singapore

Fig. 32 shows the range of market yields for selected institutional retail malls along Orchard Road, as estimated by CBRE Research and CBRE Valuation & Advisory Services. Capital values in Orchard Road were pushed up by the large amount of capital chasing the limited number of investable retail stock. This led to a yield compression of 50 bps since Q1 2017. As at Q4 2018, the range of market yield was between 4.25% and 4.50%.

Fig 32: Lower and Upper Range of Market Yields



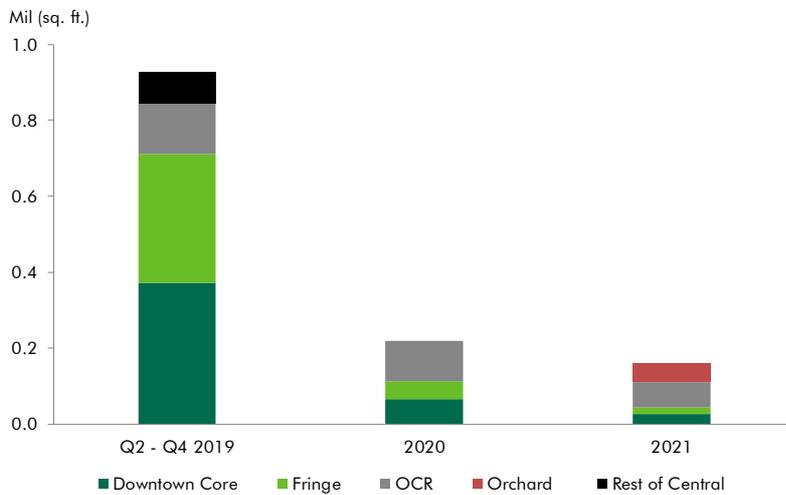
Source: CBRE Research, CBRE Valuation & Advisory Services
 Note: For selected institutional retail malls along Orchard Road

2.3 Market Outlook

a) Future Supply

Pipeline supply in the Orchard submarket remains extremely limited in the next three years. The total amount of future private retail supply in the Orchard submarket from Q2 2019 - 2021 as tracked by CBRE Research is estimated at only 51,200 sq. ft, equivalent to 3.9% of future islandwide retail supply. Future supply in the Orchard submarket will be contributed by Pan Pacific Orchard (A/A)⁶ and Boulevard 88. Both future developments are in the secondary corridors.

Fig 33: Future Retail Supply (Islandwide)



Source: CBRE Research, data as at Q1 2019
 Note: Only projects with NLA of 10,000 sf or more are included in the count of future supply.

Future supply in the Orchard submarket works out to an annual average of approximately 18,618 sq. ft., significantly lower than the 5-year historical average (2014-2018) of 240,058 sq. ft. With the reduced supply pipeline, occupancy in the Orchard submarket is likely to improve further.

Large scale future retail developments expecting to receive TOP from Q2 2019 - 2021 are located outside of the Orchard submarket. These projects include Funan (325,000 sq. ft.) and PLQ Mall (340,000 sq. ft.) which serves the immediate residential and office catchment within their own respective planning regions.

⁶ URA defines A/A as additions and alterations work done on a development.

Fig 34: Future Retail Supply in Orchard

Estimated Year of Opening	Development	Location	Planning Region	NLA* (sq. ft.)
2021	Boulevard 88	Cuscaden Road/Orchard Boulevard	Orchard	32,000
2021	Pan Pacific Orchard (A/A)	Claymore Road	Orchard	19,200

Source: URA, CBRE Research

*Note: (as at Feb 2019) Sizes quoted in NLA with the assumption of 75% efficiency when URA sizes are quoted based on GFA. For developments closed for asset enhancement, area stated is equal to the entire development when re-opened. URA defines A/A as additions and alterations work done on a development.

Fig 35: Notable Future Retail Supply outside Orchard

Estimated Year of Opening	Development	Location	Planning Region	NLA* (sq. ft.)
2019	Funan	North Bridge Road	Downtown Core	325,000
2019	PLQ Mall	Paya Lebar Road	Fringe Area	340,000

Source: URA, CBRE Research

*Note: (as at Feb 2019) Only supply equal to and above 100,000 sq. ft. are considered as notable future supply. Sizes quoted in NLA with the assumption of 75% efficiency when URA sizes are quoted based on GFA. For developments closed for asset enhancement, area stated is equal to the entire development when re-opened.

Fig 36: Description of Future Supply in Orchard

<p>Pan Pacific Orchard (A/A)</p> <p>Pan Pacific Orchard closed in the second quarter of 2018 for redevelopment. The development is scheduled to reopen in 2021 and will be able to accommodate 340 rooms (from 206 rooms previously). It will have a retail component with an estimated size of 19,200 sq. ft.</p>
<p>Boulevard 88</p> <p>Boulevard 88 is an upcoming prime condominium development comprising of 154 residential units and a separate hotel with a total of 208 rooms. It will also house an ancillary retail space of 3,960 sq. m. (GFA). The development is expected to be ready in 2021.</p>

b) Rejuvenation of Orchard Road / Somerset

There have been concerted efforts by both the public and private sectors over the years to strengthen Orchard Road and Somerset’s positioning, offerings and visitor experience. Aside from government agencies like STB, Urban Redevelopment Authority (URA) and the Land Transport Authority of Singapore (LTA), the Orchard Road Business Association (ORBA) also actively assists in the development and activities of Orchard Road / Somerset and acts as the “place manager” for the precinct.

The Committee on the Future Economy (CFE) was convened in 2016 to review Singapore’s economic strategies and to chart Singapore’s next phase of growth. The rejuvenation of Orchard Road / Somerset to a lively shopping and lifestyle destination was one the recommendations highlighted as the precinct faces increasing regional competition, threat from the rise of e-

commerce and increased offerings from suburban malls. This is to ensure that Singapore can maintain its competitiveness as a regional launchpad for retailers.

The CFE also stressed that there should be a strong public private partnership to drive the transformation of Orchard Road / Somerset. Suggestions by the CFE include a more intensive street transformation programme which provides multi-purpose space for experiential concepts, wider walkways, enhanced street crossings and more sheltered connections.

Later in September 2017, a ministerial committee was formed to drive the project, co-chaired by ministers from the Ministry of Trade and Industry and the Ministry of National Development.

In 2018, a six-month study into Orchard Road / Somerset was undertaken by the URA, STB and ORBA and was led by Australian property consultancy Cistri. Findings and recommendations from the study were to be incorporated into the blueprint that is meant to guide the development of Orchard Road / Somerset over the next 15 to 20 years.

Recommendations from the study include making Orchard Road and Somerset “The Lifestyle Destination”, where different precincts and side streets can be strengthened and differentiated with an injection of innovative and unique non-retail offerings. The Orchard and Somerset sub-precinct will remain the retail heart, with the experience there to be enhanced through more street activities and better pedestrian connectivity. ORBA plans to commence a year-long trial in April 2019 to introduce activities such as retail and F&B pop-ups, arts and entertainment events and event spaces along the pedestrian walk along Orchard Road / Somerset.

CBRE Research believes that there will potentially be two key growth areas in the Orchard Road and Somerset precinct. Firstly, the Somerset sub-precinct is set to undergo rejuvenation to include more youth-oriented offerings. Plans are underway to transform the car park at Grange Road behind 313@somerset into a dedicated event space with dining and entertainment use. This area is expected to form a cluster of offerings with the Design Orchard showcase, a 9,000 sq. ft. retail incubation space for homegrown brands which opened on January 2019. Together, these developments are set to enhance and enliven the Somerset sub-precinct, making it a focal area within Orchard Road / Somerset.

Fig 37: Injection of Event Spaces at Somerset



Source: URA

In addition, the upcoming Thomson-East Coast Line (TEL) Orchard Interchange MRT, would improve connectivity significantly. It will serve as an interchange station between the TEL and the North-South Line. When completed in 2021, shopping malls which are connected directly to the interchange is likely to benefit from increased traffic. The vacant government land parcels at Orchard Boulevard would also present opportunities for exciting mixed-use developments above the future interchange MRT.

Fig 38: Upcoming Thomson-East Coast Line (TEL) Orchard Interchange MRT



Source: Land Transport Authority

On 27 March 2019, Singapore's Minister for National Development and Second Minister for Finance, Mr. Lawrence Wong shared key development plans and proposals for Singapore in the URA Draft Master Plan 2019. The Master Plan is the statutory land use plan which guides Singapore's development in the medium term over the next 10 to 15 years and is reviewed every five years.

The proposed concepts were spearheaded towards having planning and developing the necessary infrastructure for an inclusive, sustainable and resilient city. Among the proposed concepts was the Strategic Development Incentive (SDI) Scheme where new rejuvenation incentives are offered to encourage the redevelopment of older buildings in strategic areas such as Orchard Road.

It seeks to encourage commercial building owners to collaborate and comprehensively redevelop adjacent properties through bold, innovative proposals that complements existing businesses and has a positive and transformational impact on the surrounding environment that will help rejuvenate the area. Such ideas could include the provision of high-quality public spaces, car-lite measures and conservation efforts. To encourage such proposals, the Government will offer a mix of incentives, including an increase in gross plot ratio and flexibility on other development controls.

To qualify for the SDI scheme, developments will have to be at least 20 years old from the date of the last Temporary Occupation Permit. Its current land use should be for commercial, or mixed-use developments with predominantly commercial uses. Proposals should include a minimum of two adjacent sites unless it is large enough on its own to achieve a transformational impact on the precinct.

Landlords of ageing retail developments are likely to be a major beneficiary from the government's push to inject greater vibrancy into Orchard. The net effect will be a collaboration between both the private and public sectors to drive the rejuvenation of Orchard Road, re-establishing Orchard Road to be the most visited ungated attraction in Singapore.

c) Outlook for the Submarket

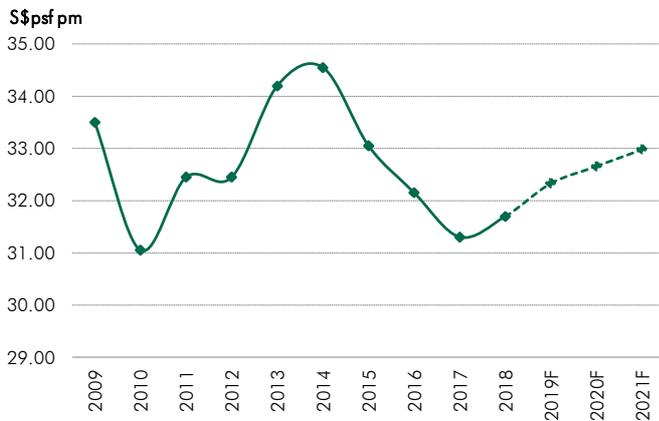
The retail market is expected to benefit from stronger economic fundamentals. The retail landscape is expected to perform better given better economic prospects, higher consumer disposable incomes, greater demand for a higher standard of living and increasing tourist arrivals.

In recent years, suburban malls have grown in popularity. International retail brands are strategically placing themselves in suburban regions to take advantage of the high shopper traffic that these shopping centres enjoy. That said, Orchard Road / Somerset still has its unique selling points and possesses many factors which allows it to retain its desirability. Orchard Road / Somerset is home to some of Singapore’s most prime shopping malls. It remains the first point of location for international brands, when they plan to enter the Southeast Asia market. For local and international luxury brands, the prime location helps to elevate their brand profile.

In addition, prime retail supply is extremely limited in the Orchard submarket and there is no significant new supply coming on stream in the medium term. As such, the Orchard Road / Somerset retail market is poised to benefit from the positive demand and supply dynamics. Occupancy rates in the Orchard submarket are expected to remain strong.

Taking these factors into consideration, CBRE Research expects a moderate rate of rental growth of 1.0% - 2.0% per annum in the next 3 years, although it is capped by tight labour market conditions and high occupancy costs among other challenges. This rental recovery will not be felt evenly across all malls. Prime malls that are blessed with strong locational attributes, particularly for those sitting on top of key transport nodes and are blessed with street frontage would continue to do well in the medium term.

Fig 39: Average Prime Retail Rents (Orchard Submarket)



Source: CBRE Research

3.0 Overview of Subject Property

313@somerset, also known as “The Subject Property”, is strategically located in the prime stretch of the main Orchard Road / Somerset belt and falls under the Orchard Road / Somerset submarket. Completed in 2009, the shopping mall has 8 levels in total and offers approximately 288,277 sq. ft. of net lettable area. The development has strong locational attributes, as it boasts direct access to Somerset MRT station, good connectivity to neighbouring malls and enjoys prominent street frontage view with high visibility from two main roads – 95 metres direct frontage to Orchard Road and 70 metres direct frontage to Somerset Road. Having curated a tenancy mix with strong focus on the customer experience and “online-to-offline” offerings, the mall is well positioned to attract shoppers who are after an engaging retail experience.

Fig 40: Sitemap of the Subject Property



Source: Building and Construction Authority

The tenant mix at 313@somerset has evolved over the years. The Discovery Walk at the ground level houses a cluster of restaurants, bars and lounges while the upper floors are where a vast array of sporting goods stores selling athleisure, lifestyle accessories and branded footwear are located. The shopping mall also boasts brands that appeal to younger generations, who are a rising target market that possesses high disposable income, is technology savvy and has a higher propensity to spend. Its anchor space is currently occupied by leading global fashion brands such as Zara and Forever 21. It has also successfully attracted local and international fashion brands to set up flagship stores. These include Twee, a South Korean fast fashion brand and Love Bonito, a homegrown online womenswear label. More recently,

activity-based tenants, Fat Cat Arcade and K Bowling Club have been added to the tenant mix to create a more interactive and multisensory experience for shoppers.

3.1 Competition Analysis

Within the primary trade area, the subject property's key competitors are Ion Orchard and Orchard Central due to their strong locational attributes and mall positioning.

- Ion Orchard is one of the most established and prominent shopping centres in Orchard Road as it has direct access to the Orchard MRT station and benefit from a strong conversion of transient footfall. However, Ion Orchard is positioned as an upscale mall targeting affluent and upmarket shoppers with international luxury brands located on the ground and upper floors.
- Orchard Central is regarded as a competitor given its proximity to 313@somerset. After a tenant mix reconfiguration (the mall currently has Don Don Donki, Tokyu Hands and Uniqlo among its anchor tenants), Orchard Central attracted higher footfall traffic. The mall is also accessible from Somerset MRT Station, though visitors will have to access through Orchard Gateway and 313@somerset.

Fig 41: Location of Key Competitors



Source: Streetdirectory.com

3.2 Top Three Landlords in Submarket

a) Overview

Ownership of malls and developments in Orchard Road / Somerset has been very diverse. As at 2018, there are over 40 landlords that operate in Orchard Road / Somerset. These include developers, real estate investment trusts (REITs), corporates, foreign players and even strata-titled owners. Based on net lettable area, CapitaLand Limited, Ngee Ann Development and Singapore Press Holdings (SPH) REIT are the top three landlords that have a presence on Orchard Road / Somerset.

CapitaLand Limited

CapitaLand Retail is a wholly owned subsidiary of CapitaLand Limited and is one of Asia’s leading mall operators. Its portfolio comprises 84 shopping malls across 32 cities in Singapore, China, Malaysia, Japan and Cambodia. In Singapore, its Orchard Road / Somerset portfolio includes ION Orchard, Plaza Singapura and The Atrium @ Orchard.

The following table shows CapitaLand Limited’s portfolio in Orchard Road /Somerset.

Fig 42: CapitaLand Limited’s Portfolio in Orchard Road / Somerset

Year of Completion	Development	Location	Landlord	Est. NLA (sq. ft.)	Positioning	Examples of Anchor Tenants
2009	ION Orchard	2 Orchard Turn	Orchard Turn Retail Investment	628,000	Mid-tier to Luxury	Cartier, Tiffany & Co., Christian Dior, Dolce & Gabbana, Prada, Sephora
1974	Plaza Singapura	68 Orchard Road	CapitaLand Mall Trust	482,400	Mid-tier	Golden Village, Spotlight, Daiso
2002	The Atrium @ Orchard	60A & 60B Orchard Road	CapitaLand Mall Trust	134,920	Mid-tier	Sephora, Nomadx

Source: CapitaLand Limited, URA, CBRE Research

Note: ION Orchard is developed by Orchard Turn Retail Investment, a joint venture company by CapitaLand & Sun Hung Kai Properties

Ngee Ann Development

Ngee Ann Development is a subsidiary of The Ngee Ann Kongsu that manages the leasing of office and retail spaces. In the Orchard Road / Somerset precinct, they own and manage two developments, Ngee Ann City and 268 Orchard. For Ngee Ann City, Ngee Ann Development has a 72.77% stake of the total share value of strata lots, with the remainder held by Starhill Global REIT⁷.

⁷ Starhill Global REIT Annual Report 2017/18: Starhill Global REIT owns four strata lots (NLA of 255,021 sq. ft.) in Ngee Ann City representing 27.23% of the total share value of the strata lots in Ngee Ann City

The following table shows Ngee Ann Development's portfolio in Orchard Road / Somerset.

Fig 43: Ngee Ann Development's Portfolio in Orchard Road / Somerset

Year of Completion	Development	Location	Landlord	Est. NLA (sq. ft.)	Positioning	Examples of Anchor Tenants
1993	Ngee Ann City	391 Orchard Road	Ngee Ann Development/ Starhill Global REIT	936,600	Mid-tier to Luxury	Books Kinokuniya, Best Denki, Takashimaya, Chanel, Louis Vuitton
2014	268 Orchard	268 Orchard Road	Ngee Ann Development	165,800*	Mid-tier	UOB Privilege Banking Centre, Christian Dada, Off-White™ Singapore

Source: URA, CBRE Research

*Refers to GFA of the development

SPH REIT

SPH REIT is a Singapore-based real estate investment trust investing primarily in real estate used for retail, office and medical suites. It also has a track record in the development of residential projects. Its retail portfolio has a total of four properties, consisting of Paragon, The Clementi Mall, The Seletar Mall and The Rail Mall. Paragon is a premier upscale retail mall and medical suite/office property in Orchard Road / Somerset. The Clementi Mall and The Seletar Mall are mid-market suburban malls. In June 2018, SPH REIT acquired the Rail Mall, a retail strip along Upper Bukit Timah Road which consists of 43 single-story shop units and 95 private carpark lots.

The following table shows SPH REIT's portfolio in Orchard Road / Somerset.

Fig 44: SPH REIT's Portfolio in Orchard Road / Somerset

Year of Completion	Development	Location	Landlord	Est. NLA (sq. ft.)	Positioning	Examples of Anchor Tenants
1998	Paragon	290 Orchard Road	SPH REIT	492,300	Mid-tier to Luxury	Market Place, MUJI, Metro, GUCCI

Source: SPH REIT, CBRE Research

b) Future Supply from Top 3 Landlords

Both CapitaLand Limited and SPH REIT have development plans but outside the Orchard Road submarket. CapitaLand Limited has three projects in the pipeline while SPH REIT has one. No future developments are in the works for Ngee Ann Development.

CapitaLand Limited

CapitaLand Mall Trust announced the redevelopment of Funan DigitaLife Mall in 2016. The project is located at North Bridge Road, in the City Hall precinct. The upcoming mixed-use development will comprise of a retail mall, two office towers and a serviced apartment. Upon target completion in 2019, the project will be known as Funan.

Another development in the pipeline for CapitaLand Limited is the redevelopment of 88 Market Street in Raffles Place. The future development, which has been renamed as CapitaSpring is a development between joint venture partners CapitaLand Limited, CapitaLand Commercial Trust (CCT) and Mitsubishi Estate Company Limited (MEC). It is targeted for completion in 2021.

In addition, CapitaLand Limited, with its joint venture partner City Developments Limited won a government tender for a 3.7-hectare site in Sengkang Central. The development will comprise approximately 700 residential apartments integrated with amenities such as a hawker centre, community club, childcare centre and retail shops. When completed in 2022, the decentralised mixed-use project is expected to have 69,000 sq. ft. of retail space.

Fig 45: CapitaLand Limited’s Future Retail Supply

Year of Completion	Development	Location	Landlord	NLA* (sq. ft.)
2019	Funan	North Bridge Road	CapitaLand Mall Trust	325,000
2021	CapitaSpring	Market Street	CapitaLand Mall Trust	12,000
2022	Sengkang Central	Sengkang Central	CapitaLand Limited and City Developments Limited	69,000

Source: URA, CBRE Research

*(as at Feb 2019) New space is considered to be space under construction, additions/extensions and total refurbishment of existing space. List includes projects which are under construction or have obtained provisional or written permission. Sizes quoted in NLA with the assumption of 75% efficiency when URA sizes are quoted based on GFA. For developments closed for asset enhancement, area stated is equal to the entire development when re-opened.

SPH REIT

In 2017, SPH REIT and Japanese developer Kajima Development won the top bid of S\$1.13 billion for commercial and residential land site which is the first Government Land Sale site offered in the new Bidadari Estate. Known as The Woodleigh Residences & The Woodleigh Mall, the project is scheduled to be completed in the second half of 2022 and will offer about 680 residential condominium units and close to 12,850 sq. ft. of retail gross floor area.

Fig 46: SPH REIT's Future Retail Supply

Year of Completion	Development	Location	Landlord	NLA* (sq. ft.)
2022	The Woodleigh Mall	Bidadari Park Drive	SPH REIT	100,000

Source: URA, CBRE Research

*(as at Feb 2019) New space is considered to be space under construction, additions/extensions and total refurbishment of existing space. List includes projects which are under construction or have obtained provisional or written permission. Sizes quoted in NLA with the assumption of 75% efficiency when URA sizes are quoted based on GFA.

3.3 Subject Property SWOT Analysis

The retail scene in Singapore is primed to grow with stable economic fundamentals, higher consumer disposable incomes and greater demand for a higher standard of living. That said, a slowing population growth, declining tourism spending per capita and competition from rising e-commerce could impact the rate of retail sales growth.

Given the limited retail assets for sale, investment transactions are expected to be relatively muted. However, there remains buying interest in strata-titled retail units. This asset class could pose as competition as they possess great redevelopment potential if sold on an en-bloc basis.

The Subject Property is well positioned to overcome these potential weaknesses and threats. Its location in Orchard Road / Somerset is strategically located in the prime stretch of the main Orchard Road belt which is home to some of Singapore’s most prime shopping malls. In addition, prime retail supply is extremely limited in Orchard Road and there is no significant new supply coming on stream in the medium term. As such, the Orchard Road retail market is poised to benefit from the positive demand and supply dynamics. On the back of limited supply, prime retail rents in Orchard Road are expected to improve further.

New opportunities abound, as the Subject Property is likely to benefit from the two growth areas within the Orchard Road submarket. The upcoming Thomson-East Coast Line Orchard Interchange MRT will help improve connectivity while the rejuvenation of Somerset sub-precinct is expected to bring more buzz into the area surrounding the Subject Property.

Fig 47: SWOT Analysis

Strengths	Weaknesses
<ul style="list-style-type: none"> • Subject property is strategically located in the prime stretch of the main Orchard Road belt • Subject property has strong locational attributes, as it boasts direct access to Somerset MRT station and enjoys prominent street frontage view with high visibility from two main roads • Subject property has strong positioning in providing highly experiential fashion, entertainment and F&B concepts along with successful online-to-offline retailers to cater to the younger crowd with high disposable income • Supply in Orchard Road remains scarce due to limited future supply • Large-scale future retail developments are located outside of the Orchard Road submarket • Prime retail rents in Orchard Road are expected to improve further on the back of limited supply • Better economic prospects, higher consumer disposable incomes and greater demand for a higher standard of living likely to drive retail spending 	<ul style="list-style-type: none"> • GDP growth to moderate in 2019 due to heightened risks and uncertainties in the global economy • Slowing population growth, declining tourism spending per capita and competition from rising e-commerce could impact on physical retail sales
Opportunities	Threats
<ul style="list-style-type: none"> • Upcoming Thomson-East Coast Line Orchard Interchange MRT will help improve connectivity and expand catchment for existing developments in Orchard Road. • Somerset sub-precinct set to undergo rejuvenation with a dedicated event space beside the Subject Property • The completion of Design Orchard is expected to bring more buzz into the Somerset sub-precinct 	<ul style="list-style-type: none"> • Competition from strata-titled malls, which may be sold on an en-bloc basis, possesses great redevelopment potential • Tighter foreign worker requirements could hurt businesses in the retail and F&B market and slow expansion activities. However, firms which are able to innovate, upskill their workers and adopt progressive work practices will be less impacted and will be able to see greater productivity and returns in the longer run.

Source: CBRE Research

4.0 Appendix A

Fig 48: Major Retail Developments in the Orchard Road / Somerset

Development Name	Est. distance to Subject Property (m)	Development Name	Est. distance to Subject Property (m)
313@somerset	0	Wisma Atria	650
Orchard Shopping Centre	80	Plaza Singapura	740
Midpoint Orchard	90	Tangs	740
Orchard Building	120	ION Orchard	780
Orchard Gateway	125	Scotts Square	800
Design Orchard	125	Far East Plaza	870
TripleOne Somerset	140	Pacific Plaza	940
Orchard Central	170	Shaw Centre	940
The Centrepoint	195	Shaw House	940
The Heeren	220	Wheelock Place	970
Cathay Cineleisure Orchard	230	T Galleria By DFS	970
Mandarin Gallery	235	Liat Towers	970
OG Orchard Point	250	The Cathay	1070
Cuppuge Terrace	250	Hilton Shopping Gallery	1130
268 Orchard	270	Palais Renaissance	1160
*Scape	300	Forum The Shopping Mall	1220
Orchard Plaza	310	Orchard Towers	1220
Knightsbridge	320	Delfi Orchard	1300
Paragon	430	Claymore Connect	1350
Ngee Ann City	450	Tanglin Shopping Centre	1400
Lucky Plaza	630	Tanglin Mall	1670

Source: CBRE Research

Note: Estimated distance to subject property refers to the straight-line distance measured from the centre of a development to the centre of subject property

Market Report for:

Lendlease Global Commercial Trust
Management Pte Ltd (as manager of
Lendlease Global Commercial REIT)

And

RBC Investor Services Trust Singapore Limited
(as trustee of Lendlease Global Commercial
REIT)

7 May 2019

Milan's Office Market Overview

CBRE Italy

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1. Macroeconomic Overview and Outlook

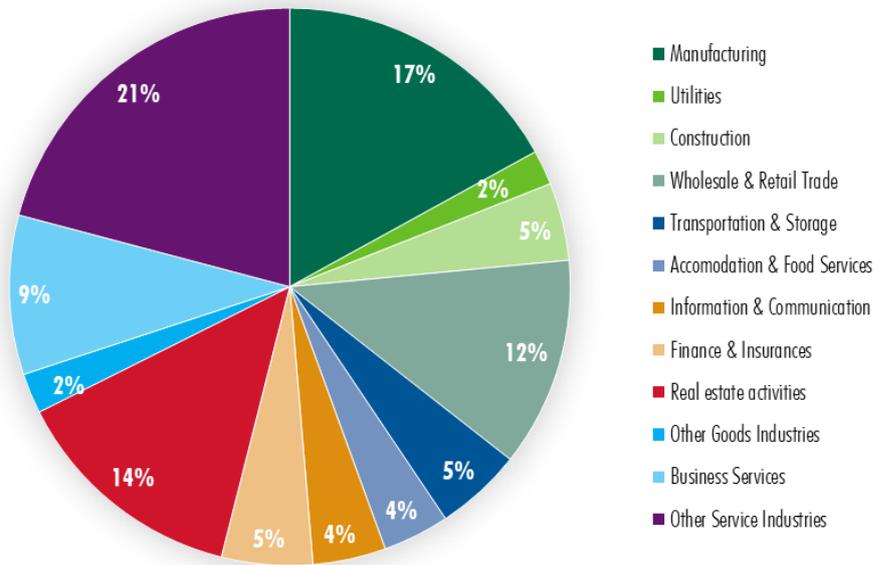
1.1 Italy

a) GDP Composition

Based on ISTAT (Italian National Institute of Statistics), Italy has a nominal gross domestic product of €1,753 billion in 2018. Manufacturing remains the largest contributor in terms of revenues in to Italy's economy and makes up 17% of the total GDP in 2018. Italy is currently the second largest manufacturing economy in Europe, behind Germany, and is one of the largest globally. Other major sectors in Italy's economy comprise of real estate (accounted for 13.7% of the total GDP) and wholesale & retail trade (12.1%) in 2018. The GDP forecasts predict Italy's GDP growth to be flat through to 2022 (less than 1% growth per annum from 2018 to 2022), mainly due to the global political uncertainties such as the outcome of trade negotiations between China and the US. The most flourishing sectors are expected to be construction (+7.4% projected growth by 2022), administrative & support activities (+6%), finance & insurance activities (+4.8%) and information & communication (+4.7%) (according to Oxford Economics). While manufacturing is still expected to remain relevant, it will likely experience a relatively lower growth at +3.2%. The performance of the manufacturing sector in Italy is correlated to Germany's economy as Italy's key export market, as well as to China's and US's economies (being key export markets for Germany).

In other aspects, real term investments grew by 3.4% along with consumption (+0.5%), while imports grew more than exports (+2.3% and +1.9% respectively). Despite its large public debt (more than 130% over GDP in 2018), Italy recorded a positive primary public balance (+1.6% in 2018, against +1.4% in 2017).

Italy's GDP composition by sector, 2018



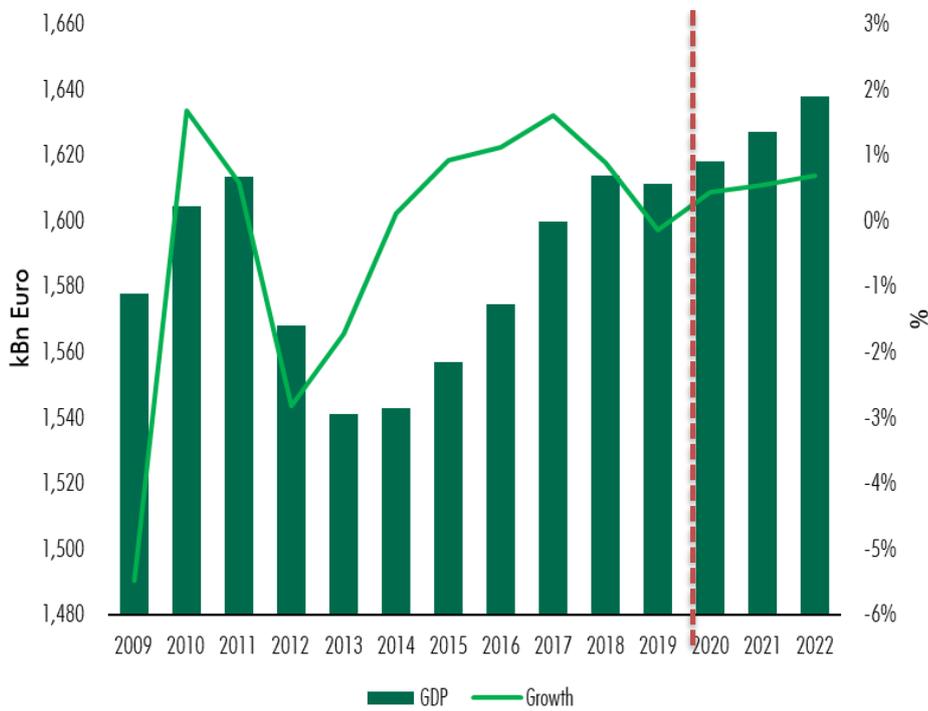
Note: Data from Oxford Economics. Other Goods Industries include Agriculture, Fishing & Forestry and Mining & Quarrying; Other Services Industries include Education, Public Administration & Defense, Human health & Social work and Arts, Entertainment.

Manufacturing incidence on GDP



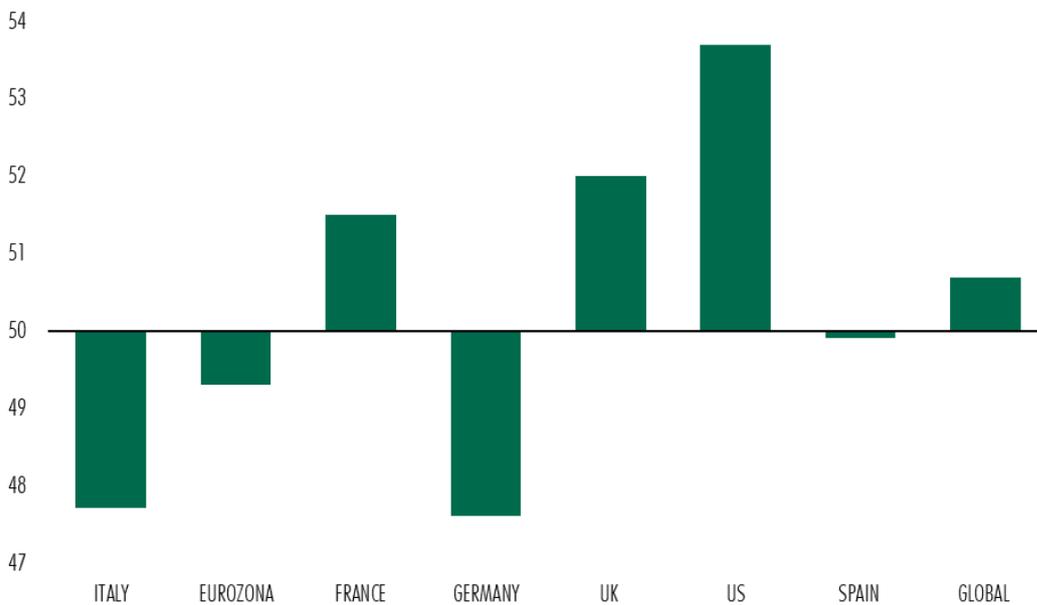
Source: Oxford Economics.

Italy's real GDP and annual growth rate



Source: ISTAT. Real GDP with 2010 prices. Forecast from Oxford Economics.

PMI index in different countries and geographical areas



Note: Data for Jan-Feb 2019

Manufacturing annual growth rate in major European countries

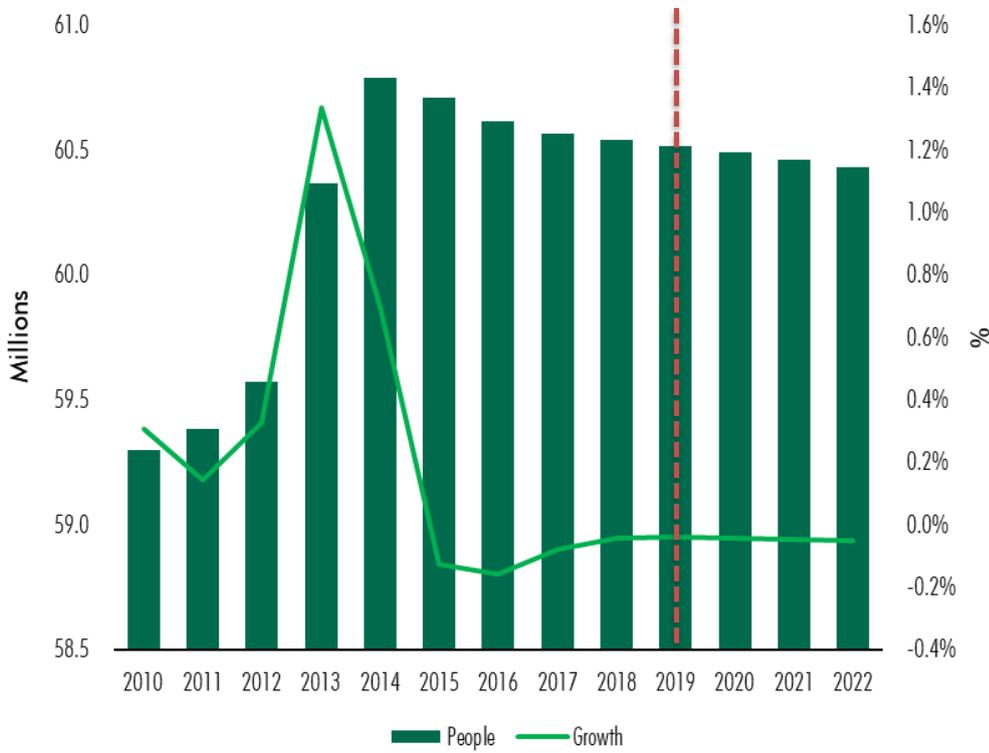


Source: Oxford Economics.

c) Population Growth

Italy has 60.5 million residents in 2018 which is expected to decrease slightly at -0.4% per annum from 2018 through 2022. There are about 55 million residents with Italian citizenship, along with 5 million foreign residents. In general, the Italian demographic is characterized by a low birth rate (449,000 births in 2018, 9,000 less than in 2017) and an ageing population. These two factors generate a negative rate of natural increase (-187,000 people in 2018). On the other hand, migration evens out the overall balance of residents with a positive net between immigration (349,000 people) and emigration (160,000 people) in the year.

Italy's population and annual growth rate

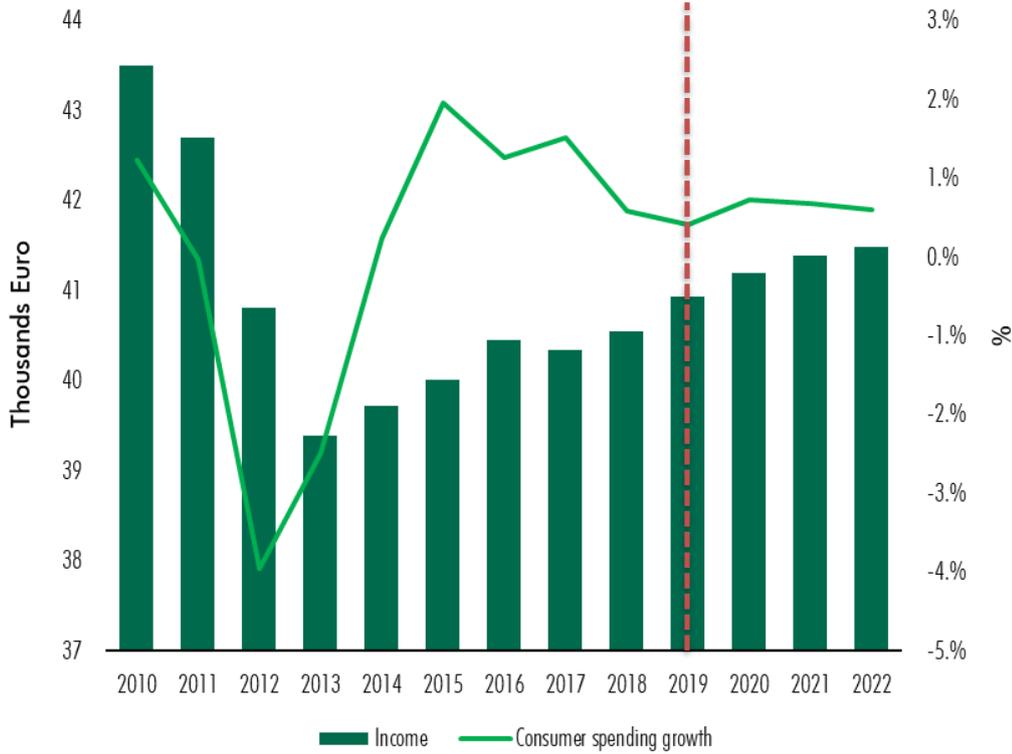


Source: Oxford Economics.

d) Household Income

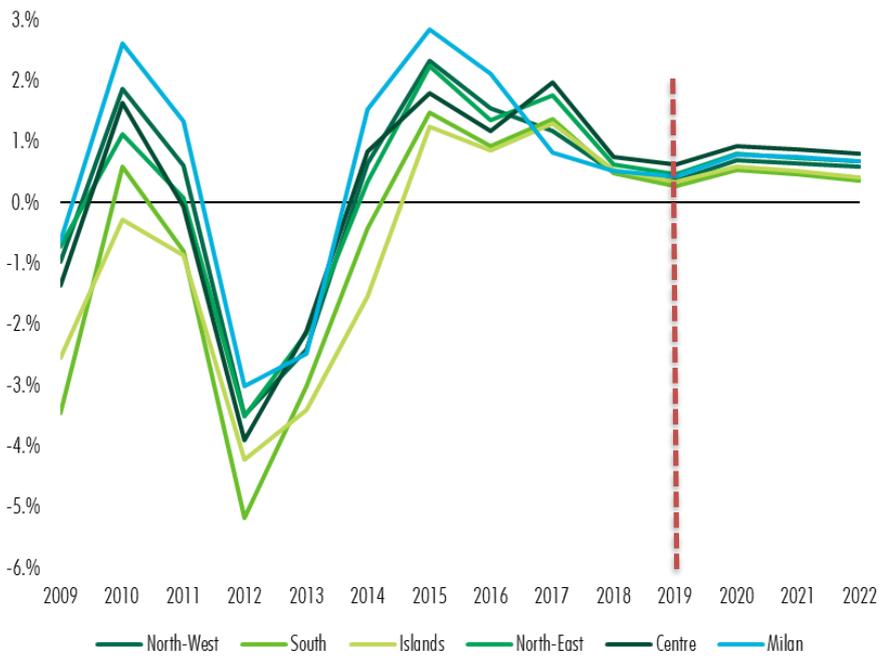
The average income of households in 2018 is estimated to be 40.6 thousand Euro, implying a year-on-year growth of 0.5% (against 40.3 thousand Euro in 2017). Projected annual growth is estimated to be about 0.5% until 2022. There's a considerable income gap in the country as the northern part of country has an average real term household income of 45 thousand Euro (+0.4% in 2018), comparing to that of the South's at 33 thousand Euro (+0.8%). The income gap is not expected to be narrowed in the medium term.

Italy households' average income and consumer spending annual growth rate



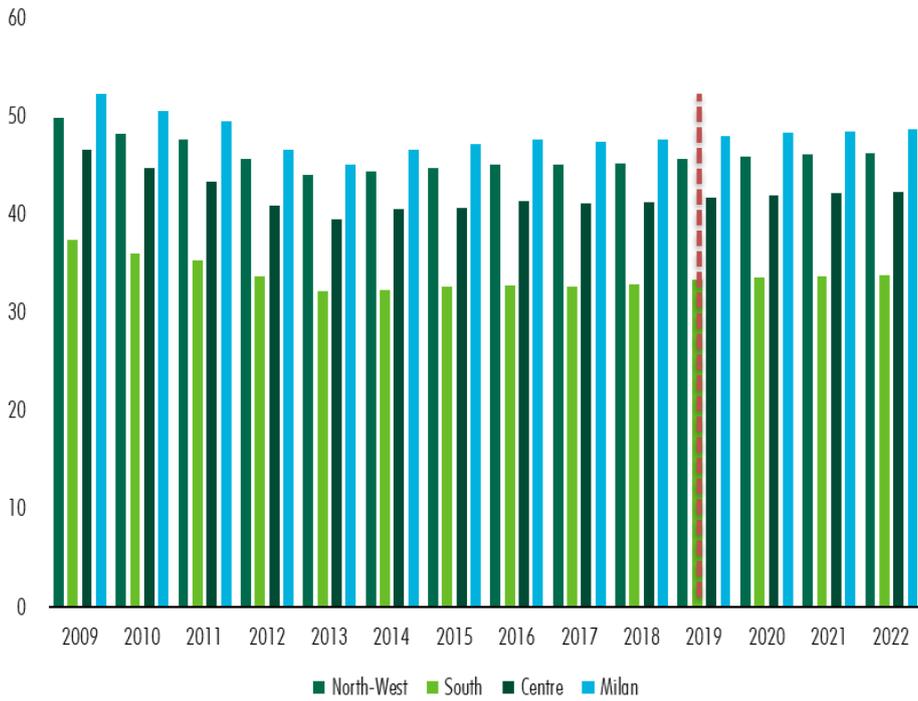
Source: Oxford Economics. Households real income based on 2010 prices.

Consumer spending annual growth rate breakdown by regions



Source: Oxford Economics. Milan metropolitan area belongs to the North-West group.

Italy households' average income breakdown by regions

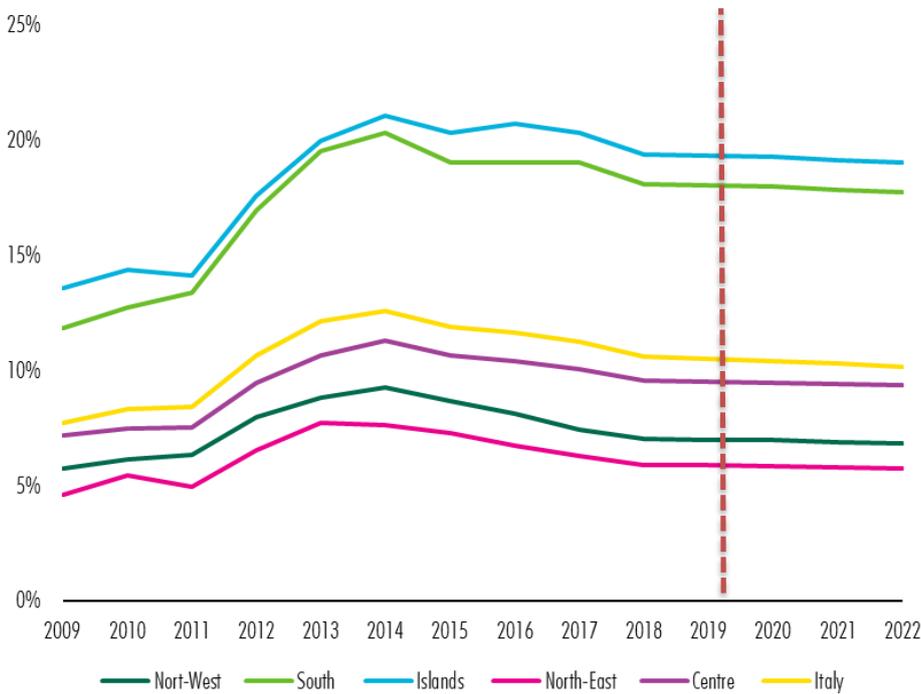


Source: Oxford Economics.

e) Employment

At a national level, the unemployment rate in December 2018 amounted to 10.4%, while the employment rate was about 58%. After rising to more than 12% in 2014, the unemployment rate has been dwindling constantly since then. The sectors that employ the most Italian residents are Manufacturing (15% in 2018, according to Oxford Economics) and Wholesale & Retail Trade (14%), while by 2022 the sectors that are estimated to create more jobs are Administrative activities (+7%), Construction (+5%) and Real Estate (+5%). Agriculture and Mining & Quarrying are sectors that are expected to reduce their employment bases (-3% and -6% respectively, by 2022). The drivers for jobs creation and transformation will lie in shifting to a services-oriented economy and bolstering capability to implement automation in each sector. A breakdown of unemployment rates by region provide more colour than the headline number. In 2018, the unemployment rate in Northern Italy, including Milan, was below 8%, while that of Southern Italy's was approximately 18%.

Italy unemployment rate across regions



Source: Oxford Economics.

f) Inflation

The consumer price index is computed using the weighted average of 12 categories. Concerning NIC (Italian consumer price index for the whole nation), the items that have highest weights in 2018 are Food & Beverage (16.5%), Dwelling, Water and Warming (10.7%), Transports (14.6%) and Tourism services (11.7%). In the figure below the other inflation indicators are shown as well, i.e. IPCA (European harmonised index of consumer prices) and FOI (index for families, workers and rents).

Although Italy and Europe come from a period of weak inflation, the European Central Bank has the target to keep inflation for the Eurozone close to 2%.

Italy's annual inflation

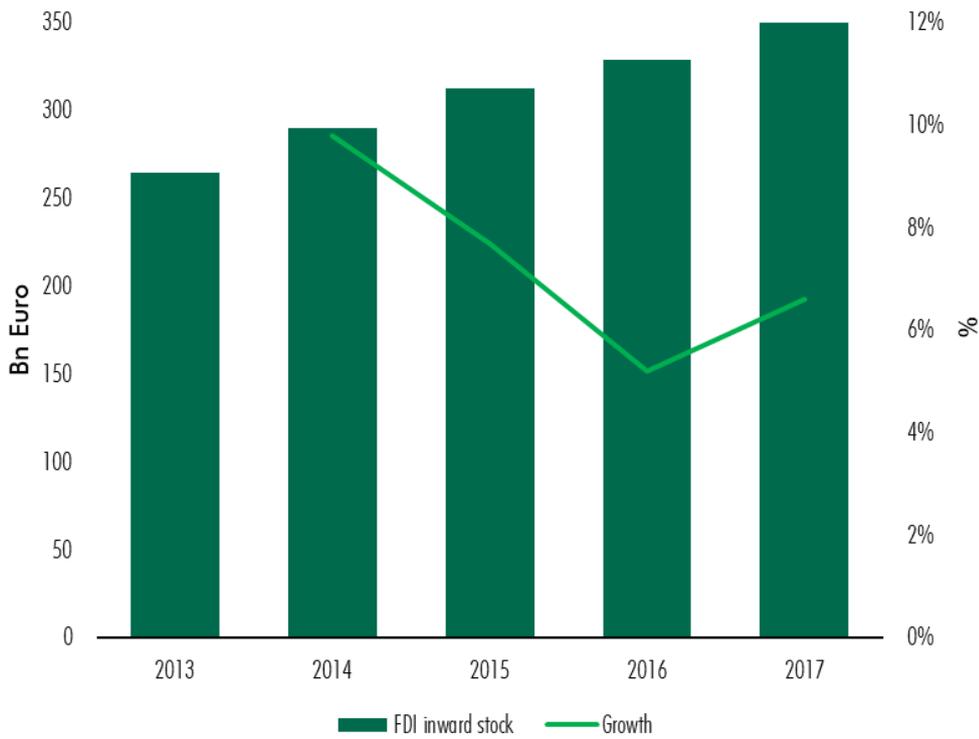


Source: ISTAT.

g) Foreign Direct Investment (FDI) in Italy

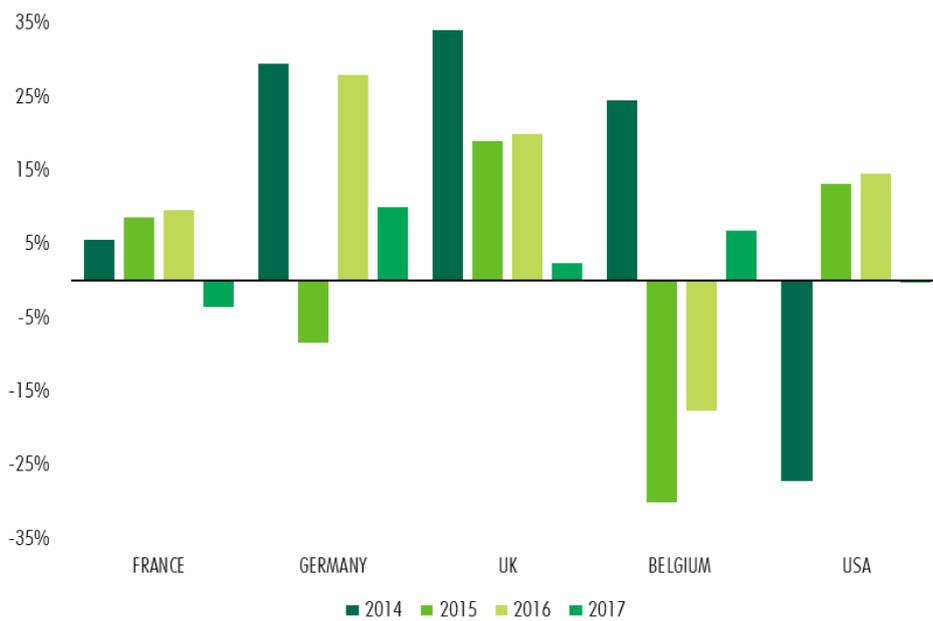
Italy retains its appeal for foreign investors, as seen from the positions of equity and debt that they have been piling up. In 2017, 88% of stock is related to Equity and reinvestments, while the remaining 11% refers to debt instruments. The total amount of inward FDI stock in 2017 amounts to about 350 bn Euro. France is the main investor (almost 59 bn Euro in 2017). United Kingdom and Germany grew the most with the average growth rates from 2013 through 2017, of 19% and 15% respectively.

Inward FDI stock and annual growth rate



Source: Bank of Italy.

Italy's inward FDI by immediate counterpart country and annual growth rate



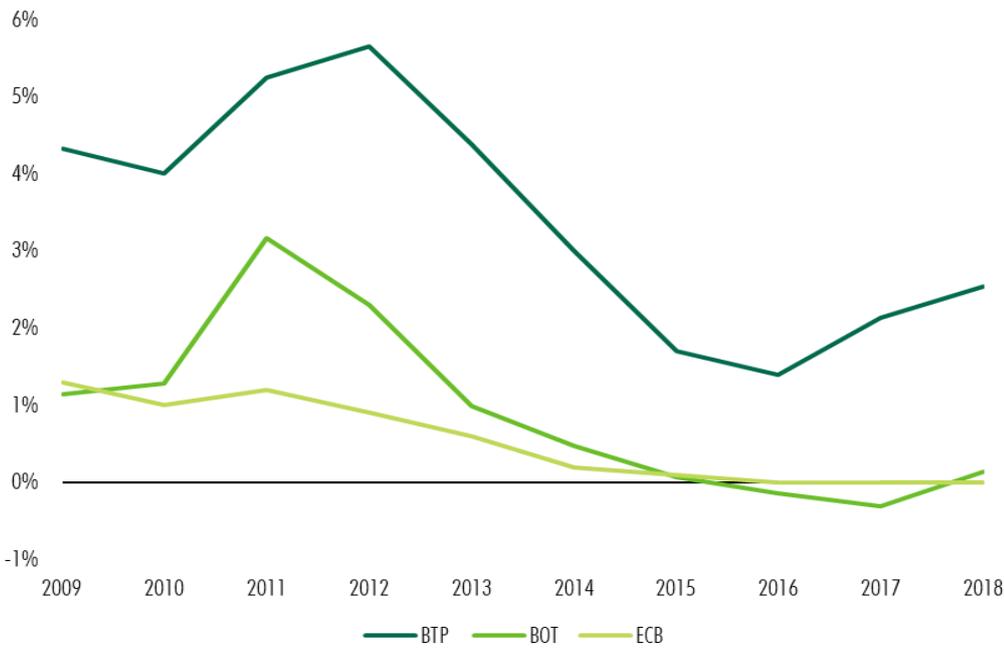
Source: Bank of Italy.

h) Interest Rates & Forex

Europe is experiencing a period of low interest rates. In March 2015 the European Central Bank decided to implement an expansionary monetary policy (i.e. Quantitative Easing) to stimulate the European economy. In 2018, the Italian BTPs (10-years Government bonds) suffered from local political uncertainty. However, despite its volatility, the spread between the Italian BTPs and the German Bunds seems to be settling below 300 basis points. The figure below shows the historical values of BTPs (10 years government bonds), BOT (Italian 12-months Government bonds) and European Central Bank interest rates.

As for currency risks, the historical behaviour of the exchange rate of the Singapore dollar against the Euro does not indicate that volatility is material.

Interest rates



Source: BOT & BTP data are from Italy's Minister of Economy and Finance. ECB interest rate from Oxford Economics.

Exchange rate, S\$ per €

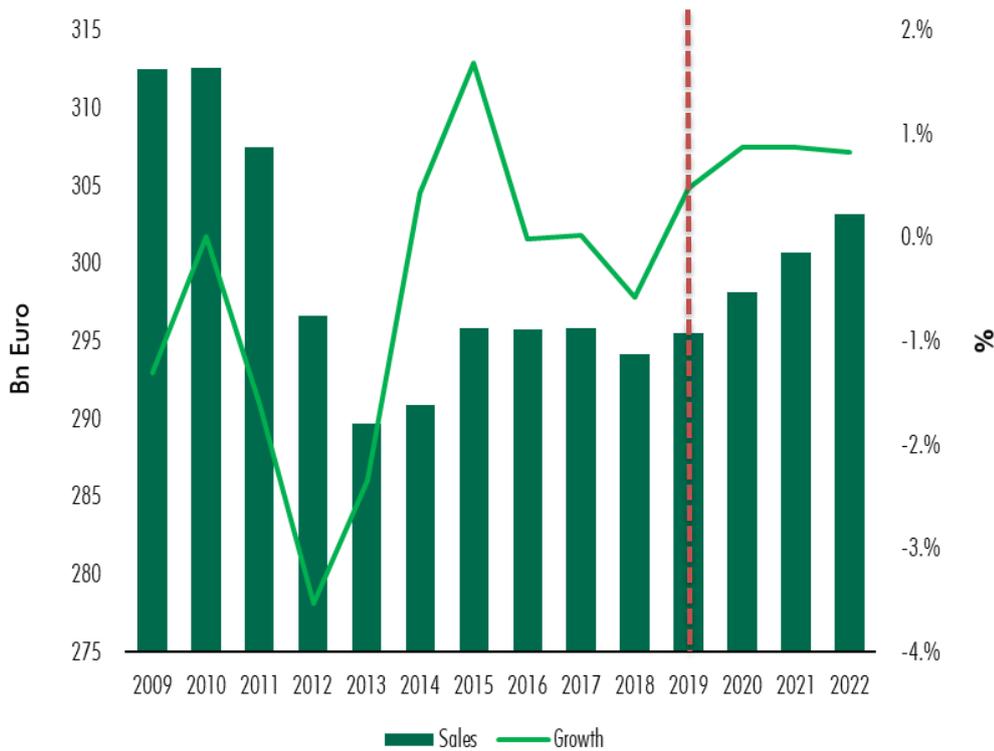


Source: Oxford Economics.

i) Retail

Retail spending in 2018 is estimated to be about 294 bn Euro. According to forecasts, the average growth rate is estimated to be 0.9% per annum until 2022. In October 2018, according to ISTAT, categories that recorded an annual positive growth were Information & Communication (+5.7%), Appliances, Tv, Recorders (+3.8%), while Toys (-0.7%) and Newspapers and Journals (-0.9%) and Pharmaceutical (-0.1%) recorded a negative growth.

Retail sales and annual growth rate



Source: Oxford Economics. Retail real Sales Performance using 2010 prices.

I) Tourism

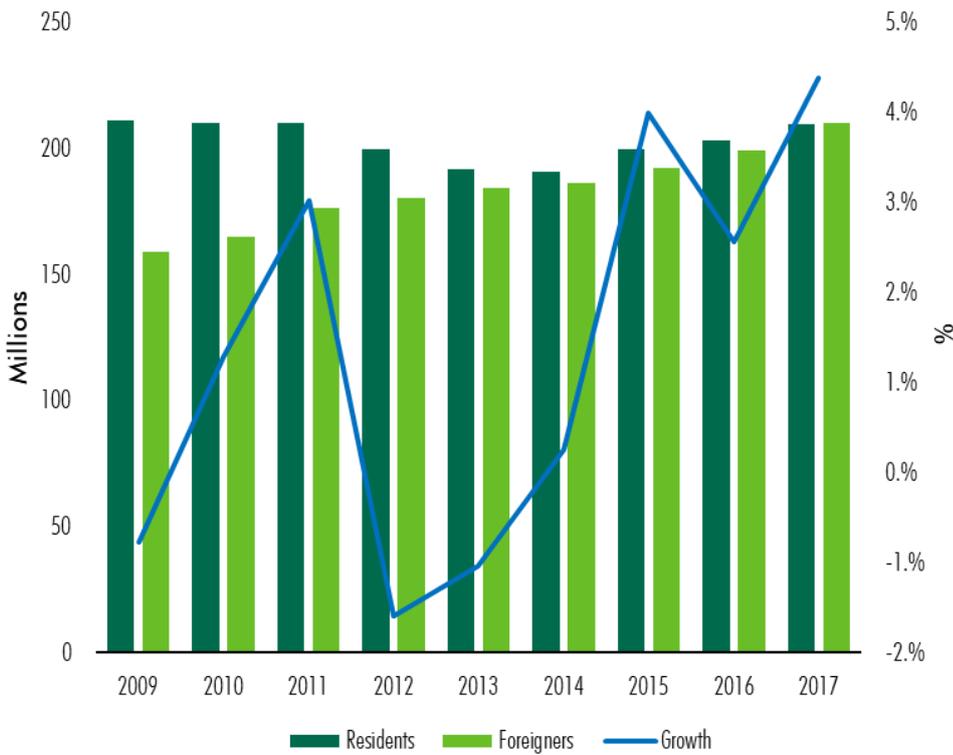
Italy has always been one of the most popular travel destinations for tourists from all over the world, thanks to its diversified morphology, diverse food & beverage sector, year-long favourable weather, as well as its deep heritage and artistic culture. In 2017, Italy hosted 420 million touristic presences overall (+4.4% against the previous year). Italy’s tourism industry is expected to continuously count on a solid and growing demand from foreign customers which has been constantly growing since 2010 and exceeding the resident touristic population (for the first time in 2017 the number of presences from foreign tourists exceeded the number of residents’). In 2017, Germans contributed to the largest group of foreign tourists (about 59 million arrivals), followed by French (13.6 million), British (13.2 million) and US (12.7 million) tourists.

Foreign vs Resident touristic presences annual growth rate



Source: ISTAT

Tourist population of Foreigners and Residents and overall annual growth rate



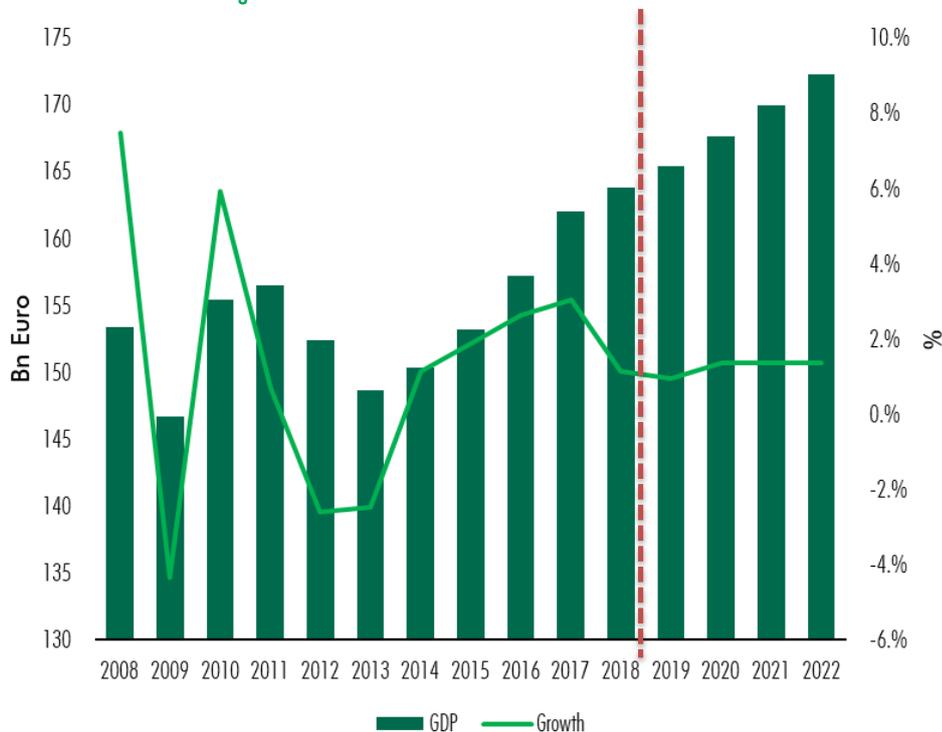
Source: ISTAT

1.2 Milan

a) GDP Growth & Composition

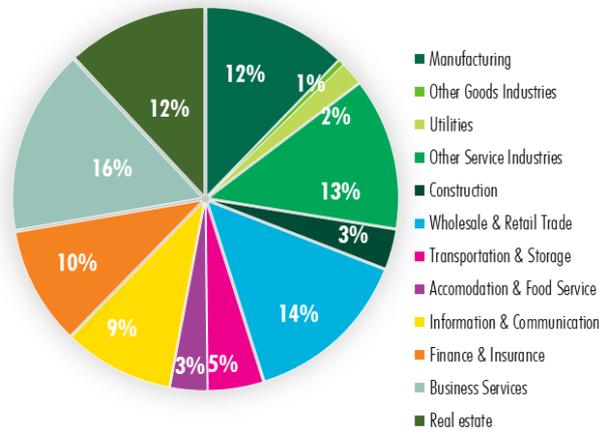
In 2018, the GDP of Milan metropolitan area is estimated to be about 164 bn Euro (+1.1% on 2017). Milan is the largest city economy in Italy (bigger than Rome and Turin metropolitan areas' whose GDP for 2018 are estimated to be about 151 and 68 bn Euro, respectively). In Europe, the Milan metropolitan area is the fourth largest economy, only behind Paris (about 379 bn Euro in 2018), London (347 bn Euro) and Madrid (223 bn Euro). Milan's forecasted annual growth rate for the medium term outperforms the forecasts for national growth rate, amounting to 1% in 2019 and to 1.4% from 2020 onwards. Services related sectors makes up 65% of total GDP and are expected to show the highest growth rate, among others (+5.5% by 2022). The biggest shares of income are derived from Business Services (almost 16% of total GDP), Wholesale & Retail Trade (14%) and Manufacturing (12%). Nonetheless, administrative services, Financial & Insurances and Construction are the sectors which will be contributors to total GDP growth from 2018 through 2022.

Milan's real GDP and annual growth rate



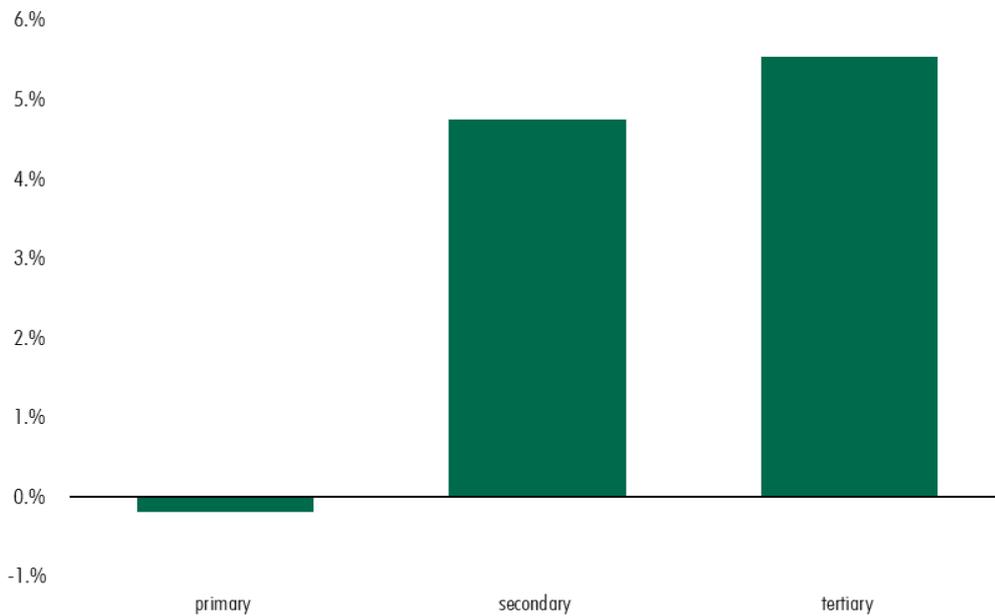
Source: Oxford Economics. Milan metropolitan area real GDP in 2010 prices.

Milan's GDP composition by sector, 2018



Note: Data from Oxford Economics. Other Goods Industries include Agriculture, fishing & forestry and Mining & Quarrying; Other Services Industries include Education, Public Administration & Defense, Human health & Social work and Arts, entertainment.

Milan's sectors expected growth 2018-2022

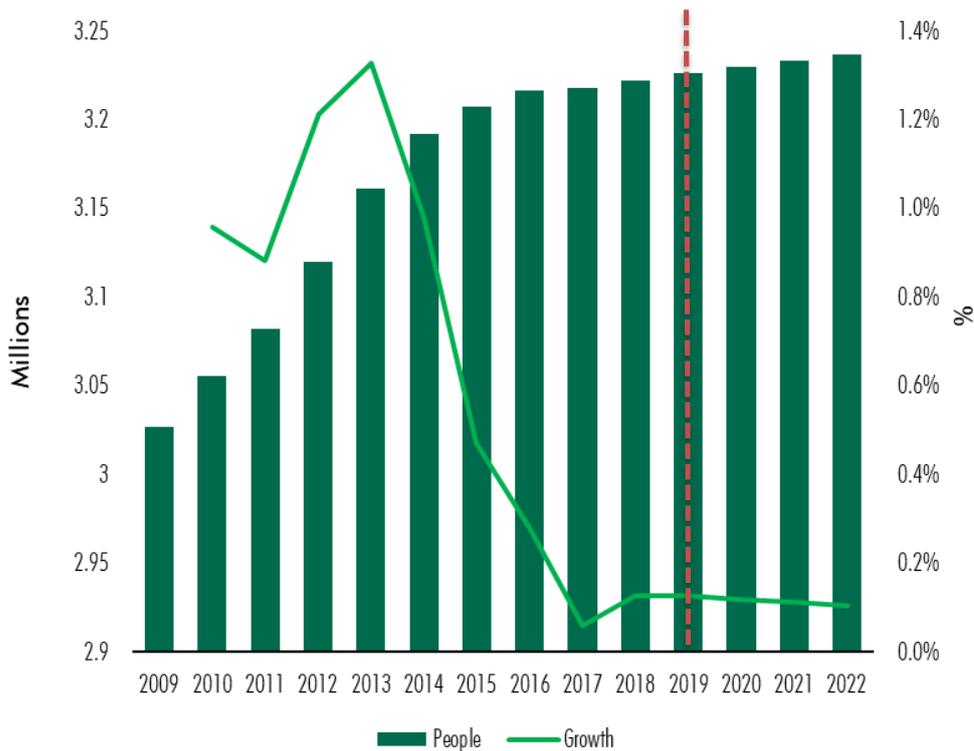


Source: Oxford Economics.

b) Population Growth

In 2017 the population of Milan city amounts to 1,366 million people, while the metropolitan area’s one to 3,222 million people. Despite a recent slowdown of the growth rate, the population has been increasing constantly over the years, showing an opposite trend compared to the overall country.

Milan metropolitan area population and annual growth rate



Source: Oxford Economics.

c) Employment

After an unemployment rate spike to 8% in 2014 the rate in Milan has been gradually decreasing since, and expected to fall below 6% by 2022. It is worth noting that both historical and forecasted unemployment rate in Milan is sensitively lower than that in the main European cities such as Madrid, Barcelona and Paris.

The key sectors that materially contributed to the employment activities in Milan are Wholesale & trade Retail (15%), Manufacturing (11%) and

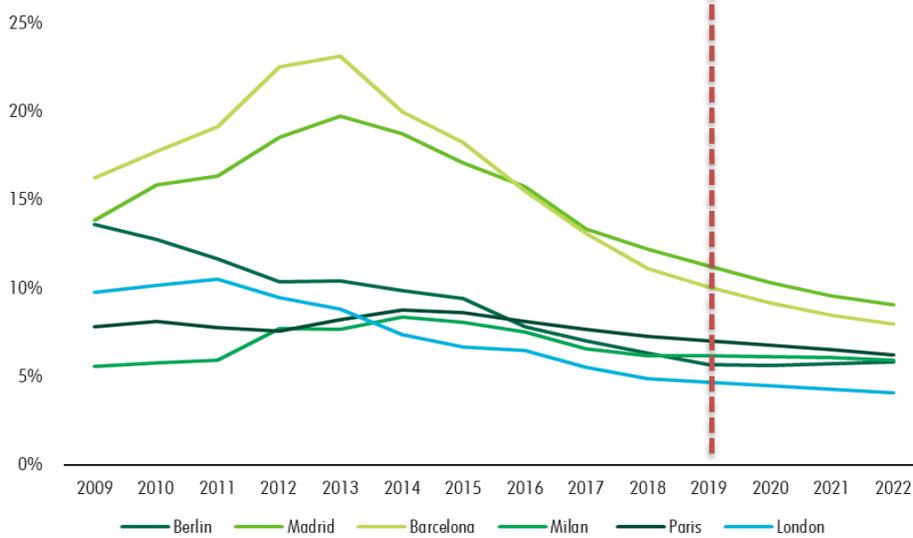
Professional Services (11%). The sectors that will experience the highest growth rate by 2022 are Construction (9.8%), Real Estate Activities (8%) and Administrative activities (8%).

Milan's unemployment rate



Source: Oxford Economics.

European cities' unemployment rate

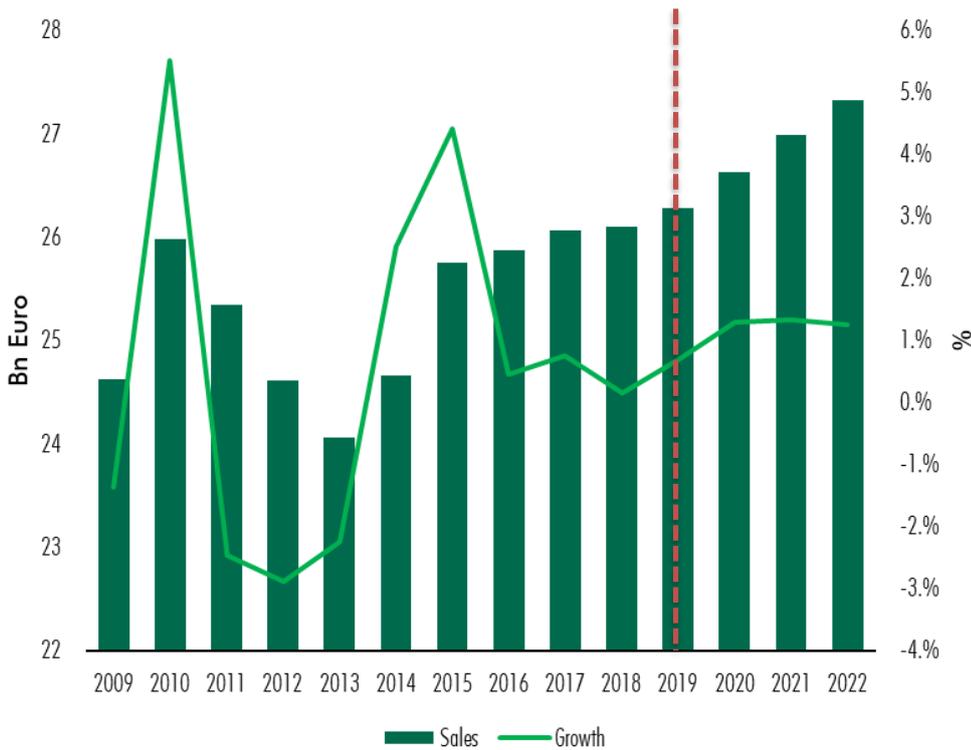


Source: Oxford Economics.

d) Retail & Households income

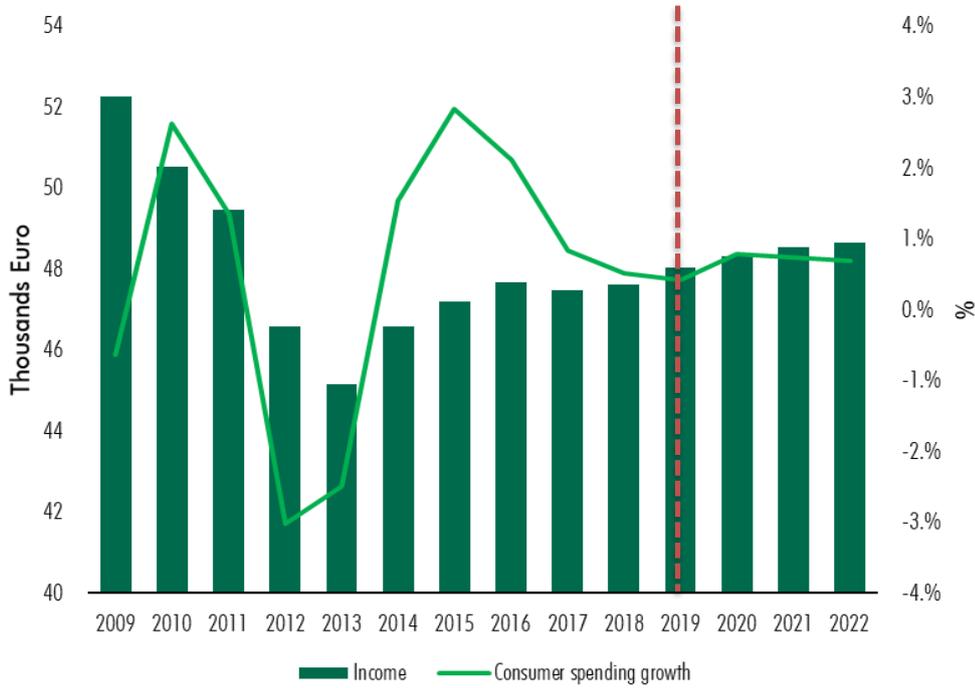
The average income of households in the Milan metropolitan area amounts to about 48 thousand Euro in 2018; this is significantly higher than the average national value of 40.6 thousand Euro. Over the medium-term, this is expected to grow slowly (about 0.5% yearly, possibly due to the increase of supply of workers). However, retail sales are expected to grow by 0.9% in 2019 and by 1.3% yearly from 2020 onwards.

Retail sales and annual growth rate



Source: Oxford Economics.

Milan area households' average income and consumer spending annual growth rate

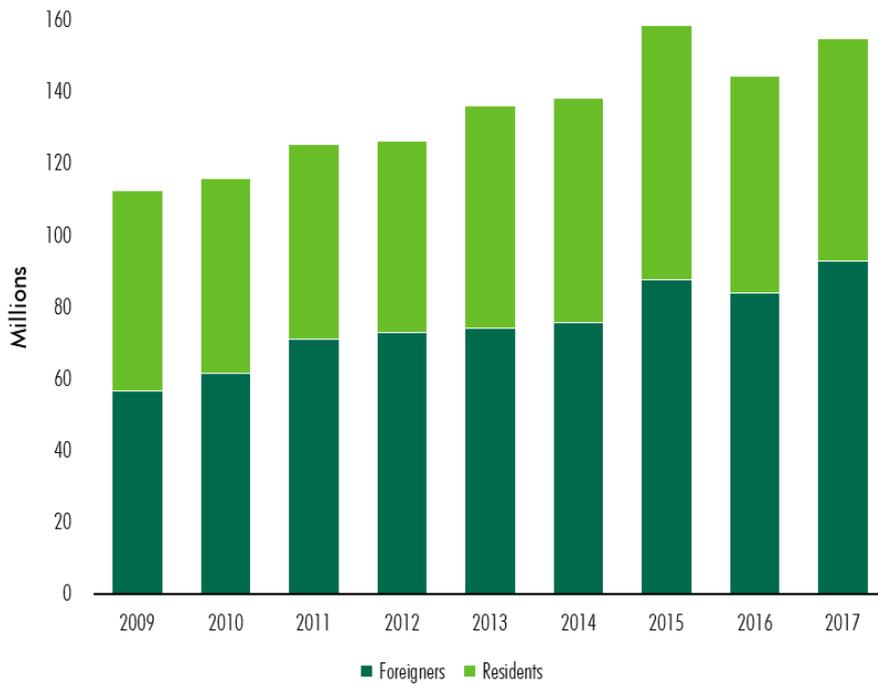


Source: Oxford Economics. Households average real income using 2010 prices.

e) Tourism

In 2017, Milan was the second city in terms of number of presences in Italy after Rome, recording 11 852 973 presences, equal to 2,8% of the total in the country (3.7% of total foreigners that visit Italy and 1,9% of total Italians). Similar to Italy, tourism in Milan relies heavily on the demand from foreign tourists which has constantly been seeing positive growth rate historically (except in 2016).

Presences of foreign and resident tourists in Milan's province



Source: Anuario Statistico Regionale.

Foreign vs Resident touristic presences' annual growth rate in Milan province



Source: Anuario Statistico Regionale.

2. Selected Market Overview

Milan Office Market Commentary

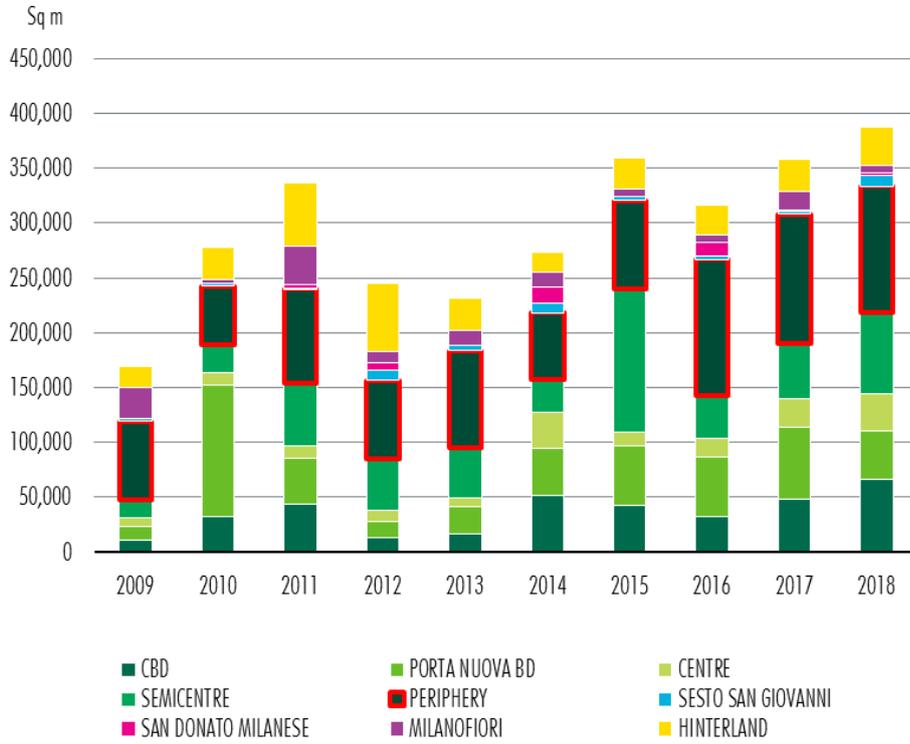
Thanks to its ability to adapt and transform itself to keep pace with the times, the city of Milan has shown, especially in recent years, to be one of the favourite destinations in Italy by investors and occupiers. With regards to the office market sector, Milan's numbers for 2018 are excellent and promising for a similar prosperous 2019: the take-up of some 381,000 sqm, is the highest ever recorded: it outperformed 2015 and 2017 both in terms of square metres let and in terms of number of transactions, posting +6.3% and +6% respectively compared to the above-mentioned years. Dynamic new players, especially those belonging to the consultancy, financial and co-working sectors, have played a part with a series of large transactions that contributed to these results. The following table and charts summarize Milan Office market key variables as well as take-up, vacancy rate and vacancy by grade in terms of historical trends.

Milan Office key data (Q4 2018)

	Q4 2017	2018	Q4 2018
Vacancy rate (%)	11.50%	11.10%	11.10%
Take-up (,000 sqm)	94.0	381.8	74.9
New stock (,000 sqm) (exc. Refurbishment)	-	73.5	-
Prime rent (€ sqm/year)	550	570	570
Weighted Average rent (€ Sq m/ year)	261	309	313
Prime net yield (%)	3.50%	3.40%	3.40%
Secondary net yield (%)	5.25%	5.00%	5.00%
Office Investment (€ M)	970	2,077	760

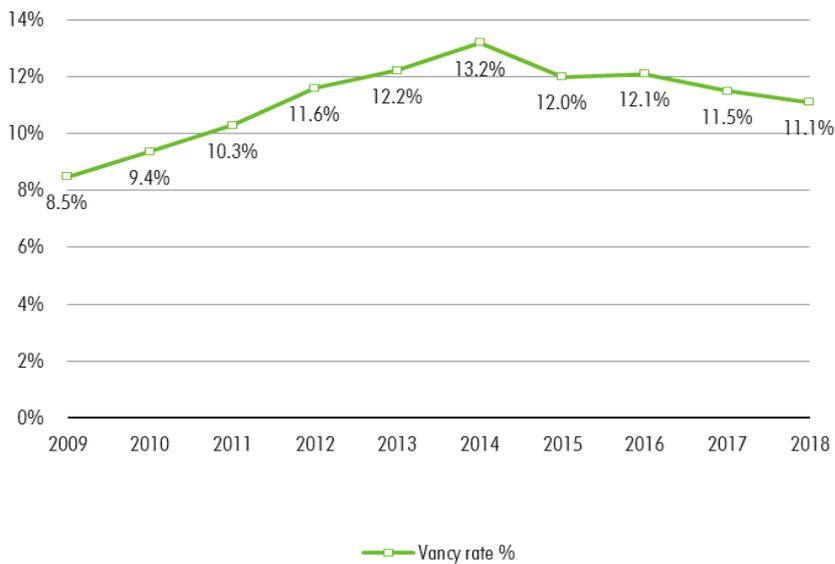
Source: CBRE Research

Milan Office take-up evolution by submarket



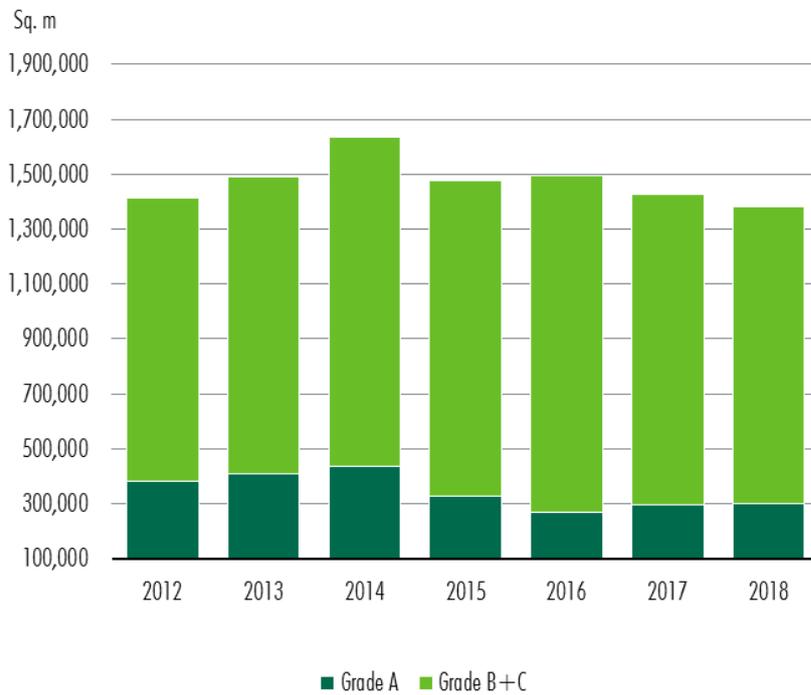
Source: CBRE Research

Milan Office Vacancy rate evolution



Source: CBRE Research

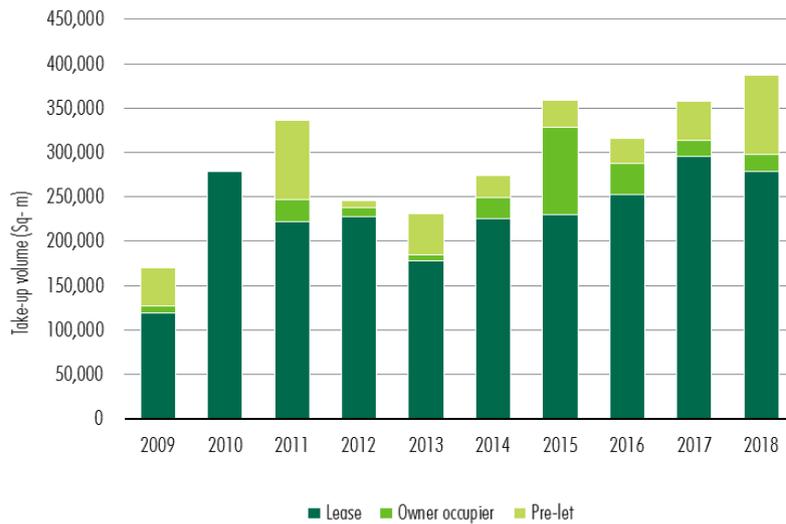
Milan Office Vacancy evolution by Grade A and B+C



Source: CBRE Research

While the most sought-after office areas in Italy have been CBD and Porta Nuova Business District, there is gradually increasing demand of the occupiers for new developments in the Periphery area, which shows the importance of building quality in the dynamics of decision making process of the potential occupiers. The fact that newly developed Grade A products are extremely sought-after is confirmed by the pre-let statistics. Out of a take-up of over 380,000 Sq. m in Milan in 2018, 23.5% or 89,000 Sq. m was rented in completely new buildings or those under heavy refurbishment. The latter figures show Milan office market pre-let transaction evolution over the last ten years and the share of A grade product on the total pre-let volume.

Milan Office Market - rented Sq. m by type of transaction



Source: CBRE Research

Milan Office Existing and future Supply

Today, also thanks to the recent appeal of Milan worldwide, we are registering the completion of long-lasting initiatives and the direct development of small areas (with short/mid-term completion); projects such as Porta Vittoria have been completed, and others like Cascina Merlata and Milanosesto are currently in the radar of Investors, being new operators interested in wide interventions looking for a new dialogue with the involved sponsors (in some cases the owners), starting from the re-definition of the intervention parameters.

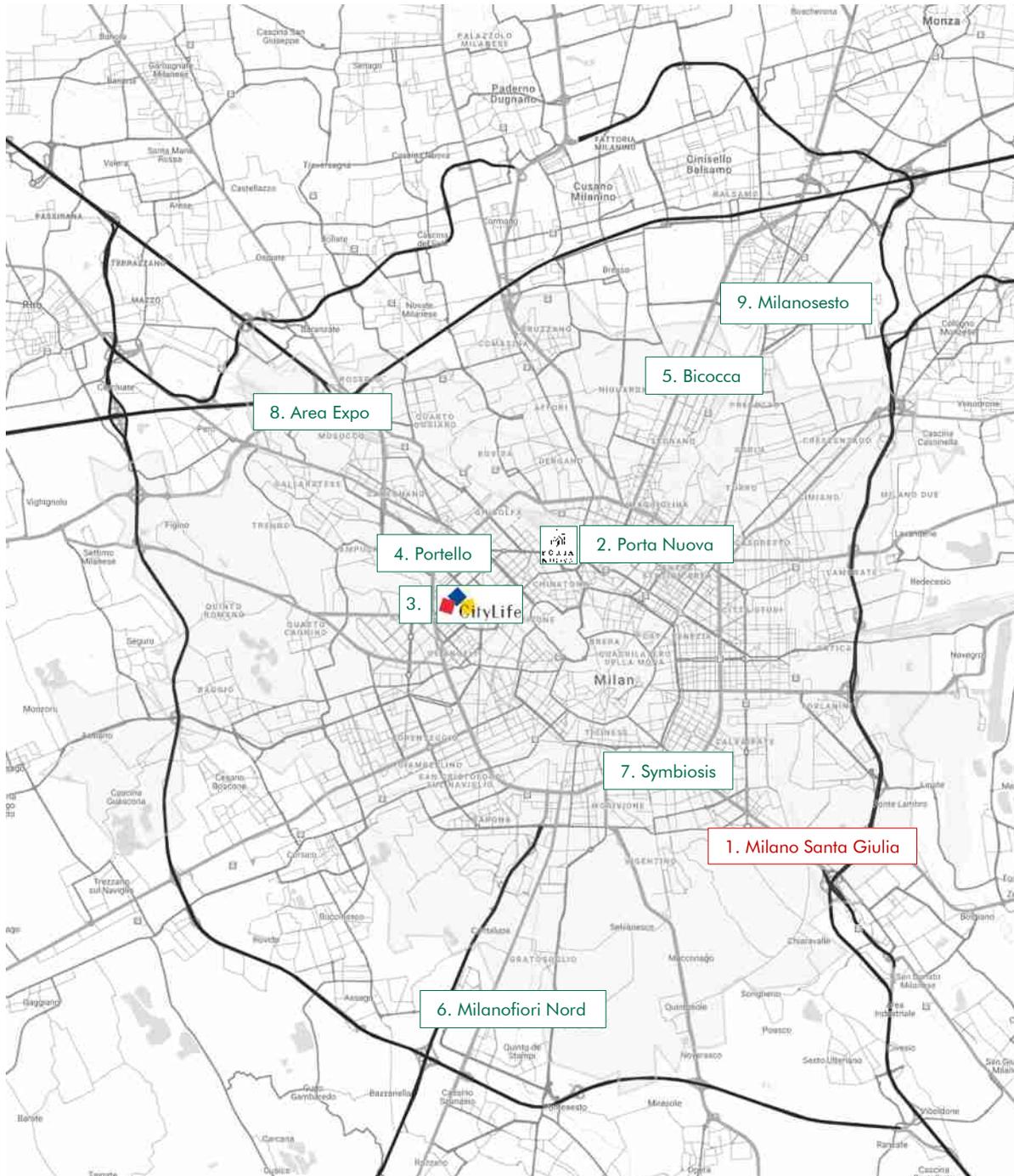
Many valuable lands and iconic locations in Milan have recently been or are planned to be redeveloped and transformed into vibrant places as examples of placemaking, changing the public realm, creating or enhancing real estate values and establishing new destinations for visitors, workers and residents.

The 2018 CBRE EMEA Occupier Survey has highlighted a strong and growing focus by corporates on deploying technology, wellness and flexible space as core elements in an agenda focused on enhancing the user experience, with undoubted attention towards sustainability and green certifications (LEED, WELL, etc.). The lack of quality product in the semicentral districts is forcing Developers formulating plans on semi central or peripheral areas needing

renovation projects. Pipeline for 2019 foresees 200,000 sqm of new product, of which 75% should be represented by requalification initiatives.

In the next two maps we, have embarked on a quest on main development or redevelopment projects which have occurred in the City or which are currently under construction or planning, promoting the renovation of former industrial brownfields or greenfields. Details on the main and minor developments and pipeline in Milan can be found in the appendix at the bottom of the report.

Recent Milan Main Developments and Pipeline



Source: CBRE elaboration

Recent Milan Minor Developments and Pipeline



Source: CBRE elaboration

Milan market flexible office trends

The Outlook for the Office sector in Milan is positive and it is expected that the fundamentals will certainly improve, with Prime Rent and Take Up growth, new market completion and decreasing vacancy. Along with the strengthening of market fundamentals, we understand that the upcoming years will see the consolidation of the flexible office trends, in its different variants:

SERVICED OFFICES: private offices leased on flexible terms, fully fitted out space inclusive of service charge and rates, usually with reception services.

MANAGED OFFICES: an office leased and fitted out by an operator to the occupier's specification, who then pays a monthly license fee.

CO-WORKING SPACE: on a membership or per desk basis, co-working offices provide a sociable working environment where users can network, collaborate and do business with each other.

ACCELERATORS: these spaces hold accelerator programs in which start-ups spend time working with a group of mentors over a set timeframe, often with the opportunity for seed funding at the end of the program. Space is typically open-plan with plenty of collaboration space.

INCUBATORS: Like accelerators, incubator spaces accommodate start-ups, but are focused on a specific sector with sponsorship from larger firms and public institutions. While the space types are similar the underlying tenant is typically different.

Forecasts identified 2018 as the year of flexible working: it was expected that office spaces would adapt to these changes, with the arrival of new providers in the sector. The providers with consolidated experience in the Italian market, such as Regus, have further strengthened their presence by opening even more co-working centres in Milan. In 2018, it was rumored that WeWork will be entering into Milan retail market and is expected to gain ample market share in the sector by 2019. WeWork's key focus revolves around multinational clients, most of whom they have signed partnership agreements in other countries. The ultimate impact from the entry of such established player to tenants and owners of Milan office market remains to be seen in 2019.

2.1 Periphery submarket overview

The property object of the study is located within the Milan Periphery submarket which has been traditionally considered as home for long-established tenants mainly operating within the manufacturing and engineering sectors, but it is now increasingly attracting the interest of new national and international players due to the number of rejuvenation and development projects taking places across the submarket, and especially in the south-eastern area. The borders of the Periphery submarket are considered to be the second and third ring-roads that represent the boundary to the administrative border of the city of Milan. It includes several well-established sub-areas such as Bicocca, Lorenteggio, Ripamonti, Forlanini, Certosa among others.

In 2018, the take-up in the Periphery amounted to approximately 114,000 Sq. m, which is 12% above the five-year average take-up in the submarket and represented the 29.5% of the total space absorbed in 2018 within the Milan Office Market. Remarkably, in 2018, the number of transactions within the Periphery submarket amounted to 80, which is the highest ever recorded, exceeding by the 27% its five-year average. In 2018, over 46,000 Sq. m were let in the southern belt of the Periphery submarket (Lorenteggio, Romolo, Ripamonti, Corvetto). In particular, during the Q4 2018, nearly 25% of the take-up derived from two large deals agreed within the areas of Lorenteggio and Ripamonti. The transactions involved some 2,400 sqm let to FastWeb within the Symbiosis area and 2,000 sqm let to Ericsson in the Lorenteggio Business Village. During 2018, the size preferred by occupiers was between 1,000 and 5,000 sqm, which represented the 34% of the total number of transactions (45% in terms of Sq. m) within the Periphery.

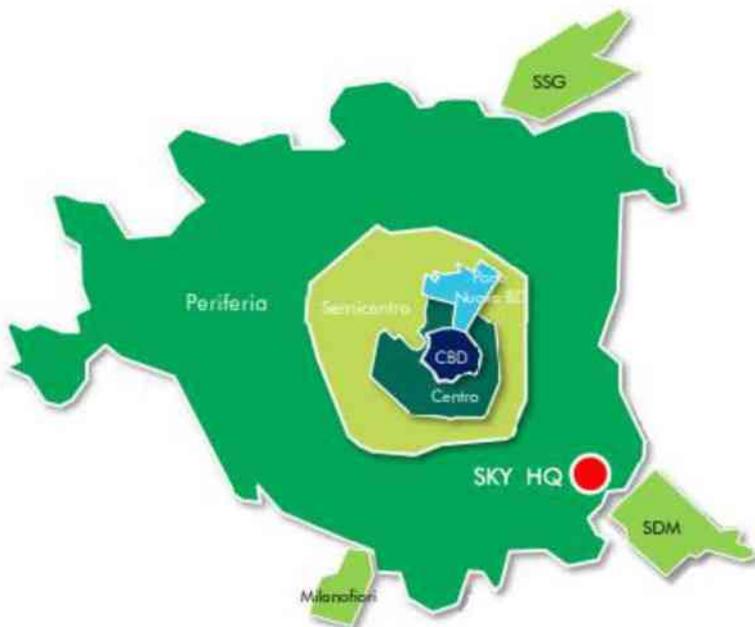
Key Data Milan Office Sub-Markets (Q4 2018)



*Yearly Avg. Take-up is calculated on the period 2016-2018.

*Vacancy rate: percentage of vacant space calculated on the sub-market's stock.

Source: CBRE Research

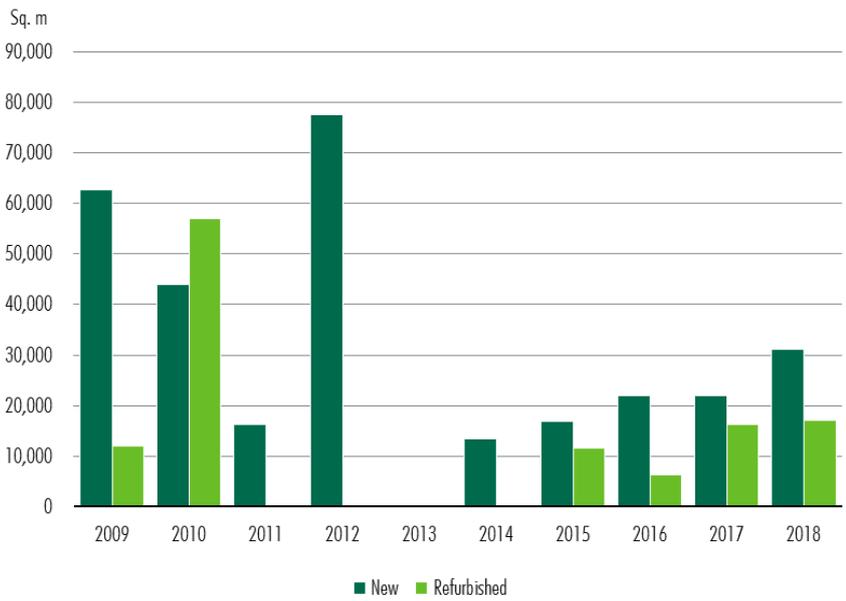


Source: CBRE Research

a) Existing Supply

The current Office Stock (Q4 2018) in the Periphery submarket is equal to 2,957,900 Sq. m, which accounts for 23.7% of the total Stock in Milan. The major contribution to the Stock was initiated in 2009 when a series of the development of large office complexes, both refurbished and new buildings, such as and Centro Leoni (52,000 Sq. m), took place. The financial crisis that hit Italy from 2011 onward, resulted in a year, 2013, with no completion: developers were not confident enough to invest onto Periphery submarket. However, from 2014 onward trend of the completion of new buildings has started growing again. In general, out of over 670,000 Sq. m developed in the last ten years, over the half 370,000 Sq. m were new buildings. The last office developments that were completed in the submarket, were those summarized in the chart that follows, all of them are Grade A - high-specification modern office.

Completions history (cumulated) in the Periphery submarket (New Stock – Refurbishment) – 2009 -2018



Source: CBRE Research

Completions history (detail) in the Periphery submarket (New Stock – Refurbishment) – 2009 -2018

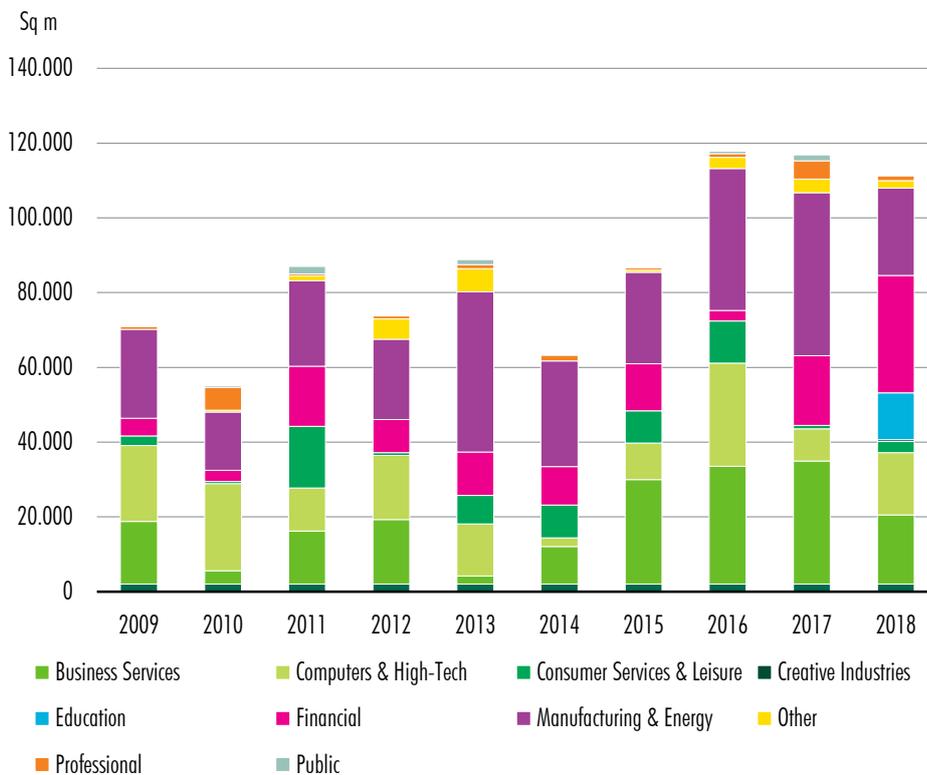
ADDRESS	PROPERTY NAME	YEAR	TOTAL AREA SQ.M	CLASS OF PROJECT
Via Spadolini 7	Centro Leoni Ed.B	2009	25,155	New
Via Spadolini 5	Centro Leoni Ed.A	2009	25,155	New
Via Cialdini 16	Affori Centre	2009	12,500	New
Via Arrighi 19		2009	12,000	Refurbishment
Via Rizzoli 8	RCS	2010	28,583	Refurbishment
Via Tolmezzo 15	Metrocomplex	2010	21,000	Refurbishment
Via Scarsellini 14	Light Building	2010	16,000	New
Via Francesco Gonin 36	Giò Center	2010	16,000	New
Viale Piero e Alberto Pirelli 25	HQ2	2010	12,000	New
Via Kuliscioff 7	K7	2010	7,500	Refurbishment
Via Amadeo 59	Amadeo 59	2011	10,000	New
Via Giorgio Stephenson 43		2011	6,312	New
Via Lorenteggio 240	Lorenteggio Business Village	2012	65,000	New
Via Carlo Bo 11	Parallelo	2012	12,757	New
Viale Certosa 144	Green Place Edificio A (SR3)	2014	6,000	New
Viale Certosa 144	Green Place Edificio B (SR3)	2014	4,000	New
Via Giovanni Bensi 10		2014	2,500	New
Viale Certosa 144	Green Place Edificio C (SR3)	2014	1,000	New
Via Monte Penice 7	Sky Italia	2015	16,885	New
Viale Fulvio Testi 250		2015	11,600	Refurbishment
Via Mecenate 79	Gucci HQ	2016	22,000	New
Viale Monza 347	Monza 347	2016	6,176	Refurbishment
Via Chiese 6	Prismian Group HQ	2017	22,000	New
Viale Sarca 235	Sarca 235	2017	16,196	Refurbishment
Viale Ortles 3	Symbiosis - Ed. A + B	2018	16,100	New
Via Vipiteno 4	Galileo HQ - Siemens Italia	2018	15,000	New
Via Chiese 72	Chiese 72, 74	2018	13,000	Refurbishment
Viale Sarca 222	The Haitch	2018	4,000	Refurbishment

Source: CBRE Research

b) Demand Trends

During the last 10 years, thanks to the development of new and attractive office venues, the Periphery sub-market saw a flourishing increase in the number of rented square meters and an even more significant increase in the number of transactions, which, in 2018 registered +25% if compared to 2017 figure. It is worth highlighting that with the recent increase in number of occupiers looking for Grade A, LEED certification, large office spaces with an affordable rent has propelled Periphery area to become highly sought after.

Periphery Take-up by sector 2009-2018



Source: CBRE Research

The graphs also highlight the fact that tenants coming from sectors that traditionally used to choose other office destinations (CBD, Porta Nuova BD) in the last five years, have shifted their preference to other areas such as the likes of the Semi centre and Periphery. This has been the case for tenants in Financial Sector and Business Service Sectors as they found more peripheral areas to be valid alternatives to their current office locations. For instance, Everis, a High-tech firm, left its 2,150 Sq. m office situated in Porta Nuova (rent: 320 €/Sq. m/year) in 2016 for a 5,405 Sq. m office in the Periphery (rent 225 €/Sq. m/year). The tables which follow illustrates the mail lease transactions by size in the Periphery submarket in the years 2009 - 2013 and the evidences from 2018 of lettings on Grade A - Prime Periphery assets.

Transactions above 10,000 Sq. m in the Periphery submarket

Year	Total floor area Sq m	Tenant	Supersector
2013	22,000	Kering Group	Manufacturing & Energy
2016	18,000	WPP	Business Services
2015	16,885	Sky	Business Services
2016	16,100	Fastweb	Computers & High-Tech

2010	16,000	SIA SSB	Computers & High-Tech
2016	15,000	Siemens	Manufacturing & Energy
2017	14,700	Agos Ducato	Financial
2011	13,163	Bracco	Manufacturing & Energy
2018	12,500	Tsinghua university	Education
2017	12,000	Prysmian Group	Manufacturing & Energy
2013	11,600	ING Direct	Financial
2009	11,000	Almaviva	Computers & High-Tech
2009	10,000	Impregilo	Manufacturing & Energy
2018	10,000	Volkswagen Leasing GmbH	Manufacturing & Energy

Source: CBRE Research

Periphery Prime Assets benchmark transactions – 2018

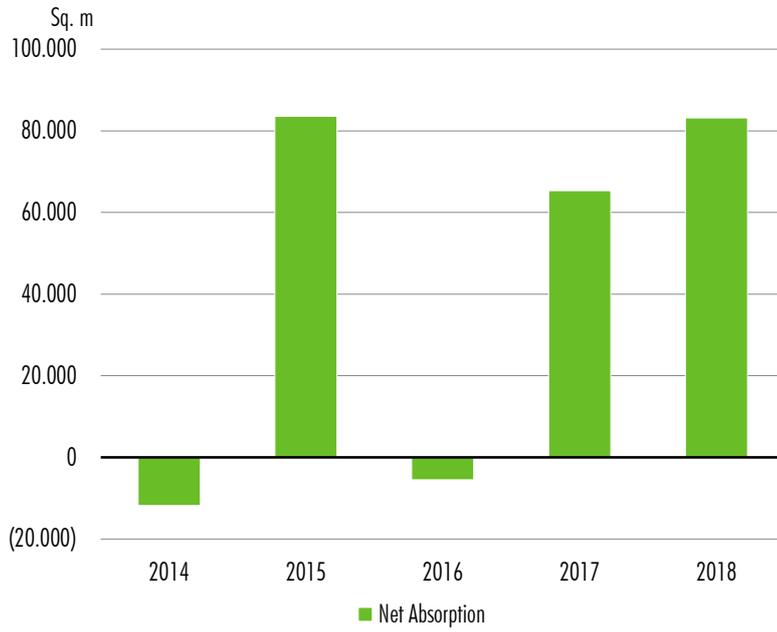
Address	Building name	Quarter	Year	Sq.m	Rent (€/sqm/year)	Tenant	Sector	Grade	Transaction
Via Schievano 1	The Sign	3	2018	9,142	280	Aon	Financial	A	Pre-let
Via Varesina 158	La Forgiatura	1	2018	750	270	Medtronic	Professional	A	Lease
Viale Ortles 3	Symbiosis - Ed. A	4	2018	2,400	Confidential	Fastweb	IT	A	Pre-let
Via Lorenteggio 240	Lorenteggio Business Village	2	2018	6,000	260	Huawei	IT	A	Lease

Source: CBRE Research

c) Net Absorption

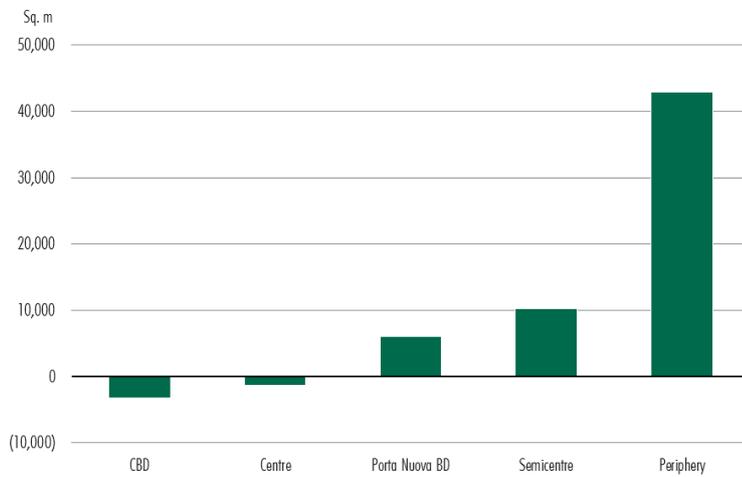
The net absorption figures below, show that, on a five-year average, that Semi centre and Periphery are the two submarkets that mostly attract new tenants since they are the ones that cope better with the release of office spaces. In fact, occupiers of >1,000 Sq. m Grade A Office spaces, are predominantly companies who establish in these submarkets their first flagship offices in Milan (* feeling of the market from our agency).

Net Absorption (Milan Periphery Submarket)



Source: CBRE Research

Milan average net absorption by submarkets (2014-present)

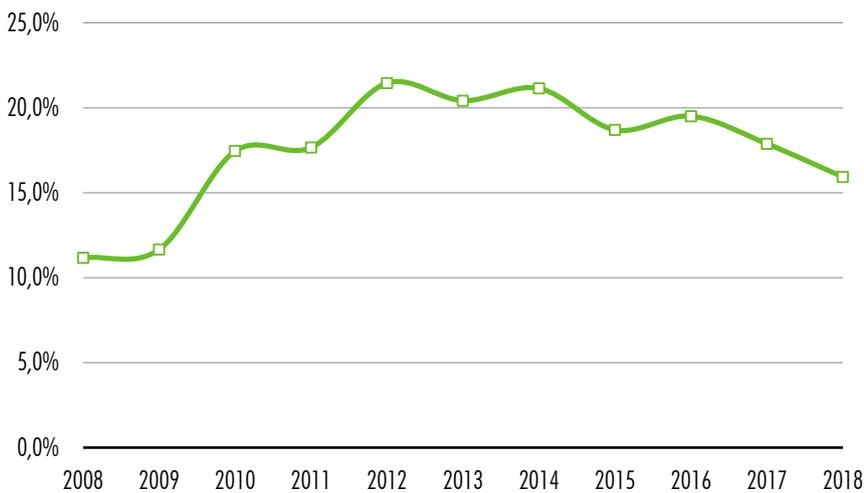


Source: CBRE Research

d) Vacancy Rate

Thanks to an increased level of take-up in the submarket, starting from 2014, the vacancy rate had been steadily declining, from 20.5% in 2012 to 15.9% in Q4 2018, as per chart below.

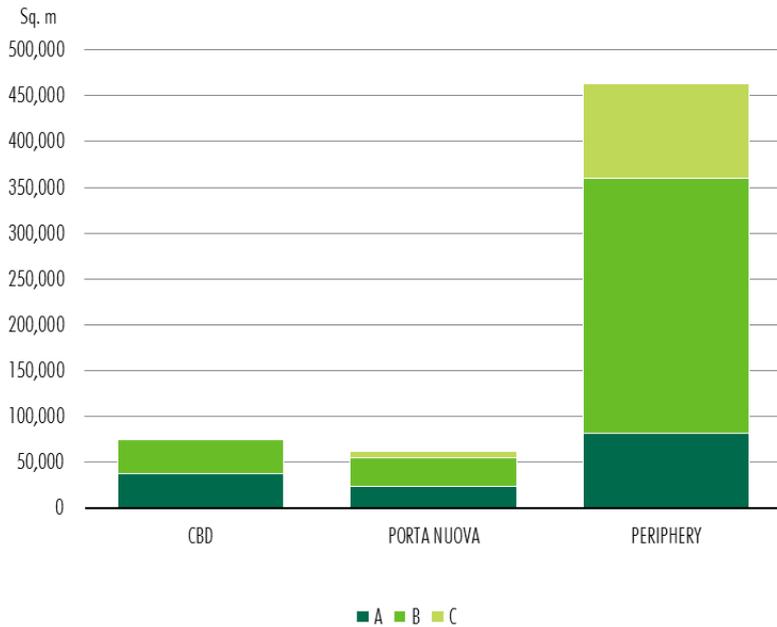
Vacancy Rate evolution (Periphery Submarket)



Source: CBRE Research

The contraction of the vacancy rate was due to an organic and systematic approach to the city planning that took place in the Periphery and Semi-central submarkets of Milan starting from 2015 and ongoing and which contributed to created product of interest to tenants and landlord. Specifically, tenants look for high-spec buildings (e.g. LEED Certified) and contained rents. However, in the Periphery submarket, there is also a considerable level of Grade B and C vacancy which contribute to keep a high vacancy rate and do not easily find a collocation on the market. The following graph also shows how, given the very limited availability of Grade A products in the CBD and Porta Nuova BD, the Periphery alone has a Grade A offer greater than that given by the sum of the two.

Vacant space by grade Q4 2018 (CBD, Porta Nuova BD and Periphery Submarket)



Source: CBRE Research

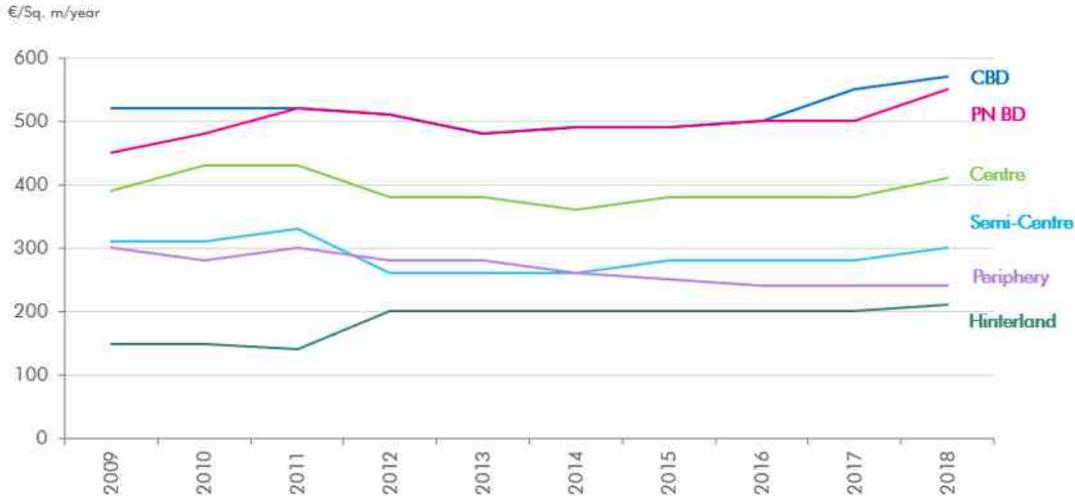
e) Rental Values

The Europe, Middle East and Africa (EMEA) office rent cycle chart shows in which phase of the growth of the rents the major European capitals are. The city of Milan is located in the orange part, that is in full growth acceleration phase.



Source: CBRE Research

This growing trend is even more evident by looking at the historical series of Prime Milan Rents by submarket.

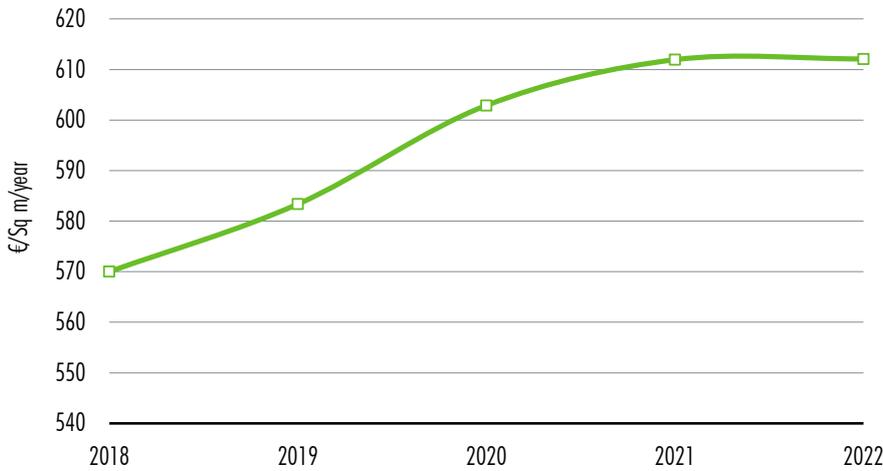


Source: CBRE Research

In Q4 2018, Prime rents in CBD, Porta Nuova and Hinterland rose to 570 €/sqm/ year, 550 €/sqm/year and 210 €/sqm/year respectively. The overall weighted average value of the deals rose to 313 €/sqm/per year, highlighting the fact that most of the deals were transacted in more central areas of the city, pushing the average rent higher. Prime rents within the sub-market of Periphery remained stable with respect to the previous year and are currently standing at €240 per sqm as at Q4 2018. However, Grade A properties, which benefitted from excellent building characteristics and their location on the border of Semicentre BD, achieved higher rental values in the range of 240 to 280 €/Sq. m/year.

The table below shows CBRE forecast for Milan Office Prime Rent in 2019-2022, which is expected to increase by 10%. With growing demand lack of Grade A office supply, rent is expected to increase in the coming years. Also for the Periphery a further upward adjustment of the Prime Fee is expected over the next 18 months, equal to approximately + 3%.

Milan Forecasted Prime Rent 2019-2022



Source: CBRE Research

f) Rent Escalations

In the Italian Commercial Real Estate Market, the adjustments of the rent are calculated on the basis of the FOI (price Index for families of workers and employees). By law, this index must be implemented at 75% of its value or 100% of its value if the rent that must be adjusted is greater than 250k per year. An example of rent escalation is shown in the table below.

Example of rent escalation

Parameters	
Rent to be escalated	570.00 €
escalation effective	Jan 2019
% of escalation applied	75%
Calculations	
FOI Index - January 2018	101.5
FOI Index - January 2019	101.2
% variation	0.7%
75%	0.525%
Escalation amount	2.99 €
Escalated Rent	572.99 €

g) Incentives

The incentives in the lease contracts are granted based on the contract duration as well as the adoption of a break clause. The most commonly used forms of incentives in lease contracts are:

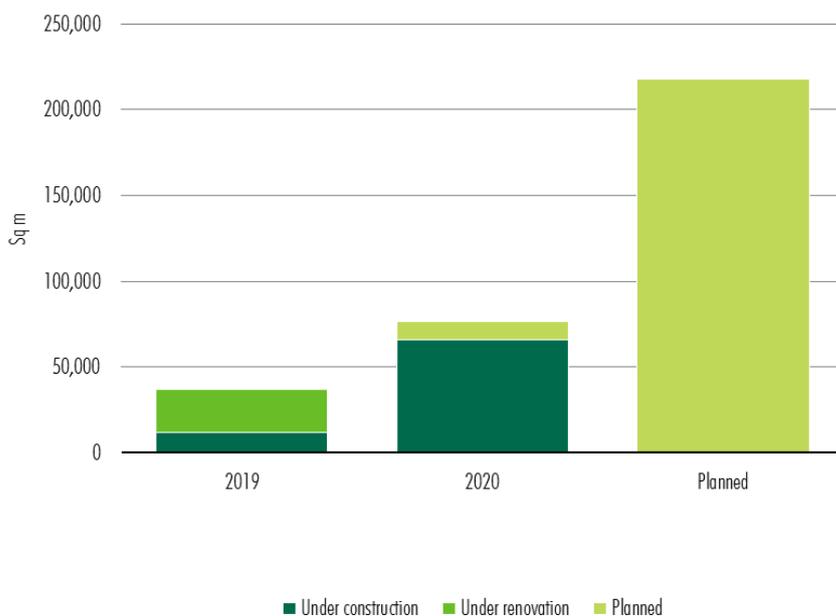
- 1) Free rent: a concession granted by a landlord to a tenant whereby the tenant is permitted for a portion of the lease term to occupy its space without payment of base rent, and sometimes without payment of any rental charges.
- 2) Stepped rent: also known as step-up rent or step-up lease, is a type of additional rent term found in commercial real estate where the rent increases or decreases at defined periods.
- 3) Capital contribution: a cash payment from the landlord to the tenant as a contribution to its fitout or a cash payment to the tenant which is not linked to the fitout and can be used by the tenant as it wishes.

Currently, due to high demand of office space in Milan, the market is becoming more favourable to the Landlords, and the incentives for Grade A office space are in the order of 12 months. However, in Periphery submarket, the incentives are generally higher compared to those in core areas, with 15 to 20 months incentives on average

2.2 Periphery submarket outlook

Within the next two years we understand that there are plans to release around 20,000 Sq. of office space due to contracts expiring. However, the area of Rogoredo and the Santa Giulia area will not be affected by this type of competition. Moreover, the future development of the Connecto Building (approximately 40,000 sq. m - still at a planning stage) will be regarded as an opportunity to consolidate the new arising office district. As submarket gradually attracts more potential tenants, it will presumably open a series of deep refurbishments of the existing B and C grade stock, thus creating new opportunities from tenants and investors. The chart below, shows the pipeline in the Periphery submarket for the next two years and highlights the consistent amount of new developments which are at a planning stage.

Periphery future supply - under construction, under renovation and planned (Sq. m)



Source: CBRE Research

Between 2019 and 2021 the Periphery submarket will see the completion of approximately 100,000 sqm, approximately 60% of which is represented by new buildings and 40% by refurbishments and with some 200,300 sqm, the total area of the planned buildings is very substantial.

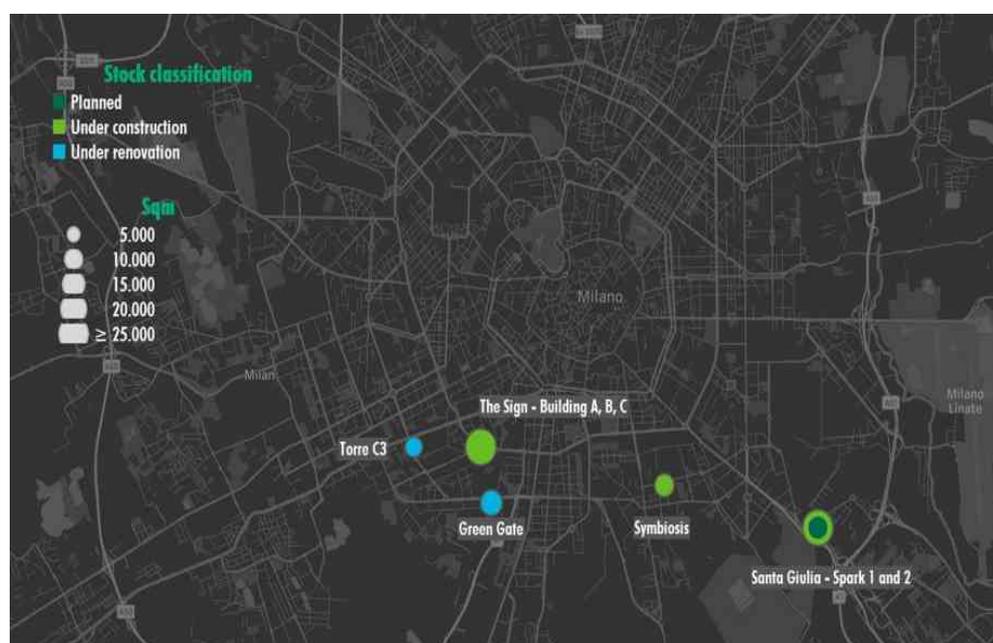
The table below shows new office supply (including Spark 1 and 2) that is due to completion in the years 2019 - 2021 and will interest the southern belt of Milan Periphery submarket.

Milan southern Periphery new supply under construction (2019-2021)

ADDRESS	PROPERTY NAME	STOCK CLASSIFICATION	YEAR	S. QM
Viale Richard 1	Torre C3	Under renovation	2019	7,200
Via Schievano 1	The Sign - Building C	Under construction	2020	4,076
Via Schievano 1	The Sign - Building B	Under construction	2020	12,357
Via Schievano 1	The Sign - Building A	Under construction	2020	9,406
Viale Ortles	Symbiosis	Under construction	2021	9,400
Via Luigi Russolo 1	Santa Giulia - Spark 2	Planned	2020	10,565
Via Luigi Russolo 1	Santa Giulia - Spark 1	Under construction	2020	24,330
Via San Vigilio 1	Green Gate Famagosta	Under renovation	2019	11,921

Source: CBRE Research

Milan southern Periphery new supply under construction (2019-2021)



Source: CBRE Research

2.2 Investment Market Overview

a) Investment market activity

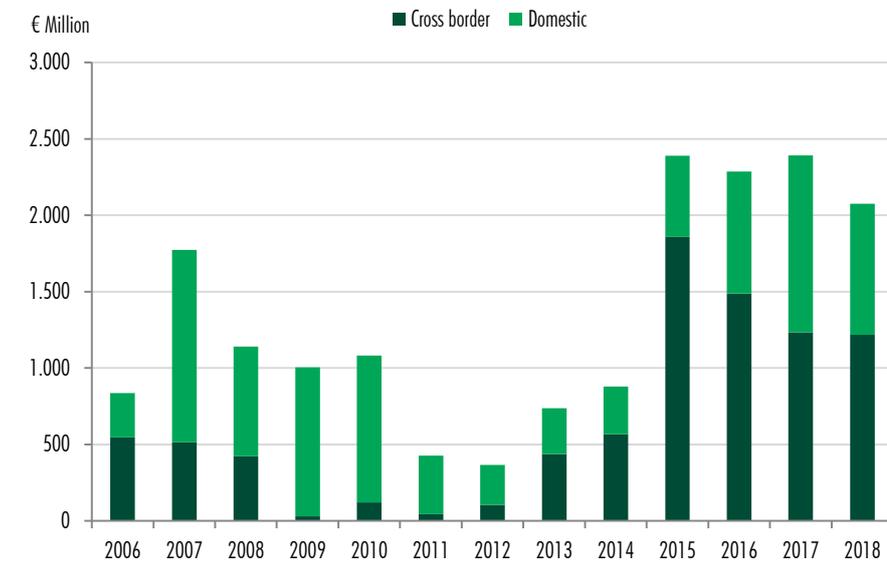
During Q4 2018 the Milan Office Sector reported an investment volume of 760 million euro, posting a rise of approximately 31.6% on the previous quarter. With a 2018 total volume of 2.078 billion, Office Investments in Milan represent the 60% of the whole Italian Office market. Despite this, there is a chronic lack of quality product for both Core and Value-add investors.

The reduction in the average investment ticket (€35.8 million) and the increase in the number of deals compared both to the previous quarter (25%) and to last year (+38%) do thus constitute a significant trend.

2017 saw a boom in investments in the core areas of Milan, which diverted investors' attention from the most peripheral areas. 2018, on the other hand, in the face of a general decline in investments in Milan, saw a new peak in investments in Periphery, which proves to be a very active market and in a certain sense counter-cyclical compared to the strictly core areas.

This counter cyclical trend is mainly due to the chronic lack of quality product that affects Milan's most central areas: whenever there are no assets on which to invest, investors, in order to enter the Milan market, shift their attention on semi-central and peripheral areas which wouldn't be their very first choice.

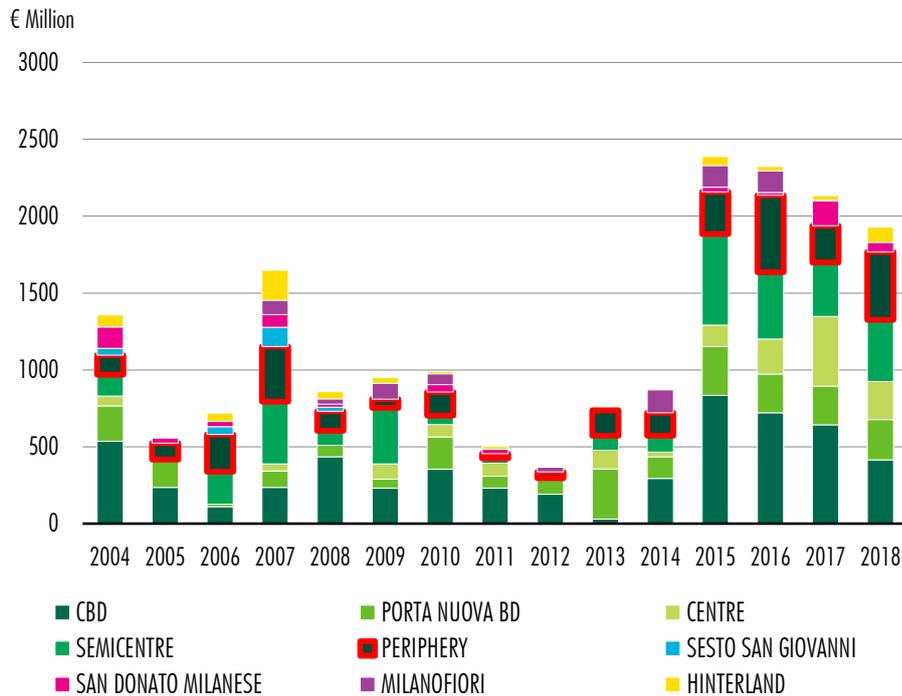
Milan Office Investment by origin of Investors (2009 -2018)



Source: CBRE Research

Milan Office Investment evolution by sub-market (2009 – 2018)

(difference with previous chart is due to the missing of revenues from sale of mixed-use or portfolio assets)



Source: CBRE Research

b) Recent related investment transactions

Periphery office transactions > € 20 M (2016–2018)

Year	Quarter	Name	Address	Size (sqm) GLA	(€m)	Purchaser	Purchaser Nationality
2016	2	Vodafone Village	Via Lorenteggio 240	61000	200.0	Coima RES Spa SIIQ	Italy
2018	2	Pirelli HQ 1	Viale Piero e Alberto Pirelli 25	28699	79.0	Kryalos sgr - Fondo Tyre	South Korea
2018	2	Innovazione 3	Via dell'Innovazione 3	20129	77.0	Beni Stabili SIIQ	Italy
2016	2	L'Oreal HQ	Via Primaticcio 155	32388	63.5	Amundi Real Estate Italia Sgr	France
2016	4	Forlanini 23	Viale Forlanini 23	16000	59.0	Fondo Fundamenta -BNP Paribas sgr Cardiff	France
2017	2	Prelios HQ 2	Via A. Pirelli 25	14942	53.0	Savills IM Sgr / Fondo AI2 Italie (Aviva)	France
2018	4	Parallelo	Via Carlo Bo, 11	14000	50.0	Amundi	Italy
2018	3	Viale Monza 259-263	Viale Monza 259-263	25179	49.5	Private (Monge)	Italy
2017	1	Via Deruta	Via Deruta 19	13650	46.0	Coima	Italy
2017	4	ING HQ	Viale Fulvio Testi 250	25000	44.4	Fondo Columbus	Italy

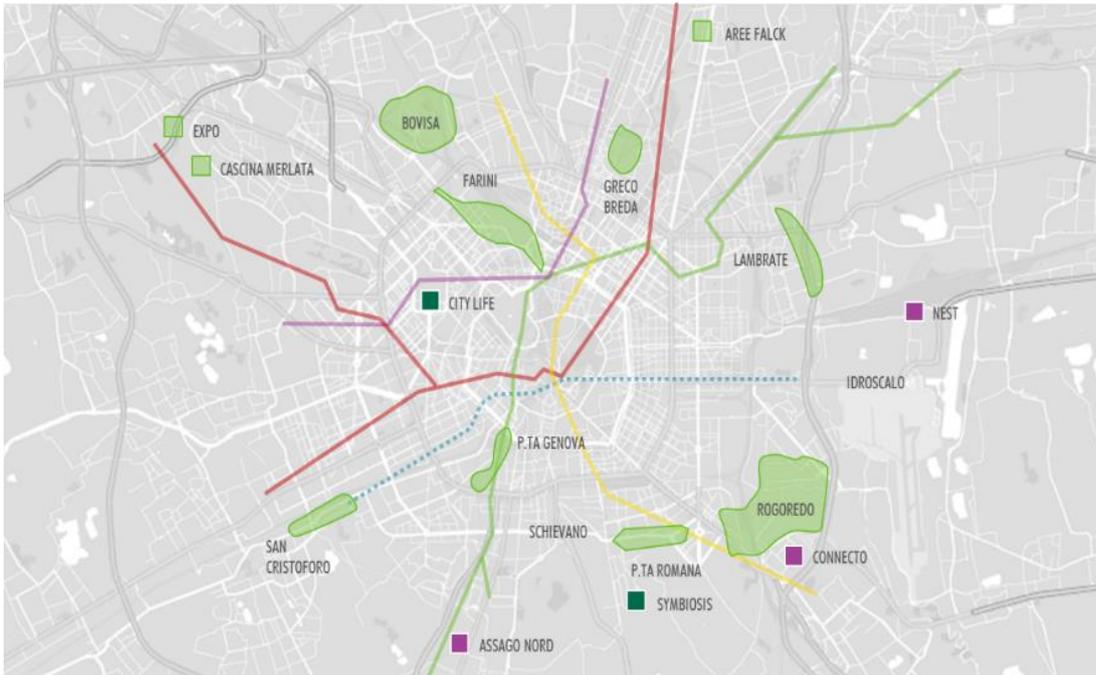
2018	3	Fondazione Pirelli	Viale Sarca, 220	7000	42.0	Kryalos (Fondo Titan) - Equity Castlelake	UK
2018	4	Via Ripamonti	Via Ripamonti, 85	7900	40.0	COIMA	Italy
2018	4	Viale Fulvio Testi 280	Viale Fulvio Testi, 280	16415	38.2	Kryalos (Kingstreet)	USA
2016	4	Via Bisceglie 71-73-75	Via Bisceglie 71-73-75	13370	37.3	Keppel DC REIT	Singapore
2016	4	Morimondo 26	Via Morimondo 26	18000	37.0	M&G Investments	UK
2016	4	Affori Centre	Via Grazioli 31	12000	35.0	BNP	France
2017	3	Amadeo 59	Via Amadeo 59	11846	33.0	Prelios sgr	Italy
2016	3	Affori Centre	Via Grazioli 31	12000	27.5	Green Oak	USA
2018	2		Via Romagnoli, 6	16334	27.0	GreenOak	UK
2018	2		Via Gallarate, 199	16715	20.8	Principal Rea Estate Europe (Perial)	USA
2018	3		Via Temolo, 4	12205	20.6	Private	Italy

Source: CBRE Research

c) Yields

Some areas of Milan are witnessing a change in their yield value: one side, there are well consolidated business district such as CBD (where investor interest remains strong and prime yields are unchanged at 3.4%), Porta Nuova BD and good secondary locations (CityLife where yields are stable at 5.0%). At the same time, there are some emerging semi-central areas in which yields have fallen below 4.5% in recent months. Typical of this trend are the former rail yards, especially the Farini and Porta Romana yards (map below) that have seen a growing investor interest as they offer a great potential for development in a city in which, at least in the most central areas, there is not surface available for the building of new supply.

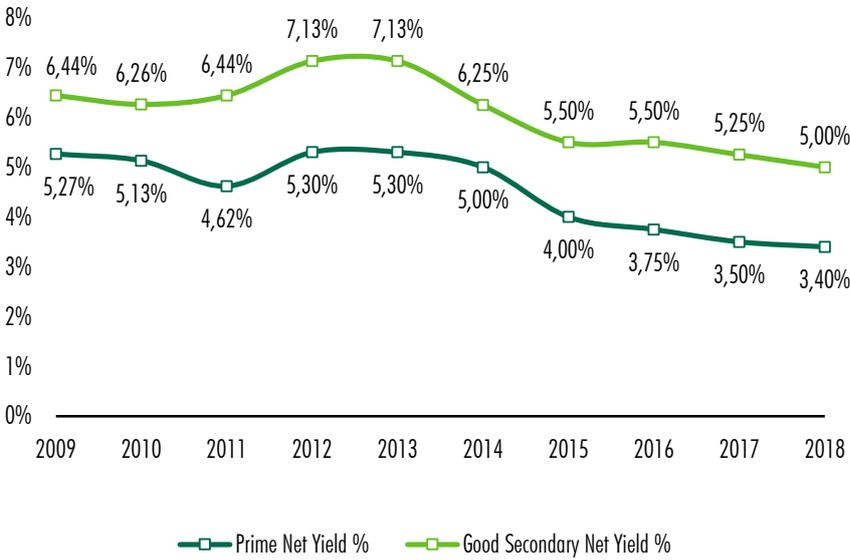
Periphery and Semicentre future main development areas



Source: CBRE Research

For the Periphery submarket, the indicative yield can be approximately 5.75%. Nonetheless, lack of transparency in the Italian Real Estate Market often makes difficult to collect a complete and exhaustive information about yields. However, it is evident that that the yield on the property of Santa Giulia will be compressed compared to the given figure due to the fact that lease transaction for Spark 1 and for a part of Spark 2 will expectedly involve a high-standing tenant with long-term tenancy contract (over 15 years), hence lower rental rate.

Milan Office Prime and Good Secondary Yield evolution (2009 – 2018)



Source: CBRE Research

2.3 Milan Santa Giulia Development Project



Milano Santa Giulia is located between the districts of Rogoredo and Taliedo. The site was formerly known as an industrial destination since the late 19th Century. Over the last few decades, most of the industry moved away or closed. The departures left a huge void in the urban fabric of the area. For this reason, today, Milano Santa Giulia is a brownfield and is considered an important European urban regeneration project comprising retail, residential, commercial office, and leisure spaces with a total surface of 1,111,573 sqm.

Santa Giulia development key detail

LOCATION:	VIA RUSSOLO, VIA LUIGI SORDELLO, VIA DEL FUTURISMO
SLP (Buildable Surface):	672,000 sqm
Uses:	Mixed use development (office, retail, residential)
Owner:	Intown (JV of Risanamento S.p.A. and Lendlease)
Developer:	Intown (JV of Risanamento S.p.A. and Lendlease)
Construction:	2005- 2016 first compound including social housing and SKY headquarters together with the park The rest of the development is expected to be constructed starting from 2020.

Currently, the development scheme has been partially implemented: only one third of buildable surface has been constructed.

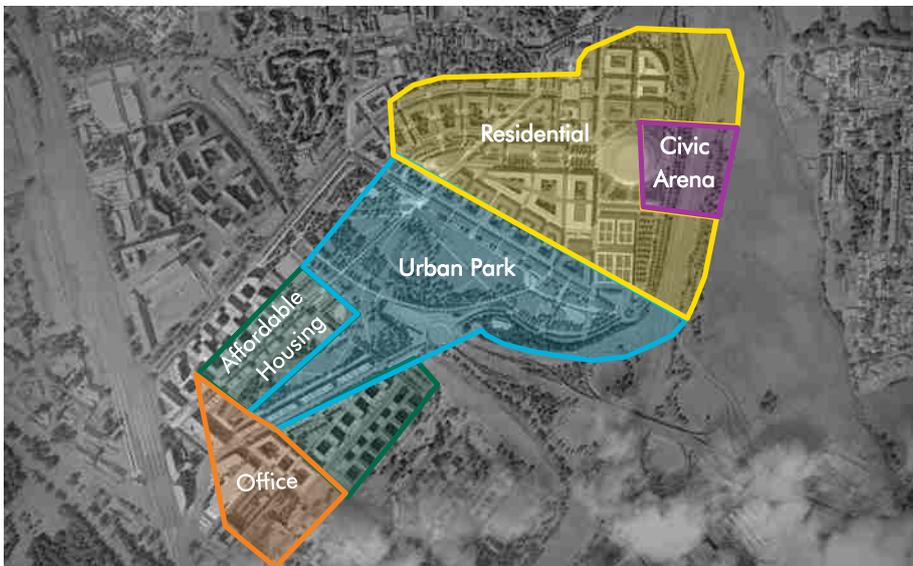
The breakdown in terms of permitted uses is as follows:

- Office: 160,720 sqm;
- Residential: 362,650 sqm;
- Retail: 90,000 sqm;
- Hotel: 25,000 sqm;
- Public housing: 13,665 sqm;

- Functions compatible with residential use: 20,010 sqm.

There is no doubt the whole Santa Giulia Development represents a unique opportunity for the requalification of the south-eastern area of Milan and its definitive establishment of Milan as European capital. The new neighbourhood will consist of two different zones: the north zone, which will include multi-functional urban park, office spaces, residential units and a large leisure and entertainment district. The south zone, which is almost completed and it consists in a fully-occupied residential area, the European headquarters of SKY, the Parco Trapezio (large equipped urban park) besides a shopping district and the new business centre object of this study.

Santa Giulia Masterplan



Source: Milano Santa Giulia website

The development of Santa Giulia will be distinguishable to the past price with new guidelines which promotes modern approach design and planning:

Sustainability

Milano Santa Giulia is the first urban development project in Italy to have adhered to the Leadership in Energy and Environmental Design (LEED) Neighbourhood Development protocol, which demands high standards in terms of quality of life and sustainability. The idea behind it is to represent a virtuous model for the metropolitan area of Milan and, more generally, across Italy, by creating a sustainable balance and combination of residential areas, green spaces, offices, commercial areas and venues of cultural interest.

Smart Living

The design and planning choices made for Milano Santa Giulia are focused on creating the first smart neighbourhood in Italy: smart living, mobility, economy and environment.

Green Spaces and Attractions

The development will be equipped with services for sports and leisure time. The urban park will be organized to recreate a typical local landscape including canals, pools of water, lawns, wooded areas and plantations. The presence of urban attractions such as the multifunctional arena, the cinema, the entertainment spaces and the Children's Museum enrich the district and strengthen its appeal.

Connections

Milano Santa Giulia is considered a strategic area due to its good connection with the historical centre of Milan (about 4km, 8 stops from Duomo) and easy access to all the major transportation infrastructures.

The closest train station is "Milano Rogoredo", located some 150 m from the subject property and providing access to Yellow-MM3 line of Milan Metropolitana Subway network. The station is also served by several regional and suburban lines and high-speed trains towards Bologna, Florence, Rome and Naples.

The "Linate" airport, located some 7.5 Km North-East from the subject property, is 10 minutes by car accessible from the San Donato exit of the "Tangenziale Est" (Milan ring-road) and 40 minutes by public transportation.

The accessibility by car is also excellent. In fact, in proximity to the subject property are located the highways A1 and A7 (which respectively connect Milan to Naples and Genoa) and the "Tangenziale Ovest" (ring-road). The public transportation is provided by bus lines no. 84 and 88 and a new tram line will connect the area with the future subway station M4 Forlanini.

The urban redevelopment project planned and currently underway will have a significant socio-economic impact on the whole region, in terms of overall community well-being, increasing the appeal of the area and its environmental quality. Some significant numbers describing the project are reported below.

- New residents who will be attracted to the area: 20K
- Surface of the new urban park: 380K sq.m. of which 50K sq. m already completed and designated to recreational outdoor activities
- New office spaces: 160K sq.m of which 60K already completed

- Social housing: 113K sq.m. almost all completed
- Neighbourhood shops and other commercial services: 20K + 90K sq.m.

The value of the area was also increased by land reclamation operations for a value of 80 € million, as well as infrastructure investments for 200 € million.

Besides the great socio-economic value that this innovative urban regeneration project will bring to the south-east area of Milan, there are also much more measurable values, estimated as follows:

1.2 € bn total Investment from 2016 to the completion of the project

2.5 € bn added value of production generated by the building sites

1.1 € bn value added by the regional production system

17.4K equivalent job generated

Note that the information provided in this subparagraph is taken from the Santa Giulia development website:
<http://www.milanosantagiulia.com>

Asset overview



Sky Italia is an Italian satellite television platform owned by Sky Limited was bought by Comcast Corporation in November 2018 (the owner of NBC Universal from 2011), the second-largest broadcasting and cable television company in the world by revenue. Sky Limited is Europe's largest media company and pay-tv broadcaster by revenue, with 23 million subscribers and more than 31,000 employees.

Sky Italia was founded in July 2003 by the merger of TELE+ and Stream TV. As at 30 January 2019, it counts more than 4,885,000 subscribers and 4,000 employees. In 2018, Sky Italia recorded revenues of 3 billion of Euros (+3.8% compared with 2017) and profits of about 100 million Euros. In the last few years, Sky Italia has moved the employees of Rome and Cagliari offices into the headquarters of Milan Santa Giulia.

Sky HQ is located in Via Russolo 4, in the south area of Milano Santa Giulia, and comprises three office buildings (1-2-3). Buildings 1 and 2 are spread over two basements (hosting 352 parking spaces, technical rooms and archives) and six floors above ground, while building 3 is spread over two basements (hosting 154 parking spaces, technical rooms and archives) and seven floors above ground. The whole compound – built to suit for SKY Italia S.r.l. - has been built between 2007 and 2015 and occupies a total surface of approx. 92,821 sqm GLA, benefitting from grade A standards facilities and specifications.

GLA: 92,281 sqm, fully let

Main occupiers: SKY Italia S.r.l.

Avg. rent (€/sqm p.a.): 175

Absorption time: built-to-suit for SKY Italia S.r.l.

We would comment as follows on the key strengths and weaknesses of the Property as follows.

Strengths

- The property benefits from a strategic location within Periphery BD of Milan, in immediate proximity to Rogoredo subway and railway stations and highways A1 and A7; Excellent accessibility for public and private transportations;
- Long term lease contract in place with a tenant of excellent covenant strength;
- Property benefits from Grade A building characteristics (such as raised floors, suspended ceilings, etc.);
- Open floor plan and flexible layout which can be split up per floor/block, with good provision of natural light;
- Office buildings designed in accordance to energy saving criteria and high use flexibility;
- The development scheme of Milano Santa Giulia could further improve the occupier and investor appeal of the subject macro area;
- The submarkets that performed best in terms of sqm absorbed in Q4 2018 were the Historic Centre (29%) and the Periphery (24%);

- Strong investment activity in Milan and good investment activity within subject macro area in the recent period.

Weakness and Mitigating Factors

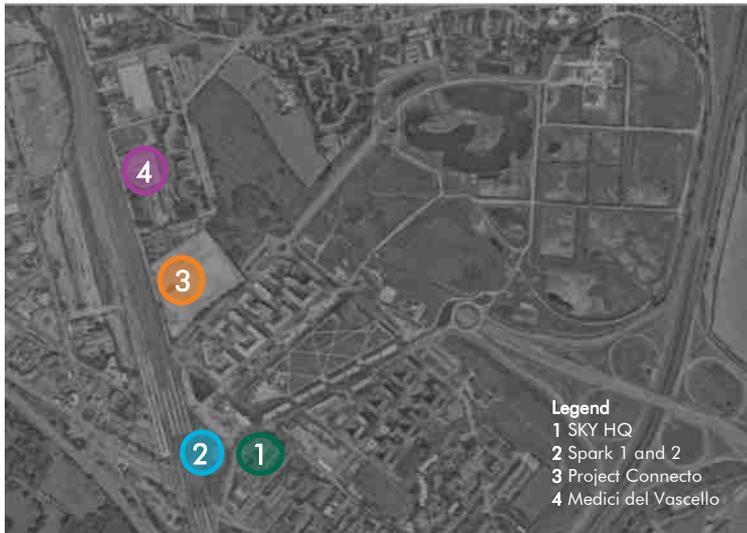
- The Property is let to a single tenant. In the event the tenant leaves, the asset would be associated with the higher re-letting risks and the area changes;
- Asset of the larger size, not in line with the current demand of the local real estate market;
- Considering that the property was constructed as per the specific activities carried out by the current occupier, the Capital expenditure may be required for the change of use of the areas used as TV Studios in order to re-let the subject property in the case the current tenant vacate the buildings;
- The future re-development activities planned for the area could cause disruption to the current occupier in the medium term;
- The development of Santa Giulia and few other projects (such as Project Connecto) would bring competition in the future years.

SKY HQ and Spark 1 and 2 office development position



Source: CBRE Research

Santa Giulia South – Key Competition



Source: CBRE elaboration

Undoubtedly, the greatest competition in the area could derive from the Spark office complex, furthermore, outside and close to Milano Santa Giulia development two office districts are foreseen.

The first one is called "Project Connecto". It will be developed on the area located in in Via Pestagalli 45 at some 650m north-west from Milano Santa Giulia. From available information, the office district would have some 46,000 of the Grade A space spread over four buildings. The project would also comprise a retail unit located on the western part of the plot. Currently, the asking rent is equal to €240 per sqm p.a. with the availability within the 36 months once letting agreement is signed. The project is part of the Fondo Toscanini managed by Generali Real Estate SPA SGR.

The second office district is named "Medici del Vascello". It is located some 1.3 Km north from Milano Santa Giulia and it is an abandoned office complex, planned to be redeveloped. At the moment, none of the aforementioned projects is under development or construction. Please find here below a brief description of main schemes within the area.

SPARK 1 and 2



The Spark project is located close to SKY headquarters and Milano Rogoredo subway and railway stations. The project comprises two office buildings named Spark 1 and Spark 2 with an area of some 25,000 sqm and 12,000 sqm, respectively. The properties would be Grade A WELL certificated. From the information disclosed on the market we understand a pre-let agreement is to be signed for the office area within Spark 1 and portion of Spark 2 property with a primary standing company. The contractual rent would be in the range of 275-295€/sqm p.a. The completion is expected for the year 2020/2021.

Project Connecto



The future complex would be developed on the area located in Via Pestagalli 45 at some 650m north-west from the subject property. From the information provided we understand that the office district would have some 46,000 of the Grade A space spread over four buildings. The current project is also comprising a retail unit located on the western part of the plot.

The asking rent is equal to €240 per sqm p.a. with the availability within the 36 months once letting agreement is signed. The project is part of the Fondo Toscanini managed by Generali Real Estate SPA SGR.

Medici del Vascello



The area of Medici del Vascello is located at some 1.3km north from the subject property. It represents abandoned office complex planned to be redeveloped. We understand that part of the buildings were acquired as part of the larger NPL deal. At the moment there is no project in place.

Detail - Recent Milan Main Developments and Pipeline

#	DEVELOPMENT	OFFICE BUILDINGS	BUILDABLE SURFACE (sqm)	GLA (sqm)	CONSTRUCTION PERIOD	OWNER/DEVELOPER	VACANCY	IMAIN OCCUPIERS	AVERAGE RENT (€)	ABSORPTION TIME	GRADE	DESCRIPTION
2	Porta Nuova	1) PNI Building	Office: 113,500 sqm Residential: 54,300 sqm Buildings	-	2009-2015	Qatar Investment Authority/ Hines	-	-	-	-	-	The Porta Nuova area is composed of three areas (Porta Nuova Isola, Porta Nuova Garibaldi and Porta Nuova Varesina), spread over 290,000 sqm and located to the north of Milan city centre, on the border of the first ring road that surrounds the central district of Milan. It benefits from an excellent accessibility thanks to the proximity to the Garibaldi and Repubblica railway and subway stations (MM2 green line, MM3 yellow line, MM5 lilac line) for 400 m. and 800 m., respectively.
		2) A-B-C Buildings	Hotel: 15,000 sqm Cultural spaces: 5,360 sqm Parking: 3,770 car spaces (public+ private) Urban Park: 90,000 sqm									
	Porta Nuova Isola	1) PNI Building	-	8,880	2011-2013	Qatar Investment Authority/ Hines	0%	Pandora, Google	400	2013-2014 (5 Quarters)	A	The PNI building is located between Via De Castella and via Confalonieri, to the north of Porta Nuova redevelopment project, close to Garibaldi and Repubblica railway and subway stations (Green line M2, Lilac line M5 and Yellow line M3).
	Porta Nuova Garibaldi	2) A-B-C Buildings	-	52,000	2009-2012	Qatar Investment Authority/ Hines	0%	Unicredit	480	Built-to-suit for Unicredit	A	Buildings A (32 floors), B (23 floors) and C (12 floors) are in the centre of Porta Nuova redevelopment project, around a circular square called Piazza Gae Aulenti. The office spaces have been built to suit for Unicredit and constructed according to grade A standards facilities and specifications.
	Porta Nuova Garibaldi	3) E1/E2 Buildings	-	10,500	2013-2016	Qatar Investment Authority/ Hines	0%	Limonj, Nike, Accenture	480	2013-2016 (14 Quarters)	A	Building E1/E2 is the physical prosscution of the square made by the buildings A, B and C. It comprises 3 levels of basement dedicated to technical rooms and storage, one ground floor occupied by retail units and four upper floors used as office spaces.
	Porta Nuova Varesina	4) 1-2-3 Buildings	-	57,000	2013-2017	Qatar Investment Authority/ Hines	0%	BNP, HSBC, Kering, Samsung Electronix	470	2013-2017 (20 Quarters)	A	Building 1 and 2 are the so called "Diamondini", the low-rise extension of building 3, which is named "Torre Diamante". Building 1 and 2 are spread over eight floors above ground and provided with technical and qualitative specifications in line with the highest international standards. Building 3 is located on the corner between Viale della Liberazione and Via Galvani. The tower is 140 meters tall, spread over 30 floors above ground.

Portello	1) Building A	-	11,741	2009-2011	Vittorio Assicurazioni S.p.A.	12%	IG Electronics, ANIA	240	2011-2013 (6 Quarters)	A	Building A is spread over 1 basement (hosting technical spaces and archives) and 10 floors above ground and has 156 car spaces.	
Portello	2) Building B	-	21,328	2009-2011	Vittorio Assicurazioni S.p.A.	0%	Vittorio Assicurazioni S.p.A.	-	Built-to-suit for Vittorio Assicurazioni S.p.A.	A	Building B is spread over 2 basements (technical rooms and archives) and 14 floors above ground and has 135 car spaces, hosting Vittorio Assicurazioni headquarters.	
Portello	3) Building C	-	9,829	2009-2011	Vittorio Assicurazioni S.p.A.	0%	A.C. Milan S.p.A.	220	2011-2015 (17 Quarters)	A	Building C is spread over 1 basement (technical spaces and archives) and 8 floors above ground, and has 134 car spaces, hosting Milan headquarters.	
Portello	4) Building M	-	1,347	2009-2011	Vittorio Assicurazioni S.p.A.	62%	Consorzio Servizi Assicurativi, ASPEVI	250	2011-2016 (22 Quarters)	A	Building M is spread over 1 basement and 1 mezzanine floor, served by 20 car spaces.	
5	Bicocca	<p>1) Viale dell'Innovazione 3</p> <p>2) Deutsche Bank HQ</p> <p>3) Via Pirelli 27</p> <p>4) U7</p> <p>5) U9</p> <p>6) Sarca 222</p> <p>7) Sarca 235</p>	-	1998-2005	Various /Pirelli RE	-	-	-	-	-	<p>The Bicocca development project comprises an area of approx. 630,000 sqm, previously occupied by Pirelli industry until 1985. The project includes office building, the University of Milano Bicocca headquarters and residential buildings. Bicocca district benefits from an excellent accessibility due to the train station "Milano Greco Pirelli" which is located at circa 1 km from the University main building, providing access to regional and suburban lines. The "Bicocca" subway station is, instead, located at circa 500 mt, providing access to Ilac line of the Milan Metropolitan subway network. The accessibility by car is also excellent thanks to the proximity of Viale Fulvio Testi (one of the most important north-south axis of Milan) and the "Tangenziale Nord" (ring-road).</p>	

Biccoca	1) Viale dell'Innovazione 3	-	36,452	2011-2013	COMVIO/ Pirelli RE	46%	Alyon S.p.A., Arrow Electronics, De Lage Landen	2011-2013 (6 Quarters)	A	Via dell'Innovazione 3 is a courtyard building composed of three portions (A-B-C). The building is spread over 2 basements (hosting some 260 parking spaces, technical rooms and archives) and 7 floors above ground.	
Biccoca	2) Deutsche Bank HQ	-	39,500	2003-2005	Deutsche Bank/ Pirelli RE	0%	Deutsche Bank	Built-to-suit for Deutsche Bank	A	Deutsche Bank headquarters is a seven-storey building double "C" shaped in plan with an internal square. Each block of the building has its own independent lobby accessible from the central square.	
Biccoca	3) Via Pirelli 27	-	29,200	1994-1996	Pirelli RE	0%	Pirelli&C. S.p.A	Built-to-suit for Pirelli&C. S.p.A.	A	Via Pirelli 27 is spread over 4 basements and 4 floors above ground and also comprises an external area of approx. 16,350 sqm and 243 parking spaces. Most of the spaces are used as offices and laboratories. In 2010 the building has been refurbished.	
Biccoca	4) U7	-	12,200	1999-2001	Private Investor/ Pirelli RE	0%	Equitalia	2000-2001 (6 Quarters)	A	The building is spread over two basements (parking spaces and technical rooms) and 9 floors above ground.	
Biccoca	5) U9	-	12,500	1999-2001	Arundi RE Europa/ Pirelli RE	0%	DeJ. Insight, Wynn, Bel Italia S.p.A.	2001-2001 (6 Quarters)	A	U9 building is spread over two basements (parking spaces and technical rooms) and 9 floors above ground.	
Biccoca	6) Sarca 222	-	7,100	2001-2003	Genexus/ Pirelli RE	50%	Prometeon Tyre Group	2016-2017 (6 Quarters)	A	Refurbished in 2005 by Boeri architect and recently modernised, Sarca 222 is located close to the subway station of Ponale Ilac line MM5. It is seven-storey building with two basements (hosting parking spaces and technical rooms), constructed around an H-shaped base and two wings connected together by a central core.	



Viale Sarca 235 has been built in 1992 by Engineer Vitore Ceretti within a plot of land comprised between Viale Sarca and Viale Fulvio Testi. The 11-storey building owned by COMA SGR has been subject to a full renovation, started in 2016 and completed in 2017, in order to provide office spaces in line with modern requirements. The building has been awarded with LEED Gold certification

Location	Building	Year	Area (sqm)	Leasehold %	Agent	Year	Area (sqm)	Leasehold %	Agent
Bicocca	7) Sarca 235	1992 - 1994	16,400	4%	Philips, Tupperware, Kelly Services, Macrobox	2015-2016 (6 Quarters)	230	A	
6 Milanofoorti Nord	1) U27	2006-2011	Office: 121,588 sqm	-	Various/ Milanofoorti 2000 S.r.l.	-	-	-	-
	2) U15		Residential: 29,786 sqm						
	3) U4		Retail: 46,346 sqm						
	4) U7		Hotel: 8,277 sqm						
	5) U9		Leisure: 11,833 sqm Urban Park: 136,000 sqm						



The Milanofoorti Nord complex lies within the Milanofoorti Nord district in Assago, to south of Milan city centre. The area is served by the green line (MM2) subway thanks to the station of "Assago Milanofoorti" which is very close to the real estate compound. The area is also easily accessible by private transportation thanks to the proximity of the highway A7 (Autostrada dei Giovi) and the "Tangenziale Ovest" (Milan ring-road). Furthermore, it is worth to mention the area to the south of Milanofoorti Nord, developed between 1976 and 1990 and called "Centro Direzionale Milanofoorti". It is located within the territory of the Assago and Rozzano municipalities, close to the intersection of "Tangenziale Ovest" (Milan ring-road) and Milan-Genoa highway. The development project comprised 1,512,000 mc for office spaces (212,000 in the Rozzano Municipality), featuring grade B standards facilities and specifications, a shopping mall of 61,500 sqm GIA and a civic arena of approx. 12,330 seats ("Mediolanum Forum"). Office buildings are occupied by several tenants such as Auchan, C-Global, Bremberg. The average rent is lower than Milanofoorti Nord and in a range of €130 - €150.



Building U27 is located in Viale del Mulino 6, in the north area of Milanofoorti. The building comprises 1 basement (mainly used as parking and technical rooms) and 7 floors above ground.



Building U15 is spread over one basement (parking spaces and technical rooms) and seven floors above ground, hosting the headquarters of Groupm S.r.l. The building is located in Via del Mulino 4. According to some market rumours, Groupm will leave the building within 2020.



Building U4 is spread over two basements (hosting parking spaces and technical rooms) and nine levels above ground, being located in via del Bosco Rimovato, in the north portion of Milanofoorti development.

MilanoFort Nord	4) U7	-	13,200	2007-2009	MilanoFort 2000 S.r.l.	11%	Air Liquide Italia S.p.A., Regus, Ipsen, Goodyear	220	2008-2009 (6 Quarters)	A	<p>U7 is a seven-story building with two basements (hosting parking spaces and technical rooms), located in Via del Bosco Rinnovato 6. It is close to the subway station of "Assago-MilanoFort" (green line MM2) and has an irregular shape in plan.</p>	
MilanoFort Nord	5) U9	-	8,000	2007-2009	MilanoFort 2000 S.r.l.	0%	Milano Tangenziali S.p.A.	Unknown	Built-to-suit for Milano Tangenziali S.p.A.		<p>Building U9 is located in Via del Bosco Rinnovato 4c, hosting the headquarters of Milano Tangenziali S.p.A. The building is spread over eight floors above ground and two basements, used as parking space and technical rooms.</p>	
7	Symbiosis	Office: 74,100 sqm Light Industrial: 14,820 sqm	-	2016-2018 (Building A-B) - on-going	COVIVO	-	-	-	-	-	<p>Symbiosis project is part of a European competition promoted by the Milan Municipality called "Smart City Lighthouse" which aims to create a new business district. The area is located to the south of Milan city centre, strategically positioned with respect to the public transport network, being the area served by: tram 24 (connecting Symbiosis area directly to Milan city centre), subway station of "Porta Romana" (yellow line MM3), "Porta Romana" railway station (providing access to urban and suburban trains) and bus lines no. 34, 95, 77 and 99. Furthermore, the area provides quick access to ring roads and highways.</p> <p>The Symbiosis project includes three different areas: Vezza d'Oglio, Orles and Adamello.</p>	
	Symbiosis		20,500	2016-2018	COVIVO	0%	Festweb	Confidential	Built-to-suit for Festweb	A	<p>Building A-B is located in the north portion of Symbiosis development (and more precisely in the Adamello area) and spread over eight floors above ground and one basement (hosting archives and 364 parking spaces). The property future: a shaped plan and is fully let to Festweb.</p>	
8	Expo Area		-	2020-2024 (expected)	Aexpo S.p.A.	-	-	-	-	-	<p>The expo area covers 1,000,000 sqm of land, north-west of the city centre of Milan, 7 Km away from the Duomo Cathedral, along the historical Sempione corridor, which runs from Milan towards the Piedmont Region and France. The site is easily accessible by public and private transportation thanks to the subway and railways station of "Rho Fiera Milano" and the A4 highway Turin-Trieste.</p> <p>The masterplan – not yet finalized – comprises 480,000 sqm of buildable surface and a linear park of 440,000 sqm and maintains the grid used over the Expo event.</p> <p>From a morphological perspective, the masterplan is composed of three districts:</p> <ol style="list-style-type: none"> The Technology District located to west, hosting offices, laboratories and start up; The Research District located to the middle of the area, hosting activities related to agriculture, pharmaceuticals and data analysis; The Innovation District located to the east, hosting activities related to finance and design. <p>Three major anchors have already committed to relocate into the area: Human Technopole, University of Milan and Galeazzi Hospital.</p>	

Office: 147,853 sqm
 Residential: 629,187 sqm
 Retail: 100,000 sqm
 Private Services: 76,000 sqm
 Light Industrial: 81,000 sqm

9 **Milanosesto**

2021-2025
 (expected) Milanosesto S.p.A.

Milanosesto is a project – not yet finalized – extending over an area of 1,000,000 sqm that will bring to construct a new city designed according to the highest standards of energy efficiency and within a green area of approximately 65 hectares (161 acres). Green spaces and connection among the buildings are cornerstones of the master plan. Milanosesto is a project that is composed of various typologies of buildings (public, private and mixed) with different uses (residential, offices, retail, hotel, industrial and recreational) for a comprehensive total of approx. 1,000,000 sqm of buildable surface. In addition, hospital facilities and services will also be located within the Project, as well as research facilities.

According to some market rumours, the City of Health and Research will host the “Istituto Nazionale dei Tumori”, the “Istituto Besta” and “Ospedale San Raffaele”, three of the most important European and Italian hospitals.



Recent Milan Minor Developments and Pipeline

#	DEVELOPMENT	OFFICE BUILDINGS	BUILDABLE SURFACE (sqm)	GLA (sqm)	CONSTRUCTION PERIOD	OWNER	DEVELOPER	VACANCY	MAIN OCCUPIERS	AVERAGE RENT (€)	ABSORPTION TIME	GRADE	DESCRIPTION
1	Gioia 22	-	-	32,300	2017-2020	Coima SGR	Coima SGR	-	-	-	-	A	 <p>Gioia 22 will be built on the site of the former INPS building in Via Melchiorre Gioia 22, close to the Porta Nuova district, thus benefiting from a good accessibility. The building, which was constructed in 1961 and has been unused since 2012, consisted of eighteen above ground floors and three basements (hosting parking spaces and technical rooms). Currently, no pre-let agreement has been signed yet.</p>
2	UnipolSai tower	-	-	33,000	2017-2021	UnipolSai	UnipolSai	-	-	-	-	A	 <p>The UnipolSai Tower, will host the Milan HQ of the Italian insurance giant. The building will have 23 above ground floors – plus 3 floors underground – to a height of nearly 120 meters. The tower will comprise amenity spaces, a major auditorium, offices and a panoramic roof garden with a space for meetings and to host public events.</p> <p>The tower has not yet received any certification.</p>
3	Centro Leoni	-	-	26,000	2003-2006	Amundi Real Estate Italia SGR	Europa Risorse	6%	Assimoco, Regus, IPC Italia	240-250	2006-2008 (8 Quarters)	A	 <p>Centro Leoni stands in a green plot of about 300,000 sqm and consists of two buildings (A and B), benefiting from flexible layout and LEED silver core & shell certification. Centro Leoni is located to the south of Milan city centre and is easily accessible by public and private transportation: the subway stations of Lodi and Komolo (yellow line MM3 and green line MM2) are 2 km and 1.5 km distance from the property, respectively, while Viale Isorzo (the external ring road of Milan) is 1.5 Km.</p>
4	Bodio Center	-	-	60,000	2001-2003	UBS	AXA	4%	Airtrique, Michelin and Anradius	240-260	2003-2007 (10 Quarters)	A	 <p>Bodio Center consists of five office buildings supported by services such as bar, restaurant and parking area. The complex borders the external ring-road of the Milan, to the north-west of the city centre. In particular, it is located close to the subway station of Mucchiari (yellow line MM3) and the A4 highway Turin-Trieste. Several buses provide access to the property such as lines 90, 92 and 2.</p>

TERMS, CONDITIONS AND PROCEDURES FOR APPLICATION FOR AND ACCEPTANCE OF THE UNITS IN SINGAPORE

Applications are invited for the subscription of the Units at the Offering Price per Unit on the terms and conditions set out below and in the printed application forms to be used for the purpose of the Offering and which forms part of the prospectus (the “**Application Forms**”) or, as the case may be, the Electronic Applications (as defined below).

Investors applying for the Units in the Offering by way of Application Forms or Electronic Applications are required to pay in Singapore dollars, the Offering Price of S\$0.88 per Unit, subject to a refund of the full amount or, as the case may be, the balance of the applications monies (in each case without interest or any share of revenue or other benefit arising therefrom) where (i) an application is rejected or accepted in part only, or (ii) if the Offering does not proceed for any reason.

- (1) The minimum initial subscription is for 1,000 Units. You may subscribe for a larger number of Units in integral multiples of 100. Your application for any other number of Units will be rejected.
- (2) You may apply for the Units only during the period commencing at 9.00 p.m. on 25 September 2019 and expiring at 12.00 noon on 30 September 2019. The Offering period may be extended or shortened to such date and/or time as the Manager may agree with the Joint Bookrunners, subject to all applicable laws and regulations and the rules of the SGX-ST.
- (3)
 - (a) Your application for the Units offered in the Public Offer (the “**Public Offer Units**”) may be made by way of the printed **WHITE** Public Offer Units Application Forms or by way of Automated Teller Machines (“**ATM**”) belonging to the Participating Banks (“**ATM Electronic Applications**”), the Internet Banking (“**IB**”) website of the relevant Participating Banks (“**Internet Electronic Applications**”) or the DBS Bank Ltd. (“**DBS Bank**”) mobile banking interface (“**mBanking Applications**”, which together with the ATM Electronic Applications and Internet Electronic Applications, shall be referred to as “**Electronic Applications**”).
 - (b) Your application for the Units offered in the Placement Tranche (the “**Placement Units**”), other than the Reserved Units, may be made by way of the printed **BLUE** Placement Units Application Forms (or in such other manner as the Joint Bookrunners may in their absolute discretion deem appropriate).
 - (c) Your application for the Reserved Units may only be made by way of the printed **PINK** Reserved Units Application Forms.
- (4) **You may not use your CPF Investible Savings (“CPF Funds”) to apply for the Units.**
- (5) **Only one application may be made for the benefit of one person for the Public Offer Units in his own name. Multiple applications for the Public Offer Units will be rejected, except in the case of applications by approved nominee companies where each application is made on behalf of a different beneficiary.**

You may not submit multiple applications for the Public Offer Units via the Public Offer Units Application Form, or Electronic Applications. A person who is submitting an

application for the Public Offer Units by way of the Public Offer Units Application Form may not submit another application for the Public Offer Units by way of Electronic Applications and vice versa.

A person, other than an approved nominee company, who is submitting an application for the Public Offer Units in his own name should not submit any other applications for the Public Offer Units, whether on a printed Application Form or by way of Electronic Application, for any other person. Such separate applications will be deemed to be multiple applications and shall be rejected.

Joint or multiple applications for the Public Offer Units shall be rejected. Persons submitting or procuring submissions of multiple applications for the Public Offer Units may be deemed to have committed an offence under the Penal Code, Chapter 224 of Singapore and the Securities and Futures Act, and such applications may be referred to the relevant authorities for investigation. Multiple applications or those appearing to be or suspected of being multiple applications (other than as provided herein) will be liable to be rejected at our discretion.

- (6) Multiple applications may be made in the case of applications by any person for (i) the Placement Units only (via Placement Units Application Forms or such other form of application as the Joint Bookrunners may in their absolute discretion deem appropriate) or (ii) the Placement Units together with a single application for the Public Offer Units.**

Multiple applications may also be made by any person entitled to apply for the Reserved Units, in respect of a single application for the Reserved Units and (i) a single application for the Public Offer Units or (ii) a single or multiple application(s) for the Placement Units (whether via the Placement Units Application Forms or in such other manner as the Joint Bookrunners may in their absolute discretion, or in consultation with the Manager, deem appropriate) or (iii) both (i) and (ii).

- (7) Applications from any person under the age of 18 years, undischarged bankrupts, sole proprietorships, partnerships, chops or non-corporate bodies, will be rejected. Applications from any joint Securities Account holders of CDP for the Public Offer Units will be rejected. Applications may be made by any joint Securities Account holders of CDP for the Placement Units.
- (8) Applications from any person whose addresses (furnished in their printed Application Forms or, in the case of Electronic Applications, contained in the records of the relevant Participating Bank, as the case may be) bear post office box numbers will be rejected. No person acting or purporting to act on behalf of a deceased person is allowed to apply under the Securities Account with CDP in the deceased's name at the time of the application.
- (9) The existence of a trust will not be recognised. Any application by a trustee or trustees must be made in his/her or their own name(s) and without qualification or, where the application is made by way of a printed Application Form by a nominee, in the name(s) of an approved nominee company or approved nominee companies after complying with paragraph 10 below.
- (10) Nominee applications may only be made by approved nominee companies.** Approved nominee companies are defined as banks, merchant banks, finance companies, insurance companies, licensed securities dealers in Singapore and nominee companies controlled by them. Applications made by nominees other than approved nominee companies will be rejected.

- (11) **If you are not an approved nominee company, you must maintain a Securities Account with CDP in your own name at the time of your application.** If you do not have an existing Securities Account with CDP in your own name at the time of application, your application will be rejected (if you apply by way of an Application Form) or you will not be able to complete your application (if you apply by way of an Electronic Application). If you have an existing Securities Account with CDP but fail to provide your CDP Securities Account number or provide an incorrect CDP Securities Account number in your Application Form or in your Electronic Application, as the case may be, your application is liable to be rejected.
- (12) Subject to paragraphs 14 to 17 below, your application is liable to be rejected if your particulars such as name, National Registration Identity Card (“**NRIC**”) or passport number or company registration number, nationality and permanent residence status, and CDP Securities Account number provided in your Application Form, or in the case of an Electronic Application, contained in the records of the relevant Participating Bank at the time of your Electronic Application, as the case may be, differ from those particulars in your Securities Account as maintained by CDP. If you have more than one individual direct Securities Account with CDP, your application shall be rejected.
- (13) **If your address as stated in the Application Form or, in the case of an Electronic Application, contained in the records of the relevant Participating Bank, as the case may be, is different from the address registered with CDP, you must inform CDP of your updated address promptly, failing which the notification letter on successful allocation from CDP will be sent to your address last registered with CDP.**
- (14) This Prospectus and its accompanying documents (including the Application Forms) have not been registered in any jurisdiction other than in Singapore. The distribution of this Prospectus and its accompanying documents (including the Application Forms) may be prohibited or restricted (either absolutely or unless various securities requirements, whether legal or administrative, are complied with) in certain jurisdictions under the relevant securities laws of those jurisdictions.

Without limiting the generality of the foregoing, neither this Prospectus and its accompanying documents (including the Application Forms) nor any copy thereof may be taken, transmitted, published or distributed, whether directly or indirectly, in whole or in part in or into the United States or any other jurisdiction (other than Singapore) and they do not constitute an offer of securities for sale into the United States or any jurisdiction in which such offer is not authorised or to any person to whom it is unlawful to make such an offer. The Units have not been and will not be registered under the Securities Act and may not be offered or sold within the United States (as defined in Regulation S) except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable state laws. The Units are only being offered and sold outside the United States (including institutional and other investors in Singapore) in offshore transactions as defined in, and in reliance on the exemption from registration provided by Regulation S. There will be no public offer of Units in the United States. Any failure to comply with this restriction may constitute a violation of securities laws in the United States and in other jurisdictions.

The Manager reserves the right to reject any application for Units where the Manager believes or has reason to believe that such applications may violate the securities laws or any applicable legal or regulatory requirements of any jurisdiction.

No person in any jurisdiction outside Singapore receiving this Prospectus or its accompanying documents (including the Application Form) may treat the same as an offer or invitation to subscribe for any Units unless such an offer or invitation could lawfully be made without compliance with any regulatory or legal requirements in those jurisdictions.

- (15) The Manager reserves the right to reject any application which does not conform strictly to the instructions or with the terms and conditions set out in this Prospectus (including the instructions set out in the accompanying Application Forms, in the ATMs and internet banking (“IB”) websites of the relevant Participating Banks and the mobile banking interface (“mBanking Interface”) of DBS Bank) or, in the case of an application by way of an Application Form, the contents of which is illegible, incomplete, incorrectly completed or which is accompanied by an improperly drawn up or improper form of remittance.
- (16) The Manager further reserves the right to treat as valid any applications not completed or submitted or effected in all respects in accordance with the instructions and terms and conditions set out in this Prospectus (including the instructions set out in the accompanying Application Forms and in the ATMs and IB websites of the relevant Participating Banks and the mBanking Interface of DBS Bank), and also to present for payment or other processes all remittances at any time after receipt and to have full access to all information relating to, or deriving from, such remittances or the processing thereof. Without prejudice to the rights of the Manager, each of the Joint Bookrunners as agents of the Manager, has been authorised to accept, for and on behalf of the Manager, such other forms of application as the Joint Bookrunners may, in consultation with the Manager, deem appropriate.
- (17) The Manager reserves the right to reject or to accept, in whole or in part, or to scale down or to ballot, any application, without assigning any reason therefor, and none of the Manager, nor any of the Joint Bookrunners will entertain any enquiry and/or correspondence on the decision of the Manager. This right applies to applications made by way of Application Forms and by way of Electronic Applications and by such other forms of application as the Joint Bookrunners may, in consultation with the Manager, deem appropriate. In deciding the basis of allocation, the Manager, in consultation with the Joint Bookrunners, will give due consideration to the desirability of allocating the Units to a reasonable number of applicants with a view to establishing an adequate market for the Units.
- (18) In the event that the Manager lodges a supplementary or replacement prospectus (“**Relevant Document**”) pursuant to the Securities and Futures Act or any applicable legislation in force from time to time prior to the close of the Offering, and the Units have not been issued, the Manager will (as required by law) at the Manager’s sole and absolute discretion either:
- (a) within two days (excluding any Saturday, Sunday or public holiday) from the date of the lodgement of the Relevant Document, give you notice in writing of how to obtain, or arrange to receive, a copy of the same and provide you with an option to withdraw your application and take all reasonable steps to make available within a reasonable period the Relevant Document to you if you have indicated that you wish to obtain, or have arranged to receive, a copy of the Relevant Document; or
 - (b) within seven days of the lodgement of the Relevant Document, give you a copy of the Relevant Document and provide you with an option to withdraw your application; or
 - (c) deem your application as withdrawn and cancelled and refund your application monies (without interest or any share of revenue or other benefit arising therefrom) to you within seven days from the lodgement of the Relevant Document.

Any applicant who wishes to exercise his option under paragraphs 18(a) and 18(b) above to withdraw his application shall, within 14 days from the date of lodgement of the Relevant Document, notify the Manager whereupon the Manager shall, within seven days from the receipt of such notification, return all monies in respect of such application (without interest or any share of revenue or other benefit arising therefrom).

In the event that the Units have already been issued at the time of the lodgement of the Relevant Document but trading has not commenced, the Manager will (as required by law) either:

- (i) within two days (excluding any Saturday, Sunday or public holiday) from the date of the lodgement of the Relevant Document, give you notice in writing of how to obtain, or arrange to receive, a copy of the same and provide you with an option to return to the Manager the Units which you do not wish to retain title in and take all reasonable steps to make available within a reasonable period the Relevant Document to you if you have indicated that you wish to obtain, or have arranged to receive, a copy of the Relevant Document; or
- (ii) within seven days from the lodgement of the Relevant Document, give you a copy of the Relevant Document and provide you with an option to return the Units which you do not wish to retain title in; or
- (iii) deem the issue as void and refund your payment for the Units (without interest or any share of revenue or other benefit arising therefrom) within seven days from the lodgement of the Relevant Document.

Any applicant who wishes to exercise his option under paragraphs 18(i) and 18(ii) above to return the Units issued to him shall, within 14 days from the date of lodgement of the Relevant Document, notify the Manager of this and return all documents, if any, purporting to be evidence of title of those Units, whereupon the Manager shall, within seven days from the receipt of such notification and documents, pay to him all monies paid by him for the Units without interest or any share of revenue or other benefit arising therefrom and at his own risk, and the Units issued to him shall be deemed to be void.

Additional terms and instructions applicable upon the lodgement of the Relevant Document, including instructions on how you can exercise the option to withdraw, may be found in such Relevant Document.

- (19) The Units may be reallocated between the Placement Tranche and the Public Offer for any reason, including in the event of excess applications in one and a deficit of applications in the other at the discretion of the Joint Bookrunners, in consultation with the Manager subject to any applicable laws.
- (20) There will not be any physical security certificates representing the Units. It is expected that CDP will send to you, at your own risk, within 15 Market Days after the close of the Offering, and subject to the submission of valid applications and payment for the Units, a statement of account stating that your Securities Account has been credited with the number of Units allocated to you. This will be the only acknowledgement of application monies received and is not an acknowledgement by the Manager. You irrevocably authorise CDP to complete and sign on your behalf as transferee or renounee any instrument of transfer and/or other documents required for the issue or transfer of the Units allocated to you. This authorisation applies to applications made both by way of Application Forms and by way of Electronic Applications.
- (21) You irrevocably authorise CDP to disclose the outcome of your application, including the number of Units allocated to you pursuant to your application, to the Manager, the Joint Bookrunners and any other parties so authorised by CDP, the Manager and/or the Joint Bookrunners.

- (22) Any reference to “you” or the “Applicant” in this section shall include an individual, a corporation, an approved nominee company and trustee applying for the Units by way of an Application Form or by way of Electronic Application or by such other manner as the Joint Bookrunners may, in their absolute discretion, deem appropriate.
- (23) By completing and delivering an Application Form and, in the case of: (i) an ATM Electronic Application, by pressing the “Enter” or “OK” or “Confirm” or “Yes” key or any other relevant key on the ATM, (ii) in the case of an Internet Electronic Application, by clicking “Submit” or “Continue” or “Yes” or “Confirm” or any other button on the IB website screen, or (iii) in the case of an mBanking Application, by transmitting “Submit” or “Continue” or “Yes” or “Confirm” or any other icon via the mBanking Interface of DBS Bank in accordance with the provisions herein, you:
- (a) irrevocably agree and undertake to purchase the number of Units specified in your application (or such smaller number for which the application is accepted) at the Offering Price and agree that you will accept such number of Units as may be allocated to you, in each case on the terms of, and subject to the conditions set out in, the Prospectus and its accompanying documents (including the Application Forms) and the Trust Deed;
 - (b) agree that, in the event of any inconsistency between the terms and conditions for application set out in this Prospectus and its accompanying documents (including the Application Form) and those set out in the IB websites and ATMs of the relevant Participating Banks or the mBanking Interface of DBS Bank, the terms and conditions set out in this Prospectus and its accompanying documents (including the Application Forms) shall prevail;
 - (c) in the case of an application by way of a Public Offer Units Application Form or an Electronic Application, agree that the Offering Price for the Public Offer Units applied for is due and payable to the Manager upon application;
 - (d) in the case of an application by way of a Placement Units Application Form or such other forms of application as the Joint Bookrunners may in their absolute discretion deem appropriate, agree that the Offering Price for the Placement Units applied for is due and payable to the Manager upon application;
 - (e) warrant the truth and accuracy of the information contained, and representations and declarations made, in your application, and acknowledge and agree that such information, representations and declarations will be relied on by the Manager in determining whether to accept your application and/or whether to allocate any Units to you;
 - (f) (i) consent to the collection, use, processing and disclosure of your name, NRIC/passport number or company registration number, address, nationality, permanent resident status, Securities Account number, unit application amount and application details, the outcome of your application (including the number of Offering Units allocated to you pursuant to your application) and other personal data (“**Personal Data**”) by the Unit Registrar, CDP, SGX-ST, the Participating Banks, the CPF Agent Banks, the CPF Board the Manager, the Sponsor, the Trustee, the Joint Bookrunners and/or other authorised operators (the “**Relevant Parties**”) for the purpose of the processing of your application for the Offering Units, and in order for the Relevant Parties to comply with any applicable laws, listing rules, regulations and/or guidelines (collectively, the “**Purposes**”) and warrant that such Personal Data is true, accurate and correct, (ii) warrant that where you, as an approved nominee company, disclose the Personal Data of the beneficial owner(s) to the Relevant Parties, you have obtained the prior consent of such beneficial owner(s) for the collection, use, processing and disclosure by the Relevant Parties of the Personal Data of such beneficial owner(s) for

the Purposes, (iii) agree that the Relevant Parties may do anything or disclose any Personal Data or matters without notice to you if the Joint Bookrunners considers them to be required or desirable in respect of any applicable policy, law, regulation, government entity, regulatory authority or similar body, and (iv) agree that you will indemnify the Relevant Parties in respect of any penalties, liabilities, claims, demands, losses and damages as a result of your breach of warranties. You also agree that the Relevant Parties shall be entitled to enforce this indemnity (collectively, the “**Personal Data Privacy Terms**”);

(g) agree and warrant that, if the laws of any jurisdictions outside Singapore are applicable to your application, you have complied with all such laws and none of the Manager nor any of the Joint Bookrunners will infringe any such laws as a result of the acceptance of your application;

(h) agree and confirm that you are outside the United States; and

(i) understand that the Units have not been and will not be registered under the Securities Act or the securities laws of any state of the United States and may not be offered or sold in the United States except pursuant to an exemption from or in a transaction not subject to the registration requirements of the Securities Act and applicable state securities laws. There will be no public offer of the Units in the United States. Any failure to comply with this restriction may constitute a violation of the United States securities laws.

(24) Acceptance of applications will be conditional upon, among others, the Manager being satisfied that:

(a) permission has been granted by the SGX-ST to deal in and for the quotation of (i) all Units comprised in the Offering, (ii) all the LLT Sub-Trust Units, (iii) all the Cornerstone Units, (iv) all the Units which will be issued to the Manager from time to time in full or part payment of the Manager’s fees (including the IPO Acquisition Fee Units), (v) all the Units which will be issued to any of the Property Managers or their nominee from time to time in full or part payment of the Property Managers’ respective fees, and (vi) all the Units which will be issued to any of the Asset Managers or their nominee from time to time in full or part payment of the Asset Managers’ respective fees;

(b) the Underwriting Agreement, referred to in the section on “Plan of Distribution” in this Prospectus, has become unconditional and has not been terminated; and

(c) the Authority has not served a stop order which directs that no or no further Units to which this Prospectus relates be allotted or issued (“**Stop Order**”). The Securities and Futures Act provides that the Authority shall not serve a Stop Order if all the Units have been issued, sold, and listed for quotation on the SGX-ST and trading in them has commenced.

(25) In the event that a Stop Order in respect of the Units is served by the Authority or other competent authority, and:

(a) the Units have not been issued (as required by law), all applications shall be deemed to be withdrawn and cancelled and the Manager shall refund the application monies (without interest or any share of revenue or other benefit arising therefrom) to you within 14 days of the date of the Stop Order; or

- (b) if the Units have already been issued but trading has not commenced, the issue will (as required by law) be deemed void and the Manager shall refund your payment for the Units (without interest or any share of revenue or other benefit arising therefrom) to you within 14 days from the date of the Stop Order.

This shall not apply where only an interim Stop Order has been served.

- (26) In the event that an interim Stop Order in respect of the Units is served by the Authority or other competent authority, no Units shall be issued to you until the Authority revokes the interim Stop Order. The Authority is not able to serve a Stop Order in respect of the Units if the Units have been issued and listed on the SGX-ST and trading in them has commenced.
- (27) Additional terms and conditions for applications by way of Application Forms are set out in the section “Additional Terms and Conditions for Applications using Printed Application Forms” on pages G-8 to G-11 of this Prospectus.
- (28) Additional terms and conditions for applications by way of Electronic Applications are set out in the section “Additional Terms and Conditions for Electronic Applications” on pages G-13 to G-18 of this Prospectus.
- (29) All payments in respect of any application for Public Offer Units, and all refunds where (a) an application is rejected or accepted in part only or (b) the Offering does not proceed for any reason, shall be made in Singapore dollars.
- (30) All payments in respect of any application for Placement Units, and all refunds where (a) an application is rejected or accepted in part only or (b) the Offering does not proceed for any reason, shall be made in Singapore dollars.
- (31) All payments in respect of any application for Reserved Units, and all refunds where (a) an application is rejected or accepted in part only, or (b) the Offering does not proceed for any reason, shall be made in Singapore dollars.
- (32) All refunds where (a) an application is rejected or accepted in part only or (b) the Offering does not proceed for any reason, shall be made in Singapore dollars.
- (33) No application will be held in reserve.
- (34) This Prospectus is dated 25 September 2019. No Units shall be allotted or allocated on the basis of this Prospectus later than 12 months after the date of this Prospectus.

Additional Terms and Conditions for Applications using Printed Application Forms

Applications by way of an Application Form shall be made on, and subject to the terms and conditions of this Prospectus, including but not limited to the terms and conditions set out below, as well as those set out under the section entitled “Terms, Conditions and Procedures for Application for and Acceptance of the Units in Singapore” on pages G-1 to G-26 of this Prospectus and the Trust Deed.

- (1) Applications for the Public Offer Units must be made using the printed **WHITE** Public Offer Units Application Forms and printed **WHITE** official envelopes “**A**” and “**B**”, accompanying and forming part of this Prospectus.

Applications for the Placement Units, other than the Reserved Units, must be made using the printed **BLUE** Placement Units Application Forms (or in such manner as the Joint Bookrunners may in their absolute discretion deem appropriate), accompanying and forming part of this Prospectus.

Application for the Reserved Units must be made using the printed **PINK** Reserved Units application Forms, accompany and forming part of this Prospectus.

Without prejudice to the rights of the Manager and the Joint Bookrunners, the Joint Bookrunners, as agents of the Manager, have been authorised to accept, for and on behalf of the Manager, such other forms of application, as the Joint Bookrunners may (in consultation with the Manager) deem appropriate.

Your attention is drawn to the detailed instructions contained in the Application Forms and this Prospectus for the completion of the Application Forms, which must be carefully followed. **The Manager reserves the right to reject applications which do not conform strictly to the instructions set out in the Application Forms and this Prospectus (or, in the case of applications for the Placement Units, followed) which are illegible, incomplete, incorrectly completed or which are accompanied by improperly drawn remittances or improper form of remittances.**

- (2) You must complete your Application Forms in English. Please type or write clearly in ink using **BLOCK LETTERS**.
- (3) You must complete all spaces in your Application Forms except those under the heading "FOR OFFICIAL USE ONLY" and you must write the words "**NOT APPLICABLE**" or "**N.A.**" in any space that is not applicable.
- (4) Individuals, corporations, approved nominee companies and trustees must give their names in full. If you are an individual, you must make your application using your full name as it appears on your NRIC (if you have such an identification document) or in your passport and, in the case of a corporation, in your full name as registered with a competent authority. If you are not an individual, you must complete the Application Form under the hand of an official who must state the name and capacity in which he signs the Application Form. If you are a corporation completing the Application Form, you are required to affix your common seal (if any) in accordance with your Memorandum and Articles of Association or equivalent constitutive documents of the corporation. If you are a corporate applicant and your application is successful, a copy of your Memorandum and Articles of Association or equivalent constitutive documents must be lodged with Lendlease Global REIT's Unit Registrar. The Manager reserves the right to require you to produce documentary proof of identification for verification purposes.
- (5)
 - (a) You must complete Sections A and B and sign page 1 of the Application Form.
 - (b) You are required to delete either paragraph 7(c) or 7(d) on page 1 of the Application Form. Where paragraph 7(c) is deleted, you must also complete Section C of the Application Form with particulars of the beneficial owner(s).
 - (c) If you fail to make the required declaration in paragraph 7(c) or 7(d), as the case may be, on page 1 of the Application Form, your application is liable to be rejected.
- (6) You (whether an individual or corporate applicant, whether incorporated or unincorporated and wherever incorporated or constituted) will be required to declare whether you are a citizen or permanent resident of Singapore or a corporation in which citizens or permanent residents of Singapore or any body corporate constituted under any statute of Singapore

have an interest in the aggregate of more than 50 per cent. of the issued share capital of or interests in such corporation. If you are an approved nominee company, you are required to declare whether the beneficial owner of the Units is a citizen or permanent resident of Singapore or a corporation, whether incorporated or unincorporated and wherever incorporated or constituted, in which citizens or permanent residents of Singapore or any body corporate incorporated or constituted under any statute of Singapore have an interest in the aggregate of more than 50 per cent. of the issued share capital of or interests in such corporation.

- (7) You may apply and make payment for your application for the Units in Singapore currency using only cash. Each application must be accompanied by a cash remittance in Singapore currency for the full amount payable in Singapore dollars of the Offering Price, in respect of the number of Units applied for. The remittance must be in the form of a **BANKER'S DRAFT** or **CASHIER'S ORDER** drawn on a bank in Singapore, made out in favour of "**LREIT UNIT ISSUE ACCOUNT**" crossed "**A/C PAYEE ONLY**" with your name, CDP Securities Account number and address written clearly on the reverse side. Applications not accompanied by any payment or accompanied by any other form of payment will not be accepted. No combined Banker's Draft or Cashier's Order for different CDP Securities Accounts shall be accepted. Remittances bearing "**NOT TRANSFERABLE**" or "**NON-TRANSFERABLE**" crossings will be rejected.

No acknowledgement of receipt will be issued for applications and application monies received.

- (8) Monies paid in respect of unsuccessful applications are expected to be returned (without interest or any share of revenue or other benefit arising therefrom) to you by ordinary post, in the event of oversubscription for the Units, within 24 hours of the balloting (or such shorter period as the SGX-ST may require), at your own risk. Where your application is rejected or accepted or in part only, the full amount or the balance of the application monies, as the case may be, will be refunded (without interest or any share of revenue or other benefit arising therefrom) to you by ordinary post at your own risk within 14 Market Days after the close of the Offering, PROVIDED THAT the remittance accompanying such application which has been presented for payment or other processes has been honoured and the application monies received in the designated unit issue account. If the Offering does not proceed for any reason, the full amount of application monies (without interest or any share of revenue or other benefit arising therefrom) will be returned to you within three Market Days after the Offering is discontinued.
- (9) Capitalised terms used in the Application Forms and defined in this Prospectus shall bear the meanings assigned to them in this Prospectus.
- (10) By completing and delivering the Application Forms, you agree that:
- (a) in consideration of the Manager having distributed the Application Form to you and by completing and delivering the Application Form before the close of the Offering:
 - (i) your application is irrevocable;
 - (ii) your remittance will be honoured on first presentation and that any monies returnable may be held pending clearance of your payment without interest or any share of revenue or other benefit arising therefrom; and
 - (iii) you represent and agree that you are located outside the United States (within the meaning of Regulation S);

- (b) all applications, acceptances or contracts resulting therefrom under the Offering shall be governed by and construed in accordance with the laws of Singapore and that you irrevocably submit to the non-exclusive jurisdiction of the Singapore courts;
- (c) in respect of the Units for which your application has been received and not rejected, acceptance of your application shall be constituted by written notification by or on behalf of the Manager and not otherwise, notwithstanding any remittance being presented for payment by or on behalf of the Manager;
- (d) you will not be entitled to exercise any remedy of rescission for misrepresentation at any time after acceptance of your application;
- (e) reliance is placed solely on information contained in this Prospectus and that none of the Manager, the Sponsor, the Trustee, the Joint Bookrunners or any other person involved in the Offering shall have any liability for any information not contained therein;
- (f) you accept and agree to the Personal Data Privacy Terms set out in this Prospectus;
- (g) for the purpose of facilitating your application, you consent to the collection, use, processing and disclosure, by or on behalf of the Manager, of your name, NRIC/passport number or company registration number, address, nationality, permanent resident status, CDP Securities Account number, Unit application amount and application details and other personal data (the "Relevant Particulars") to the Relevant Parties; and
- (h) you irrevocably agree and undertake to purchase the number of Units applied for as stated in the Application Form or any smaller number of such Units that may be allocated to you in respect of your application. In the event that the Manager decides to allocate any smaller number of Units or not to allocate any Units to you, you agree to accept such decision as final.

Procedures Relating to Applications for the Public Offer Units by Way of Printed Application Forms

- (1) Your application for the Public Offer Units by way of printed Application Forms must be made using the **WHITE** Public Offer Units Application Forms and **WHITE** official envelopes "**A**" and "**B**".
- (2) You must:
 - (a) enclose the **WHITE** Public Offer Units Application Form, duly completed and signed, together with correct remittance for the full amount payable at the Offering Price in Singapore currency in accordance with the terms and conditions of this Prospectus and its accompanying documents, in the **WHITE** official envelope "**A**" provided;
 - (i) write your name and address;
 - (ii) state the number of Public Offer Units applied for; and
 - (iii) tick the relevant box to indicate form of payment;
 - (b) **SEAL THE WHITE OFFICIAL ENVELOPE "A"**;

- (c) write, in the special box provided on the larger **WHITE** official envelope “**B**” addressed to Boardroom Corporate & Advisory Services Pte. Ltd., 50 Raffles Place #32-01, Singapore Land Tower, Singapore 048623, the number of Public Offer Units you have applied for;
 - (d) insert the **WHITE** official envelope “**A**” into the **WHITE** official envelope “**B**” and seal the **WHITE OFFICIAL ENVELOPE “B”**; and
 - (e) affix adequate Singapore postage on the **WHITE** official envelope “**B**” (if dispatching by ordinary post) and thereafter **DESPATCH BY ORDINARY POST OR DELIVER BY HAND** the documents at your own risk to Boardroom Corporate & Advisory Services Pte. Ltd., 50 Raffles Place #32-01, Singapore Land Tower, Singapore 048623, so as to arrive by 12.00 noon on 30 September 2019 or such other date(s) and time(s) as the Manager may agree with the Joint Bookrunners. **Courier services or Registered Post must NOT be used.**
- (3) Applications that are illegible, incomplete or incorrectly completed or accompanied by improperly drawn remittances or which are not honoured upon their first presentation are liable to be rejected. Except for application for the Placement Units where remittance is permitted to be submitted separately, applications for the Public Offer Units not accompanied by any payment or any other form of payment will not be accepted.
 - (4) **ONLY ONE APPLICATION** should be enclosed in each envelope. No acknowledgement of receipt will be issued for any application or remittance received.

Procedures Relating to Applications for the Placement Units (other than the Reserved Units) by Way of Printed Application Forms

- (1) Your application for the Placement Units (other than the Reserved Units) by way of printed Application Forms must be made using the **BLUE** Placement Units Application Forms.
- (2) The completed and signed **BLUE** Placement Units Application Form and your remittance, in accordance with the terms and conditions of this Prospectus, for the full amount payable at the Offering Price, as the case may be, for each Unit in respect of the number of Placement Units applied for, with your name, CDP Securities Account number and address clearly written on the reverse side, must be enclosed and sealed in an envelope to be provided by you. Your application for Placement Units must be delivered to Boardroom Corporate & Advisory Services Pte. Ltd., 50 Raffles Place #32-01, Singapore Land Tower, Singapore 048623, so as to arrive by 12 noon on 30 September 2019 or such other date(s) and time(s) as the Manager may agree with the Joint Bookrunners. **Courier services or Registered Post must NOT be used.**
- (3) Applications that are illegible, incomplete or incorrectly completed or accompanied by improperly drawn remittances or which are not honoured upon their first presentation are liable to be rejected.
- (4) **ONLY ONE APPLICATION** should be enclosed in each envelope. No acknowledgement of receipt will be issued for any application or remittance received.

Procedures Relating to Applications for the Reserved Units by Way of Printed Application Forms

- (1) Your application for the Reserved Units by way of printed Application Forms must be made using the **PINK** Reserved Units Application Form.

- (2) The completed and signed **PINK** Reserved Units Application Form and your remittance, in accordance with the terms and conditions of this Prospectus, in Singapore currency for the full amount payable at the Offering Price for each Unit in respect of the number of Reserved Units applied for, with your name, CDP Securities Account number and address clearly written on the reverse side, must be enclosed and sealed in an envelope to be provided by you. Your application for the Reserved Units must be delivered to Boardroom Corporate & Advisory Services Pte. Ltd., 50 Raffles Place #32-01, Singapore Land Tower, Singapore 048623, so as to arrive by 12 noon on 30 September 2019 or such other date(s) and time(s) as the Manager may agree with the Joint Bookrunners. **Courier services or Registered Post must NOT be used.**
- (3) Applications that are illegible, incomplete or incorrectly completed or accompanied by improperly drawn remittances or which are not honoured upon their first presentation are liable to be rejected.
- (4) **ONLY ONE APPLICATION** should be enclosed in each envelope. No acknowledgement of receipt will be issued for any application or remittance received.

Additional Terms and Conditions for Electronic Applications

Electronic Applications shall be made on and subject to the terms and conditions of this Prospectus, including but not limited to the terms and conditions set out below and those under the section “Terms, Conditions and Procedures for Application for and Acceptance of the Units in Singapore” on pages G-1 to G-26 of this Prospectus, as well as the Trust Deed.

- (1) The procedures for Electronic Applications are set out on the ATM screens of the relevant Participating Banks (in the case of ATM Electronic Applications), the IB website screens of the relevant Participating Banks (in the case of Internet Electronic Applications) and the mBanking Interface of DBS Bank (in the case of mBanking Applications). DBS Bank is the only Participating Bank through which mBanking Applications may be made.
- (2) For illustration purposes, the procedures for Electronic Applications for Public Offer Units through ATMs, the IB website and the mBanking Interface of DBS Bank (together the “**Steps**”) are set out in pages G-19 to G-26 of this Prospectus. The Steps set out the actions that you must take at ATMs, the IB website or the mBanking Interface of DBS Bank to complete an Electronic Application. The actions that you must take at the ATMs or the IB websites of the other Participating Banks are set out on the ATM screens, the IB website screens of the respective Participating Banks. Please read carefully the terms and conditions of this Prospectus and its accompanying documents (including the Application Form), the Steps and the terms and conditions for Electronic Applications set out below before making an Electronic Application.
- (3) Any reference to “you” or the “Applicant” in these Additional Terms and Conditions for Electronic Applications and the Steps shall refer to you making an application for Public Offer Units through an ATM of one of the relevant Participating Banks, the IB website of a relevant Participating Bank or the mBanking Interface of DBS Bank.
- (4) If you are making an ATM Electronic Application:
 - (a) You must have an existing bank account with and be an ATM cardholder of one of the Participating Banks. An ATM card issued by one Participating Bank cannot be used to apply for Public Offer Units at an ATM belonging to other Participating Banks.
 - (b) You must ensure that you enter your own CDP Securities Account number when using the ATM card issued to you in your own name. If you fail to use your own ATM card or do not key in your own CDP Securities Account number, your application will be

rejected. If you operate a joint bank account with any of the Participating Banks, you must ensure that you enter your own CDP Securities Account number when using the ATM card issued to you in your own name. Using your own CDP Securities Account number with an ATM card which is not issued to you in your own name will render your Electronic Application liable to be rejected.

- (c) Upon the completion of your ATM Electronic Application, you will receive an ATM transaction slip ("**Transaction Record**"), confirming the details of your ATM Electronic Application. The Transaction Record is for your retention and should not be submitted with any printed Application Form.
- (5) If you are making an Internet Electronic Application or an mBanking Application:
- (a) You must have an existing bank account with, and a User Identification ("**User ID**") as well as a Personal Identification Number ("**PIN**") given by, the relevant Participating Bank.
 - (b) You must ensure that the mailing address of your account selected for the application is in Singapore and you must declare that the application is being made in Singapore. Otherwise, your application is liable to be rejected. In connection with this, you will be asked to declare that you are in Singapore at the time you make the application.
 - (c) Upon the completion of your Internet Electronic Application through the IB website of the relevant Participating Bank or the mBanking Interface of DBS Bank, there will be an on-screen confirmation ("**Confirmation Screen**") of the application which can be printed out or screen captured by you for your record. This printed record or screen capture of the Confirmation Screen is for your retention and should not be submitted with any printed Application Form.
- (6) In connection with your Electronic Application for Public Offer Units, you are required to confirm statements to the following effect in the course of activating the Electronic Application:
- (a) that you have received a copy of the Prospectus (in the case of Electronic Applications) and have read, understood and agreed to all the terms and conditions of application for the Public Offer Units and the Prospectus prior to effecting the Electronic Application and agree to be bound by the same;
 - (b) you accept and agree to the Personal Data Privacy Terms set out in this Prospectus;
 - (c) for the purpose of facilitating your application, you consent to the collection, use, processing and disclosure, by or on behalf of the Manager, of your Relevant Particulars to the Relevant Parties; and
 - (d) where you are applying for the Public Offer Units, that this is your only application for the Public Offer Units and it is made in your name and at your own risk.

Your application will not be successfully completed and cannot be recorded as a completed transaction unless you press the "Enter" or "OK" or "Confirm" or "Yes" or any other relevant key in the ATM or click "Confirm" or "OK" or "Submit" or "Continue" or "Yes" or any other relevant button on the website screen or the mBanking Interface. By doing so, you shall be treated as signifying your confirmation of each of the four statements above. In respect of statement 6(b) above, your confirmation, by pressing the "Enter" or "OK" or "Confirm" or "Yes" or any other relevant key in the ATM or clicking "Confirm" or "OK" or "Submit" or "Continue" or "Yes" or any other relevant button, shall signify and shall be treated as your

written permission, given in accordance with the relevant laws of Singapore, including Section 47(2) of the Banking Act, Chapter 19 of Singapore, to the disclosure by that Participating Bank of the Relevant Particulars of your account(s) with that Participating Bank to the Relevant Parties.

By making an Electronic Application you confirm that you are not applying for the Public Offer Units as a nominee of any other person and that any Electronic Application that you make is the only application made by you as the beneficial owner. You shall make only one Electronic Application for the Public Offer Units and shall not make any other application for the Public Offer Units whether at the ATMs of any Participating Bank, the IB websites of the relevant Participating Banks or the mBanking Interface of DBS Bank or on the Application Forms. Where you have made an application for the Public Offer Units on an Application Form, you shall not make an Electronic Application for the Public Offer Units and vice versa.

- (7) You must have sufficient funds in your bank account with your Participating Bank at the time you make your ATM Electronic Application, Internet Electronic Application or mBanking Application, failing which such Electronic Application will not be completed. Any Electronic Application which does not conform strictly to the instructions set out in this Prospectus or on the screens of the ATMs or on the IB website of the relevant Participating Bank or the mBanking Interface of DBS Bank, as the case may be, through which your Electronic Application is being made shall be rejected.
- (8) You may apply and make payment for your application for the Public Offer Units in Singapore currency through any ATM or IB website of your Participating Bank or the mBanking Interface of DBS Bank (as the case may be) by authorising your Participating Bank to deduct the full amount payable from your bank account(s) with such Participating Bank.
- (9) You irrevocably agree and undertake to subscribe for and to accept the number of Public Offer Units applied for as stated on the Transaction Record or the Confirmation Screen or any lesser number of such Public Offer Units that may be allocated to you in respect of your Electronic Application. In the event that the Manager decides to allocate any lesser number of such Public Offer Units or not to allocate any Public Offer Units to you, you agree to accept such decision as final. If your Electronic Application is successful, your confirmation (by your action of pressing the "Enter" or "OK" or "Confirm" or "Yes" or any other relevant key in the ATM or clicking "Confirm" or "OK" or "Submit" or "Continue" or "Yes" or any other relevant button on the Internet screen or the mBanking Interface of DBS Bank) of the number of Public Offer Units applied for shall signify and shall be treated as your acceptance of the number of Public Offer Units that may be allocated to you and your agreement to be bound by the Trust Deed.
- (10) The Manager will not keep any application in reserve. Where your Electronic Application is unsuccessful, the full amount of the application monies will be returned (without interest or any share of revenue or other benefit arising therefrom) to you by being automatically credited to your account with your Participating Bank, within 24 hours of the balloting (or such shorter period as the SGX-ST may require) provided that the remittance in respect of such application which has been presented for payment or other processes has been honoured and the application monies received in the designated unit issue account.

Where your Electronic Application is accepted or rejected in full or in part only, the balance of the application monies, as the case may be, will be returned (without interest or any share of revenue or other benefit arising therefrom) to you by being automatically credited to your account with your Participating Bank, within 14 Market Days after the close of the Offering provided that the remittance in respect of such application which has been presented for payment or other processes has been honoured and the application monies received in the designated unit issue account.

If the Offering does not proceed for any reason, the full amount of application monies (without interest or any share of revenue or other benefit arising therefrom) will be returned to you within three Market Days after the Offering is discontinued.

Responsibility for timely refund of application monies (whether from unsuccessful or partially successful Electronic Applications or otherwise) lies solely with the respective Participating Banks. Therefore, you are strongly advised to consult your Participating Bank as to the status of your Electronic Application and/or the refund of any money to you from an unsuccessful or partially successful Electronic Application, to determine the exact number of Public Offer Units, if any, allocated to you before trading the Units on the SGX-ST. None of the SGX-ST, CDP, the Participating Banks, the Manager, the Joint Bookrunners assume any responsibility for any loss that may be incurred as a result of you having to cover any net sell positions or from buy-in procedures activated by the SGX-ST.

- (11) If your Electronic Application is unsuccessful, no notification will be sent by the relevant Participating Bank.
- (12) Applicants who make ATM Electronic Applications through the ATMs of the following Participating Banks may check the provisional results of their ATM Electronic Applications as follows:

Bank	Telephone	Other Channels	Operating Hours	Service expected from
DBS Bank Ltd. (including POSB) ("DBS Bank")	1800 339 6666 (for POSB account holders) 1800 111 1111 (for DBS account holders)	Internet Banking http://www.dbs.com ⁽¹⁾	24 hours a day	Evening of the balloting day
Oversea-Chinese Banking Corporation Limited ("OCBC")	1800 363 3333	Phone Banking/ATM/ Internet Banking http://www.ocbc.com ⁽²⁾	24 hours a day	Evening of the balloting day
United Overseas Bank Limited ("UOB")	1800 222 2121	ATM (Other Transactions "IPO Enquiry")/ Internet Banking http://www.uobgroup.com ⁽³⁾	24 hours a day	Evening of the balloting day

Notes:

- (1) Applicants who have made Internet Electronic Applications through the IB websites of DBS Bank or mBanking Applications through the mBanking Interface of DBS Bank may also check the results of their applications through the same channels listed in the table above in relation to ATM Electronic Applications made at the ATMs of DBS Bank.
- (2) Applicants who have made Electronic Application through the ATMs of OCBC may check the results of their applications through OCBC Personal Internet Banking, OCBC ATMs or OCBC Phone Banking services.
- (3) Applicants who have made Electronic Application through the ATMs or the IB website of the UOB Group may check the results of their applications through UOB Personal Internet Banking, UOB ATMs or UOB Phone Banking services.

- (13) ATM Electronic Applications shall close at 12.00 noon on 30 September 2019 or such other date(s) and time(s) as the Manager may agree with the Joint Bookrunners. All Internet Electronic Applications and mBanking Applications must be received by 12.00 noon on 30 September 2019, or such other date(s) and time(s) as the Manager may agree with the Joint Bookrunners. Internet Electronic Applications and mBanking Applications are deemed to be received when they enter the designated information system of the relevant Participating Bank.
- (14) You are deemed to have irrevocably requested and authorised the Manager to:
- (a) register the Public Offer Units allocated to you in the name of CDP for deposit into your Securities Account;
 - (b) return or refund (without interest or any share of revenue earned or other benefit arising therefrom) the application monies, should your Electronic Application be rejected or if the Offering does not proceed for any reason, by automatically crediting your bank account with your Participating Bank, with the relevant amount within 24 hours after balloting (or such shorter period as the SGX-ST may require), or within three Market Days if the Offering does not proceed for any reason, after the close or discontinuation (as the case may be) of the Offering, PROVIDED THAT the remittance in respect of such application which has been presented for payment or such other processes has been honoured and application monies received in the designated unit issue account; and
 - (c) return or refund (without interest or any share of revenue or other benefit arising therefrom) the balance of the application monies, should your Electronic Application be rejected or accepted in part only, by automatically crediting your bank account with your Participating Bank, at your risk, with the relevant amount within 14 Market Days after the close of the Offering, PROVIDED THAT the remittance in respect of such application which has been presented for payment or such other processes has been honoured and application monies received in the designated unit issue account.
- (15) You irrevocably agree and acknowledge that your Electronic Application is subject to risks of electrical, electronic, technical and computer-related faults and breakdown, fires, acts of God and other events beyond the control of the Participating Banks, the Manager, the Joint Bookrunners, and if, in any such event the Manager, the Joint Bookrunners, and/or the relevant Participating Bank do not receive your Electronic Application, or any data relating to your Electronic Application or the tape or any other devices containing such data is lost, corrupted or not otherwise accessible, whether wholly or partially for whatever reason, you shall be deemed not to have made an Electronic Application and you shall have no claim whatsoever against the Manager, the Joint Bookrunners and/or the relevant Participating Bank for any Public Offer Units applied for or for any compensation, loss or damage.
- (16) The existence of a trust will not be recognised. Any Electronic Application by a trustee must be made in his own name and without qualification. The Manager shall reject any application by any person acting as nominee (other than approved nominee companies).
- (17) All your particulars in the records of your Participating Bank at the time you make your Electronic Application shall be deemed to be true and correct and your Participating Bank and the Relevant Parties shall be entitled to rely on the accuracy thereof. If there has been any change in your particulars after making your Electronic Application, you must promptly notify your Participating Bank.

- (18) You should ensure that your personal particulars as recorded by both CDP and the relevant Participating Bank are correct and identical, otherwise, your Electronic Application is liable to be rejected. You should promptly inform CDP of any change in address, failing which the notification letter on successful allocation will be sent to your address last registered with CDP.
- (19) By making and completing an Electronic Application, you are deemed to have agreed that:
- (a) in consideration of the Manager making available the Electronic Application facility, through the Participating Banks acting as agents of the Manager, at the ATMs and Internet Banking websites of the relevant Participating Banks and the mBanking Interface of DBS Bank:
 - (i) your Electronic Application is irrevocable;
 - (ii) your Electronic Application, the acceptance by the Manager and the contract resulting therefrom under the Public Offer shall be governed by and construed in accordance with the laws of Singapore and you irrevocably submit to the non-exclusive jurisdiction of the Singapore courts; and
 - (iii) you represent and agree that you are not located in the United States (within the meaning of Regulations S);
 - (b) none of CDP, the Manager, the Joint Bookrunners, the Participating Banks shall be liable for any delays, failures or inaccuracies in the recording, storage or in the transmission or delivery of data relating to your Electronic Application to the Manager, or CDP or the SGX-ST due to breakdowns or failure of transmission, delivery or communication facilities or any risks referred to in paragraph 15 above or to any cause beyond their respective controls;
 - (c) in respect of the Public Offer Units for which your Electronic Application has been successfully completed and not rejected, acceptance of your Electronic Application shall be constituted by written notification by or on behalf of the Manager and not otherwise, notwithstanding any payment received by or on behalf of the Manager;
 - (d) you will not be entitled to exercise any remedy for rescission for misrepresentation at any time after acceptance of your application;
 - (e) reliance is placed solely on information contained in this Prospectus and that none of the Manager, the Sponsor, the Trustee, the Joint Bookrunners or any other person involved in the Offering shall have any liability for any information not contained therein; and
 - (f) you irrevocably agree and undertake to subscribe for the number of Public Offer Units applied for as stated in your Electronic Application or any smaller number of such Public Offer Units that may be allocated to you in respect of your Electronic Application. In the event the Manager decides to allocate any smaller number of such Public Offer Units or not to allocate any Public Offer Units to you, you agree to accept such decision as final.

Steps for ATM Electronic Applications for Public Offer Units through ATMs of DBS (including POSB ATMs)

Instructions for ATM Electronic Applications will appear on the ATM screens of the respective Participating Bank. For illustration purposes, two possible versions of the steps for making an ATM Electronic Application through DBS Bank or POSB ATMs (set out as “DBS ATM Electronic Application Version A” and “DBS ATM Electronic Application Version B”) are shown below. Certain words appearing on the screen are in abbreviated form (“A/C”, “amt”, “appln”, “&”, “I/C”, “No.”, “SGX” and “Max” refer to “Account”, “amount”, “application”, “and”, “NRIC”, “Number”, “SGX-ST” and “Maximum”, respectively). Instructions for ATM Electronic Applications on the ATM screens of Participating Banks (other than DBS (including POSB)), may differ slightly from those represented below.

DBS ATM Electronic Application Version A:

- Step 1: Insert your personal DBS Bank or POSB ATM Card.
- 2: Enter your Personal Identification Number.
- 3: Select “MORE SERVICES”.
- 4: Select language (for customers using multi-language card).
- 5: Select “ESA-IPO/RIGHTS APPLN/BONDS/SGS/INVESTMENTS”.
- 6: Select “ELECTRONIC SECURITY APPLN (IPOS/BOND/SECURITIES)”.
- 7: Read and understand the following statements which will appear on the screen:
 - (IN THE CASE OF A SECURITIES OFFERING THAT REQUIRES A PROSPECTUS/OFFER INFORMATION STATEMENT/PROFILE STATEMENT/SIMPLIFIED DISCLOSURE DOCUMENT AND/OR PRODUCT HIGHLIGHTS SHEET TO BE LODGED WITH AND/OR REGISTERED BY, THE MONETARY AUTHORITY OF SINGAPORE OR, AS THE CASE MAY BE, THE RELEVANT SECURITIES EXCHANGE AND/OR TO BE ANNOUNCED OR DISSEMINATED TO THE SECURITIES MARKET OPERATED BY THE RELEVANT SECURITIES EXCHANGE) THE OFFER OF SECURITIES WILL BE MADE IN OR ACCOMPANIED BY A COPY OF THE PROSPECTUS/OFFER INFORMATION STATEMENT/PROFILE STATEMENT/SIMPLIFIED DISCLOSURE DOCUMENT AND/OR PRODUCT HIGHLIGHTS SHEET (AS SUPPLEMENTED OR REPLACED, IF APPLICABLE) WHICH CAN BE OBTAINED DIRECTLY FROM OUR INTERNET BANKING WEBSITE, THE ISSUE MANAGER(S)/MANAGER(S) FOR THE OFFER, OR IF APPLICABLE, DBS/POSB BRANCHES IN SINGAPORE AND THE VARIOUS PARTICIPATING BANKS DURING BANKING HOURS, SUBJECT TO AVAILABILITY.

- A COPY OF THE PROSPECTUS/OFFER INFORMATION STATEMENT/ PROFILE STATEMENT/SIMPLIFIED DISCLOSURE DOCUMENT AND/OR PRODUCT HIGHLIGHTS SHEET (AS SUPPLEMENTED OR REPLACED, IF APPLICABLE) HAS BEEN LODGED WITH/AND OR REGISTERED BY THE MONETARY AUTHORITY OF SINGAPORE OR, AS THE CASE MAY BE, THE RELEVANT SECURITIES EXCHANGE AND IS MADE AVAILABLE ON OUR INTERNET BANKING WEBSITE (IF APPLICABLE) AS ANNOUNCED OR DISSEMINATED TO THE SECURITIES MARKET OPERATED BY THE RELEVANT SECURITIES EXCHANGE AND NEITHER THE MONETARY AUTHORITY OF SINGAPORE NOR THE RELEVANT SECURITIES EXCHANGE TAKES ANY RESPONSIBILITY FOR ANY OF THE CONTENTS CONTAINED IN THESE DOCUMENTS.
- (IN THE CASE OF A SECURITIES OFFERING THAT DOES NOT REQUIRE A PROSPECTUS/OFFER INFORMATION STATEMENT/PROFILE STATEMENT/ SIMPLIFIED DISCLOSURE DOCUMENT AND/OR PRODUCT HIGHLIGHTS SHEET TO BE LODGED WITH AND/OR REGISTERED BY, THE MONETARY AUTHORITY OF SINGAPORE OR, AS THE CASE MAY BE, THE RELEVANT SECURITIES EXCHANGE AND/OR TO BE ANNOUNCED OR DISSEMINATED TO THE SECURITIES MARKET OPERATED BY THE RELEVANT SECURITIES EXCHANGE), THE OFFER OF SECURITIES MAY BE MADE IN A NOTICE PUBLISHED IN A NEWSPAPER AND/OR CIRCULAR/DOCUMENT DISTRIBUTED TO SECURITY HOLDERS. ANYONE WISHING TO ACQUIRE SUCH SECURITIES SHOULD READ THE NOTICE/CIRCULAR/DOCUMENT BEFORE SUBMITTING HIS/HER APPLICATION IN THE MANNER SET FORTH THEREIN.
- ALL INVESTMENTS IN SECURITIES CARRIES RISKS AND BY AGREEING TO SUBSCRIBE FOR THESE SECURITIES, YOU UNDERSTAND AND ACKNOWLEDGE THAT YOU ARE RESPONSIBLE FOR YOUR OWN INVESTMENT DECISION AND ARE WILLING TO ASSUME ALL THE RISKS ASSOCIATED WITH INVESTING IN SUCH SECURITIES, INCLUDING THE RISK THAT YOU MAY LOSE ALL OR PART OF YOUR INVESTMENT. YOU SHOULD READ THE APPLICABLE DOCUMENTS AS LISTED ABOVE BEFORE SUBMITTING YOUR APPLICATION IN THE MANNER SET FORTH THEREIN.

PRESS THE “ENTER” KEY TO CONFIRM THAT YOU HAVE READ AND UNDERSTOOD.

8: Select “LREIT” to display details.

9: Press the “ENTER” key to acknowledge:

- FOR THE PURPOSES OF FACILITATING YOUR APPLICATION, YOU CONSENT TO THE BANK COLLECTING YOUR NAME, NRIC/PASSPORT NUMBER, ADDRESS, NATIONALITY, CDP SECURITIES ACCOUNT NUMBER, CPF INVESTMENT ACCOUNT NUMBER, APPLICATION DETAILS AND OTHER PERSONAL DATA AND DISCLOSING THE SAME FROM OUR RECORDS TO REGISTRARS OF SECURITIES OF THE ISSUER, SGX, CDP, CPF AND THE ISSUER/VENDOR(S) AND ISSUE MANAGER(S).
- THIS APPLICATION IS MADE IN YOUR OWN NAME AND AT YOUR OWN RISK.
- FOR FIXED AND MAX PRICE SECURITIES APPLICATION, THIS IS YOUR ONLY APPLICATION AND IS MADE IN YOUR OWN NAME.

- THE MAXIMUM PRICE FOR EACH SECURITY IS PAYABLE IN FULL ON APPLICATION AND SUBJECT TO REFUND IF THE FINAL PRICE IS LOWER.
- FOR TENDER PRICE SECURITIES APPLICATION, THIS IS YOUR ONLY APPLICATION AT THE SELECTED TENDER PRICE AND IS MADE IN YOUR OWN NAME.
- YOU ARE NOT A US PERSON AS REFERRED TO IN (WHERE APPLICABLE) THE PROSPECTUS/OFFER INFORMATION STATEMENT/PROFILE STATEMENT/SIMPLIFIED DISCLOSURE DOCUMENT/PRODUCT HIGHLIGHTS SHEET, REPLACEMENT OR SUPPLEMENTARY PROSPECTUS/PROFILE STATEMENT/SIMPLIFIED DISCLOSURE DOCUMENT AND/OR NOTICE/CIRCULAR.
- THERE MAY BE A LIMIT ON THE MAXIMUM NUMBER OF SECURITIES THAT YOU CAN APPLY FOR. SUBJECT TO AVAILABILITY, YOU MAY BE ALLOTTED/ALLOCATED A SMALLER NUMBER OF SECURITIES THAN YOU APPLIED FOR.

10: Select your nationality.

11: Select the DBS Bank account (Autosave/Current/Savings/Savings Plus) or the POSB account (Current/Savings) from which to debit your application monies.

12: Enter the number of securities you wish to apply for using cash.

13: Enter or confirm (if your CDP Securities Account number has already been stored in DBS's records) your own 12-digit CDP Securities Account number (Note: This step will be omitted automatically if your Securities Account Number has already been stored in DBS's records).

14: Check the details of your securities application, your CDP Securities Account number, number of securities and application amount on the screen and press the "ENTER" key to confirm your application.

15: Remove the Transaction Record for your reference and retention only.

DBS ATM Electronic Application Version B:

Step 1: Insert your personal DBS Bank or POSB ATM Card.

2: Enter your Personal Identification Number.

3: Select "MORE SERVICES".

4: Select language (for customers using multi-language card).

5: Select "ESA-IPO/RIGHTS APPLN/BONDS/SGS/INVESTMENTS".

6: Select "ELECTRONIC SECURITY APPLN (IPOS/BOND/SECURITIES)".

7: Read and understand the following statements which will appear on the screen:

INVESTORS TO TAKE NOTE:

- ALL INVESTMENTS COME WITH RISK, INCLUDING THE RISK THAT YOU MAY LOSE ALL OR PART OF YOUR INVESTMENT.
- YOU ARE RESPONSIBLE FOR YOUR OWN INVESTMENT DECISIONS.
- YOU SHOULD READ THE OFFER DOCUMENTS* (AS APPLICABLE) BEFORE MAKING THE APPLICATION TO SUBSCRIBE FOR THE SECURITIES.
- * OFFER DOCUMENTS REFER TO PROSPECTUS, OFFER INFORMATION STATEMENT AND/OR PRODUCT HIGHLIGHTS SHEET.
- YOU AGREE THAT THIS TRANSACTION IS ENTERED INTO TOTALLY ON YOUR OWN ACCORD AND AT YOUR OWN RISK. THE AVAILABILITY OF THIS APPLICATION SERVICE SHALL NOT BE CONSTRUED AS A RECOMMENDATION OR ADVICE FROM DBS/POSB TO ENTER INTO THIS TRANSACTION. YOU MAY WISH TO SEEK PRIOR ADVICE FROM A QUALIFIED ADVISER AS TO THE TRANSACTION SUITABILITY.
- WHERE APPLICABLE, THE OFFER DOCUMENTS* HAVE BEEN LODGED/ REGISTERED WITH THE MONETARY AUTHORITY OF SINGAPORE AND/OR THE RELEVANT SECURITIES EXCHANGE WHICH ASSUMES NO RESPONSIBILITY FOR ITS CONTENTS.
- WHERE APPLICABLE, A COPY OF THE OFFER DOCUMENTS* AND/OR SUPPLEMENTARY OR REPLACEMENT PROSPECTUS/DOCUMENT CAN BE OBTAINED FROM OUR INTERNET BANKING WEBSITE, THE ISSUER MANAGER(S), DBS/POSB BRANCHES IN SINGAPORE AND THE PARTICIPATING BANKS DURING BANKING HOURS, SUBJECT TO AVAILABILITY.
- WHERE APPLICABLE, THE OFFER MAY BE MADE IN A NOTICE PUBLISHED IN NEWSPAPER AND/OR CIRCULAR/DOCUMENT DISTRIBUTED TO SECURITY HOLDERS. IF YOU WISH TO ACQUIRE SUCH SECURITIES, YOU SHOULD READ THE NOTICE/CIRCULAR/DOCUMENT BEFORE SUBMITTING YOUR APPLICATION AS PRESCRIBED.
- YOU HAVE READ, UNDERSTOOD AND AGREED TO ALL TERMS IN THE OFFER DOCUMENTS*.

8: Select "LREIT" to display details.

9: Press the "ENTER" key to acknowledge:

- FOR PURPOSE OF FACILITATING YOUR APPLICATION, YOU CONSENT TO THE BANK COLLECTING AND USING YOUR NAME, NRIC/PASSPORT NUMBER, ADDRESS, NATIONALITY, SECURITIES A/C NUMBER, APPLICATION DETAILS AND PERSONAL DATA AND DISCLOSING THE SAME TO SHARE REGISTRARS, CDP, SGX-ST AND ISSUERS/VENDORS/ MANAGERS.

- FOR FIXED AND MAXIMUM PRICE SECURITIES APPLICATION, THIS IS YOUR ONLY APPLICATION AND IS MADE IN YOUR OWN NAME.
- THE MAXIMUM PRICE FOR EACH SECURITY IS PAYABLE IN FULL ON APPLICATION AND SUBJECT TO REFUND IF THE FINAL PRICE IS LOWER.
- FOR TENDER PRICE SECURITIES APPLICATION, THIS IS YOUR ONLY APPLICATION AT THE SELECTED TENDER PRICE AND IS MADE IN YOUR OWN NAME.
- YOU ARE NOT A US PERSON AS REFERRED TO IN (WHERE APPLICABLE) THE OFFER DOCUMENTS*.
- THERE MAY BE A LIMIT ON THE MAXIMUM NUMBER OF SECURITIES THAT YOU CAN APPLY FOR. SUBJECT TO AVAILABILITY, YOU MAY BE ALLOTTED/ ALLOCATED A SMALLER NUMBER OF SECURITIES THAN YOU APPLIED FOR.

- 10: Select your nationality.
- 11: Select the DBS Bank account (Autosave/Current/Savings/Savings Plus) or the POSB account (Current/Savings) from which to debit your application monies.
- 12: Enter the number of securities you wish to apply for using cash.
- 13: Enter or confirm (if your CDP Securities Account number has already been stored in DBS's records) your own 12-digit CDP Securities Account number (Note: This step will be omitted automatically if your Securities Account Number has already been stored in DBS's records).
- 14: Check the details of your securities application, your CDP Securities Account number, number of securities and application amount on the screen and press the "ENTER" key to confirm your application.
- 15: Remove the Transaction Record for your reference and retention only.

Steps for Internet Electronic Application for Public Offer Units through the IB Website of DBS Bank

For illustrative purposes, the steps for making an Internet Electronic Application through the DBS IB website are shown below. Certain words appearing on the screen are in abbreviated form ("A/C", "&", "amt", "I/C" and "No." refer to "Account", "and", "Amount", "NRIC" and "Number", respectively).

- Step 1: Click on DBS website (www.dbs.com).
- 2: Login to Internet banking.
- 3: Enter your User ID and PIN.
- 4: Enter your DBS iB Secure PIN.
- 5: Under "Invest" on the top navigation, select "Electronic Security Application (ESA)".

- 6: Click “Yes” to proceed and to warrant, among others, that you are currently in Singapore, you have observed and complied with all applicable laws and regulations and that your mailing address for DBS Internet Banking is in Singapore and that you are not a US person (as such term is derived in Regulation S under the United States Securities Act of 1933, amended). Click “Next” to proceed.
- 7: Select your country of residence and click “Next”.
- 8: Click on “LREIT” and click “Next”.
- 9: Click on “Next” to confirm, among others:
 - You have read, understood and agreed to all terms of this application set out in Prospectus/Simplified Disclosure Document/Profile Statement and/or Product Highlights Sheet and if applicable, the Supplementary or Replacement Prospectus/ Simplified Disclosure Document/Profile Statement and/or Product Highlights Sheet.
 - For the purposes of facilitating your application, you consent to the Bank collecting and using your name, I/C or Passport No., address, nationality, CDP Securities A/c No., CPF Investment A/c No., securities application amount application details and other personal data and disclosing the same from the Bank’s records to registrars of securities, SGX, CDP, CPF Board, the issuer/vendor(s) and issue manager(s).
 - You are not a US person (as such term is defined in Regulation S under the United States Securities Act of 1933, as amended).
 - You understand that the securities mentioned herein have not been and will not be registered under the United States Securities Act of 1933, as amended (the “**US Securities Act**”) or the securities laws of any state of the United States and may not be offered or sold in the United States or to, or for the account or benefit of any “US person” (as defined in Regulation S under the U.S. Securities Act) except pursuant to an exemption from or in a transaction not subject to, the registration requirements of the U.S. Securities Act and applicable state securities laws. There will be no public offer of the securities mentioned herein the United States. Any failure to comply with this restriction may constitute a violation of the United States securities laws.
 - This application is made in your own name and at your own risk.
 - For FIXED/MAX price securities application, this is your only application. For TENDER price securities application, this is your only application at the selected tender price.
 - For FOREIGN CURRENCY securities, subject to the terms of the issue, please note the following: the application monies will be debited from your bank account in S\$, based on the Bank’s prevailing board rates at the time of application. Any refund monies will be credited in S\$ based on the Bank’s prevailing board rates at the time of refund. The different prevailing board rates at the time of application and the time of refund of application monies may result in either a foreign exchange profit or loss or application monies may be debited and refund credited in S\$ at the same exchange rate.
 - For 1ST-COME-1ST-SERVE securities, the number of securities applied for may be reduced, subject to availability at the point of application.

- 10: Fill in details for securities application and click “Next”.
- 11: Check the details of your securities application, your CDP Securities A/C No. and click “Confirm” to confirm your application.
- 12: Print the Confirmation Screen (optional) for your reference and retention only.

Steps for mBanking Applications for Public Offer Units through the mBanking Interface of DBS Bank

For illustrative purposes, the steps for making an mBanking Application are shown below. Certain words appearing on the screen are in abbreviated form (“A/C”, “&”, “amt”, “I/C”, “SGX” and “No.” refer to “Account”, “and”, “Amount”, “NRIC”, “SGX-ST” and “Number”, respectively).

- Step 1: Click on DBS Bank mBanking application using your User ID and PIN.
- 2: Select “Invest”.
 - 3: Select “Electronic Shares Applications (ESA)”.
 - 4: Select “Yes” to proceed and to warrant, among others, that you are currently in Singapore, you have observed and complied with all applicable laws and regulations and that your mailing address for DBS Internet Banking is in Singapore and that you are not a US person (as such term is defined in Regulation S under the United States Securities Act of 1933, as amended).
 - 5: Select your country of residence.
 - 6: Select “LREIT”
 - 7: Select “I Agree” to confirm, among others:
 - You have read, understood and agreed to all terms of this application and the Prospectus/Offer Information Statement/Document/Profile Statement/Simplified Disclosure Document/Product Highlights Sheet and if applicable, the Supplementary or Replacement Prospectus/Offer Information Statement/Document/Profile Statement/Simplified Disclosure Document and/or applicable notice/circular.
 - For purposes of facilitating your application, you consent to the bank collecting and using your name, I/C or Passport No., address, nationality, CDP Securities A/c No., CPF Investment A/c No., securities application amount application details and other personal data and disclosing the same from the Bank’s records to registrars of securities, SGX, CDP, CPF Board, the issuer/vendor(s) and issue manager(s).
 - You are not a US person (as such term is defined in Regulation S under the United States Securities Act of 1933, as amended).

- You understand that the securities mentioned herein have not been and will not be registered under the United States Securities Act or the securities laws of any state of the United States and may not be offered or sold in the United States or to, or for the account or benefit of, any “US person” (as defined in Regulation S under the US Securities Act) except pursuant to an exemption from or in a transaction not subject to, the registration requirements of the U.S. Securities Act and applicable state securities laws. There will be no public offer of the securities mentioned herein the United States. Any failure to comply with this restriction may constitute a violation of the United States securities laws.
 - This application is made in your own name and at your own risk.
 - For FIXED/MAX price securities application, this is your only application. For TENDER price securities application, this is your only application at the selected tender price.
 - FOR FOREIGN CURRENCY Securities, subject to the terms of the issue, please note the following: the application monies will be debited from your bank account in S\$, based on the Bank’s prevailing board rates at the time of application. Any refund monies will be credited in S\$ based on the Bank’s prevailing board rates at the time of refund. The different prevailing board rates at the time of application and the time of refund of application monies may result in either a foreign exchange profit or loss or application monies may be debited and refund credited in S\$ at the same exchange rate.
 - FOR 1ST-COME-1ST-SERVE securities, the number of securities applied for may be reduced, subject to availability at the point of application.
- 8: Fill in details for securities application and click “Next”.
- 9: Check the details of your securities application, your CDP Securities A/C No. and click “Confirm” to confirm your application.
- 10: Where applicable, capture Confirmation Screen (optional) for your reference and retention only.

LIST OF PRESENT AND PAST PRINCIPAL DIRECTORSHIPS OF DIRECTORS AND EXECUTIVE OFFICERS

(A) Directors of the Manager

(1) Mr Anthony Peter Lombardo

Current Directorships

Lendlease Asia Holdings Pte. Ltd.
 Lendlease Aurum 1 Asset Management Pte. Ltd.
 Lendlease Aurum 1 Property Pte. Ltd.
 Lendlease Aurum 2 Property Pte. Ltd.
 Lendlease Aurum Asset Management Pte. Ltd.
 Lendlease Aurum Property Holdings Pte. Ltd.
 Lendlease Global Commercial (AU) Pte. Ltd.
 Lendlease Global Commercial (IT) Pte. Ltd.
 Lendlease Global Commercial (SG) Pte. Ltd.
 Lendlease Global Commercial Trust Management Pte. Ltd.
 Lendlease IMT (Armada) Pty Limited
 Lendlease IMT (GCAT) Pty Limited
 Lendlease IMT (Menai Marketplace) Pty Limited
 Lendlease IMT (Northgate) Pty Limited
 Lendlease IMT (Settlement City) Pty Limited
 Lendlease IMT (Southlands Boulevard) Pty Limited
 Lendlease International Asia Holdings Pty Limited
 Lendlease Investment Management Pte. Ltd.
 Lendlease LQ Residential 1 JR Pte. Ltd.
 Lendlease LQ Residential 1 Pte. Ltd.
 Lendlease LQ Residential 2 JR Pte. Ltd.
 Lendlease LQ Residential 2 Pte. Ltd.
 Lendlease LQ Residential 3 JR Pte. Ltd.
 Lendlease LQ Residential 3 Pte. Ltd.
 Lendlease LQ Retail Pte. Ltd.
 Lendlease Proptech Investments Pte. Ltd.
 Lendlease R&H Holdings JR Pte. Ltd.
 Lendlease R&H Holdings Pte. Ltd.
 Lendlease Senior Living Property Company Pte. Ltd.
 Lendlease Sunbird Pty Limited
 Lendlease TRX Hotel Pte. Ltd.
 LQ Residential 1 Sdn. Bhd.
 LQ Residential 2 Sdn. Bhd.
 LQ Residential 3 Sdn. Bhd.
 LQ Retail Sdn. Bhd.
 Sunbird Wings Pty Limited
 Toridage Pty Ltd

Past Directorships (for a period of five years preceding the Latest Practicable Date)

Lendlease Asian Retail Investment Fund 1 Limited
 Lendlease Asian Retail Investment Fund 2 Limited
 Lendlease Asian Retail Investment Fund 3 Limited
 Lendlease Asian Retail Investment Fund 4 Limited
 Lendlease Asian Retail Investment Fund 5 Limited
 Lendlease China Investment Pte. Ltd.
 Lendlease Finance Limited
 Lendlease Sustainability Solutions Pty Limited
 Milano Holdings JV Ltd
 Roma Holdings JV Ltd
 Verona Holdings JV Ltd

(2) Dr Tsui Kai Chong

Current Directorships

Intellectual Property Office of Singapore
Lendlease Global Commercial Trust
Management Pte. Ltd.

**Past Directorships (for a period of
five years preceding the Latest
Practicable Date)**

IP Academy
Keppel Land Limited
National Council of Social Services

(3) Mr Simon John Perrott

Current Directorships

AIN Pty Ltd
Baybright Pty. Ltd.
Lendlease Global Commercial Trust
Management Pte. Ltd.
Lendlease Real Estate Investments Limited
Perrott Properties Pty. Ltd.
Retirement Benefit Fund Pty Limited
The Wayside Chapel

**Past Directorships (for a period of
five years preceding the Latest
Practicable Date)**

Australian Cancer Research Foundation
CIMB Capital Markets (Australia)
Pty Ltd
DMC1 Limited
DUET Company Limited
DUET Investment Holdings Limited
Lendlease Funds Management Limited
Makape Properties Pty. Ltd.
Personal Capital Corporation Pty Ltd
TC Advisors Australia Advisory
Services Limited
TC Advisors Australia Holdings
Pty Limited

(4) Mrs Lee Ai Ming

Current Directorships

Keppel Telecommunications &
Transportation Ltd
Lendlease Global Commercial Trust
Management Pte. Ltd.

**Past Directorships (for a period of
five years preceding the Latest
Practicable Date)**

Addvison Pte Ltd
Agri-Food & Veterinary Authority of
Singapore
Hwa Tat Lee Holdings Limited (now
known as HTL International Holdings
Pte. Ltd.)
Keppel Land Limited
Rodyk & Davidson LLP (now known as
Dentons Rodyk & Davidson LLP)
(Partner)
Visodand Pte. Ltd.

(5) Ms Ng Hsueh Ling

Current Directorships

Lendlease Asian Retail Investment Fund 1 Limited
Lendlease Asian Retail Investment Fund 2 Limited
Lendlease Asian Retail Investment Fund 3 Limited
Lendlease Asian Retail Investment Fund 4 Limited
Lendlease Asian Retail Investment Fund 5 Limited
Lendlease Global Commercial (AU) Pte. Ltd.
Lendlease Global Commercial (IT) Pte. Ltd.
Lendlease Global Commercial (SG) Pte. Ltd.
Lendlease Global Commercial Trust Management Pte. Ltd.
Lendlease Investment Management Pte. Ltd.
Lendlease Retail Pte. Ltd.
Lendlease Singapore Holdings Pty Limited
Lendlease Singapore Pte. Ltd.
LL Investment Holdings Ltd
LL JV Ltd
Milano Holdings JV Ltd
Prime Asset Holdings Limited
Quintique Investment Pte Ltd
Roma Holdings JV Ltd
Singapore Hokkien Huay Kuan
Space Lab Holding Pte. Ltd.
Space Lab One Pte. Ltd.
Triple Eight Investment Holdings Limited
Triple Eight JV Ltd
Verona Holdings JV Ltd

Past Directorships (for a period of five years preceding the Latest Practicable Date)

Bergen Residential Development Pte. Ltd.
Bergen Residential Holdings Pte. Ltd.
Bergen Residential Investment Pte. Ltd.
BFC Development Limited Liability Partnership
Central Boulevard Development Pte. Ltd.
Keppel REIT (Australia) Pte. Ltd.
Keppel REIT (Bermuda) Ltd
Keppel REIT Fin. Company Pte. Ltd.
Keppel REIT Management Limited
Keppel REIT MTN Pte. Ltd.
Lendlease Windmill Commercial Pte. Ltd.
Lendlease Windmill Residential Pte. Ltd.
Mirvac (Old Treasury) Pty Limited
Mirvac 8 Chifley Pty Limited
Ocean Properties LLP (Representative of Management Committee and Manager)
One Raffles Quay Pte. Ltd.
Schagen Commercial Development Pte. Ltd.
Schagen Commercial Holdings Pte. Ltd.
Schagen Commercial Investment Pte. Ltd.
Singapore Dance Theatre Limited

(B) Executive Officers of the Manager

(1) Mr Kelvin Chow Chung Yip

Current Directorships

Lendlease Global Commercial (AU) Pte. Ltd.
Lendlease Global Commercial (IT) Pte. Ltd.
Lendlease Global Commercial (SG) Pte. Ltd.

Past Directorships (for a period of five years preceding the Latest Practicable Date)

APIC Investment Holdings Limited
CDR Investments Ltd
CDR JV Ltd
CDR Ltd
GR Ltd
Greenhill Resources Sdn Bhd
Keppel REIT (Australia) Pte. Ltd.
Keppel REIT (S) Ltd
Keppel REIT Fin. Company Pte. Ltd.
Keppel REIT MTN Pte. Ltd.
Lendlease Commercial Investments Pte. Ltd.
Lendlease Investment Management Pte. Ltd.
Lendlease Retail Investments 1 Pte. Ltd.
Lendlease Retail Investments 3 Pte. Ltd.
LL Investment Holdings Ltd
LL JV Ltd
Milano Central Holdings Ltd
Milano Central Pte. Ltd. Ocean Properties LLP (Management Representative)
Prime Asset Holdings Limited
Quintique Investment Pte Ltd
Roma Central Holdings Ltd
Roma Central Pte. Ltd.
Triple Eight Investment Holdings Limited
Triple Eight JV Limited
Verona Central Holdings Ltd
Verona Central Pte. Ltd.

(2) Mr Liaw Liang Huat Joshua

Current Directorships

—

Past Directorships (for a period of five years preceding the Latest Practicable Date)

Lendlease Commercial Investments Pte. Ltd.
Lendlease Retail Investments 1 Pte. Ltd.
Lendlease Retail Investments 3 Pte. Ltd.
Lendlease Retail Pte. Ltd.
Lendlease Singapore Pte. Ltd.

(3) Ms Chew Ying Li, Julia

Current directorships

–

Past Directorships (for a period of five years preceding the Latest Practicable Date)

–

(4) Mr Mark Louis Yong Zhi Peng

Current Directorships

–

Past Directorships (for a period of five years preceding the Latest Practicable Date)

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AIFMD DISCLOSURES

*This **Appendix I** should be read by any prospective investor domiciled, or with a registered office, in a member state of the European Economic Area (“**EEA**”). The Manager is due to offer Units that are anticipated to be marketed in certain member states of the EEA.*

*Lendlease Global Commercial REIT (“**Lendlease Global REIT**”) will be an “alternative investment fund” (“**AIF**”), as defined in the Alternative Investment Fund Managers Directive 2011/61/EU of the European Parliament and of the European Council (the “**AIFMD**”). Lendlease Global Commercial Trust Management Pte. Ltd. (the “**Manager**”) is considered the “alternative investment fund manager” of Lendlease Global REIT (the “**AIFM**”), as defined in the AIFMD.*

No.	Nature of disclosure	Disclosure
Article 23(1)(a)		
1.	Any restrictions on the use of collateral and asset reuse arrangements.	<p>Pursuant to paragraph 9.1 of the Property Funds Appendix, Lendlease Global REIT may mortgage its assets to secure borrowings which are used for investment or redemption purposes.</p> <p>In connection with such collateral, the assets are given in security only and are appropriated to the satisfaction of payment of the borrowings by Lendlease Global REIT to the relevant chargees/mortgagees, and not by way of transfer of title or possession of the assets to such chargees/mortgagees (as opposed to, for example, a prime broker to whom securities are pledged and who can use them for securities lending purposes).</p>
Article 23(1)(c)		
2.	Information on the existence or absence of any legal instruments providing for the recognition and enforcement of judgements in the territory where the AIF is established.	There is no single legal regime in Singapore governing the recognition and enforcement of foreign judgements in Singapore. Rather, under Singapore law, there exists common law, and statute mechanisms for the recognition and enforcement of foreign judgements in Singapore. Each of these is subject to its own procedures and qualifications and whether a judgement given in a foreign court will be enforced in Singapore must be considered in light of the relevant factors in each case, including the applicable regime, the specific jurisdiction where such judgement was given and whether the requirements for recognition and enforcement of the foreign judgement have been satisfied

No.	Nature of disclosure	Disclosure
Article 23(1)(e)		
3.	A description of how the AIFM complies with the requirements (professional negligence) relating to professional liability risk.	<p>The Manager is required to satisfy the base capital requirement of S\$1.0 million for its regulated activity of REIT management as per the Securities and Futures (Financial and Margin Requirements for Holders of Capital Markets Services Licences) Regulations, Chapter 289 Regulation 13 of Singapore. The issued share capital of the Manager is S\$1.0 million.</p> <p>In addition, the Manager maintains professional indemnity insurance coverage for the liability of its directors and officers.</p>
Article 23(1)(g)		
4.	A description of the AIF's valuation procedure and of the pricing methodology for valuing assets.	<p>Paragraph 8.1 of the Property Funds Appendix requires Lendlease Global REIT to conduct a full valuation of its real estate assets at least once per financial year, in accordance with any applicable code of practice for such valuations. Generally, where the Manager proposes to issue new Units (except in the case where new Units are being issued in payment of the Manager's Management Fees) or to redeem existing Units, a valuation of the real properties held by Lendlease Global REIT must be carried out in accordance with the Property Funds Appendix. The Manager or the Trustee may at any other time arrange for the valuation of any of the real properties held by Lendlease Global REIT if it is of the opinion that it is in the best interest of Unitholders to do so.</p> <p>Lendlease Global REIT engages independent professional valuers with the appropriate professional qualifications and experience in the location and category of the real estate assets being valued.</p> <p>Lendlease Global REIT's real estate assets are stated at fair value, with changes in fair values being recognised in the statement of comprehensive income. The Lendlease Global REIT group engages independent professional valuers with the appropriate professional qualifications and experience in the location and category of the real estate assets being valued to determine the fair value of its real estate assets. The fair value of the Lendlease Global REIT group's real estate assets (including those held through its associates and joint ventures) is determined by independent real estate valuation experts using approved valuation methodologies. In determining the fair value of Lendlease Global REIT's real estate assets, the valuers have used valuation methods which involve estimates and discount rates applicable to those real estate assets.</p>
Article 23(1)(j)		
5.	A description of how the AIFM ensures fair treatment of investors.	No unfair or preferential treatment is afforded to any Unitholder. Under the Trust Deed, every Unit carries the same voting rights. Lendlease Global REIT has only issued one class of Units, and as a result will treat all Unitholders equally.

LENDDLEASE GLOBAL COMMERCIAL REIT

MANAGER

Lendlease Global Commercial Trust Management Pte. Ltd.

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SPONSOR

Lendlease Corporation Limited

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JOINT GLOBAL COORDINATORS, BOOKRUNNERS AND UNDERWRITERS

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TRUSTEE

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and the Joint Bookrunners
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Singapore 048581

INDEPENDENT TAX ADVISER

Ernst & Young Solutions LLP
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Level 18
Singapore 048583

UNIT REGISTRAR AND UNIT TRANSFER OFFICE

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

INDEPENDENT VALUERS

INDEPENDENT VALUERS FOR THE SINGAPORE PROPERTY

Valuer to the Trustee

**Colliers International Consultancy &
Valuation (Singapore) Pte. Ltd.**
12 Marina View
#19-02, Asia Square Tower 2
Singapore 018961

Valuer to the Manager

CBRE Pte. Ltd.
2 Tanjong Katong Road
#06-01 Paya Lebar Quarter
Singapore 437161

INDEPENDENT VALUERS FOR THE MILAN PROPERTY

Valuer to the Trustee

**Colliers Real Estate Services
Italia Srl con socio unico**
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20122 Milano
Italy

Valuer to the Manager

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Henrietta House, Henrietta Place
London W1G 0NB
United Kingdom

INDEPENDENT MARKET RESEARCH CONSULTANT

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Global Sponsor, Strong Pipeline

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